

UNITED NATIONS CAPITAL DEVELOPMENT FUND (UNCDF)
Sprint4Women Zambia – Digital Financial Services Designed for Women

REQUEST FOR APPLICATIONS
Deadline for submission: 29th October 2019

1. INTRODUCTION TO THIS REQUEST FOR APPLICATIONS

For more than 50 years, the United Nations Capital Development Fund (UNCDF) makes public and private finance work for the poor in the world's 47 least developed countries in Africa, Asia and Latin America. With its capital mandate and instruments, UNCDF offers 'last mile' finance models that unlock public and private resources, especially at the domestic level, to reduce poverty and support local economic development.

Comic Relief and Jersey Overseas Aid is UNCDF Zambia's funding partner and has a keen interest in elevating the lives of vulnerable women through programmes that reduce their poverty and vulnerability, including activities to transition them from being unbanked, to using formal financial services, especially easily-accessible digital solutions.

UNCDF in Zambia

Since 2015, UNCDF has been a local presence in Zambia, focused on implementation of projects that address the needs of the 40% financially excluded. These projects are grounded in digital solutions to improve financial inclusion, address energy and resource needs at household level, and improve accessibility to goods, services and markets that help them sustain their livelihoods or improve their lives.

UNCDF has provided a mix of grants and technical assistance to policymakers, financial service providers, civil society and users of digital finance in order to expand access to and usage of services that contribute to achieving the Sustainable Development Goals.

UNCDF's main tools of implementation are in five main areas, as illustrated below.



To contribute to the Government of Zambia's National Financial Inclusion Strategy, UNCDF has worked with public, private and civil society partners. This work combines a mix of technical assistance and grants, according to the partners' needs. It has included strategy frameworks and implementation, product design, agent network management, human centric design, pilots, public-private engagement, and others.

Delivering Actionable Research. In 2015, UNCDF responded to a gap in the industry – current, comprehensive data on Zambia's digital finance industry to better measure the depth of financial inclusion. To address this need, the programme has produced for three years in a row -- the *DFS State of the Industry Report*, which has now become a valued industry tool for operators and actors to use as they develop and modify their operations and services. Research continues to be one of UNCDF's strengths, with several publications that is aimed to support action in the DFS ecosystem to develop or improve services and products to enhance financial inclusion for Zambians. For example, *Labour Pains: Discovering the Financial Lives of Zambian Mothers* is a ground-breaking publication that will be followed up by a Design Sprint to help DFS providers either create new products, or better market existing products for Zambian women and mothers.

DFS in Zambia

Between December 2014 and December 2016, the DFS industry in Zambia experienced significant growth in terms of number of active customers, agents and DFS providers. The industry went from having only 2% of the adult population with an active DFS account from four providers in 2014 to 18% of the adult population with an active DFS account from 18 providers in 2016. This growth continued through 2017, with the percentage of adults with an active DFS account reported at 24%. To handle the increase in the number of active customers, there has been a 74% growth in the number of active agents. With an increased level of trust in DFS, demonstrated by the growth of active customers, there has also been an expansion in use cases and partnerships between financial service providers and non-financial service providers such as pay-as-you-go solar services. As seen in several DFS markets across the world, there have been developments in the Zambian FinTech sector. A preliminary scoping exercise conducted by the UNCDF Zambia team revealed that there are at least 25 FinTechs developing solutions across various sectors ranging from financial services to education, agriculture and health.

Addressing gender equality and women's economic empowerment is central to UNCDF's mandate and is considered a cross-cutting priority area throughout UNCDF's programmes and operations in its Strategic Framework for 2018 -2021 under its Pathway to Gender Equality and Women's Economic Empowerment.

As an overarching role, UNCDF aims to make financial market systems work for women by expanding the supply of financial products targeting and responding to the needs of women and girls; increasing women's

and girls' usage of and control over benefits from financial services; enhancing the enabling environment of policies and regulations that affect women's access and agency in regard to financial services; as well as reinforcing the ecosystem support structures and networks to reach women and girls; and addressing elements of the socio-cultural context that negatively affect the supply, demand, and enabling environment for women's and girls' access to, usage of, and control over benefits from financial services.

Coupled with gender-equitable systems change, UNCDF will also ensure the unlocking of finance and the flow of investments that engage women and girls. UNCDF will do this by de-risking and facilitating the development of relevant investment pipelines that benefit women and that can attract additional resources for replication and scale.

As part of its new *Digital Economies that Leave No One Behind* Strategy in Zambia, UNCDF's goal is to empower vulnerable people (farmers, youth, women, refugees and migrants and small entrepreneurs) to lead productive and healthy lives by leveraging innovation and technology in various aspects of their lives (finance, agriculture, education, health, water & sanitation, energy, transport).

In view of the above, UNCDF Zambia launched its full research report: *Labour Pains: Discovering the Financial Lives of Zambian Mothers* in 2018. The preliminary analysis of the report indicates a range of 20-30% of active DFS users being women, notwithstanding the fact that the population for women in Zambia is 51%.

