FINANCING AGREEMENT: GRANT

Between

THE UNITED NATIONS CAPITAL DEVELOPMENT FUND (UNCDF)

And < Name >

Recipient Institution

Country / Corridor

UNCDF/COUNTRYURLCODE/PBA/22/XX

A. GRANT AGREEMENT

GRANT AGREEMENT BETWEEN UNCDF and Recipient Institution FOR THE PROVISION OF GRANT FUNDS

Grant Agreement (hereinafter referred to as the "Agreement') made between **the United Nations Capital Development Fund ("UNCDF" or "Grantor"), and Recipient Institution duly incorporated in Country** (hereinafter referred to as the "Recipient Institution").

WHEREAS the **Grantor** desires to provide funding to the **Recipient Institution** in the context of a Programme as detailed in Annex 1 and on the terms and conditions hereinafter set forth,

WHEREAS the **Recipient Institution** is ready and willing to accept such funds from the **Grantor** for the above-mentioned activities on the said terms and conditions.

NOW, therefore, the parties hereto agree as follows:

I. Responsibilities of the Recipient Institution

- 1.1 The Recipient Institution agrees to: complete the key results/milestones specified in the Section III below, including providing reports and statements to the Grantor in accordance with the Monitoring Schedule. The Recipient Institution shall be responsible for verifying the accuracy of all reports. Funds provided pursuant to this Agreement shall be used to achieve these results/milestones. The Recipient Institution shall be free to reallocate resources as needed in order to produce the expected results.
- 1.2 If the Recipient Institution fails to meet the minimum performance indicators in Section III within ninety (90) days of the timeframe specified, the Grantor may suspend or terminate this agreement at its discretion. The suspension will remain in effect until the Recipient Institution has met the targets or until the Grantor has agreed in writing to modify the performance targets. The Recipient Institution agrees to inform the Grantor about any problems it may face in a timely fashion or any anticipated failure to complete the activities or achieve the expected results.
- 1.3 The **Recipient Institution** also agrees to immediately report any incidence of fraud, theft, or significant operational loss that negatively impact its ability to fulfill the terms of this Agreement or threaten or have a relevant impact on its ability to continue as a going concern.
- 1.4 The Recipient Institution agrees to notify the Grantor of any funds for the purpose of completing the Project it may receive prior to signature of this funding agreements. The Grantor reserves the right to adjust the amount of funding in this Agreement if it determines that its funds are no longer necessary as the result of other funding agreements.
- 1.5 The **Recipient Institution** agrees to endorse and adopt client protection best practices internationally recognized applicable to its core business, particularly, but not limited to, privacy, data protection, disclosure, and transparency.

II. **Duration**

This Agreement will come into effect on the **date of signature** and shall expire on **(Day Month and Year)** covering the anticipated term of the project. It can be extended, if necessary, by exchange of letters, noting the new expiration date.

III. Key Results/Milestone and Payments

3.1 The **Grantor** shall provide funds to the **Recipient Institution** of an amount of <**US\$XX>** (amount in letter + currency mentioning the country) according to the schedule set out below. Payments are subject to the **Recipient Institution** achieving the Detailed Results as set forth in Article 3.2, meeting reporting requirements as set forth in Article 3.3., as well as the disbursement conditions set forth in this article, if any.

Upon signature of this Agreement:

Estimated date of execution	% of total grant	Amount in USD	Disbursement conditions
[INCLUDE THE RELEVANT QUARTER AND YEAR]	J		 Certification of Milestone completion duly completed and signed [Annex 6] [OUTPUT XX] [OUTPUT XX] [OUTPUT XX] [INCLUDE THE RELEVANT QUARTER AND YEAR] targets achieved and validated by UNCDF as stated in the Article 3.2 below Targets achieved for the corresponding period as stated in Article 3.2. Data submitted and validated by UNCDF.¹ Quarterly progress reports for the relevant period submitted and validated by UNCDF. Any relevant monitoring and evaluation reports and performance data as listed in Article 3.3 submitted to, and validated, by UNCDF
[INCLUDE THE RELEVANT QUARTER AND YEAR]			 Certification of Milestone completion duly completed and signed [Annex 6] [OUTPUT XX] [OUTPUT XX] [OUTPUT XX] Targets achieved for the corresponding period as stated in Article 3.2. Data submitted and validated by UNCDF.¹

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¹ The recipient institution shall provide together with the quarterly quantitative reports, the documentary evidence of the attained results that might include reports and /or dashboards from the MIS/ERP system, MIS screenshots, MIS excerpts, letter of confirmation from regulator/other parties, or any other evidence of the attained results, as agreed with UNCDF.

