

Annex B Call For Proposals (CFP) Template for Responsible Parties (For Civil Society Organizations - CSOs)

Section 1

CFP No. EVAW_FIJ 2025/01

a. CFP Letter for Responsible Parties

UN Women plans to engage a <u>Responsible Party</u> as defined in accordance with these documents. UN Women now invites sealed proposals from qualified proponents to provide the requirements as defined in the UN Women Terms of Reference.

Proposals must be received by UN Women at the address specified not later than 12:00 AM Fiji Time on 3 November 2025.

The budget range for this proposal should be USD 100,000 – USD 150,000 (Min. – Max.¹)]

This UN Women Call For Proposals consists of <u>two</u> sections:		Documents to be completed by proponents and returned as part of their proposal (mandatory)
Section 1		
a. CFP Letter for Responsible Par	ties	Annex B-1 Mandatory Requirements/Pre-Qualification
b. Proposal Data Sheet for Respo	nsible Parties	Criteria and Contractual Aspects
c. UN Women Terms of Reference	e	
d. Acceptance of the terms and c	onditions outlined in the template	
Partner Agreement		
e. Annex B-1 Mandatory Require	ments/Pre-Qualification	
Criteria and Contractual Aspec	:s	
Section 2		
a. Instructions to Proponents, wi	nich includes the following:	Annex B-2 Template for Proposal Submission
Annex B-2 Template for Propo	sal Submission	Annex B-3 Format of Resume for Proposed Personnel
Annex B-3 Format of Resume	for Proposed Personnel	Annex B-4 Capacity Assessment Minimum Documents
Annex B-4 Capacity Assessme	nt Minimum Documents	
Annex B-5 UN Women templa	te Partner Agreement	
Annex B-6 UN Women Anti-Fr	aud Policy	

Interested proponents may obtain further information by contacting this email address: fiji.tenders@unwomen.org

b. Proposal Data Sheet for Responsible Parties

Program/Project:		Requests for clarifications due:			
Phase II Pacific Partnership to and Girls	o End Violence Against Women	Date: October 30, 2025	Time: 05:00 PM (Fiji Time)		
Programme Officer's name: J	urgita Sereikaite	(Via e-mail): fiji.tenders@ur	women.org		
Email: jurgita.sereikaite@un	women.org	UN Women clarifications to proponents due: [if applicable]			
Telephone number: +679 330	01178	Date: October 31, 2025 Time: 2:00 PM (Fiji Time)			
		Proposal due:			
Issue date:		Date: November 3, 2025 Time: 05:0 PM (Fiji Time)			
Pre-proposal conference with proponents		Planned award date: Decem 12, 202			
Location:	Online	Planned contract start-	January 1,		
Date:	October 13, 2025	date/delivery date (on or 2026			
Contact:	belen.zamora@unwomen.org	before):			

 $^{^{\}rm 1}\,\mbox{If}$ the proposed budget is beyond the maximum range, the proposal will be rejected.

c. UN Women Terms of Reference

1. Introduction

UN Women, grounded in the vision of equality enshrined in the Charter of the United Nations, works for the elimination of discrimination against women and girls; the empowerment of women; and the achievement of equality between women and men as partners and beneficiaries of development, human rights, humanitarian action and peace and security.

UN Women provides support to Member States' efforts and priorities in meeting their gender equality goals and for building effective partnerships with civil society and other relevant actors.

UN Women Fiji- Multi Country Office (MCO) has four main thematic areas:

- Ending Violence against Women and Girls (EVAWG)
- Improving Women's Economic Empowerment (WEE)
- Gender, Protection and Humanitarian Action
- Women's Leadership and Political Participation

VAWG in the Pacific is among the highest in the world. Data indicates that up to 68% of adult women have experienced physical violence in their lifetime, often at the hands of an intimate partner. High rates of intimate partner violence (IPV) have been recorded in Kiribati (59%, 2019),² Vanuatu (51%, 2009),³ the Republic of the Marshall Islands (48%, 2012),⁴ and Solomon Islands (64%, 2008).⁵

To respond, UN Women established the Pacific Partnership to End Violence Against Women and Girls (Pacific Partnership), a regional programme designed to address the root causes of violence, strengthen survivor-centered response systems, and support governments and civil society to meet their commitments to gender equality and EVAWG.

Now entering its second phase (2024–2027), the Pacific Partnership builds on the achievements of Phase I and the Spotlight Initiative. It unites governments, civil society organizations, communities, and regional institutions to change the social norms that allow violence to continue, to expand access to quality essential services, and to strengthen national and regional institutions. Funded primarily by the Governments of Australia and the European Union and coordinated by UN Women and the Pacific Community in strategic partnership with the Pacific Islands Forum, Phase II is closely aligned with global and regional commitments, including CEDAW, the Pacific Leaders Gender Equality Declaration, the outcomes of the 15th Triennial Conference of Pacific Women, and the Sustainable Development Goals.

These efforts unfold in a region that is both the most disaster-prone in the world and among the most affected by climate change. Increasingly frequent and severe natural hazards intersect with social and economic inequalities, placing women, girls, and marginalized groups at heightened risk of violence. Rigid gender roles mean women are often at home caring for children and the elderly when disasters strike, limiting their ability to escape, while economic pressures and resource scarcity deepen their exposure to GBV. Evidence from both sudden-onset disasters and slow-onset crises, such as droughts, shows that women and girls bear disproportionate burdens, including heightened risks of intimate partner violence, sexual exploitation, and harmful coping mechanisms.

This convergence of violence, inequality, and climate vulnerability underscores the urgent need for approaches that are both gender- and climate-responsive. It also highlights the critical role of civil society in advancing locally grounded, evidence-based solutions that can both prevent GBV and strengthen community resilience. Across the Pacific, women's rights organizations and feminist networks have already been at the forefront of advocacy and innovation from community prevention initiatives to regional coalitions such as the Shifting the Power Coalition and the We Rise Coalition, which have successfully elevated Pacific feminist voices in global forums. Building on these achievements, the Pacific Partnership Phase II seeks to expand support for movement-building and thought leadership at the intersection of EVAWG and climate justice.

Through this Call for Proposals, UN Women invites civil society organizations to contribute to Outcome 4, Output 4.2 of the Pacific Partnership Phase II by advancing feminist climate justice through partnerships between women's rights and climate movements. Proposals should focus empowering women's networks to lead evidence-based advocacy that shapes climate and resilience policies. Successful initiatives will deliver clear, inclusive, and sustainable results aligned with the programme's Theory of Change and broader commitments to gender equality and climate justice.

2. Description of required services/results [Please elaborate]

² Kiribati National Statistics Office, 2019, p.392 [Kiribati]

³ Vanuatu Women's Centre, 2011, p.56 [Vanuatu]

⁴ Ministry of Internal Affairs, 2014, p.232 [Republic of Marshall Islands]

 $^{^{\}rm 5}$ Secretariat of the Pacific Community, 2009, p.62 [Solomon Islands]

The Pacific Partnership to End Violence Against Women and Girls Phase II (2024–2027) comprises four outcomes. Outcome 4 focuses on Women's rights groups, autonomous social movements, and relevant civil society organizations to influence and advance progress on gender equality, women's empowerment, and EVAWG.

Within this outcome, Output 4.2 seeks to strengthen feminist networks and coalitions to promote gender equality and EVAWG. Activity 4.2.1 specifically calls for movement building and thought partnership across and between regional women's rights and climate movements to promote feminist climate justice approaches with national, regional and global impact in influential forums.

The theory of change underpinning this work recognizes that preventing and ending violence against women and girls requires tackling its structural drivers, including gender inequality, discriminatory norms, and systemic exclusion. These inequalities are compounded by the impacts of climate change, in turn increasing risks for gender-based violence. For example, by further restricting women's access to resources and heightened economic insecurity. Gender-based violence also prevents the participation of women, girls and other marginalized persons as agents of change in climate action, which limits its transformative impact. Without efforts to address inequality, climate action in all its forms has the potential to further increase risks of more frequent, severe and additional forms of GBV. Addressing the intersection of GBV and climate change is thus central to a just transition. At the same time, the Pacific is home to dynamic feminist and climate justice movements that, when supported to act collectively, can drive transformative change at local, national, regional, and global levels.

The period of 2026–2027 is particularly significant for the Pacific in advancing feminist climate justice and linking it to EVAWG advocacy. Following the International Court of Justice Advisory Opinion on climate change and state obligations (2025), Pacific Island Countries have an unprecedented platform to shape global accountability on climate action. Regionally, Pacific Islands Forum Leaders have endorsed the Pacific Resilience Facility, which will be operationalized as a major financing mechanism for climate resilience and recovery. The Pacific Regional Framework on Climate Mobility provides another important policy space, with direct implications for women's safety, rights, and protection in contexts of climate-induced displacement and relocation. Globally, momentum is building for the UNFCCC COP to be hosted in the Oceania region, which would be a critical opportunity for Pacific feminist voices to influence climate policy and financing. These developments will coincide with other global and regional convenings such as Beijing+30 reviews, the Triennial Conference of Pacific Women, and the High-Level Political Forum on the SDGs, offering multiple entry points to advance advocacy linking EVAWG and climate justice.

Through this Call for Proposals, UN Women invites civil society organizations to contribute to Output 4.2 by strengthening local women's networks and advancing evidence-based advocacy to influence climate action at national, regional and global levels. Climate action includes efforts to support a transition to low carbon economy, adaptation, resilience and mitigation, as well as climate-induced disasters including relocation and mobility. Proposals should support coalitions of women's rights and feminist organizations; generate and apply evidence on the links between climate change and/or climate action and VAWG; and ensure Pacific feminist perspectives are amplified in national, regional, and global policy forums. Activities may include convening dialogues between women's rights and climate justice movements, developing knowledge products, organizing advocacy campaigns, or supporting participation of Pacific feminist leaders in influential platforms such as COP, CSW, PRF processes, and regional policy dialogues.

Proposals are expected to demonstrate a clear contribution to Output 4.2 and will be measured against indicator of 4.2.2: Number of opportunities to foster collaboration, coalition building, and thought partnership.

Organizations are expected to submit proposals with clear statements of the specific results they will accomplish under this output, together with a description of their approach and methodology. Proposals must show how interventions contribute to the broader Pacific Partnership Phase II Theory of Change, align with national, regional, and global commitments (CEDAW, Pacific Leaders Gender Equality Declaration, Pacific Platform of Action on Gender Equality and Women's Empowerment, Triennial outcomes, SDGs 5, 13, and 16), and leverage key convening moments to advance feminist climate justice and EVAWG.

3. Timeframe: Start date and end date for completion of required services/results

Proposals are expected to cover a period of 18-months or less, with an indicative budget of USD 100,000–150,000. A detailed work plan should be provided for the first year, with an indicative plan for the remaining six months. Given the long-term nature of feminist movement building, proposals should show how interventions will progressively deepen and sustain impact over the project duration. Funds provided under this Call may not be used to issue sub-grants or provide direct financial support to other organizations. UN Women will sign contracts with, and disburse funds to, the applicant organization only. The applicant organization may, however, partner with other relevant actors to complement expertise and outreach capacity and to strengthen grassroots organizations. Partners may include community-based organizations, academic institutions, social justice networks, or regional coalitions. The proponent, as a Responsible Party, will be expected to make a substantial contribution to the achievement of Output 4.2, ensuring that Pacific women's rights organizations are better resourced, connected, and influential in advancing feminist climate justice and eliminating violence against women and girls.

1. Competencies:

a. Technical/functional competencies required

- Documented successful track record of at least five (5) years in advancing gender equality, women's empowerment, and/or EVAWG. Demonstrated experience at the intersection of climate change, resilience, and social justice is an advantage.
- ii. Nationally registered organization of established reputation, with a representative office located in any of the Pacific Partnership implementing countries Fiji, Kiribati, Samoa, Solomon Islands, Tonga, Vanuatu.Proven credibility and recognition in the Pacific context for delivering results that strengthen women's rights, feminist advocacy, and movement-building.
- iii. Demonstrated experience in establishing and nurturing partnerships across government, civil society, and other stakeholders to influence policy and achieve collective goals.
- iv. Availability of sufficient staff resources and technical expertise, including knowledge of feminist approaches, climate justice, advocacy, and/or GBV prevention, to implement the proposed interventions.
- v. Established community presence and ability to meaningfully engage with the vulnerable and excluded groups of women and girls, including those with disabilities, young women, and people of diverse sexual orientation, gender identity, and sex characteristics.
- vi. Record of organizational accountability, good governance, and sound financial and administrative management, with evidence of transparent systems for monitoring and reporting.
- b. Other competencies, which while not required, can be an asset for the performance of services
 - vii. Previous experience with UN agencies or other international development agencies is an advantage.
 - viii. Women Led organization OR with women occupying senior/decision/policy making level is an advantage

To demonstrate compliance with the above competencies, proponents are required to submit all mandatory documents under Annex B4 Capacity Assessment Minimum Documents.

d. Acceptance of the terms and conditions outlined in the template Partner Agreement

- Proponents must include an acceptance of the terms and conditions outlined in the template Partner Agreement or their reservation or objections thereto.
- Submission of any such reservations or objections does not mean that UN Women will automatically accept them should the proponent be selected as a Responsible Party.
- UN Women will evaluate any reservation or objection during its evaluation of the proposal and may accept or reject
 any such reservation or objection.

Annex B-1 <u>Mandatory Requirements/Pre-Qualification Criteria and Contractual Aspects</u> [To be completed by proponents and returned with their proposal]

Call For Proposals
Description of Services
CFP No.

Proponents are requested to complete this form and return it as part of their submission. Proponents will receive a pass/fail rating on this section. To be considered, proponents must meet all the mandatory criteria described below. All questions should be answered on this form or an exact duplicate thereof. UN Women reserves the right to verify any information contained in a proponent's response or to request additional information after the proposal is received. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will result in disqualification.