This research was designed to demonstrate the financial needs of one customer segment -- Zambian mothers -- and illustrate the types of products and human-centered design thinking that is required in the market for the Zambian women, who represent more than 75% of Zambian women. The key findings of the report were:

- Most mothers save, but at home. This results in challenges of a) not earning interest on funds; b) not having a secure place to keep the funds; and c) not entering the formal financial system where their savings could unlock other financial products for them;
- Mothers are the original "gig economy workers" and rely on multiple, uneven income streams to meet the financial needs of the family. This results in challenges in budgeting for both expected and unexpected expenses, like education fees and health care costs;
- All mothers borrow but mostly from family and friends. This lending, usually within chilimbas, is very popular but can also have challenges in collection and distribution of funds;
- Mothers value education, for themselves and for their family. Mothers need financial products that help manage school fees;
- Mothers are naturally inclined towards "Plan B" insurance business models, but do not use insurance. Mothers need insurance products that seems desirable, affordable and accessible.

UNCDF recognised the challenges in increasing financial inclusion for Zambian women, who are often underserved, along with other vulnerable groups. Increasing female financial inclusion better positions women and girls to improve their opportunities and be agents of change in the Zambian Digital Economy. UNCDF is committed to reaching 50,000 women with more women-friendly digital products and services

between now and the end of December 2021 with several projects, including this one. The research first gave us a framework to share the challenges women face in the market, and now the research becomes actionable with our *Sprint4Women Zambia* Design Sprint Competition.

While the Design Sprint is inspired by the research conducted on Zambian mothers, UNCDF takes note of the fact that the challenges encountered by Zambian mothers are challenges for other vulnerable groups in society, too. Therefore, the gains made in increasing financial services products to Zambian women will benefit others. UNCDF, after engaging the private sector within Zambia to determine their interest in tailoring products to address women's needs with a call for Expressions of Interest in August 2019, has determined that there is sufficient interest from the private sector to merit a Design Sprint Competition.

UNCDF is looking for partners that will have the most potential to increase their active customer base (either by acquiring new active customers or by “activating” existing registered customers) by 30,000 customers by 2020, 60% of which are women, to apply for this Design Sprint Competition. These partners will have:

- Existing digital products and services launched in the market;
- Potential for large reach and scale;
- A commitment to reaching women by tailoring products and services that speak to their challenges.
- Through an intense multi-day Human-Centered Design (HCD) Sprint over the course of two weeks in November, three DFS providers (selected from criteria listed in sections 5 & 6 below) interested in improving financial inclusion for women, will compete to design women-friendly prototypes that have the most potential to reach women. In this design sprint competition, the DFS providers' product team will work with a Design Consultant to make rapid prototypes and test them in the field to iterate and make products solve real problems for women who are traditionally underserved. These prototypes will be tested with users, iterated on, and the results and learnings from this experience will be packaged as a “pitch” presentation in front of evaluation panel.
- The provider that scores the highest against the criteria will win the Design Sprint Competition, which includes a cash grant valued at \$85,000 USD and technical assistance valued at \$50,000 USD.

The winner of the design sprint will be responsible for conducting the following, in close coordination with UNCDF: reaching 30,000 new active customers by 2020, ideally customers that are traditionally underserved, like women, youth, those in the rural areas, etc., with a target of 60% focused on increasing uptake and usage for women (18,000 new active customers).

The results of this project will support the continued development of new ideas or existing solutions that emerged from the Design Sprint Competition. Participating companies will receive different levels of support as listed below:

1. Cash Grant of \$85,000 USD to be used to further design the prototype or build out the outcomes of the design sprint

2. Technical assistance valued at \$50,000 USD comprising support of three consultants with expertise in Data Analysis, Digital Financial Services and Product Design.

The overall duration of the engagement is expected to take up to 6 months, with continued data collection engagements for up to 24 months.

1.1. Purpose of the RFA

UNCDF is promoting innovations anchored by private-sector engagement and partnerships that serve as accelerators of meaningful digital solutions for different sectors and segments especially low-income customers.

The purpose of this request for applications (RFA) is to engage the services of partners active in the digital innovation space, with a focus on digital finance products. This RFA will result in the shortlisting of 3 partners with whom UNCDF will work with in a *Design Sprint4Women*: to test, develop and prototype the initial digital finance products to improve access and usage of those products in customer segments that are currently under-served.

UNCDF will provide a grant, sign a performance-based agreement and a technical assistance agreement with the highest-ranking partners after the design sprint as per criteria shared in sections 5 and 6 below.

All applicants should give full consideration to the [Principals of Digital Development](#).

1.2. Timing

Applications & RFA Calendar:

- **Call for Applications: 16th October 2019**
- **Deadline for questions in writing 22nd October 2019**
- **Application Review FAQ Meeting: 23rd October 2019**
- **Publication of answers by UNCDF: 25th October 2019**
- **Final deadline for submission of applications: 29th October 2019 11:59pm CAT (GMT +2).**

You may send questions to mm4p.zambia@uncdf.org. An FAQ document will be generated based on enquiries received on or before 23rd of October 2019. The FAQs will be posted on the UNCDF website no later Monday the 12th of November.