Estimated date of execution	% of total grant	Amount in USD	Disbursement conditions
			 Quarterly progress reports for the relevant period submitted and validated by UNCDF. Any relevant monitoring and evaluation reports and performance data as listed in Article 3.3 submitted to, and validated, by UNCDF
[INCLUDE THE RELEVANT QUARTER AND YEAR]			 Certification of Milestone completion duly completed and signed [Annex 6] [OUTPUT XX] [OUTPUT XX] [OUTPUT XX] Targets achieved for the corresponding period as stated in Article 3.2. Data submitted and validated by UNCDF.¹ Quarterly progress reports for the relevant period submitted and validated by UNCDF. Any relevant monitoring and evaluation reports and performance data as listed in Article 3.3 submitted to, and validated, by UNCDF [INCLUDE THE RELEVANT QUARTER AND YEAR] targets achieved and validated by UNCDF as stated in the Article 3.2 below Project Closing report [Evaluation, if any]
TOTAL			

3.2 Detailed Results (outreach and performance) targets are as follows:

				Estimated D	ate of Achie	evement
#				[INCLUDE THE	[INCLUDE	End of the
				RELEVANT QUARTER	THE	project
	KPI Description	Disaggr.	Definition	AND YEAR]	RELEVANT	[INCLUDE THE
					QUARTER	RELEVANT
					AND	QUARTER AND
					YEAR]	YEAR]
1	# agents	Total		50	100	200
2		Women		20		
3						
4						
5						

^{*}The recipient institution shall provide together with the detailed results, the quantitative quarterly reports as well as the documentary evidence of the attained results that might include reports and /or dashboards from the MIS/ERP system, MIS screenshots, MIS excerpts, letter of confirmation from regulator/other parties, or any other evidence of the attained results, as agreed with UNCDF.

3.3 Disbursement conditions shall include that the **Recipient Institution** must be current on all payments due under any existing loan agreement with UNCDF and meeting

reporting requirements. By submitting data to UNCDF the **Recipient Institution** agrees that this data will be publicly available:

Mechanism	Frequency	Due Date	Document	Responsibility
Quarterly quantitative report	Quarterly, until 12 months after the end of the project)	30 days after end of calendar quarter	Annex 2: Reporting Formats - Quarterly quantitative report	Recipient Institution
Quarterly progress report	Quarterly, until project end	30 days after end of calendar quarter	Annex 3: Reporting Format - Quarterly progress report	Recipient Institution
UNCDF Annual Report	Annually, until 12 months after the end of the project	On the third quarter of the calendar year.	Annex 4 : UNCDF Annual Report	Recipient Institution
Project Closing Report	Once, at the end of each project	30 days after end of the project	Annex 5 Project Closing Report	Recipient Institution
Evaluation	As needed	As needed	Project results, lessons learnt and recommendations	UNCDF (primary), Recipient Institution to be available to UNCDF and external evaluators
Audited Financial Statements	Annually	Annual / 180 days after the end of the fiscal year	Institution's financial statements (publicly available)	Recipient Institution

3.4 The **Recipient Institution** shall request disbursements with the supporting information to show that disbursement conditions have been met by submission of a Certificate of Milestone Completion (Annex 2). All payments shall be deposited into the **Recipient Institution's** bank account of which the details are as follows:

Name of the Bank:
Bank Routing Number:
SWIFT Code:
Beneficiary Account Name:
Beneficiary Account Number:
Address of Bank:

3.5 The amount of payment of such funds is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the **Recipient Institution** in the performance of the activities under this Agreement.

IV. Records, Information and Reports

4.1 The **Recipient Institution** shall maintain clear, accurate and complete records in respect of the funds received under this Agreement.

- 4.2 The **Recipient Institution** agrees to provide reports and fulfill its obligations accordance with the Monitoring and Evaluation schedule (section III). It agrees to reasonable requests to make its personnel available to participate in on-site monitoring visits.
- 4.3 Within sixty (60) days after completion of project activities, the **Recipient Institution** shall provide the **Grantor** with a final financial report describing how the expenditures were utilized.