Ma	ndatory requirements/pre-qualification criteria	Proponent's response
1.	Are the services being requested part of the key services that the proponent	Reference #1:
	has been performing as an organization? This must be supported by a list of at	Reference #2:
	least two customer references for which similar service has currently or has	
	been provided by the proponent.	
2.	Is the proponent duly registered or does it have the legal basis/mandate as an	Yes/No
	organization? [Please attach a copy of the official registration here].	
3.	Has the proponent as an organization been in operation for at least five (5)	Yes/No
	years ⁶ ?	
4.	Does the proponent have a permanent office within the location area?	Yes/No
5.	Can UN Women conduct a site visit at a customer location in the location or	Yes/No
	area with a similar scope of work as the one described in this CFP?	
6.	Fraud or other wrongdoing:	Yes/No
	i. Has the proponent, its employees, personnel, sub-contractor or sub-	
	contractor's sub-contractor or sub-partner or sub-partner's	
	partner been the subject of a finding of fraud or any other	
	wrongdoing following an investigation conducted by UN Women,	
	another United Nations entity or otherwise?	
	OR	
	ii. Is the proponent, its employees, personnel, sub-contractor or sub-	
	contractor's sub-contractor or sub-partner or sub-partner's partner	
	currently under investigation for fraud or any other wrongdoing by UN	
-	Women, another UN entity or otherwise?	
7.	Sexual exploitation and abuse:	Yes/No
	i. Has the proponent, its employees, personnel, sub-contractor or sub-	
	contractor's sub-contractor or sub-partner or sub-partner's partner	
	been the subject of any investigations and/or been charged for any	
	misconduct related to sexual exploitation and abuse (SEA) ⁷ ?	
	OR	
	ii. Is the proponent, its employees, personnel, sub-contractor or sub-	
	contractor's sub-contractor or sub-partner or sub-partner's partner	
	currently under investigation for SEA by UN Women, another UN entity or	
	otherwise?	Voc/No
8.	Has the proponent or any of its employees or personnel been placed on any	Yes/No
	relevant sanctions list including as a minimum the Consolidated United Nations	
	Security Council Sanctions List(s), United Nations Global Market Place Vendor	
	ineligibility and any other donor sanction list that may be available for use, as	
	applicable?	V/N
9.	Has the proponent read and accepted the standards set out in section 3 of	Yes/No
	ST/SGB/2003/13 "Special measures for protection from sexual exploitation	
	and sexual abuse"?	

⁶ In exceptional circumstances, three (3) years of history registration may be accepted and it must be fully justified.

⁷ <u>Secretary General's Bulletin, 9 October 2003 on "Special measures for protection from sexual exploitation and sexual abuse"</u> (<u>ST/SGB/2003/13</u>), and United Nations Protocol on Allegations of Sexual Exploitation and Abuse involving Implementing Partners.

10.	Does the proponent acknowledge that SEA is strictly prohibited, and that UN	Yes/No
	Women will apply a policy of "zero tolerance" in respect to SEA of anyone	
	including the proponent's employees, agents, sub-partners and sub-	
	contractors or any other persons engaged by the proponent to perform any	
	services?	
11.	Has the proponent reviewed and taken note of UN Women Anti-Fraud Policy	Yes/No
	(Annex B-6)?	

Please provide the following information:

	1	Is the highest executive (e.g., Director, CEO, etc.) in the proponent organization a female?	Yes/No
Ī	2	What is the female to male ratio in the proponent's board?	

Acceptance of the terms and conditions outlined in the template Partner Agreement.

- Proponents must include an acceptance of the terms and conditions outlined in the template Partner Agreement or their reservations or objections thereto.
- Submission of any such reservations or objections does not mean that UN Women will automatically accept them should the proponent be selected as a Responsible Party.
- UN Women will evaluate any reservation or objection during its evaluation of the proposal and may accept or reject any such reservation or objection.

Requirements	Proponent's response
Acceptance of the terms and conditions outlined in the template Partner Agreement.	Yes/No
Indicate any reservations or objections to the terms and conditions outlined in the	
template Partner Agreement.	

CFP No. (To be filled in by UN Women)

a. Instructions to Proponents

1. Introduction

- 1.1 UN Women invite qualified parties to submit Technical and Financial Proposals to provide services associated with the UN Women requirements for a Responsible Party.
- 1.2 UN Women is soliciting proposals from Civil Society Organizations (CSOs). Women's organizations or entities are highly encouraged to apply.
- 1.3 A description of the services required is described in CFP Section 1 c) "UN Women Terms of Reference".
- 1.4 UN Women may, at its discretion, cancel the services in part or in whole.
- 1.5 Proponents may withdraw the proposal after submission, provided that written notice of withdrawal is received by UN Women prior to the deadline prescribed for the submission of proposals. No proposal may be modified subsequent to the deadline for the submission of proposals. No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity.
- 1.6 All proposals shall remain valid and open for acceptance for a period of 90 calendar days after the date specified for receipt of proposals. A proposal valid for a shorter period may be rejected. In exceptional circumstances, UN Women may solicit the proponent's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
- 1.7 Effective with the release of this CFP, <u>all</u> communications must be directed only to UN Women, by email at <u>fiji.tenders@unwomen.org</u>. Proponents must not communicate with any other personnel of UN Women regarding this CFP.

2. Cost of Proposal

2.1 The cost of preparing a proposal, attendance at any pre-proposal conference, meetings or oral presentations shall be borne by the proponent, regardless of the conduct or outcome of the CFP process. Proposals must offer the services for the total requirement. Proposals offering only part of the services will be rejected.

3. Eligibility

3.1 Proponents must meet all mandatory requirements/pre-qualification criteria as set out in **Annex B-1**. See point 4 below for further explanation. Proponents will receive a pass/fail rating on this section. UN Women reserves the right to verify any information contained in proponent's response or to request additional information after the proposal is received. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will result in disqualification.

4. Mandatory/Pre-Qualification Criteria

- 4.1 The evaluation of technical and financial proposals by UN Women is conducted in two phases (see section 11 below) and the mandatory requirements/pre-qualification criteria have been designed to ensure that, to the degree possible in the initial stages of the CFP selection process, only those proponents with sufficient experience, financial strength and stability, demonstrable technical knowledge, evident capacity to satisfy UN Women requirements and superior customer references for supplying the services envisioned in this CFP will qualify for further consideration. UN Women reserves the right to verify any information contained in proponent's response or to request additional information after the proposal is received. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will result in disqualification.
- 4.2 Proponents will receive a pass/fail rating in the mandatory requirements/pre-qualification criteria section. In order to be considered for Phase I, proponents must meet all the mandatory requirements/pre-qualification criteria described in this CFP.

5. Clarification of CFP Documents

- 5.1 A prospective proponent requiring any clarification of the CFP documents may notify UN Women in writing at UN Women email address indicated in the CFP by the specified date and time. UN Women will respond in writing to any request for clarification of the CFP documents that it receives by the due date for requests for clarification as outlined in Section 1b of this annex (on page 1).
- 5.2 Written copies of UN Women's responses to such inquiries (including an explanation of the query but without identifying the source of inquiry) will be posted using the same method as the original posting of this (CFP) document.
- 5.3 If the CFP has been advertised publicly, the results of any clarification exercise (including an explanation of the query but without identifying the source of inquiry) will be posted on the advertised source.

6. Amendments to CFP Documents

6.1 At any time prior to the deadline for submission of proposals, UN Women may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective proponent, modify the CFP documents by

- amendment. All prospective proponents that have received the CFP documents will be notified in writing of all amendments to the CFP documents. For open competitions, all amendments will also be posted on the advertised source.
- In order to afford prospective proponents reasonable time in which to take the amendment into account in preparing their proposals, UN Women may, at its discretion, extend the deadline for the submission of proposal.

7. Language of Proposals

- 7.1 The proposal prepared by the proponent and all correspondence and documents relating to the proposal exchanged between the proponent and UN Women, shall be written in English.
- 7.2 Supporting documents and printed literature furnished by the proponent may be in another language provided they are accompanied by an appropriate translation of all relevant passages in English. In any such case, for interpretation of the proposal, the English translation shall prevail. The sole responsibility for translation and the accuracy thereof shall rest with the proponent.

8. Submission of Proposals

- 8.1 Technical and financial proposals should be submitted as part of the template for proposal submission (Annex B2) in one email with the CFP reference and the clear description of the proposal by the date and time stipulated in this document. If the emails and email attachments are not marked as instructed, UN Women will assume no responsibility for the misplacement or premature opening of the proposals submitted. The email text body should indicate the name and address of the proponent. All proposals should be sent by email to the following secure email address: fiji.tenders@unwomen.org
- 8.2 Proposals should be received by the date, time and means of submission stipulated in this CFP. Proponents are responsible for ensuring that UN Women receives their proposal by the due date and time. Proposals received by UN Women after the due date and time will be rejected.
- 8.3 When receiving proposals by email (as is required for the CFP), the receipt time stamp shall be the date and time when the submission has been received in the dedicated UN Women inbox. UN Women shall not be responsible for any delays caused by network problems, etc. It is the sole responsibility of proponents to ensure that their proposal is received by UN Women in the dedicated inbox on or before the prescribed CFP deadline.
- 8.4 **Late proposals:** Any proposals received by UN Women after the deadline for submission of proposals prescribed in this document, will be rejected.

9. Clarification of Proposals

9.1 To assist in the examination, evaluation and comparison of proposals, UN Women may, at its discretion, ask the proponent for a clarification of its proposal. The request for clarification and the response shall be in writing and no change in the price or substance of the proposal shall be sought, offered or permitted. UN Women will review minor informalities, errors, clerical mistakes, apparent errors in price and missing documents.

10. Proposal Currencies

- 10.1 All prices shall be quoted in (local currency).
- 10.2 UN Women reserves the right to reject any proposals submitted in a currency other than the mandatory currency for the proposal stated above. UN Women may accept proposals submitted in another currency than stated above if the proponent confirms during clarification of proposals, see item (9) above in writing, that it will accept a contract issued in the mandatory proposal currency and that for the purposes of conversion, the official United Nations operational rate of exchange of the day of CFP deadline (as stated in the CFP letter) shall apply.
- 10.3 Regardless of the currency stated in proposals received, the contract will always be issued and subsequent payments will be made in the mandatory currency for the proposal (as stated above).

11. Evaluation of Technical and Financial Proposals

11.1 PHASE I – TECHNICAL PROPOSAL (70 points)

Only proponents meeting the mandatory criteria will advance to the technical evaluation in which a maximum possible 70 points may be determined. Technical evaluators who are members of an Evaluation Committee appointed by UN Women will carry out the technical evaluation applying the evaluation criteria and point ratings as listed below. In order to advance beyond Phase I of the detailed evaluation process to Phase II (financial evaluation) a proposal must have achieved a minimum cumulative technical score of 50 points.

Suggested table for evaluating technical proposal

1	The proposal is compliant with the CFP requirements	15 points
2	The organization's mandate is relevant to the work to be undertaken in the UN Women Terms of Reference (component 1)	20 points
3	The proposal demonstrates a sound understanding of the requirements of the UN Women Terms of Reference and indicates that the organization has the prerequisite capacity to undertake the work successfully (components 2, 3, 4 and 5)	35 points

TOTAL 70 points

11.2 PHASE II - FINANCIAL PROPOSAL (30 points)

Financial proposals will be evaluated (using **component 6**) following completion of the technical evaluation. The proponent with the lowest evaluated cost will be awarded 30 points. Other financial proposals will receive pro-rated points based on the relationship of the proponents' prices to that of the lowest evaluated cost.

Formula for computing points: Points = (A/B) Financial Points

Example: Proponent A's price is the lowest at \$10.00. Proponent A receives 30 points. Proponent B's price is \$20.00. Proponent B receives $$($10.00/$20.00) \times 30$ points = 15 points.

12. Preparation of Proposals

- 12.1 Proponents are expected to examine all terms and instructions included in the CFP documents. Failure to provide all requested information will be at the proponent's own risk and may result in rejection of the proponent's proposal.
- 12.2 The proponent's proposal must be organized to follow the format of this CFP. Each proponent must respond to every stated request or requirement and indicate that the proponent understands and confirms acceptance of UN Women's stated requirements. The proponent should identify any substantive assumption made in preparing its proposal. The deferral of a response to a question or issue to the contract negotiation stage is not acceptable. Any item not specifically addressed in the proponent's proposal will be deemed as accepted by the proponent. The terms "proponent" and "contractor" refer to those organizations that submit a proposal pursuant to this CFP.
- 12.3 Where the proponent is presented with a requirement or asked to use a specific approach, the proponent must not only state its acceptance, but also describe, where appropriate, how it intends to comply. Failure to provide an answer to an item will be considered an acceptance of the item. Where a descriptive response is requested, failure to provide one will be viewed as non-responsive.
- 12.4 The terms of reference in this document provides a general overview of the current operation. If the proponent wishes to propose alternatives or equivalents, the proponent must demonstrate that any such proposed change is equivalent or superior to UN Women established requirements. Acceptance of such changes is at the sole discretion of UN Women.
- 12.5 Proposals must offer services for the total requirement, unless otherwise permitted in the CFP document. Proposals offering only part of the services will be rejected unless permitted otherwise in the CFP document.
- 12.6 Proponents may use the services of sub-contractors or sub-partners to partially perform the work except if the proponent is providing grant-making work. The proponent's Technical Proposal shall indicate clearly if the proponent is intending to use sub-contractors or sub-partners and their names. If it is not possible to include the names of sub-partners and sub-contractors in the proposal, the names must be submitted to UN Women as soon as possible.
- 12.7 The proponent's proposal shall state the following and include all of the following labelled annexes:

CFP submission (on or before proposal due date):

As a minimum, proponents shall complete and return the below listed documents (annexes to this CFP) as an integral part of their proposal. Proponents may add additional documentation to their proposals as they deem appropriate.