Applications should be submitted using this link <https://tinyurl.com/sprint4women-uncdf>

to UNCDF by no later than midnight on 29th of October. Annex 1 must also be submitted to UNCDF by email at mm4p.zambia@uncdf.org no later than midnight on 29th of October.

Activities are expected to start at the 1st week of November 2019. The expected date of full completion of project is 31st July 2020, while data collection will continue until November 2021.

1.3. Contact

Applications and any consultation about this RFA should be submitted via email at mm4p.zambia@uncdf.org

2. ORGANIZATION CONTEXT AND BACKGROUND INFORMATION

2.1. Organization Context

The UN Capital Development Fund (UNCDF) makes public and private finance work for the poor in the world's 47 least developed countries. With its capital mandate and instruments, UNCDF offers “last mile” finance models that unlock public and private resources, especially at the domestic level, to reduce poverty and support local economic development. UNCDF's financing models work through two channels: financial inclusion that expands the opportunities for individuals, households, and small businesses to participate in the local economy, providing them with the tools they need to climb out of poverty and manage their financial lives; and by showing how localized investments—through fiscal decentralization, innovative municipal finance, and structured project finance—can drive public and private funding that underpins local economic expansion and sustainable development. By strengthening how finance works for poor people at the household, small enterprise, and local infrastructure levels, UNCDF contributes to SDG 1 on eradicating poverty and SDG 17 on the means of implementation. By identifying those market segments where innovative financing models can have transformational impact in helping to reach the last mile and address exclusion and inequalities of access, UNCDF contributes to a number of different SDGs.

2.2. Background Information about UNCDF and Digital Finance

UNCDF manages a number of digital financial (DF) initiatives to address the challenges of implementing branchless banking and mobile money in least developed countries (LDCs) in Africa and Asia, as well as in emerging markets and middle-income countries. UNCDF's long-term mission is to help low-income and rural households in LDCs to enhance their financial security through appropriate, affordable and secure means to receive, manage and save money through “digital financial services” (DFS). UNCDF goal is to help build inclusive digital financial sectors to assure that DFS are provided responsibly, at reasonable cost, by sustainable institutions in a well-regulated environment.

UNCDF pursues a market development approach to digital finance. UNCDF characterizes the evolution of the market as occurring in four phases: Inception, Start-Up, Expansion and Consolidation. To summarize, Inception is when a market has only a few actors with limited outreach that are working without clear policies or supporting DFS infrastructure. In contrast, Consolidation is when a market has a range of competitive actors and services that are clearly regulated and interconnected. Expansion is the critical phase when several players are gaining scale, reaching sustainability and increasing investment.

UNCDF has been using a range of interventions to move the DFS market through the different phases, by providing policy advice, technical support, training and financing.

3. SCOPE OF WORK

The selected applicant is expected to support the operations and management of the project activities. The project will consist of the following phases:

- **Phase 1 Call for Applications:** This will result in a shortlist of 3 competitors for the Sprint4Women Zambia competition. Criteria for applications and shortlisting are described in section 5 and 6 of this RFA.
- **Phase 2 Design Sprint Competition with DFS Providers:** Development of a prototype, testing of a prototype, and development of a pitch, summarizing results of tests and learnings.
- **Phase 3 Evaluation to Select Winner:** Each shortlisted organization will “pitch” to an evaluation panel. The panel will select of winner based on criteria described in section 6 of this RFA.
- **Phase 4 Winner would be Eligible to sign a Grant+TA package with UNCDF:** Winner would be eligible for a grant and technical assistance package from UNCDF, tied to milestones reaching 30,000 new active customers over a mutually-agreed upon timeframe.

Activity	Deliverables	Estimated Timelines
Design Sprint Competition <ul style="list-style-type: none"> • 4 November 2019: Attendance kick-off/expectations for the workshop • 4-8 November 2019: 1-day workshop for each competitor to build a rapid prototype • 12-13 November 2019: 2-day field testing with UNCDF team member • 14 November 2019: 1 day of packaging the pitch for the judgement panel (on your own) • 15 November 2019: Pitch to a judgement panel 	1. Tested prototype tailored for women 2. “Pitch” to a Judgement panel including action plan	Nov 2019
Technical Assistance to Winner of the Design Competition	1. Product Design, Ideation and Sprint Workshops	Jan – Feb 2020

○ 5-10 days of Technical Assistance to expand the uptake and usage potential of the product	2. Implementation Plan	
Work with UNCDF to collect regular data	1. Provide regular data for our measurement team	Feb – December 2021

4. PARAMETERS OF THE AGREEMENT

Outputs and deliverables

The written outputs and deliverables of the work are considered a public good unless otherwise agreed. Thus, all the outputs and deliverables will be placed in the public domain with the intent that they can and should be freely and widely used by other parties.