All further correspondence regarding the implementation of this Agreement should be addressed to:

For **UNCDF**:

Name Surname, Role
United Nations Capital Development Fund
Two UN Plaza, 26th Floor, Room DC2-2629
New York, NY 10017 (USA)
[email]
[phone member]

For the **Recipient Institution**:

(Please provide contact information, including email address, of 2 main leaders)

[Name Surname, Role]

[Name of the recipient Institution]

[Address]

[City, postal code, country]

[email]

[phone member]

[Name Surname, Role]

[Name of the recipient Institution]

[Address]

[City, postal code, country]

[email]

[phone member]

V. <u>General Provisions</u>

- 5.1 This Agreement and the Annexes attached hereto shall form the entire Agreement between the **Recipient Institution**, and the **Grantor**, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.
- 5.2 The **Recipient Institution** shall carry out all activities described in paragraph 1.1 with due diligence and efficiency and shall have exclusive control over the administration and implementation of those activities. The **Grantor** shall not interfere in the exercise of such control. If in the **Grantor's** determination the **Recipient Institution** is not carrying out the activities described in paragraph 1.1, the **Grantor** may: (i) withhold payment of funds until in its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the **Recipient Institution** as described in paragraph 5.7 below; and /or seek any other remedy

as may be necessary. The **Grantor's** determination shall be binding and conclusive upon the **Recipient Institution** insofar as payments are concerned.

- 5.3 The **Grantor** undertake no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person which may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by the **Recipient Institution**.
- 5.4 The rights and obligations of the **Recipient Institution** are limited to the terms and conditions of this Agreement. Accordingly, the **Recipient Institution** and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.
- 5.5 The **Recipient Institution** shall be solely liable for claims by third parties arising from the **Recipient Institution**'s acts or omissions in the course of performing this Agreement and under no circumstances shall the **Grantor** be held liable for such claims by third parties.
- 5.6 Grant funds disbursed to the **Recipient Institution** shall be considered to be the property of the **Grantor** and shall not become the property of the **Recipient Institution** until one or more of the following conditions have been met: (i) the **Recipient Institution** has verifiably complied with all conditions in this grant agreement; (ii) the **Grantor** advises the **Recipient Institution** in writing that it has fulfilled the conditions to the **Grantors'** satisfaction; (iii) the **Grantor** otherwise notifies the **Recipient Institution** in writing that it releases the **Recipient Institution** from any obligation to repay funds. In the case of multiple payments in paragraph 3.1, the Grantor's approval of a payment shall be considered a notification of fulfillment of conditions for all previous payments. If within ninety (90) days after the end date of the Agreement there has been no written communication from the **Grantor** in regard to the disposition of the funds, the funds shall be considered the property of the **Recipient Institution**. In cases where the above conditions have not been met, the **Grantor** may at its discretion require the **Recipient Institution** to return of some or all of the funds and the **Recipient Institution** has thirty (30) days to comply with this request.
- 5.7 This Agreement may be terminated by either party before completion of the Agreement by giving thirty-day (30) written notice to the other party. In the case of termination by the **Grantor**, the disposition of funds shall be governed by paragraph 5.6. In case of termination by the **Recipient Institution**, the **Grantor** may at its discretion require the **Recipient Institution** to return all or part of the funds. The **Recipient Institution** has thirty (30) days to comply with this request. If the **Grantor** fails to request the return of funds within ninety (90) days of the termination notice, the funds shall be considered the property of the **Recipient Institution**.
- 5.8 The **Recipient Institution** acknowledges that the **Grantor** has made no actual or implied promise of funding except for the amounts specified by this Agreement.
- 5.9 No modification of or change to this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.
- 5.10 Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute,

controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force.

The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

5.11 Nothing in or relating to this Agreement shall be deemed a waiver of any privileges and immunities of the United Nations.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the **Grantor**, and the **Recipient Institution**, respectively, have on behalf of the **Grantor** and the **Recipient Institution** signed the present Memorandum of Agreement on the dates indicated below their respective signatures.