Failure to complete and return the below listed documents as part of the proposal may result in proposal rejection.

Part of proposal	Annex B-1 Mandatory Requirements/Pre-Qualification Criteria and Contractual Aspects			
Part of proposal	Annex B-2 Template for Proposal Submission			
Part of proposal	Annex B-3 Format of Resume for Proposed Personnel			
Part of proposal	Annex B-4 Capacity Assessment Minimum Documents			

If after assessing this opportunity you have made the determination not to submit your proposal, we would appreciate it if you could return this form indicating your reasons for non-participation.

13 Format and Signing of Proposals

- 13.1 The proposal shall be typed or written in indelible ink and shall be signed by the proponent or a person or persons duly authorized to bind the proponent to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the proposal.
- 13.2 A proposal shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the proponent, in which case such corrections shall be initialled by the person or persons signing the proposal.

14 Award

14.1 Award will be made to the responsible and responsive proponent with the highest evaluated proposal following negotiation of an acceptable contract. UN Women reserves the right to conduct negotiations with the proponent regarding the contents of their proposal. The award will be in effect only after acceptance by the selected proponent of the terms and conditions of the agreement and the terms of reference. The agreement will reflect the name of the

- **proponent whose financials were provided in response to this CFP.** Upon execution of agreement UN Women will promptly notify the unsuccessful proponents.
- 14.2 The selected proponent is expected to commence providing services as of the date and time stipulated in this CFP.
- 14.3 The award will be for an agreement with an original term of 12 months with the option to renew under the same terms and conditions for an additional period or periods as indicated by UN Women.

Annex B-2 Template for Proposal Submission

Call For Proposals
Description of Services
CFP No.

Mandatory	Requirements	Pre-Qualification	Criteria
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Proponents are requested to complete this form (Annex B-2) and return it as part of their submission.

Pro	ponent's Eligibility Confirmation and Information	Proponent's Response
1	What year was the organization established?	
2	In what province/state/country has the organization been established?	
3	Has the organization ever been adjudged bankrupt, or been liquidated, or been insolvent, or applied for a moratorium or stay on any payment or repayment obligations, or applied to be declared insolvent? (If YES, explain in detail the reasons why, filing date, and current status.)	Yes/No
4	Has the organization ever been terminated for non-performance on a contract? If YES, describe in detail.	Yes/No
5	Has the organization or any of its employees and personnel ever been: a. suspended or debarred by any government, a UN agency or other international organization;	Confirm Yes/No
	 b. placed on any relevant sanctions list including the https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list, United Nations Global Market Place Vendor ineligibility or any other Donor Sanction List; and/or 	
	 c. been the subject of an adverse judgment or award? If YES, provide details, including date of reinstatement, if applicable. (If proponent is currently on any relevant sanctions list this should be disclosed in Question 8 of the Mandatory Requirements/Pre-Qualification Criteria above and is grounds for immediate rejection.) 	
6	It is UN Women policy to require that proponents and their sub-contractors and sub-partners observe the highest standard of ethics during the selection and execution of contracts. In this context, any action taken by a proponent, a sub-contractor or a sub-partner to influence the selection process or contract execution for undue advantage is improper. The proponent must confirm that it has reviewed and taken note of UN Women Anti-Fraud Policy (Annex B-6). The proponent must also confirm that the proponent and its sub-contractors and sub-partners have not engaged in any conduct contrary to that policy including in competing for this CFP.	Confirm Yes/No
7	Officials not to benefit: The proponent must confirm that no official of UN Women has received or will be offered any direct or indirect benefit arising from this CFP or any resulting contracts by the proponent or its sub-contractors or its sub-partners.	Confirm Yes/No
8	The proponent must confirm that the proponent is not engaged in any activity that would put it, if selected for this assignment, in a conflict of interest with UN Women.	Confirm Yes/No
9	The proponent must confirm that the proponent, its sub-partners or sub-contractors have not been associated, or involved in any way, directly or indirectly, with the preparation of the design, terms of references and/or other documents used as a part of this CFP.	Confirm Yes/No
10	UN Women policy restricts organizations from participating in a CFP or receiving UN Women contracts if a UN Women personnel or their immediate family are an owner, officer, partner or board member or in which the personnel or their immediate family has a financial interest in the organization. The proponent must confirm that no UN Women personnel or their immediate family are an owner, officer, partner or board member or have a financial interest in either the proponent, or its sub-partners or its sub-contractors.	Confirm Yes/No

Component 1: Organizational Background and Capacity to implement activities to achieve planned results (max 1.5 pages)

This section should provide an overview (with relevant annexes) that clearly demonstrate that the proponent has the capacity and commitment to implement the proposed activities and produce results successfully. Key elements to be covered in this section include:

- 1. the nature of the proponent whether it is a community-based organization, national or sub-national NGO, research or training institution, etc.;
- 2. the overall mission, purpose, and core programmes/services of the organization;
- 3. the organization's target population groups (women, indigenous peoples, youth, etc.);
- the organizational approach (philosophy) how the organization delivers its projects (e.g., gender-sensitive, rightsbased, etc.);
- 5. the organization's length of existence and relevant experience;
- 6. an overview of the organization's capacity relevant to the proposed engagement with UN Women (e.g., technical, governance and management, and financial and administrative management);
- 7. details of the following relating to prevention of SEA:
 - a. describe what measures are in place to prevent SEA;
 - b. describe reporting and monitoring mechanisms and procedures;
 - c. describe what capacity exists to investigate SEA allegations;
 - d. describe past allegations of SEA, if any, and how they were handled, including the outcome;
 - describe what SEA training the people (employees or otherwise) who will perform the services have completed;
 and
 - f. describe what reference and background checks have been done for employees and associated personnel.
- 8. details relating to grant-making work, if applicable:
 - describe the proponent's institutional capacity to manage grants, including appropriate grant award management, system/framework for undertaking grant proposal evaluation, due diligence and, appropriate governance and risk management (including composition and terms of reference of the independent designated steering committee or grant selection committee);
 - b. describe relevant history in managing resources through grant awards;
 - c. describe the proponent's grant portfolio;
 - d. describe relevant history in working with small organizations including experience in providing technical assistance;
 - e. describe the proponent's programmatic capacity, including monitoring and evaluation capacity; and
 - f. describe the proponent's capacity to assess and manage risks.

Component 2: Expected Results and Indicators (max 1.5 pages)

This section should articulate the proponent's understanding of the UN Women Terms of Reference (TOR). It should contain a clear and specific statement of what the proposal will accomplish in relation to the UN Women Terms of Reference. This should include:

- The problem statement or challenges to be addressed given the context described in the UN Women Terms of Reference.
- 2. The specific results expected (e.g., outputs) through engagement of the proponent. The expected results are the measurable changes which will have occurred by the end of the planned intervention. Propose specific and measurable indicators which will form the basis for monitoring and evaluation. These indicators will be refined, and will form an important part of the agreement between the proponent and UN Women.

Component 3: Description of the Technical Approach and Activities (max 2.5 pages)

This section should describe the technical approach and should be able to show the soundness and adequacy of the proposed approach, what will actually be done to produce the expected results in terms of activities. There should be a clear and direct linkage between the activities and the results at least at the output level. Specific strategies should also be described to support the achievement of results, such as building partnerships, etc.

Activity descriptions should be as specific as necessary, identifying **what** will be done, **who** will do it, **when** it will be done (beginning, duration, completion), and **where** it will be done. In describing the activities, an indication should be made regarding the organizations and individuals involved in or benefiting from the activity.

This narrative is to be complemented by a tabular presentation that will serve as Implementation Plan, as described in Component 4.

This section should also include the details of all proposed sub-contracting and sub-partnering.

Component 4: Implementation Plan (max 1.5 pages)

This section is presented in tabular form and can be attached as an annex. It should indicate the **sequence of all major activities and timeframe (duration).** Provide as much detail as necessary. The Implementation Plan should show a logical flow of activities. Please include all required milestone reports and monitoring reviews in the Implementation Plan.

Implementation Plan

Project No:		Project Nam	ie:											
Name of proponent organiz	zation:													
Brief description of project														
Project start and end dates:														
Brief description of specific results (e.g., outputs) with corresponding indicators, baselines and targets. Repeat for each result.														
List the activities necessary who is responsible for each	and indicate	Du	ratio	n of	Activ	/ity ii	n Mc	nths	(or	Quai	ters)			
Activity	Responsible		1	2	3	4	5	6	7	8	9	10	11	12
1.1														
1.2														
1.3														
1.4														

Monitoring and Evaluation Plan (max. 1 page)

This section should contain an explanation of the plan for monitoring and evaluating the activities, both during its implementation (formative) and at completion (summative). Key elements to be included are:

- how the performance of the activities will be tracked in terms of achievement of the steps and milestones set forth in the Implementation Plan;
- how any mid-course correction and adjustment of the design and plans will be facilitated on the basis of feedback received; and
- how the participation of community members in the monitoring and evaluation processes will be achieved.

Component 5: Risks to Successful Implementation (1 page)

Identify and list any major risk factors that could result in the activities not producing the expected results. These should include both internal factors (for example, the technology involved fails to work as projected) and external factors (for example, significant currency fluctuations resulting into changes in the economics of the activity, risk of sub-contactors or sub-partners not performing). Describe how such risks are to be mitigated.

In this section also include the key **assumptions** on which the activity plan is based on. In this case, the assumptions are mostly related to external factors (for example, the assumption that the relevant government's environmental policy will remain stable) which are anticipated in planning the activity, and on which the feasibility of the activities depend.

Please attach a risk register to capture the above risk factors and risk mitigation measures.

Component 6: Results-Based Budget (max. 1.5 pages)

The development and management of a realistic budget is an important part of developing and implementing successful activities. Careful attention to issues of financial management and integrity will enhance the effectiveness and impact of

activities. The following important principles should be kept in mind in preparing a project budget:

- Include costs which relate to efficiently carrying out the activities and producing the results which are set forth in the proposal. Other associated costs should be funded from other sources.
- The budget should be realistic. Find out what planned activities will actually cost, and do not assume that they would cost less.
- The budget should include all costs associated with managing and administering the activity or results, particularly the cost of monitoring and evaluation.
- Support Costs mean those indirect costs that are incurred to operate the Partner as a whole or a segment thereof and
 that cannot be easily connected or traced to implementation of the Work, i.e., operating expenses, overhead costs
 and general costs connected to the normal functioning of an organization/business, such as cost for support staff,
 office space and equipment that are not Direct Costs.
- If the partner has a Support Cost Policy that specifies a rate, the partner can include this rate to not exceed a rate of 8% or the rate set forth in the Donor Specific Conditions, if that is lower).
- If the Partner does not have a Support Cost Policy, the partner must provide a break-down of support costs (not exceeding a rate of 8% or the rate set forth in the Donor Specific Conditions, if that is lower).
- The budget line items are general categories intended to assist in thinking through where money will be spent. If a planned expenditure does not appear to fit in any of the standard line-item categories, list the item under other costs, and state what the money is to be used for.
- The figures contained in the budget sheet should agree with those on the proposal header and text.
- Depending on the results to be delivered, following suggestive thresholds could be followed for costs:
 - maximum for personnel related costs on a proposal 20% of programming costs;
 - between 3-5% for audits (to be retained by UN Women for Responsible Party audits) (may change as per the annual audit cost);
 - 3% for monitoring and evaluation; and
 - up to 8% (or as per relevant donor agreement) support costs including (utilities, rent etc.).

Result 1 (e.g., Output) Repeat this table for each result ⁸ .							
Expenditure Category	Year 1 [Local currency]	Total [local currency]	Total (US\$)	Percentage Total			
1. Personnel							
2. Equipment/Materials							
3. Training/Seminars/Travel							
Workshops							
4. Contracts							
5. Other costs 9							
6. Incidentals							
7. Other support requested							
8. Support costs (not to exceed 8% or the relevant donor percentage)							
Total Cost for Result 1							
I, (Name) certify tha	it I am (Position)) of (Nam	e of Organizati	ion)	; tha		

signing this proposal for ar	nd on behalf of (Name of Organiza	of (Name of Organization) tion), I am certifying t of this proposal is within the scope of my p	hat all information
. ,		sal for carrying out the range of services as s e UN Women template Partner Agreement.	•
(Signature)		(Seal)	

⁸ If the budget is for grant-making activities, add a field for grants. For grant-making, (i) only up to 50% of the Partner proposal amount may be used to fund grants, (ii) not more than 25% of the Partner Agreement value can be issued per individual grant.

⁹ "Other costs" refers to any other costs that is not listed in the results-based budget. Please specify what they are in the footnote.

(Printed Name and Title) (Date)

Annex B-3 Format of Resume for Proposed Personnel

Call For Proposals Description of Services CFP No

Name of personnel:		
Title:		
Years with CSO:	_ Nationality:	

Education/Qualifications:

Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees-professional qualifications obtained.

Employment Record/Experience

Starting with present position, list in reverse order, every employment held:

- For <u>all</u> positions held by personnel member since graduation: List each position and provide dates, names of employing organization, title of position held and location of employment.
- For experience in <u>last five years</u>: Detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.

References

Provide names and addresses for two (2) references.

Annex B-4 <u>Capacity Assessment Minimum Documents</u> [To be submitted by proponents and assessed by the reviewer]

Call For Proposals
Description of Services
CFP No.