In cases of sensitive materials, UNCDF and the partners will agree on what information is proprietary and to be retained for in-house use by the partners.

Agreement

Each technical partner is expected to sign a Performance Based Financing (Grant) Agreement with UNCDF and a Technical Assistance Agreement (see Annex 2 and 3 for a sample of our legal language in this regard).

Language

The deliverables, as well as any and all related correspondence exchanged by the organization and UNCDF, shall be written in English.

5. ELIGIBILITY CRITERIA AND APPLICATION REQUIREMENTS

5.1. Eligibility requirements

- Applicant(s) should be duly registered in Zambia;
- Not to be in a state of repair or to have been the subject of bankruptcy, liquidation, judicial settlement, safeguarding, cessation of activity or any other similar situation resulting from a similar procedure;
- Not to be included in the United Nations financial sanctions lists, particularly in the fight against the financing of terrorism and against attacks on international peace and security;
- To have fulfilled obligations relating to the payment of social security contributions or obligations relating to the payment of taxes according to the legal provisions in its country of incorporation.

5.2. Minimum qualification criteria

- Have an **existing** digital finance product or service launched or being piloted in the Zambian market
- Availability of gender disaggregated data or be able to acquire it **by October 29th, 2019**
- Three key team members (product design, marketing, sales, technology, distribution, etc.) must be available for key Design Sprint dates
- Must be available for the following *Design Sprint* dates:
 - 4 November 2019: Attendance kick-off/expectations for the workshop
 - 4-8 November 2019: 1-day workshop for each competitor to build a rapid prototype
 - 12-13 November 2019: 2 days' field testing with UNCDF team member
 - 14 November 2019: 1 day of packaging the pitch for the judgement panel (on your own)
 - 15 November 2019: Pitch to a judgement panel
- Ability to work in the language of the country proposed (i.e. English)
- Submit a complete application both online and Annex 1

5.3. Structure of the Application

1. Please fill out Annex 1 on page 10 of this application confirming your submission of this application and all data is true to your knowledge.
2. Please Provide the following:
 - ☐ Financial statements for the past 2 years (in English)
 - ☐ Letter from the applicant organization's executive director, CEO, or board, expressing its commitment to the execution and participation in this process
3. Please fill in the application, using a google form to allow for easier data collection. The link is here: <https://tinyurl.com/sprint4women-uncdf>

5.4. Submission of the Application

- Applications and any consultation about this RFA should be submitted via email to mm4p.zambia@uncdf.org
- The subject line of the email should be: RFA: Zambia Sprint4Women
- The deadline to submit the applications is 29th October 2019 midnight Zambia Central Africa Time

6. EVALUATION CRITERIA

Shortlisting

The top 3 applicants that score the highest will be shortlisted as the 3 design sprint competitors using the following 5 selection criteria categories:

1. **Product Description:** Simple, easy-to-use, and solving a problem/meeting a need (20 points)

2. **Market Reach and Scalability:** Current ability and potential of the product to reach 30,000 new active customers (20 points)
3. **Tailored for women:** Product fit or potential fit for addressing the challenges of women (20 points)
4. **Investment of Resources:** Level of strategic investment in the product (20 points)
5. **Research and Data:** Data requirements/ capabilities (20 points)

Judgement of Winner - Process and Criteria

Competitors will pitch their prototypes and be judged by an evaluation panel using the following selection criteria:

1. **HCD Design (Desirability, Feasibility, Viability) (30%)**
 - Evidence of desirability:
 - Increase in baseline numbers for sign-up rates, activity rates, re-activation rates
 - Results from field sign-up and task completion testing
 - Evidence the provider is capable of doing this and it will be implementable in the real world.
 - Evidence that the prototype is viable.
 - Evidence of commitment of Provider via human and financial resources
2. **Product Fit for Women (30%)**
 - Increase in tangible ways that the product or service has been tailored to overcome the challenges of women
3. **Scalability (40%)**
 - Evidence that there is investment in scale for bigger impact and reach for women

ANNEX 1: FORMAL APPLICATION SUBMISSION

[insert: Location]
[insert: Date]

To: Carlos Escrivá Gil, Operations Analyst UNCDF

Dear Sir

We, the undersigned, hereby apply for UNCDF Zambia Sprint for Women in accordance with your Request for Application dated [insert: Date] and our Application. We are hereby submitting our Application, which includes the Technical Proposal including proposed budget allocation.

We hereby declare that:

- a) All the information and statements made in this Application are true and we accept that any misrepresentation contained in it may lead to our disqualification; and
- b) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern

We confirm that we have read, understood and hereby accept the duties and responsibilities required of us in this RFA, and the standard language of UNCDF's Performance Based Agreements (PBA – Annex 2) and Technical Assistance Agreements (TAA – Annex 3), including the requirements regarding the public good nature of the outputs to be produced (see Annex 4 for a sample of our legal language in this regard).