On behalf of UNCDF:	On behalf of [Name of the Recipient Institution]
Signature	Signature:
Name: <u>Preeti Sinha</u>	Name:
Title: <u>Executive Secretary</u>	Title:
Date:	Date:

Annex 1: Project Description

Annex 2: Reporting Formats - Quarterly quantitative report

Indicator	Definition Calculation	Disaggregation	Unit	KPI Y/N	Data Collection Tool	Responsibility	мм үүүү	Month XX	En pro
				Yes					
				Yes					
				Yes					
				No					
				110					

Annex 3: Reporting Format - Quarterly progress report Quarterly Progress Report

Partner Name: Reporting Period: Submitted by:

Q1.	Please describe (up to) 3 key achievements during this quarter.
Answer 1	•
Q2.	Please describe (up to) 3 key challenges faced during this quarter.
Answer 2	•
Q3.	Please describe (up to) 3 key risks which may impact the project and how you will address these risks.
Answer 3	•
Q4.	Please describe (up to) 3 priorities for the next quarter.
Answer 4	•
Q5.	Please share any other relevant information, e.g. changes in business model, opportunities and new partnerships.
Answer 5	•

Annex 4 : UNCDF Annual Report

	Indicators				Da	ıta	
Indicator	Definition/Calculation	Disaggregation	Unit	2021	2022	2023	2024
Total number of active savings clients in	The number of individuals or entities at institution that have a	total	Number				
institution	positive savings balance at time of reporting	women					
Total number of active borrowers in institution	The number of individuals or entities with an outstanding loan	total	Number				
	balance with the institution at the time of reporting.	women					
Total number of active insurance clients in	The number of individuals or entities who has an active	total	Number				
partner institutions	insurance policy with the institution at the time of reporting.	women					
Total number of active digital payment clients	The number of individuals that have an active digital payment	total	Number				
in partner institutions	account at the time of reporting. Active refers to at least one transaction in the past 90 days.	women					
Total number of active remittance clients in	The number of individuals that have used a cross-border	total	Number				
partner institutions	(international) remittance service within the past year at the time of reporting.	women					
Total value of loans outstanding in institution	Total US\$ value of the outstanding loan portfolio at the time of reporting.	n/a	US\$				
Total value of savings in partner institution	Total US\$ value of deposits in a partner institution at the time of reporting.	n/a	US\$				
Total value of non- UNCDF external funds mobilized due to UNCDF's direct involvement and investments	Total US\$ value of finance from entities other than UNCDF that became available to the institution due to UNCDF's support. This could include matching funds from the government, a donor partner, and/or private bank for development of a product or service.	n/a	US\$				

Annex 5: Reporting Format: Project closing report

Annex 6: Certification of Milestone Completion

Certification of *Milestone* Completion

(For Grant Agreements)

Name:		Agreement Reference	2:
Agreement	Agreement	Grantee Name:	
Starting Date:	End date:		
. To be completed b	y the Grantee		
	ment the grantee is expected to deliver and co	mplete during this period the	following
outputs/milesto		T	
No. Result/Mile	estone as Stated in the Financing Agreement	Target Payment Date of Completion	Agreement Payment Amount
Dlagga maka naymar	at as indicated above to the bank assount state	d in the Einancing Agreement	
Please make paymer	nt as indicated above to the bank account state	d in the Financing Agreement	
Please make paymer Signature:		d in the Financing Agreement ate Signed:	
Signature: Name:		ate Signed:	
Signature: Name: To be completed by I certify that the wo	y the Staff Supervising / Reviewing the Results ork/deliverables/milestones listed above have because the description of the results of the r	ate Signed: /Milestones as per the Agree been verified by me and are al	ement. Il satisfactorily
Signature: Name: To be completed by I certify that the wo	y the Staff Supervising / Reviewing the Results ork/deliverables/milestones listed above have because the description of the results of the r	wate Signed: /Milestones as per the Agree peen verified by me and are allones for this period are herebo	ement. Il satisfactorily
Signature: Name: To be completed by I certify that the wo performed during the check appropriate by	y the Staff Supervising / Reviewing the Results ork/deliverables/milestones listed above have be above-mentioned dates. The results/milestonex)	rate Signed: /Milestones as per the Agree peen verified by me and are all pines for this period are hereb ed y: (Please_check appropriate be	ement. Il satisfactorily y: (Please
Signature: Name: To be completed by I certify that the wo performed during the check appropriate by	y the Staff Supervising / Reviewing the Results ork/deliverables/milestones listed above have lended above-mentioned dates. The results/milestonex) Accepted Not Accept	rate Signed: /Milestones as per the Agree peen verified by me and are all pines for this period are hereb ed y: (Please_check appropriate be	ement. Il satisfactorily y: (Please