Document	Mandatory / Optional			
Governance, Management and Technical				
Organization's legal registration documentation	Mandatory			
Rules of governance of the organization	Mandatory			
Organigram of the organization	Mandatory			
List of key management at organization	Mandatory			
CVs of key personnel of organization who are proposed for the engagement with UN Women	Mandatory			
Details of organization's anti-fraud policy framework (which shall be consistent with UN Women's anti-fraud policy)	Mandatory			
Details of organization's PSEA policy framework	Optional			
Documentation evidencing training offered by organization to its employees and associated personnel on prevention and response to SEA.	Mandatory			
Organization's policy and procedure documents in respect to grant-making (if grant-making activities are included in the UN Women Terms of Reference of the CFP)	Mandatory			
Organization's policy and procedure for selecting partners (if sub-partner/s are going to be used)	Mandatory			
Administration and Finance				
Administrative and financial rules of the organization	Mandatory			
Details of the organization's internal control framework	Mandatory			
Audited statements of the organization during last 3 years	Mandatory			
List of banks with which organizational bank accounts are held	Mandatory			
Name of external auditors of organization	Optional			
Procurement				
Organization's procurement policy/manual	Mandatory			
Templates of the solicitation documents for procurement of goods/services (e.g., request for quotation (FRQ), request for proposal (RFP) etc.) used by organization	Mandatory			
List of main suppliers/vendors of organization and copies of their contract(s) including evidence of their selection processes	Mandatory			
Client Relationship				
List of main clients/donors of organization	Mandatory			
Two references for organization	Mandatory			
Past reports to clients/donors of organization for last 3 years	Mandatory			

Annex B-5 UN Women template Partner Agreement

Note to UN Women users: When and how to use this Partner Agreement template

PLEASE NOTE THAT PARTNER AGREEMENTS MUST BE GENERATED THROUGH THE PARTNER AND GRANTS AGREEMENT MANAGEMENT SYSTEM ON OneApp. THIS TEMPLATE IS FOR TRAINING AND INFORMATION PURPOSES ONLY.

- 1. This Partner Agreement template must be used when entering into agreements for the full or partial implementation of a UN Women programme or project with an Implementing Partner (IP) or with a Responsible Party (RP). For the purposes of this Partner Agreement, both IPs and RPs are called Partners. This Partner Agreement template is not to be used in circumstances in which a Small Grant Agreement should be used. Please see the Small Grants Policy and Procedure for this purpose.
- 2. The Partners may be: (1) government entities; (2) non-UN inter-governmental organizations; and, (3) registered Civil Society Organizations (CSO), which means Non-State, not-for-profit, voluntary entities formed by people in the social sphere that are separate from the State and the market. CSOs represent a wide range of interests and ties. The definition of CSOs includes but is not limited to community-based organizations (CBOs), non-governmental organizations (NGOs), youth-led organizations, LGBTI organizations, faith-based organizations and academic institutions but the definition of CSOs does not include business or for-profit associations. If the Partner is a UN Agency, this Partner Agreement should not be used and the UN to UN agreement template should be used instead.
- 3. The UN Women user must ensure that a project document, which in this context is called a Partner Project Document is attached to the agreement. The UN Women user must ensure that the Partner Project Document contains all relevant information relating to the Partner Agreement for example: (1) a detailed description of the work to be provided; (2) a detailed description of the parties' responsibilities; (3) the expected outputs and outcomes; (4) the work plan; (5) the budget; and, (6) the installment schedule setting out schedule of proposed payments to the Partner. For IPs, the Partner Project Document is the UN Women approved Project Document that is counter-signed by the IP. For RPs, the Partner Project Document can be: (a) the Call for Proposal (CFP) together with the proposal, used to select and engage the Partner; or (b) if there is no CFP, the UN Women Terms of Reference (TOR) prepared by UN Women used to select and engage the Partner, and the proposal submitted in response to the TOR. Whatever option applies, the UN Women user must ensure that such document contains all the relevant information mentioned in (1) to (6) above.
- 4. The Partner Agreement consists of the following parts: (1) the agreement document; (2) ST/SGB/2003/13 "Special measures for protection from sexual exploitation and abuse" (Annex 1); (3) the UN Women General Terms and Conditions for Partner Agreements ("GTCs") (Annex 2); (4) Donor Specific Conditions meaning any conditions under which UN Women has accepted contributions relevant to this Partner Agreement (the UN Women user should check all donor agreements, which are funding sources for the Partner Agreement, and ensure that any conditions which UN Women is required to impose on Partners are reflected in an annex to this Partner Agreement. The EC is an example of this) (Annex 3); (5) Partner Project Document (Annex 4); (6) the FACE Form (Annex 5); (7) the Progress Report Form (Annex 6); and (8) Special Terms and Conditions for Partners Performing Grant-Making Work (Annex 7). All these documents together form the Partner Agreement between the parties. The GTCs are annexed as part of this document. All other attachments can be found on the PPG Intranet site. Annex 3 is applicable in cases when donor specific conditions apply. Annex 7 is applicable when the Partner is performing Grant-Making Work. Please note that engaging a Partner to perform Grant-Making work requires that UN Women: (a) has decided to outsource the management of grants to a Partner as outlined in the Programme Formulation Policy; (b) has selected a Partner to perform Grant-Making Work as outlined in the Procedure for Selecting Programme Partners; and (c) has incorporated a description of the Grant-Making Work into the Partner Project Document.
- 5. Changes to the text of this template may be made solely if fully justified and with the prior <u>written approval of the Director of the Division of Management and Administration</u> after clearance by the Legal Office at HQ. Absolutely no changes, deletions or revisions may be made in the text of the ST/SGB/2003/13 (Annex 1) or the GTCs (Annex 2).
- 6. Two original copies are signed. One copy is retained by the UN Women office entering into the Partner Agreement and one by the Partner.
- 7. The signed Partner Agreement and all the annexes <u>must be uploaded</u> onto the Partner and Grants Agreement Management System platform (OneApp) on the UN Women Intranet.
- 8. After the Partner Agreement has been signed, any amendments (please note that the ST/SGB/2003/13 and the GTCs cannot be amended) must be made in writing in accordance with Article 19.0 of the GTCs. Please number each amendment to keep

track of how many amendments have been made and describe clearly the change to the agreement. Please note that amendments cannot be made retroactively after the Partner Agreement has ended. In those cases, a new agreement will have to be concluded. Please remember amendments are generated through the Partner and Grants Agreement Management System and signed amendments must be uploaded to the System when they are signed.

PARTNER AGREEMENT

This Partner Agreement (the "Agreement") is between the United Nations Entity for Gender Equality and the Empowerment of Women, a subsidiary organ of the United Nations, established by the General Assembly of the United Nations, with Headquarters at 220 East 42nd Street New York, NY 10017 ("UN Women") and [Full name and address of partner and legal registration number], (the "Partner").

UN Women and the Partner hereinafter collectively referred to as the Parties and individually also as a Party.

UN Women has been entrusted by its donors with certain resources that can be allocated for the implementation of its programmes and UN Women is accountable to its donors and its Executive Board for the proper management of these resources.

UN Women is willing to make resources available to engage the Partner to contribute to the implementation of UN Women's programmes by performing the Work and achieving the Results.

The Parties therefore agree as follows:

ARTICLE I DEFINITIONS

In this Agreement:

"Direct Costs" mean costs that can easily be connected and traced to the implementation of the Work. For example, if an employee or consultant is hired to work on the implementation of the Work, either exclusively or for an assigned number of hours, their labor on the implementation of the Work is a direct cost.

"Donor Specific Conditions" mean the conditions requested by a donor when making a contribution for the Work to UN Women, which are required to be imposed on the Partner, and accepted by UN Women.

"FACE Form" means the Funding Authorization and Certificate of Expenditure Form attached to this Agreement. The FACE Form is used for (i) requests for cash advances, direct payments or reimbursements and (ii) financial reporting by the Partner.

"Fraud" is any act or omission whereby an individual or entity knowingly misrepresents or conceals a material fact (i) in order to obtain an undue benefit or advantage for himself, herself, itself, or a third party, and/or (ii) in such a way as to cause an individual or entity to act, or fail to act, to his, her or its detriment.

- "Grant-Making Work" means such work and activities relating to the management of grants outsourced to the Partner as described in the Partner Project Document. Grant-Making Work may be one component of a broader project, or the sole purpose of the project. Grant-Making Work may also include project design, project management and grant administration, monitoring and evaluation.
- "Partner Authorized Official" means the person or persons appointed by the Partner to be its focal point for this Agreement with the authority to and ability to respond to all questions from UN Women and authorized to sign the FACE Forms and Progress Report Forms and other funding authorization forms. In addition, the Partner Authorized Official is authorized to sign the written statement set forth in Article V, section 5 (c).
- "Partner Project Document" means the document describing in detail the Work, the Parties' responsibilities, the expected Results including the work plan, the budget and the installment schedule. The Partner Project Document is the basis for requesting, committing and disbursing funds to carry out the Work and for monitoring and reporting.
- "Progress Report Form" means UN Women's standard form for progress reports attached to this Agreement.
- "Property" means equipment, supplies, non-expendable materials and other property either provided by UN Women to the Partner for the purposes of this Agreement or purchased by the Partner with the funding provided by UN Women under this Agreement.
- "Results" mean the outcomes and outputs described in the Partner Project Document.
- "Sexual Abuse" has the same meaning as set forth in ST/SGB/2003/13, in which it is defined as follows: "the actual or threatened physical intrusion of a sexual nature, whether by force or unequal or coercive condition."
- "Sexual Exploitation" has the same meaning as set forth in the "Special measures for protection from sexual exploitation and sexual abuse" ("ST/SGB/2003/13"), in which it is defined as follows: "any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from sexual exploitation of another."
- "Support Costs" mean those indirect costs that are incurred to operate the Partner as a whole or a segment thereof and that cannot be easily connected or traced to implementation of the Work, i.e., operating expenses, overhead costs and general costs connected to the normal functioning of an organization/business, such as cost for support staff, office space and equipment that are not Direct Costs.
- "Support Cost Rate" means the flat rate at which the Partner will be reimbursed by UN Women for its Support Costs, as set forth in the Partner Project Document and not exceeding a rate of 8% or the rate set forth in the Donor Specific Conditions, if that is lower. The flat rate is calculated on the eligible Direct Costs.

"Work" means the activities, work and services to be performed by the Partner as set forth in this Agreement including Grant-Making Work.

ARTICLE II AGREEMENT DOCUMENTS

- 1. This Agreement consists of the following documents:
 - (a) This agreement document;
 - (b) <u>ST/SGB/2003/13</u> "Special measures for protection from sexual exploitation and sexual abuse" (Annex 1);
 - (c) The General Terms and Conditions for Partner Agreements (Annex 2);
 - (d) Donor Specific Conditions, as applicable (Annex 3);
 - (e) The Partner Project Document (Annex 4);
 - (f) The Face Form (Annex 5);
 - (g) The Progress Report Form (Annex 6);
 - (h) <u>Special Terms and Conditions for Partners Performing Grant-Making Work</u>, as applicable (Annex 7).
- 2. The documents listed under section 1 above, form an integral part of this Agreement. All parts of the Agreement are intended to be complementary and what is set forth in any one document is as binding as if set forth in each document. In the event of any conflict, discrepancy, error or omission among any parts of the Agreement, either Party shall immediately notify the other Party. The Parties shall in good faith consult and decide how to remedy such conflict, discrepancy, error or omission including if necessary, making the required amendment to this Agreement.
- 3. If the Partner is a government entity, this Agreement supplements the relevant provisions of any host country agreement entered into between the Government and UN Women. If there is no such agreement then the Standard Basic Assistance Agreement entered into between the Government and the United Nations Development Programme (UNDP), or any other applicable host country agreement between the Government and UNDP, shall apply *mutatis mutandis* between UN Women and the Partner for the purposes of this Agreement.

ARTICLE III GENERAL RESPONSIBILITIES OF THE PARTNER

- 1. The Partner shall perform the Work and achieve the Results.
- 2. The Partner shall use the funds and the Property provided by UN Women under this Agreement exclusively for performing the Work as set forth in this Agreement.
- 3. The Partner shall not accept funding from any other source than UN Women for performing the Work without UN Women's prior written approval. The Partner shall inform UN Women in writing of the name of the source and the details of such funding.
- 4. The Partner shall not use the funds provided under this Agreement to award grants unless specifically stated in the Partner Project Document. The Partner acknowledges and agrees that Annex 7 will be applicable to any Grant-Making Work funded by UN Women funds.
- 5. The Partner's responsibilities include:
 - (a) Commencing the Work in accordance with the timeline but not before both Parties have signed the Agreement;
 - (b) Making its designated contributions of technical assistance, services, equipment, non-expendable materials and other property towards the Work;
 - (c) Completing its responsibilities with diligence and efficiency, and in conformity with the requirements set out in the Partner Project Document (including in connection with the workplan and budget);
 - (d) Providing the reports required under this Agreement in a timely manner and satisfactory to UN Women, and furnishing any other information relating to the Work and the use of any funds and Property that UN Women may reasonably ask for;
 - (e) Exercising a high standard of care when handling and administering the funds and Property provided to it by UN Women;
 - (f) Appointing a Partner Authorized Official to act as the focal point for the Partner with the authority to and ability to respond to all questions from UN Women and sign the FACE Forms, Progress Report Forms and other funding authorization forms or requests required by UN Women on behalf of the Partner. In addition, the Partner Authorized Official/s is authorized to sign the written statement set forth in Article V, section 5 (c).

Name: [enter name]	
Title: [enter title]	
Sample signature: []
Name: [enter name]	
Title: [enter title]	
Sample signature: [1

Full name of Partner Authorized Official:

It is understood, for the avoidance of doubt, that any removals from or amendments to the (list of) Partner Authorized Official/s identified above shall require a written amendment to this Agreement in accordance with Article 19.0 of the General Terms and Conditions for Partner Agreements.