We fully understand and recognize that UNCDF is not bound to accept this application that we shall bear all costs associated with its preparation and submission, and that UNCDF will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this letter with your corporate seal, if available]

ANNEX 2: SAMPLE OF UNCDF PERFORMANCE BASED AGREEMENTS

FINANCING AGREEMENT: GRANT

Between

**THE UNITED NATIONS CAPITAL DEVELOPMENT
FUND
(UNCDF)**

**And
<Name>
Recipient Institution**

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")**, **YYY and Recipient Institution** (the Recipient Institution, hereinafter referred to as the financial service provider or "**Recipient Institution**"). **YYY** will sign its own agreement directly with the **Recipient Institution**.

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

WHEREAS, the funds provided by the **Grantor**, will be earmarked to support the **Recipient Institution** to [describe the objective of the project]

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.

1.3 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. 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 <grant funds/loan funds> for the purpose of completing the <Project Description/Business Plan> it may receive prior to signature of those 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 UNCDF strongly encourages the Recipient Institution to endorse the Client Protection Principles of the Smart Campaign / which are listed below. A full description of the six principles can be found at: <http://smartcampaign.org/> / to endorse the The GSMA's Code of Conduct for Mobile Money Providers. The Code of Conduct can be found here: <https://www.gsma.com/mobilefordevelopment/mobile-money/policy-and-regulation/code-of-conduct/>.

- Appropriate product design and delivery
- Prevention of over-indebtedness
- Transparency
- Responsible Pricing
- Fair and respectful treatment of clients
- Privacy of client data
- Mechanisms for complaint resolution

The FSP will inform UNCDF when it has endorsed the campaign principles. By endorsing the principles, the FSP commits to incorporate the principles in the FSP policies and practices, and to monitor their implementation. The FSP will annually report to UNCDF:

- 1] what other policies it has adopted to protect clients;
- 2] what systems or practices it has implemented during the reporting period to promote client protection.
- 3] how it monitors its performance in the area of client protection.

II. Duration

2.1 This Agreement will come into effect on **(Date and Year)** and shall expire on

(Date 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> according the schedule set out below. Payments are subject to the **Recipient Institution** achieving the Expected Results as well as the disbursement conditions set forth in this article, if any.

Upon signature of this Agreement:

Payment/Date	Amount	Results/Milestone to Be Achieved	Disbursement Conditions
Total			

Amount of these funds, if any, to be used for financing the loan portfolio:

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

Recipient Institution	BASELINE	End of Year		End of Year		End of Year	
		Proposed	Minimum Target	Proposed	Minimum Target	Proposed	Minimum Target
Number of Active Borrowers							

Number of voluntary depositors							
% of Female Clients							
% Women relative to total personnel							
% Women in management							
Return on Assets							
Operational Self-Sufficiency							
Cost per Borrower							
Operating Expense Ratio							
Portfolio at Risk at 30 days							
Write-off ratio							

3.3 Disbursement conditions shall include that the FSP must be current on all payments due under any existing loan agreement with UNCDF and meeting reporting requirements. By submitting data to UNCDF via the MIX Market, the grantor agrees that this data will be publicly available:

Mechanism	Timing/Due Date	Scope	Responsibility
Quarterly and Annual Reports	30 days after end of fiscal quarter	Annex 1 Report Format (for FSPs only) sent to and publicly available on the MIX Market	Recipient Institution
Mid-term and Final evaluation			UNCDF (primary), Recipient Institution to be available to evaluators

Audited Financial Statements	120 days after the end of the fiscal year	Sent to and publicly available on the MIX Market	Recipient Institution
Client Protection Principles Actions	28 February	policies adopted to protect clients; systems or practices implemented; and how it monitors its performance	Recipient Institution
Final Report	45 days after end date		Recipient Institution

3.4 The **Recipient Institution** shall request disbursements with the supporting information to show that disbursement conditions have been met. 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**:

(Please provide contact information)

For the **Recipient Institution**:

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

For the **Grantors**:

(Please provide contact information)

V. Copyright, Patents and Other Proprietary Rights:

5.1 UNCDF is custodian of copyright, patents and other proprietary rights. Except as is otherwise expressly provided in writing in the Agreement, the UNCDF shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the RECIPIENT INSTITUTION has developed for the UNCDF under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement, and the RECIPIENT INSTITUTION acknowledges and agrees that such products, documents and other materials constitute works made for the UNCDF. In line with the public good nature of the UNCDF, UNCDF will place all the deliverables for publication specified in the public domain with the intent that they can and should be freely and widely used by other parties and the RECIPIENT INSTITUTION shall not be excluded from the ability to use such deliverables on the same basis as other external parties.

5.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the RECIPIENT INSTITUTION: (i) that pre-existed the performance by the RECIPIENT INSTITUTION of its obligations under the Agreement, or (ii) that the RECIPIENT INSTITUTION may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, the UNCDF does not and shall not claim any ownership interest thereto, and the RECIPIENT INSTITUTION grants to the UNCDF a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Agreement.

5.3 At the request of the UNCDF; the RECIPIENT INSTITUTION shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNCDF in compliance with the requirements of the applicable

law and of the Agreement.

5.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the RECIPIENT INSTITUTION under the Agreement shall be the property of the UNCDF, shall be made available for use or inspection by the UNCDF at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNCDF authorized officials on completion of work under the Agreement.

VI. Use of Name, Emblem or Official Seal of UNCDF or the United Nations:

6.1 The RECIPIENT INSTITUTION shall not advertise or otherwise make public the fact that it is a RECIPIENT INSTITUTION with UNCDF without the express written consent of UNCDF, nor shall the RECIPIENT INSTITUTION, in any manner whatsoever use the name, emblem or official seal of UNCDF or The United Nations, or any abbreviation of the name of UNCDF or United Nations in connection with its business or otherwise.

6.2 However, the RECIPIENT INSTITUTION may represent in the course of the activities necessary to produce these results and in general that it has been appointed by UNCDF to complete the activities and deliverables specified in this agreement; provided that the RECIPIENT INSTITUTION or any party associated with it may not make any public announcement to this effect until UNCDF has issued an announcement.

6.3 The RECIPIENT INSTITUTION shall have no ability to make any representations which bind UNCDF other than in the direct course of delivering the specific results indicated here.

6.4 While all publications resulting from this Agreement shall follow the template and format to be defined by UNCDF, the authorship of RECIPIENT INSTITUTION, including specific members of the RECIPIENT INSTITUTION's consortium shall be acknowledged in each publication.

VII. Confidential Nature of Documents and Information:

Information and data that is considered proprietary by either party and that is delivered or disclosed by one party ("Discloser") to the other party ("Receiver") during the course of performance of the Agreement, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

7.1 The receiver ("Receiver") of such information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and, use the Discloser's Information solely for the purpose for which it was disclosed.

7.2 Provided that the Receiver has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Agreement and this

Article 8, the Receiver may disclose Information to any other party with the Discloser's prior written consent; and, the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Agreement, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Agreement, provided that, for these purposes a controlled legal entity means:

7.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

7.2.2 any entity over which the Party exercises effective managerial control; or,

7.2.3 for the UNCDF, UNDP and UNV, as associated fund of UNDP.

7.3 The RECIPIENT INSTITUTION may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the RECIPIENT INSTITUTION will give the UNCDF sufficient prior notice of a request for the disclosure of Information in order to allow the UNCDF to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made, to the extent allowed by law.

7.4 The UNCDF may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

7.5 The Receiver shall not be precluded from disclosing Information that is obtained by the Receiver from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Receiver, or at any time is developed by the Receiver completely independently of any disclosures hereunder.

7.6 These obligations and restrictions of confidentiality shall be effective during the term of the Agreement, including any extension thereof, and, unless otherwise provided in the Agreement, shall remain effective following any termination of the Agreement for a period not to exceed 2 years from termination.

VIII. General Provisions

8.1 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.

8.2 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 8.7 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.

8.3 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**.

8.4 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.

8.5 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.

8.6 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.

8.7 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 8.6. 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**.

8.8 The **Recipient Institution** acknowledges that the **Grantor** has made no actual or implied promise of funding except for the amounts specified by this Agreement.

8.9 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.

8.10 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.

8.11 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:

Name: Judith Karl

Title: Executive Secretary

Date: _____

On behalf of the Recipient Institution:

Name: _____

Title: _____

Date: _____

ANNEX 3: SAMPLE OF UNCDF TECHNICAL ASSISTANCE AGREEMENTS

TECHNICAL ASSISTANCE AGREEMENT

Between

**THE UNITED NATIONS CAPITAL DEVELOPMENT
FUND
(UNCDF)**

And

**[RECIPIENT INSTITUTION]
(Recipient Institution)**

A. TECHNICAL ASSISTANCE AGREEMENT

AGREEMENT BETWEEN UNCDF AND RECIPIENT INSTITUTION FOR THE PROVISION OF TECHNICAL ASSISTANCE

Technical Assistance Agreement (hereinafter referred to as the "Agreement") made between the United Nations Capital Development Fund (hereinafter referred to as the "UNCDF") and xx (hereinafter referred to as the "Recipient Institution).