- (g) In relation to Sexual Exploitation and Sexual Abuse:
 - i. Undertaking that the Partner accepts the standards of conduct set out in section 3 of ST/SGB/2003/13 including, *inter alia*:
 - 1. Acknowledging that Sexual Exploitation and Sexual Abuse are strictly prohibited. The Partner, any of its employees, personnel, sub-contractors and others engaged to perform the Work shall not engage in Sexual Exploitation or Sexual Abuse.
 - 2. Acknowledging the following specific standards:
 - a. Sexual activity with any person less than eighteen years of age ("child"), regardless of any laws relating to the age of majority or to consent, shall constitute the Sexual Exploitation and Sexual Abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under this Agreement.
 - b. The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute Sexual Exploitation and Sexual Abuse.
 - c. Sexual relationships between Partner's employees, personnel, sub-contractors and others engaged to perform the Work and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UN Women and are strongly discouraged.

- ii. The Partner must take all appropriate measures to prevent Sexual Exploitation and Sexual Abuse by anyone including any of its employees, personnel, subcontractors and others engaged to perform the Work.
- iii. Acknowledging that UN Women will apply a policy of "zero tolerance" with regard to Sexual Exploitation and Sexual Abuse including in respect to the Partner, its employees, agents or any other persons engaged by Partner to perform any services under this Agreement.
- iv. Reporting to UN Women and investigating any allegation of Sexual Exploitation and Sexual Abuse as such allegations arise in the context of the Work as set forth in 14.3 of the General Terms and Conditions.
- v. Ensuring that its employees, personnel, sub-contractors and others engaged to perform the Work have undertaken training on prevention and response to Sexual Exploitation and Sexual Abuse, including information on the definition and prohibition of Sexual Exploitation and Sexual Abuse, the requirements for prompt reporting of Sexual Exploitation and Sexual Abuse allegations to the Partner and referral of victims to immediate assistance. Training options include the UN Sexual Exploitation and Sexual Abuse online training that is available for all implementing partners at: https://agora.unicef.org/course/info.php?id=7380.

(h) In relation to Fraud:

- i. Reviewing and taking note of the <u>UN Women Anti-Fraud Policy</u> (or such other URL as UN Women may from time to time decide).
- ii. Having a written fraud prevention and fraud awareness policy in place, which at a minimum shall provide a system to prevent, detect, report, address and follow-up on fraud, corruption and other proscribed practices.
- iii. Reporting to UN Women any allegation of fraud as such allegations arise in the context of the Work as set forth in 14.3 c of the General Terms and Conditions;
- iv. Acknowledging that any fraud may lead to the imposition by UN Women of sanctions (including censure or ineligibility/debarment) with regard to future transactions with UN Women, at UN Women's sole discretion and without prejudice to any other right or remedy available to UN Women.
- (i) Opening a separate bank account for the funds, if requested by UN Women.

ARTICLE IV GENERAL RESPONSIBILITIES OF UN WOMEN

1. UN Women shall contribute to the Work as set forth in this Agreement, including by:

- (a) Commencing and completing the responsibilities allocated to it in this Agreement in a timely manner, provided that all necessary reports and other documents are available, and UN Women is satisfied with the same;
- (b) Making transfers of funds in accordance with the provisions of this Agreement;
- (c) Making Property available in accordance with the provisions of this Agreement;
- (d) Undertaking and completing monitoring, evaluation and oversight of the Work;
- (e) Liaising on an ongoing basis, as needed, with the relevant Government (as applicable), other members of the United Nations Country Team, donors, and other stakeholders;
- (f) Providing training, if stated in the Partner Project Document, overall guidance, oversight, technical assistance and leadership, as appropriate, for the Work, and making itself available for consultations as reasonably requested; and,
- (g) Reimbursing the Partner for its Support Costs at the Support Cost Rate. The Partner acknowledges and agrees that the Partner is not entitled to any reimbursement for Support Costs exceeding, or any indirect costs in addition to, the agreed Support Cost Rate.

ARTICLE V FUND REQUESTS

- 1. UN Women shall provide the Partner with funds for the Work, subject to the availability of funds and the terms of this Agreement. UN Women's funding to the Partner shall not exceed the total amount of [fill currency and total amount] as set forth in the Partner Project Document. UN Women shall provide such funding to the Partner utilizing, at its discretion, any of the following three fund transfer modalities:
 - (a) Cash advance by UN Women to the Partner;
 - (b) Reimbursement by UN Women to the Partner; and,
 - (c) Direct payment by UN Women on the Partner's behalf to the Partner's vendor or supplier.
- 2. The fund transfers shall be made in installments as set forth in the Partner Project Document or more frequently if the criteria set forth in this Agreement have been satisfied. Each fund transfer shall be made utilizing the fund transfer modality decided solely by UN Women. The fund transfers shall be made in the currency used in the country where the Work is taking place.

Terms and conditions applicable to all fund transfer modalities

- 3. Any request for a fund transfer by the Partner shall fulfill the following criteria to the satisfaction of UN Women, failing which UN Women may decide not to honor the request in whole or in part:
 - (a) The Partner may submit funding requests, using the FACE Form, every three months during the term of the Agreement or more frequently provided that the Work relevant for those months has been completed and the corresponding funds expended, and the relevant criteria in the Agreement are satisfied.
 - (b) The FACE Form shall be signed by a Partner Authorized Officer.
 - (c) The request for fund transfer shall be accompanied by the financial and progress reporting as provided in Article VIII.
 - (d) The amount and purpose of the request shall be consistent with the provisions of this Agreement.
 - (e) The request shall be reasonable and justified under principles of sound financial management, in particular the principles of value for money and cost-effectiveness.
 - (f) Prior fund transfers shall have been reported on to UN Women's satisfaction in accordance with Article VIII.
 - (g) At least 80% or more of the expenditure relating to the immediately preceding fund transfer and 100% of the expenditure relating to all previous fund transfers, if any, have been reported to the satisfaction of UN Women. If the fund transfer request is made more frequently than every three months, all Work relevant for those months has been completed and all corresponding funds expended.
 - (h) There shall be no other grounds for believing the expenditure is in contravention of this Agreement, including the Partner Project Document.

Specific procedures for each fund transfer modality

- 4. Requests for cash advances:
 - (a) The Partner may submit funding requests for cash advances, using the FACE Form, every three months during the term of the Agreement except as set forth in sections (b) and (c) below.
 - (b) The Partner may submit the first funding request for a cash advance as soon as both Parties have signed this Agreement.

(c) The Partner may submit requests more frequently than every three months in accordance with section 3 above.

5. Requests for direct payment transfers:

- (a) The Partner may submit to UN Women a written request for direct payment to the Partner's vendor or supplier.
- (b) The request for direct payment must be submitted no later than the three-month period following receipt of the goods or services.
- (c) The request for direct payment shall in all cases include the vendor or supplier's banking information, the original invoice or invoices issued by the vendor or supplier to the Partner, the purchase order, the quotation and a written statement by the Partner Authorized Officer certifying that the vendor or supplier delivered the goods and/or performed the services satisfactorily and in accordance with the terms of the contract between the Partner and the vendor or supplier.

6. Requests for reimbursements:

- (a) Any expenditure by the Partner from its own resources in respect of which the Partner intends to request a reimbursement under this Agreement, shall be subject to prior funding authorization by UN Women. To obtain funding authorization of the Partner's expenditures that will be subject to reimbursement, the Partner shall submit to UN Women a funding authorization request for reimbursement in a form and format as decided by UN Women. This funding authorization request may not exceed the relevant amount set forth in the Partner Project Document and shall be duly signed by a Partner Authorized Officer. If the funding authorization request for reimbursement is in proper form and complete and all the requirements in this Agreement are met, UN Women will determine the amount to be authorized for funding and will authorize that amount by written reply to the Partner.
- (b) Subject to prior authorization under section 6 (a) above, the Partner may submit to UN Women a written request for a reimbursement further to section 3 above. The request for reimbursement shall be submitted in connection with satisfactory financial and proper progress reporting (see Article VIII).

Other provisions relevant for fund transfers

7. Revision of budget by Partner:

The Partner may, without UN Women's approval but with prior written notice to UN Women, revise the budget by re-allocating funds either within an activity or between activities identified by account codes on the FACE Form, as long as the re-allocation is not (i) exceeding twenty percent (20%) of the total budgeted amount; (ii) negatively

impacting the Results; or, (iii) increasing the total budgeted amount. Any other revisions of the budget require an amendment to this Agreement.

- 8. Payment of fund transfers by UN Women:
 - (a) If each request for fund transfer is received in a timely fashion and is in proper form and complete and all the requirements in this Agreement have been met, UN Women will determine the amount to be transferred and will transfer that amount to the Partner, or if the direct payment modality is used, on behalf of the Partner, within reasonable time.
 - (b) UN Women may decide to adjust the amount of any fund transfer where it has reason to do so, including:
 - i. To take into consideration the general progress made to the Work to date;
 - ii. To take into consideration any unspent or unsatisfactorily reported balance remaining with the Partner from any previous fund transfer or any amounts paid by UN Women as direct payment, reimbursement or otherwise, lost by the Partner or used by the Partner other than in accordance with this Agreement, including any amounts shown by audits, site/field visits, spot checks or investigations to have been so paid, lost or used;
 - iii. To take into consideration any expenditure that is ineligible in accordance with this Agreement;
 - iv. To take into consideration interest or income earned by the Partner from a previous fund transfer; and,
 - v. To withhold up to 10% of the total budgeted amount for the Work for risk management purposes.
 - (c) UN Women is only required to transfer to or (where the direct payment modality is used) on behalf of the Partner, the amount UN Women determines is due under the terms of this Agreement. UN Women shall not be liable to the Partner or any third party, including the Partner's vendor or supplier, for any amounts that UN Women determines are not owing under this Agreement.
 - (d) The fund transfers other than direct payments shall be made by UN Women to the following bank account:

Bank name: []
Bank address: []
Account title: []
Account No.: []

Bank contact person: []

ARTICLE VI ADMINISTRATION OF FUNDS AND PROPERTY

Administration of funds

- 1. The Partner shall administer the funds and carry out the Work under its own financial regulations, rules and procedures to the extent that they are determined to be appropriate by UN Women. Where UN Women determines that the Partner's financial regulations, rules, policies and procedures are not appropriate, UN Women shall give written notice the Partner. In such cases, UN Women may decide, *inter alia*, to implement the Work or any parts thereof, including procurement activities, directly or transfer the implementation thereof to another partner.
- 2. Where the Partner buys goods or services from the funds, the Partner shall do so giving due consideration to the following principles:
 - (a) Best value for money;
 - (b) Fairness, integrity and transparency; and,
 - (c) Competition.

Administration of Property

- 3. UN Women shall remain the owner of the Property.
- 4. UN Women may during the term of this Agreement decide that Property shall be reassigned towards the implementation of another UN Women programme or project, which may be implemented by the Partner or by another partner. In the latter case, the Partner shall, upon written instructions by UN Women, transfer the Property to the other partner, as directed. Article IX sets forth the obligations when the Work is completed, or the Agreement ends.
- 5. The Partner shall be responsible for the care, security, maintenance and physical inventory of the Property.
- 6. The Partner, unless self-insured, shall maintain insurance for the Property. Upon request, the Partner shall produce documentary evidence of such insurance including self-insurance.
- 7. The Partner shall place UN Women markings on the Property in consultation with UN Women.

- 8. In cases of damage, theft or other losses of the Property, the Partner shall provide UN Women with a comprehensive report, including a police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the Property.
- 9. UN Women shall assist the Partner in clearing the Property through customs at places of entry into the country where the Work is taking place.
- 10. Detailed inventories shall be taken of the Property by the Partner at the end of every year, or if the Agreement is for less than a calendar year, at the end of the Agreement.

ARTICLE VII RECORD KEEPING/ACCOUNTING SYSTEM

- 1. The Partner shall establish and maintain, for a period of seven (7) years after this Agreement ends the books and records set forth in this Article in a reasonable accounting system that enables UN Women to readily identify how the funds received under this Agreement have been used, including detailed inventories of the Property, expenditures, costs of goods and services, supporting documentation, all fund transfers received by the Partner and any unspent funds.
- 2. The Partner's books and records shall clearly show which transactions recorded in its accounting system represent the expenditures reported for each line on the FACE Form.
- 3. The books and records shall in addition to what is referred to under section 1 of this Article, include, but not be limited to, accounting records, written policies and procedures; sub-contractor or sub-partner files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; purchase orders; suppliers' invoices; contracts (including employment contracts); delivery notes; leases; airline tickets; gasoline coupons; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs; insurance documents; payroll documents; timesheets; memoranda; correspondence and HR records for personnel hired to assist with the Work; and any other relevant supporting documentation.
- 4. The Partner acknowledges and agrees that a written statement by the Partner that money has been spent is insufficient and cannot replace the original documentation to support expenditures.
- 5. If any necessary and supporting documentation or detailed inventory of Property is not properly maintained and available for review, or was lost or prematurely destroyed, UN Women may stop any further payment under the Agreement and demand refund of such amounts as set forth in Article 14.1 f of the General Terms and Conditions for Partner Agreements.

6. The Partner acknowledges and agrees that UN Women has the right to conduct audits, site/field visits, spot checks and investigations in accordance with Article 14 of the General Terms and Conditions for Partner Agreements.