WHEREAS the UNCDF desires to provide technical assistance to the Recipient Institution in the context of MM4P Programme and on the terms and conditions hereinafter set forth. UNCDF will procure the services of a Technical Service Provider according to UN procurement rules to support the programme activities agreed with the Recipient Institution;

WHEREAS the Recipient Institution is ready and willing to accept such technical assistance in the form of activities undertaken by the Technical Service Provider 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 and the Project Description included in Annex 2 and providing reports and statements to UNCDF. The Recipient Institution shall be responsible for verifying the accuracy of all reports. Technical assistance provided pursuant to this Agreement shall be used to achieve these results/milestones.
 - 1.2 The Recipient Institution commits to facilitating the deployment and activities undertaken by UNCDF and the Technical Service Provider to complete the Project Description included in Annex 2, including but not limited to:
 - Carrying out its own part of the activities and deliverables detailed in the Annex 2;
 - Supporting the Technical Service Provider to fulfill the Project Description, including providing a physical space and contact with the Recipient Institution's staff for completion of work on the Recipient Institution's premises, as needed;
 - Providing guidance on background and preparation of on-site visits of the Technical Service Provider and UNCDF;
 - Assistance in the daily management of the Technical Service Provider;

- Providing Quality Assurance of the deliverables provided by the Technical Service Provider.
- 1.3 If the Recipient Institution fails to meet the minimum performance indicators in Section III within ninety (90) days of the timeframe specified, UNCDF 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 UNCDF has agreed in writing to modify the performance targets.
- 1.4 The Recipient Institution agrees to inform UNCDF about any problems it may face in a timely fashion or any anticipated failure to complete the activities or achieve the expected results. 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 has a relevant impact on its ability to continue as a going concern. The Recipient Institution also agrees to notify UNCDF should problems or concerns arise with the Technical Service Provider, such as failure to adequately complete the activities required.
- 1.5 The Recipient Institution agrees to notify UNCDF of any external funds or technical assistance for the purpose of completing the activities and deliverables in Annex 2 it may receive prior to signature of those funds/ technical assistance agreements. The UNCDF reserves the right to adjust the amount of technical assistance in this Agreement if it determines that its technical assistance is no longer necessary as the result of other funding or technical assistance agreements.
- 1.6 UNCDF strongly encourages all Recipient Institutions to endorse the Client Protection Principles of the Smart Campaign or the GSMA Code of Conduct. A full description of these can be found at: <http://smartcampaign.org/> and <http://www.gsma.com/mobilefordevelopment/programmes/mobile-money/code-of-conduct>. The Recipient Institution will inform UNCDF when it has endorsed the campaign principles or the code. By endorsing the principles or code, the Recipient Institution commits to incorporate the principles in the Recipient Institution policies and practices, and to monitor their implementation.
- II. Duration and Estimated Value:
 - 2.1 This Agreement will come into effect on dd/mm/yyyy and shall expire on dd/mm/yyyy covering the anticipated term of the project. It can be extended, if necessary, by exchange of letters, noting the new expiration date. The estimated value of this technical assistance is US\$ XXXX.
- III. Key Results/Milestones

- 3.1 UNCDF and the Technical Service Provider shall provide the following technical assistance services to the Recipient Institution according to the schedule set out below. Technical assistance is subject to the Recipient Institution achieving the Detailed Results as well as the implementation of the conditions set forth in this article, if any.

Estimated Date		Activities	Conditions
<i>August 2013</i>	<i>Strategic Planning</i>	• <i>Strategic planning workshop</i>	• <i>Submission of baseline indicators using Annex 1</i>

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

Recipient Institution	<i>Baseline</i>	<i>December 2013</i>		<i>June 2014</i>		<i>December 2015</i>	
		Proposed	Minimum Target	Proposed	Minimum Target	Proposed	Minimum Target
Total number of Registered customer accounts (at the end of the month)							
% Active customer accounts (at the end of the month)							
% Active Registered agent outlets							
Number of P2P transfers (during the month)							
Number of Agents Trained							

- 3.3 The Recipient Institution agrees to meet all reporting requirements for the continued engagement of UNCDF and the Technical Service Provider.

Mechanism	Timing/Due Date	Scope	Responsibility
Debriefing	Monthly (within 15 days after end on month)	In-person or phone debriefing meeting	Recipient Institution and Technical Service Provider to UNCDF
Quarterly progress report (narrative)	Quarterly (within 15 days after end of calendar quarter)	1-2 pages narrative (see Q. progress report template)	Recipient Institution and Technical Service Provider, submit to UNCDF
Quarterly Data reporting (quantitative)	Quarterly during project period until 6 months after the project (within 15 days)	KPIs data (see Q. data Reporting template)	Recipient Institution submits to UNCDF
Annual Results Measurement Survey	Annual (timing will be defined by UNCDF)	Qualitative and quantitative information about partner DFS growth	UNCDF sends survey to Recipient Institution; Recipient Institution submits survey to UNCDF
Audited Financial Statements	within 120 days after fiscal year	Partner's financial statements	Recipient Institution
Final Report	45 days after expiration of the Agreement	Summary of accomplishments vs plan and follow up steps resulting from the technical assistance (max 10 pages) Total resources committed to project by Recipient Institution, direct expenses and in-kind (i.e. staff time)	Recipient Institution, submitted to UNCDF
MIX market for Financial Inclusion Lab (FinLab)	Annually	Geographic location of all service points http://finclusionlab.org/	Recipient Institution, submitted directly to MIX with copy to UNCDF