ARTICLE VIII REPORTING REQUIREMENTS

Financial reporting

- 1. The Partner shall submit to UN Women the reports detailed below signed by the Partner Authorized Official. Such reports shall be in English. When UN Women has reviewed the reports, UN Women will determine to what extent it will approve the expenditure and further process fund transfers. UN Women's approval of the expenditure at this stage of the process does not preclude UN Women from claiming a refund of the same amount if it is later shown, including by an audit, site/field visit, spot check or investigation, that the initially approved expenditure was not in accordance with this Agreement or relates to misuse of funds including fraud or other proscribed practices.
- 2. All financial reporting to UN Women shall be performed by the Partner in the currency in which the fund transfer was made.
- 3. The Partner shall, using the FACE Form, submit financial reports no later than 20 calendar days after the end of every three-month period starting three months after UN Women disbursed the first fund transfer, or every time the Partner is requesting fund transfers, if the requests are made more frequently than every three-month period. The FACE Form:
 - (a) Shall include only eligible expenditures in the form of Direct Costs that are identifiable and verifiable. Direct Costs are identifiable when the expenditures are recorded in the Partner's accounting system and the accounting system shows which transactions represent the Direct Costs reported for each line on the FACE Form. The Direct Cost is verifiable when the expenditures can be confirmed by supporting documentation as set forth in Article VII;
 - (b) Shall include only expenditures that have been paid by the Partner. The financial report has been designed to reflect transactions on a cash basis. For this reason, unliquidated obligations or commitments should not be reported to UN Women, i.e., the reports should be prepared on a "cash basis", not on an accrual basis, and thus will include only expenses paid by the Partner and not commitments. Any cash disbursement to sub-partners, sub-contractors or vendors can be reported as expenses in the financial report only after the sub-contractor, sub-partner or vendor complete the activities for which these funds have been transferred;
 - (c) Shall not include any expenditures that are ineligible for fund transfer, as stipulated in section 5 below;

- (d) Shall include the balance of any unspent funds remaining from any previous fund transfers;
- (e) Shall include any refunds or adjustments received by the Partner against any previous fund transfers;
- (f) Shall include interest earned on any unspent balance remaining from any previous fund transfers;
- (g) Shall include any income earned when performing the Work; and,
- (h) Shall include the Support Costs.
- 4. The Partner shall submit an Excel sheet listing all documents supporting the liquidation of expenditure in the FACE Form and at a minimum specifying the name of the vendor or supplier, the date and a description of the goods or service and provide any original supporting documentation to UN Women immediately upon written request by UN Women.
- 5. The following are non-exhaustive examples of ineligible expenditures and, therefore, shall not be included in the FACE Form and UN Women shall be entitled to reject any such ineligible expenditure:
 - (a) Expenditures not made for the Work, or not necessary for the Partner to perform the Work as set forth in this Agreement;
 - (b) Expenditures for value-added tax unless the Partner can demonstrate to the satisfaction of UN Women that it is unable to recover the value-added tax:
 - (c) Expenditures paid or reimbursed to the Partner by another donor or entity;
 - (d) Expenditures in relation to which the Partner has received an in-kind contribution from another donor or entity;
 - (e) Any expenditure for indirect costs in excess of the Support Cost Rate;
 - (f) Expenditures that are not verifiable by supporting documentation as provided in Article VII of this Agreement;
 - (g) Salaries for Partner's employees, if the Partner is not a government, exceeding the rates payable by UN Women for comparable functions performed by locally recruited staff members at the relevant duty station;
 - (h) Salaries for Partner's employees, if the Partner is a government, exceeding the established salary or pay scale rates of the Partner for comparable functions, and in

- no case exceeding the rates payable by UN Women for comparable functions performed by locally recruited staff members at the relevant duty station;
- (i) Expenditures in respect of fees for individual consultants retained by the Partner exceeding the rates payable by UN Women for comparable services rendered by individual consultants;
- (j) Expenditures for travel, daily subsistence and related allowances for the Partner's employees or consultants exceeding the rates payable by UN Women to its staff members or consultants, as applicable;
- (k) Expenditures that have been incurred but have not actually been paid (see section 3 (b) above);
- (l) Expenditures that merely represent financial transfers between administrative units or locations of the Partner;
- (m) Expenditures that relate to obligations that were entered into before the commencement or after the end date of this Agreement; or,
- (n) Debt and debt service charges.

Progress Reporting

- 6. The Partner shall, using the Progress Report Form, submit narrative progress reports no later than 20 calendar days after the end of every three-month period starting three months after UN Women disbursed the first fund transfer, or every time the Partner is requesting fund transfers, if the requests are made more frequently than every three-month period.
- 7. The Partner shall always submit the progress report together with the financial report and such progress reports shall be filled out appropriately and duly signed by a Partner Authorized Official.

Inventory Reporting on Property

8. A detailed inventory report of the Property shall be submitted to UN Women within 30 calendar days after each calendar year, and at the end of the Agreement. If the Agreement is for less than one calendar year, the Partner shall submit the inventory report within 60 calendar days after the end of the Agreement.

ARTICLE IX COMPLETION OF THE WORK

1. The Partner shall, no later than 60 calendar days after the Work has been completed or the Agreement expired or is prematurely terminated, whichever happens first:

- (a) Submit to UN Women an inventory report of the Property. UN Women may decide that the Property shall be: (i) transferred for use by another partner; (ii) transferred back to UN Women; or (iii) donated to the Partner or a third party. The Partner shall deliver the Property at a reasonable time and place as instructed by UN Women in writing and shall fully cooperate with UN Women in good faith in the transfer and delivery;
- (b) Submit to UN Women a final financial report, using the FACE Form, including a request for reimbursement of any withheld amount; and,
- (c) Submit to UN Women a final progress report using the Progress Report Form.
- 2. UN Women shall when the Work has been completed or the Agreement expired or is prematurely terminated, whichever happens first, make a final liquidation of the funding provided under this Agreement. If UN Women's final liquidation shows that the Partner has received more funds than the Partner is entitled to in accordance with this Agreement, the Partner shall repay such balance within 30 calendar days of receiving a request for repayment. UN Women shall, when making such final liquidation of the funding, consider items, including any unspent funds, interest or income earned, ineligible expenditure or funds used for expenditure not supported by documentation.

ARTICLE X TERM OF AGREEMENT

This Agreement shall enter into force on the date it is signed by both Parties. It shall expire automatically on [fill in the date the Work shall be completed according to the timeline] unless terminated earlier in accordance with the terms of this Agreement.

IN WITNESS, WHEREOF, the undersigned, duly authorized by the respective Parties, have signed this Agreement.

For the Partner:	For UN Women:
Name: []	Name: []
Title: []	Title: []
Signature:	Signature:
Date: []	Date: []
Email: []	Email: []

Annex B-6 UN Women Anti-Fraud Policy

ANTI-FRAUD POLICY				
Effective Date	22 September 2025			
Review Date	21 September 2029			
Approved by	Executive Director			
Content Owner/s	Director – Strategy, Planning, Resources and Effectiveness			
	Manager - Enterprise Risk Management			

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1 Purpose

- 1.1 UN Women is committed to upholding the highest standards of integrity and accountability in all its operations. Any acts of Fraud in UN Women's activities result in the loss of funds, assets and other resources necessary to fulfill the entity's mandate. Fraud can also seriously damage UN Women's reputation and diminish the trust of UN Women's stakeholders in its ability to deliver results in an accountable and transparent manner. Furthermore, it may affect Personnel effectiveness, motivation and morale, and impact on UN Women's ability to attract and retain a talented work force. As part of this commitment, UN Women has developed a comprehensive Anti-Fraud Management Framework. The framework is not a standalone initiative but is designed to be integrated with other related frameworks and applied to ensure coordinated practices across UN Women's activities.
- 1.2 The purpose of the Anti-Fraud Policy ('this Policy') is to:
 - a) Clarify the roles and responsibilities with respect to the application of this Policy.
 - b) Outline the measures to be followed to prevent, detect and respond to Fraud within UN Women.
 - c) Enhance transparency and accountability among stakeholders, safeguarding resources and upholding the integrity of UN Women's mission to advance gender equality and women empowerment.

2 Application

- 2.1 This Policy applies to all Personnel. It is of specific relevance to all those with roles and responsibilities in respect of its application, in accordance with section 4.
- 2.2 Entities that have contractual arrangements with UN Women such as programme partners are expected to be aware of this Policy, have in place policies and procedures for combatting Fraud and have a duty to ensure that UN Women's resources are safeguarded and used for the intended purposes. Although not within the scope of this Policy, appropriate provisions are included in all contractual agreements with programme partners.

3 Definitions

3.1 For the purposes of this Policy, the terms and phrases referred to herein have the following meaning:

"Affiliate Personnel"	means those Personnel engaged by UN Women to perform services for UN								
	Women whose contractual relationships are not governed by letters of								
	appointments subject to the Staff Regulations and Rules of the United Nations,								
	including independent contractors (which include service contract holders,								
	personnel services agreement holders and consultants), Personnel engaged on								

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	a Non-Reimbursable Loan Agreement, United Nations Volunteers, fellows, and interns.						
"Anti-Fraud	The adopted Fraud management principles, approach, methodology and tools						
Management Framework"	that UN Women uses to articulate the governance of Fraud. This includes the Policy, the Fraud Risk Assessment Guidance and other related tools, templat and systems.						
"Business Process	Heads of Headquarters (global functions) who are responsible for overseeing						
Owners"	and managing a specific business process, from end to end, and for designing and implementing policies, procedures and guidance.						
"Business Unit(s)"	means a Headquarters Division/Section, a Regional Office or and Country Office.						
"Fraud"	means any act or omission whereby an individual or entity knowingly misrepresents or conceals a material fact (a) in order to obtain an undue benefit or advantage for himself, herself, itself, or a Third Party, and/or (b) in such a way as to cause an individual or entity to act or fail to act, to his, her or its detriment (High-Level Committee on Management (HLCM), 33rd Session, March 2017).						
	For the purpose of this Policy, Fraud is the collective term used to describe prohibited practices such as Coercion, Collusion, Corruption, Money Laundering, Obstruction, Theft/Misappropriation.						
"Heads of Office"	means a Division Director at Headquarters, a Regional Director, a Multi-Country or Country Representative, or a Head of Liaison Office. (Note: Regional Directors and Representatives of Multi-Country Offices are the Heads of Offices for Non-Physical Presence Offices and Sub-Offices)						
"Investigation"	means an administrative fact-finding exercise and examination of evidence to objectively determine the facts following the receipt of an allegation. At the conclusion of an Investigation, a file of evidence is assembled to form the basi of possible further action, including disciplinary measures.						
"Misconduct"	means the failure by a Staff Member to comply with their obligations under the Charter of the United Nations, the Staff Regulations and Rules or other relevant administrative issuances, or to observe the standards of conduct expected of an international civil servant. Such a failure could be deliberate (intentional or willful act) or result from an extreme or aggravated failure to exercise the standard of care that a reasonable person would have exercised with respect to a reasonably foreseeable risk (gross negligence) or from a complete disregard of a risk which is likely to cause harm (recklessness)."						
"Personnel"	means Staff Members and Affiliate Personnel						
"Retaliation"	under the Protection Against Retaliation Policy, means any direct or indirect detrimental action that adversely affects the employment or working						

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	conditions of a member of Personnel, where such action has been								
	recommended, threatened, or taken for the purpose of punishing,								
	intimidating, or injuring a member of Personnel because that individual								
	engaged in a protected activity as defined in the Protection Against Retaliation								
	Policy.								
"Risk Assessment"	means a process which involves identifying and evaluating UN Women's								
	applicable standardized Risks, evaluating and measuring the Risk severity, as								
	well as determining appropriate mitigating actions.								
"Staff Member(s)"	means a person who is working for UN Women whose employment and								
	contractual relationship are defined by a letter of appointment subject to the								
	Staff Regulations and Rules of the United Nations.								
"Third Party/Parties"	means any external party that has a contractual agreement with UN Women.								

4 Roles and Responsibilities

4.1 In accordance with UN Women's three lines model, the following personnel and/or functions have specific roles and responsibilities with respect to the implementation of this Policy:

Primary Stakeholders						
UN Women Executive Provides oversight over the effectiveness of UN Women's risk management						
Board	framework and receives updates on the management and mitigation of the UN					
	Women's significant risks and emerging exposures.					
Executive Director	Ultimately accountable for the establishment and management of an					
	effective system for Fraud prevention, detection and response, with the					
	support of other relevant Personnel and functions, as outlined within					
	the roles and responsibilities section of this Policy.					
First and Second Line						
Business Process Owners (BPOs)	 Design and operate efficient and effective Fraud prevention and detection controls within the respective span of control and authority, by including provisions for the management of Fraud within the related policies, procedures and guidance, and oversee the implementation of and compliance thereof, within each business process. Provide oversight in respect of compliance with relevant policies and procedures and the provisions related to Fraud For relevant business processes, as outlined in section 5.10 of this Policy, carry out Fraud Risk Assessments and ensures that the Fraud risk profile is up to date. Regularly monitor the effectiveness of the application and effectiveness of existing and planned mitigation actions. 					

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	 Manage the risk of Fraud that may arise from outsourcing of services to Third Party providers
Head(s) of Office	 Party providers. Ensure compliance with this Policy and other relevant policies, procedures and guidance. Establish an ethical working environment to support the organizational culture, by raising awareness of this Policy and reiterating the importance of preventing, managing and reporting Fraud. Ensure that Fraud Risk Assessments are carried out biennially, in accordance with the Fraud Risk Assessment Guidance, as well as any other relevant instructions provided. Maintain and review the relevant Fraud risk register, and in doing so, validate the likelihood and impact of risks identified and the effectiveness of existing controls. Provide guidance in the consideration of additional mitigating actions that may be required to manage the risk of Fraud. Escalate any Fraud risks that crystallize and that meet one or all the established criteria for escalation, as per the process outlined in the Risk Management Procedure. In collaboration with the Learning and Development unit of the Human Resources Division, shall be responsible for monitoring and tracking the progress on the completion of the above training for all Personnel and shall
Personnel	 provide updates as part of the quarterly business review process. Understand and comply with the provisions of this Policy, obligations and rights, understanding the roles and responsibilities with respect to the implementation of this Policy. Complete mandatory training on Fraud and corruption, ethics and integrity and attend and contribute to organizational learning and awareness sessions. Contribute to Fraud Risk Assessments as may be required. Report, in good faith, suspicions and allegations of Fraud using the mechanisms provided in section 5.22 of this Policy.
Chief Risk Officer	 Manages the implementation of UN Women's Anti-Fraud Management Framework. This shall include an assessment of the effectiveness of UN Women's Anti-Fraud measures to ensure alignment of these measures with overall risk management strategies, as well as providing insights and recommendations to those with relevant roles and responsibilities within the Anti-Fraud Management Framework, ensuring it remains robust and responsive to emerging risks. Leads efforts on reporting to the Risk Management Committee.
Ethics Advisor	■ The Ethics Advisor promotes an organizational culture of integrity,

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	transparency and accountability, by providing confidential ethics advice to all Personnel on appropriate standards of conduct, as well as the inclusion, where relevant, of ethics in anti-Fraud training programs. Receives and conducts preliminary reviews of requests for protection against Retaliation following a report of possible Misconduct or cooperation with an audit or Investigation in accordance with the Protection Against Retaliation Policy.
Financial Management Function	 Ensures the adequacy of design and operating effectiveness of financial internal controls (including those designed to prevent and detect Fraud) and ensuring overall compliance with relevant policies such as the Internal Control Framework Policy and the Delegation of Authority Policy. Working with other relevant functions provides support for the recovery of financial loss or other assets.
Legal Office	 Reviews the Investigation reports prepared by the Investigation Function and recommending the initiation of disciplinary and administrative actions, where relevant Assists, as appropriate, in the recovery action of any financial loss. Considers, in consultation with the UN Office of Legal Affairs, whether a referral to national authorities is appropriate
Regional Offices and HQ Divisional Directorates	 Raise awareness of Fraud by ensuring that ongoing training and guidance is provided to relevant Personnel and ensure that mandatory training requirements are met for all respective offices and functions. Oversee the implementation of Fraud risk management activities within the respective region/directorate, ensuring that biennial Fraud Risk Assessments (where applicable) are completed within the timelines provided. For Regional Offices, review Fraud risk registers of individual offices and ensure that these reasonably reflect the Fraud risk profile of the office, based on the effectiveness and application of existing controls. Ensure that a feedback mechanism is in place for receiving external party reporting of suspected cases of Fraud (outside of the provisions outlined in section 5.20 of this Policy).
Risk Management Committee	 Leads the oversight and monitoring of fraud prevention and detection measures designed to manage potential risks that may expose the organization to Fraud. Receives an annual update on the Fraud risk plan and on UN Women's Fraud risk profile.
Risk Management Function	 Provides technical support towards the application of this Policy, serving as the repository of knowledge of the Anti-Fraud Management Framework and leads efforts to enhance awareness thereof. Monitors Fraud risk management activities across UN Women and ensures

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that the approaches are aligned to best practices. Provides guidance on the completion of the Fraud Risk Assessments within the planned time frames. Supports, where appropriate, the facilitation of Fraud Risk Assessments, particularly for significant projects, specific Country Offices, and/or Business Process Owners. Carries out quality assurance of Fraud risk registers and provides feedback thereon. Consolidates, disaggregates and reports on Fraud risk data across all UN Women Business Units, with the purpose of determining the corporate wide Fraud risk profile. Reports on the implementation of the UN Women fraud risk management plan on an annual basis to the Risk Management Committee. Oversees the nominated Fraud champions who act as facilitators as part of capacity building initiatives. Works collaboratively with other corporate oversight functions to implement consistent and effective approaches to the governance of Fraud. Third Line Independent Provides independent advice on the adequacy of internal controls to manage **Evaluation, Audit** the risk of Fraud and other types of wrongdoing. and Investigation Working with OIOS, has the authority and responsibility for investigating Service (IEAIS) allegations of Fraud. **United Nations** Provides independent advice on the adequacy of internal controls to manage **Board of Auditors** the risk of Fraud and other types of wrongdoing. • Reporting on losses arising because of Fraud within the financial statements.

Roles and responsibilities across the components of the Anti-Fraud Management Framework are summarized in Annex 1.

5 Policy

General Principles

5.1 This Policy is based on the principles set out in the Staff Regulations and Rules of the United Nations, the Financial Regulations and Rules, the Standards of Conduct for the International Civil Service, the standards of conduct outlined in the regulations set forth in ST/SGB/2002/9 entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission" as well as other relevant UN Women policies and procedures as outlined in section 8 of this Policy. It also reflects the principles underlying the United Nations Convention against Corruption and on prevailing best practices for the management of Fraud.

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- 5.2 Committing Fraud is against the core values of UN Women and can have a serious impact on the effective implementation of UN Women's activities and operations. Fraud not only diverts resources from their ultimate purposes but also undermine public trust and confidence in UN Women. Consequently, UN Women has a low-risk appetite towards Fraud and a zerotolerance of Fraud and other types of wrongdoing.
- 5.3 Examples of types of Fraud, that are collectively referred to as proscribed practices, are included below:
 - a. Corruption/corrupt practices means the offering, giving, receiving, or soliciting, directly or indirectly, or attempting to do so, of anything of value to improperly influence the actions of another party. Without limiting the foregoing, corruption could involve, among other things, abuse of a conflict of interest, improper gratuities (including unauthorized acceptance of honors, gifts, or remuneration), bribery (including kickbacks) or economic extortion.
 - Coercion: means 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.
 - c. Collusion/collusive practice means an arrangement between two or more parties designed to achieve an improper purpose, including but not limited to, influencing improperly the actions of another party.
 - d. Money laundering: means the processing of criminal proceeds to conceal or disguise the nature, source, location, disposition, movement of such proceeds or aiding, abetting and facilitating such acts.
 - e. Obstruction: means deliberately destroying, falsifying, altering or concealing of evidence material to the Investigation or making false statements to investigators to materially impede a duly authorized Investigation into suspected cases of Fraud; and/or threatening, harassing or intimidating any party to prevent that party from disclosing its knowledge of matters relevant to the Investigation or from pursuing the Investigation; or acts intended to materially impede the exercise of UN Women's contractual rights of access to information.
 - f. Theft/Misappropriation means the unauthorized taking of anything that belongs to another individual or entity
- 5.4 The Anti-Fraud Management Framework is aligned with the Committee of Sponsoring Organizations of the Treadway Commission (COSO) 2013 Fraud Risk Management Guide, and includes the following components:
 - a) Fraud risk governance
 - b) Fraud Risk Assessments
 - c) Fraud control activities
 - d) Fraud Investigation and corrective action
 - e) Fraud risk monitoring activities

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Fraud Risk Governance

- 5.5 UN Women shall establish an Anti-Fraud Management Framework that demonstrates the entity's commitment to high integrity and ethical values regarding the management of the risk of Fraud and that is aligned to the Risk Management Policy, Internal Control Framework Policy, Investigations and Disciplinary Process Policy and the Protection Against Retaliation Policy.
- 5.6 Fraud risk governance is meant to facilitate the delivery of UN Women's objectives by ensuring that resources are spent effectively and that assets are safeguarded. The governance of Fraud risk falls into three main categories; prevention, detection and response, which are interdependent and mutually reinforcing.
- 5.7 The management of Fraud is a shared management responsibility that cuts across functional and managerial reporting lines. Heads of Offices and Business Process Owners, with delegated authority, are accountable for complying with this Policy and ensuring the adequacy of relevant fraud risk management measures, including fraud control activities (including prevention and detective controls), Fraud Risk Assessments, training and awareness, remediation and corrective actions.
- 5.8 This Policy also promotes a strong ethical and organizational culture that is driven by management's commitment to encouraging an anti-fraud culture that is consistent with the standards of conduct expected of personnel, such as those relating to conflicts of interest, gifts and hospitality, abuse of authority and harassment. The standards of conduct include those prescribed in the United Nations Staff Regulations and Rules, the Standards of Conduct for the International Civil Service, and the "Status, basic rights and duties of United Nations staff members" (ST/SGB/2016/9) which are applicable to Staff Members and the contractual obligation requirements applicable to Affiliate Personnel and Third Parties are designed to encourage the highest standards of professional conduct, align with organizational values in doing so, and deter fraudulent practices. These efforts ensure that the ethical and organizational culture adequately supports the risk culture and the overall approach to the management of the risk of Fraud.

Fraud Risk Assessments

- 5.9 In accordance with this Policy, regional and country office Business Units, as well as relevant Headquarters Business Units shall undertake and complete Fraud risks assessments on a biennial basis (every 2 years), as an iterative process for identify and assessing Fraud risks relevant to UN Women, or more frequently as may be needed. These shall be undertaken as follows:
 - a) Business Process Owners from specific Headquarters Business Units shall carry out Fraud Risk Assessments, the outputs of which shall inform the design and approach to the Regional/Country office Fraud Risk Assessments. These specific HQ business process Fraud Risk Assessments relate to business processes that have an inherent exposure to the risk of Fraud as follows: Procurement and Travel Services, Project Management, Programme Partner Management, Human Resources, Finance, Asset Management,

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- Information Systems and Telecommunications and other business processes that may emerge as having an inherently high risk of exposure to Fraud.
- b) Regional Office and Country Office Fraud Risk Assessments shall then be carried out. These assessments include the identification of Fraud risk scenarios, the evaluation of the likelihood and impact of these scenarios occurring based on the adequacy and effectiveness of existing controls, the development of mitigation actions and the reporting of Fraud risks as identified and evaluated. Where relevant, outputs of these assessments may be used to inform HQ business process owners of areas of emerging risks that may not have been considered and/or additional controls that may need to be considered.
- 5.10 Fraud Risk Assessments shall be completed in accordance with the Fraud Risk Assessment Guidance, the outputs of which are Fraud risk registers, which are intended to be used to minimize UN Women's exposure to Fraud related risks and facilitate the identification of areas where management should focus its efforts, while strengthening the UN Women's Anti-Fraud Management Framework.
- 5.11 The completed Fraud risk registers shall be the subject of an independent quality assurance process, carried out by the Risk Management function, and supported by the Regional Risk Focal Points (for the Country Offices) as may be required. This quality assurance process is intended to ensure that the Business Units undertake a balanced assessment of Fraud risks, taking into account feedback received from other internal and external sources (e.g., assessment results from UN Women's third line), and also ensure that opportunities are identified where actions can be taken to strengthen the control environment.
- 5.12 In addition to the biennial cyclical Fraud Risk Assessments, risks related to Fraud must be identified and considered in the development and implementation of policies to govern business processes. This may require an assessment by the respective Business Process Owner, to consider how easily acts of Fraud might occur and to ensure that adequate controls are included in the provisions of the respective policy.
- 5.13 When designing a new project, it is important to ensure that the risk of Fraud is fully considered and assessed as part of the project design and that this risk is evaluated within the project risk register. This is especially important for high-risk projects that may be complex or that are implemented in environments that have an inherently high exposure to such types of risks. The Head of Office is responsible for ensuring that Project Managers evaluate the risk of fraudulent acts as part of the project design and implementation. Informed decisions by the Head of Office shall be made on additional mitigating actions, including strengthened controls. Where there are concerns about the level of Fraud risk within a project, this shall be supported by an expert in-depth analysis, if necessary, to identify effective mitigation actions.

Fraud Control Activities

5.14 Fraud control activities are integral to UN Women's internal control environment. Control activities are the actions established through the policies and procedures to ensure that management directives and instructions are carried out and complied with. In addition to

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communicating management's intent and risk appetite, Fraud control activities are designed to mitigate the risk of Fraud. Fraud control activities can be classified as either preventive (designed to avoid a fraudulent event or transaction) or detective (designed to discover a fraudulent event or transaction). Fraud control activities are established through the Internal Control Framework Policy, the Internal Control Framework Implementation Procedure and other policies and procedures contained in the Policy, Procedure and Guidance (PPG) Framework.