Mechanism	Timing/Due Date	Scope	Responsibility
MIX market (for MFIs)	Quarterly	MIX market reporting www.mixmarket.org	Recipient Institution, submitted directly to MIX with copy to UNCDF
GSMA Global Adoption Survey	At inception and Annual	To be reported directly to GSMA, using GSMA format (with copy to UNCDF) www.gsma.com	Recipient Institution, submitted directly to GSMA with copy to UNCDF
GSMA Code of conduct (for MNOs)	Annual on quarter calendar (within 15 days)	Summary of current practices in regard to the 8 principles indicating: policies adopted to protect clients; systems or practices implemented; and how performance is monitored	Recipient Institution, submitted directly to GSMA with copy to UNCDF
Client Protection Principles /Actions (for MFIs)	Annually, with annual report	Report on Smart Campaign principles (policies adopted to protect clients; systems or practices implemented; and how performance is monitored) http://smartcampaign.org	Recipient Institutions, submitted to UNCDF
Evaluation	Mid-Term / Final	Assess the project success, identify lessons learnt and recommendations	UNCDF with the support and participation of the recipient institution

IV. Records, Information and Reports

- 4.1 The Recipient Institution agrees to provide reports and fulfill its obligations accordance with the Section III. It agrees to reasonable requests to make its personnel available to participate in on-site monitoring visits.

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

For **UNCDF**:

...

For the **Recipient Institution**:

V. General Provisions

- 5.1 This Agreement and the Annexes attached hereto shall form the entire Agreement between the Recipient Institution, and UNCDF, 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 and Annex 2 with due diligence and efficiency and shall have exclusive control over the administration and implementation of those activities. UNCDF shall not interfere in the exercise of such control. If in UNCDF's determination the Recipient Institution is not carrying out the activities described in paragraph 1.1, UNCDF may: (i) stop technical assistance 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. UNCDF's determination shall be binding and conclusive upon the Recipient Institution insofar as the provision of technical assistance is concerned.
- 5.3 UNCDF undertakes 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 the Technical Service Provider or third parties arising from the Recipient Institution's acts or omissions in the course of performing this Agreement and under no circumstances shall UNCDF be held liable for such claims by third parties.
- 5.6 This activity includes procurement and contracting of a Technical Service Provider. UNCDF will act as the sole contracting authority in accordance with UNCDF rules and regulations. The Parties shall agree on the final version of the Project Description included

in Annex 2 for procurement of external consultants. Once the recipient institution is notified in writing of the selection of the Technical Service Providers, should the Recipient Institution not wish the selected Technical Service Provider to provide the services it must provide written notice within fifteen days (15) of notification or terminate this agreement in accordance with section 5.7.

- 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 case of termination by the Recipient Institution, the Recipient Institution agrees to fulfill its reporting obligations under Section 3.3 until the end of the calendar year of the termination and to fulfill its reporting obligations of Detailed Results in Section 3.2 until the end of 2019
- 5.8 The Recipient Institution acknowledges that UNCDF has made no actual or implied promise of technical assistance except for services 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 UNCDF, and the Recipient Institution, respectively, have on behalf of UNCDF and the Recipient Institution signed the present Agreement on the dates indicated below their respective signatures.

On behalf of UNCDF:	On behalf of the Recipient Institution:
Name: Henri Dommel	Name:
Title: Director, Financial Inclusion Practice Area	Title:
Date:	Date:

Annex 1: Reporting Format

See the attached templates to be filled in by the Recipient Institution to fulfill its reporting obligations as detailed in paragraph 3 of this Agreement

- Annex 1.1: Quarterly progress report (narrative)
- Annex 1.2: Quarterly data reporting (quantitative)
- Annex 1.3: Technical Service Provider (TSP) evaluation form

ANNEX 4: SAMPLE OF UNCDF LANGUAGE REGARDING PROPRIETARY RIGHTS OF KNOWLEDGE PRODUCTS PRODUCED UNDER THIS ASSIGNMENT

6.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

6.1 Except as is otherwise expressly provided in writing in the Agreement, the UNCDF shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Recipient Institution has developed for the UNCDF under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement, and the Recipient Institution acknowledges and agrees that such products, documents and other materials constitute works made for the UNCDF. In line with the public good nature of the grant, UNCDF will place all the deliverables specified in the public domain with the intent that they can and should be freely and widely used by other parties and the Recipient Institution shall not be excluded from the ability to use such deliverables on the same basis as other external parties.

6.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Recipient Institution: (i) that pre-existed the performance by the Recipient Institution of its obligations under the Agreement, or (ii) that the Recipient Institution may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, the UNCDF does not and shall not claim any ownership interest thereto, and the Recipient Institution grants to the UNCDF a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Agreement.

6.3 At the request of the UNCDF; the Recipient Institution shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNCDF in compliance with the requirements of the applicable law and of the Agreement.

6.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Recipient Institution under the Agreement shall be the property of the UNCDF, shall be made available for use or inspection by the UNCDF at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNCDF authorized officials on completion of work under the Agreement.