5.15 Fraud prevention and detection controls are managed in accordance with the following:

- a. Design and implementation of prevention and detection controls: Business Process Owners are responsible for designing control activities, as part of policies and procedures, preventive and detective controls (automated and manual) and which must be continuously monitored at all levels for effectiveness. Heads of Offices are responsible for ensuring that these preventive and detective controls are applied by all Personnel in an effective manner and for ensuring compliance thereto. Examples of controls included in relevant policies that may mitigate the risk of Fraud are as follows:
 - i. Management of Personnel due diligence in hiring processes and effective performance management. Due diligence is conducted during any recruitment process for Personnel, regardless of appointment or contract type or grade/level and includes assessment of actual or perceived conflict of interest, for which all Personnel are required to make ongoing declarations of any perceived or actual conflict. Relevant managers and supervisors shall make use of documented work plans and performance appraisals.
 - ii. Segregation of duties: effective separation of duties and assignment of responsibilities. UN Women implements appropriate levels of checks and balances regarding the actions of individuals, in addition to establishing defined reporting lines, job descriptions, delegation of authority for decision making.
 - iii. Data integrity and reconciliations: this includes validation checks and data integrity analysis, that shall be inbuilt into the automated systems for real-time prevention and detection of anomalies and errors. Business Process Owners shall continuously review the business processes and shall make efforts to update automated controls for the purpose of strengthening the effectiveness of automated controls.
 - iv. Access controls: this includes the monitoring of system profiles and physical access to premises. UN Women implements a user matrix with defined system role profiles which are assigned to relevant Personnel in line with responsibilities based on the separation of duties as detailed in the Internal Control Framework Procedure.
- b. **Management of Third Parties**: all Heads of Office (supported by relevant Personnel) have a responsibility to identify the types of Fraud risks that UN Women may be exposed to, within each respective area. This includes those related to the management of programme partners, vendors, and other Third Parties as follows:

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- i. Relevant Personnel are expected to undertake rigorous selection procedures for programme partners and vendors including an assessment of their capacity to fulfil their obligations. In addition, relevant Personnel shall undertake regular and ongoing monitoring of Third Parties including thorough performance evaluations and feedback mechanisms, which are intended to monitor performance, but are also intended to identify exposures to the risk of Fraud.
- ii. Engagements with Third Parties should include an analysis of the contracting terms that include theeffective management of Third-Party risks including Fraud. Furthermore, Business Process Owners, Heads of Offices and pertaining Programme/Project managers shall implement effective monitoring tools, as appropriate, for Third-Party activities including an assessment of UN Women's exposure to the risk of Fraud arising from the outsourced services and/or engagements.
- iii. Programme Partners: as part of the risk-based capacity assessment of programme partners, Heads of Office supported by Project Managers must ensure that an assessment is made of whether Programme Partners have effective policies and systems in place to prevent, detect and report on Fraud, and to address and follow up on such irregularities. In accordance with the Partner Agreement, Project Managers should provide existing and potential programme partners with a copy of this Policy to ensure that UN Women's mechanisms, reporting obligations and relevant corrective actions that may be required are clear. Furthermore, UN Women shall not engage programme partners that appear on the Consolidated United Nations Security Council Sanctions List and the United Nations Global Market Place Vendor Ineligibility List. Programme Partners under sanctions will also be flagged on the UN Partner Portal.
- iv. The Procurement and Travel Services function is responsible for providing oversight and monitoring tools to Personnel/offices who shall ensure, through the due diligence processes, that vendors adhere to the highest standards of moral and ethical conduct, respect international and local laws and not engage in any form of proscribed practices, as referred to in section 5.3 of this Policy. As set out in the UN Women General Conditions of Contract, vendors have an obligation to comply with relevant Investigations conducted on behalf of UN Women.
- v. In accordance with UN Women's Private Sector Engagement Policy, relevant Personnel shall ensure that UN Women does not engage with private sector entities that are involved in exclusionary and sensitive criteria, that may include Fraud. In addition, in compliance with the United Nations Security Council sanctions regime, UN Women shall not engage in partnerships with entities or individuals involved in such activities.
- 5.16 Internal Controls: UN Women's internal control framework, as outlined in the Internal Control Framework Policy and the Internal Control Framework Implementation Procedure features five interrelated components of internal control that are an integral element of an effective accountability framework, and which includes the control environment; risk management;

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control activities; information and communication; and monitoring. Internal controls are established in various areas such as procurement, asset management, financial management, human resources management, programme and project management, and contain various components aimed at enabling UN Women to detect control deficiencies or risks.

- 5.17 **Training:** all Personnel, regardless of contract type, must complete ALL mandatory training (available online), within 180 days of commencing their contract/appointment with UN Women. This includes the following, which are relevant to the management of Fraud:
 - a) Fraud and Corruption Awareness and Prevention
 - b) Ethics and Integrity at the United Nations
- 5.18 Awareness: Heads of Offices shall be responsible for ensuring that all Personnel attend inperson and virtual training that is made available, and that focuses on raising awareness on anti-fraud activities. Heads of Offices shall also be expected to ensure that all programme Personnel are aware of the Fraud Awareness for Implementing Partners course that is available on the Agora platform and the UN Partner Portal and shall encourage programme Personnel to complete this course to be able to effectively build capacities of programme partners in Fraud awareness.

Fraud Investigation and Corrective Actions

- 5.19 UN Women will investigate all credible allegations of Fraud involving UN Women. Where these actions are established, UN Women will determine the appropriate steps in accordance with the Investigations and Disciplinary Process Policy
- 5.20 Reporting of allegations of Fraud:
 - a) Staff Members with information about suspected Fraud are required to report the allegation to the Office of Internal Oversight Services (OIOS). Affiliate Personnel and Third Parties with information regarding suspected Fraud are strongly encouraged to report the allegation to the OIOS. OIOS has established and maintains a reporting mechanism, also known as the Investigation Hotline, to ensure that persons wishing to report Fraud may do so at any time, free of charge, and confidentially. The Investigation hotline can be directly accessed worldwide in different ways:

Online reporting form: Report wrongdoing through this link

Phone: + 1 212-963-1111 (24 hours a day)

Regular mail:

Director, Investigations Division – Office of Internal Oversight Services

1 United Nations Plaza 9th Floor

New York, NY, 10017, U.S.A.

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b) Where relevant, Personnel are also encouraged to report suspected Fraud to the supervisor or any other appropriate supervisor within the Business Unit who may then make the report to OIOS, based on the evidence available.

Protection Against Retaliation

- 5.21 UN Women does not tolerate any form of retaliation. Personnel who believe that retaliatory action has been taken against them because they have reported Misconduct or wrongdoing, including Fraud, or cooperated with a duly authorized Investigation or audit, may submit a request for protection against Retaliation to the Ethics Advisor by email to ethics@unwomen.org using the Protection Against Retaliation Form. Upon receipt of a completed Protection against Retaliation Request Form, the Ethics Advisor will promptly acknowledge receipt and conduct a preliminary review of the request to determine whether (a) the complainant engaged in a protected activity; and (b) there is a prima facie case that the Protected Activity was a contributing factor in causing the alleged Retaliation. Prima facie cases of Retaliation will be referred to OIOS for Investigation.
- 5.22 **Investigations and case analysis:** All reports received by OIOS will be assessed through an intake process. Where it is determined that the matter warrants an OIOS Investigation, it will be appropriately assigned. The Investigation is a detailed inquiry and examination of evidence to objectively determine the facts following the receipt of an allegation. At the conclusion of an Investigation, a file of evidence is assembled to form the basis of further action (such as a decision on whether formal charges of misconduct should be made against a staff member or administrative action should be taken against a staff member, Affiliate Personnel, vendors, programme partners or other Third Parties).
- 5.23 **Remediation and Corrective Action:** upon the conclusion of an Investigation process and upon receipt of the information on the results of the Investigation(s), UN Women will determine what further action shall be taken such as the following:
 - a) For Staff Members, further action may include disciplinary or non-disciplinary measures, or, in consultation with the UN Office of Legal Affairs, referral of the matter to the appropriate national authorities of the Member State in accordance with General Assembly resolution 62/63.
 - b) For other parties, including Affiliate Personnel, Programme Partners, and vendors, action may be taken in accordance with the contractual arrangements between UN Women and the relevant party. This may include sanctions, contractual claims and/or termination of contract. In addition, in consultation with the UN Office of Legal Affairs, the matter could be referred to the appropriate national authorities of the Member State.
 - c) If there is evidence of improper use of funds as determined after an Investigation, UN Women will use its best efforts, consistent with its regulations, rules, policies, and procedures to recover any funds misused.

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- d) Lessons learned from incidents of Fraud provide UN Women with insights into control weaknesses and possible recurring patterns. The Risk Management function, working with Business Process Owners and Heads of Offices, shall, as part of lessons learned, ensure that actions are taken to rectify lapses in controls that may have been identified, and which have been highlighted by IEAIS as key matters arising from closed investigations which point to control weaknesses or gaps in internal controls. These matters, where available, should be included as part of the Fraud Risk Assessment process to prevent both the likelihood and impact of recurrence and should, where relevant, inform revisions to relevant policies, procedures and guidance.
- 5.24 **Referral to Law Enforcement and Civil Litigation**: the Legal Office shall consider, in consultation with the UN Office of Legal Affairs, whether a referral of a matter to national authorities of a Member State is appropriate, including whether a referral is required in accordance with UN General Assembly Resolution 62/63.
- 5.25 Recovery of Financial Loss or Assets: Financial Management Services, working with relevant functions such as the Legal Office, Human Resources Division and/or Programme Management Support Unit, is responsible for taking actions to recover any financial loss or assets identified during the Investigation.
- 5.26 **Disclosing and reporting cases of Fraud:** Fraud investigated by the Investigation Function will be reported to the Executive Board through its established reporting mechanisms, as follows:
 - a) Cases of confirmed Fraud are publicly reported to the UN Women's Executive Board by the United Nations Board of Auditors through the Report of the Board of Auditors.
 - b) An annual report on Investigation activities is also provided to the Executive Board. As requested by the Executive Board in its decision UNW/2015/4, this report includes complaints received broken down by category including fraud, disposition of cases, and any financial loss as well as information on the actions taken and UN Women's management's response to substantiated allegations of misconduct including fraud.
 - c) Pursuant to the Investigation and Disciplinary Process Policy and "in the interests of transparency, the Executive Director shall inform the UN Women Executive Board of disciplinary decisions taken in the course of the preceding year and publish an annual report of cases of misconduct (without the individuals' names) that have resulted in the imposition of disciplinary measures."
 - d) The Director, IEAIS and OIOS, may provide additional reports to the Executive Board, and may also provide in-person briefings during the year, as they deem appropriate, or in response to requests for such a briefing from the President of the Executive Board.
 - e) Information relating to allegations of Fraud, subsequent Investigations and post-Investigation actions are to be treated confidentially and with the utmost discretion to ensure inter alia the probity and confidentiality of any Investigation, to maximize the prospect of recovery of funds, to ensure the safety and security of persons or assets, and to respect the due process rights of all involved.

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Monitoring Activities

- 5.27 The monitoring of the design and effectiveness of this Policy and the overall Fraud Management program shall be undertaken by the Risk Management Function; this shall be undertaken in a manner that ensures that the five components of the program, as defined in this Policy are present and functioning as designed, and to ensure that UN Women identifies changes in a timely manner.
- 5.28 The monitoring of compliance with relevant provisions of this Policy shall be undertaken by relevant Business Process Owners, Regional Offices and HQ Divisional Directors. This shall include the review and monitoring of compliance to policies and procedures and the review of the fraud risk landscape to identify areas where UN Women may be exposed to a high risk of Fraud. Examples of monitoring activities include the following:
- 5.29 Providing oversight to ensure compliance with the Internal Control Framework Policy and the Delegation of Authority Policy. This also included compliance with anti-fraud controls in other policies such as the Procurement and Contracts Management Policy, Asset Management Policy, Programme Partner Management Policy, etc.
- 5.30 Use of measures to detect instances of non-compliance, e.g. exception reporting to detect risk factors that exceed the thresholds set in the policies or procedures, or that deviate from the expected norm, and which may highlight potential compliance issues.
- 5.31 Requests for certifications from Heads of Offices, confirming compliance to internal controls outlined in related policies, procedures and guidance.
- 5.32 Review of the results of audits and Investigations that are related to actual or potential Fraud.

6 Exceptions to this Policy

- 6.1 Exceptions to this Policy are strongly discouraged and are permitted only in very limited circumstances and require pre-approval by the Executive Director. The process to be followed in the unlikely event that an exception to this Policy is required is outlined in paragraph 5.9 of the Policy, Procedure and Guidance Framework Procedure.
- 6.2 A deviation from this Policy that has not been pre-approved by the Executive Director will be classified as a post-facto case and is not permitted.
- 6.3 It is not acceptable under any circumstance for Personnel to take any action that is inconsistent with this policy as this could lead to reputational, financial, governance and other types of risks.
- 6.4 Personnel who do take any action that is inconsistent with this Policy will be held accountable for their actions.
- 6.5 Monitoring and reporting on exceptions: The content owners of this Policy (Director, SPRED and Manager ERM) have an obligation to monitor the validity and application of all approved

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exceptions to this Policy and the related procedures (where granted), and to report to the Internal Policy Management Team on a quarterly basis, on the validity of these exceptions

7 Other Provisions

7.1 This Policy supersedes the Anti-Fraud Policy dated 20 June 2018.

8 Relevant documents

- 8.1 Risk Management Policy
- 8.2 Internal Control Framework Policy
- 8.3 Investigation and Disciplinary Process
- 8.4 Charter of the Independent Evaluation Audit and Investigation Services
- 8.5 Protection Against Retaliation Policy
- 8.6 Procurement and Contract Management Policy
- 8.7 Staff Rules and Regulations of the United Nations
- 8.8 Addressing Allegations of Fraud by a Partner or its Personnel-Guidance

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Annex 1 – Roles and Responsibilities Matrix across the Anti-Fraud Management Framework

P: Primary Responsibility (Lead)

A: Assist (Supporting Role) SR: Shared Responsibility

		BPOs	Heads of Office	ERM	IEAIS	OIOS	Legal	Ethics	RMC	ED
1.	Fraud Risk Governance									
1.1	Anti-Fraud strategy								Р	Р
1.2	Anti-Fraud Policy framework ownership	SR		Р						
1.3	Anti-Fraud Policy compliance	Р	Р	SR						
1.4	Anti-Fraud Framework evaluation and reporting			Р						
2	Fraud Risk Assessments									
2.1	Fraud Risk Assessment	SR		Р						
3.	Fraud Control Activities									
3.1	Fraud Prevention & Detection Controls	Р	SR							
3.2	Internal Controls	P(Fin)								
3.3	Fraud Training and Awareness	Р		SR						
4	Fraud Investigation, Protection Against Retaliation and Corrective Actions									
4.1	Management of Investigations Hotline					Р				
4.2	Protection Against Retaliation mechanism					P^1		P ²		
4.3	Investigations and Case analysis				SR	Р				
4.4	Remediation and Corrective action, including Disciplinary Actions	SR	SR				Α			Р
4.5	Referral to Law enforcement and Civil Litigation						Р			
4.6	Recovery of Financial Loss/Assets	P(Fin)								
4.8	Disclosing and reporting cases of Fraud									Р
5	Fraud Risk Management Monitoring Activities									
5.1	Monitoring of compliance with the Anti-Fraud policy and related procedures	Р	SR	SR						

¹ Investigations

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² Preliminary reviews

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