

LOW VALUE PERFORMANCE-BASED PAYMENT AGREEMENT

Between United Nations Capital Development Fund and a Responsible Party

HOW TO USE THIS AGREEMENT

- This **LOW VALUE PERFORMANCE-BASED PAYMENT AGREEMENT** template is to be used when UNCDF wishes to engage an NGO, CSO, non-UN IGO, Private Sector firm or Programme Government as a responsible party (“Responsible Party” or “RP”) under a project for certain types of activities where payments will be made based on the RP’s achievement of result(s) as defined in the Agreement. Payment by UNCDF to the RP will be made in arrear, based on the RP’s achievement of one or more results and completion of the related deliverable (“Deliverable(s)”), and is therefore a Performance-Based Payment. This form of agreement may be used under a project where UNCDF (i) is the Implementing Partner of a project under the DIM modality; or (ii) is providing direct Country Office support to the national implementation under the NIM modality, and the activities towards achieving the Deliverable(s) covered by this Agreement are under the responsibility of UNCDF (as set out in a Letter of Agreement signed between the government and the Country Office).
- This Low Value Performance-Based Payment Agreement sets forth the commitments, milestone results (if any) and target result(s) that the Responsible Party agrees to complete, as well as the related Deliverable(s) upon which payment to the RP is contingent. It should be made clear that it is the completion of the **Deliverable(s)** by the RP that triggers payment. Deliverable(s) may be composed of one or more milestone results and/or target results, and must be clearly specified in the “Deliverable(s) and Performance-Based Payment Terms” (Annex C) such that it is clear to both parties when the RP qualifies for payment.
- The criteria and validation method that will be used to assess whether the Deliverable(s) has been completed must be attached to this agreement as part of the “Results Framework” (Annex B).
- Please make sure to complete the Face Sheet with correct information.
- Please make sure to attach all the annexes listed on the Face Sheet.
- This instruction page, as well as all footnotes and any other instructions in this template, are only for the Business Unit’s guidance and should be deleted before the agreement is sent to the Responsible Party for review and signature.
- Any substantive changes to the provisions in this template agreement must be cleared with the Legal Office, Bureau for Management Services, UNCDF.
 - Please have two originals of this agreement signed. After signature, UNCDF keeps one original and provides the Responsible Party with the other original.

LOW VALUE PERFORMANCE-BASED PAYMENT AGREEMENT

[Reference No. *insert reference number, if any; if none, delete bracketed text*]

1. Country: [Click here and enter Host Country name]	
2. Responsible Party: "[Click here and enter full name of Responsible Party]" incorporated under the laws of "[Click here and enter jurisdiction of incorporation]" with address at "[Click here and enter full address of Responsible Party]"	
3. Project Number and Title: "[Click here and enter Project number (if any) and title]"	
4. Deliverable Implementation Period: From [Click here and enter date] to [Click here and enter date]	
5. Maximum Payment under this Agreement: Up to the amount of US\$ [Click here and enter amount] ([Click here and amount in words] United States Dollars)	
6. Information for Responsible Party Bank Account into Which Payment Will Be Disbursed: Account Name: [Click here and enter Owner of Bank Account] Account Title: [Click here and enter Account Title] Account Number: [Click here and enter Account Number] Bank Name: [Click here and enter Bank name] Bank Address: [Click here and enter Bank Address] Bank SWIFT Code: [Click here and enter Bank SWIFT Code] Bank Code: [Click here and enter Bank Code] Routing instructions for disbursements: [Click here and enter any additional instructions]	
7. Number of Deliverables: ____ Deliverable(s) is/are fully described in "Deliverable(s) and Performance-Based Payment Terms" (Annex C).	
8. Notices to Responsible Party: Name: Address: Tel: Fax: Email:	9. Notices to UNCDF: Name: Address: Tel: Fax: Email:
10. Signed for "[Click here and enter Responsible Party name]" by its Authorized Representative <div style="display: flex; justify-content: space-between; margin-top: 20px;"> Date: _____ Signature: _____ </div>	

11. Signed for the **United Nations Capital Development Fund** by its Authorized Representative

Date: _____

Signature: _____

The following documents constitute the entire Agreement between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter:

This face sheet ("Face Sheet")

Standard Terms and Conditions

Annex A – Project Document

Annex B – Results Framework

Annex C – Deliverable(s) and Performance-Based Payment Terms

Annex D – Reporting Format

Annex E – Request for Payment Format

If there is inconsistency between any of the documents forming part of this Agreement, those documents will be interpreted in the above order of priority.

STANDARD TERMS AND CONDITIONS

This **Low Value Performance-Based Payment Agreement** (hereinafter referred to as the “Agreement”) is made between the United Nations Capital Development Fund, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNCDF”), and the Responsible Party named in Block 2 of the Face Sheet (the “Responsible Party,” and together with UNCDF, the “Parties”).

WHEREAS, UNCDF is the Implementing Partner or providing Country Office support to the national implementation of the project named in **Block 3** of the Face Sheet (hereinafter referred to as “the Project”) and more specifically described in project document **[Insert project number and title]** attached as **Annex A** (Project Document”), implemented at the request of the Government of the country named in **Block 1** of the Face Sheet;

WHEREAS the Responsible Party understands and agrees that the overall goal of this Agreement is to contribute to producing the outputs and achieving the outcomes set forth in the Project Document.

NOW, THEREFORE, the Parties hereto agree as follows:

1.0 Responsibilities of the Responsible Party

1.1 The Responsible Party agrees to achieve the milestone results and target result(s) as specified in **Annex B** (entitled “Results Framework”), hereinafter collectively referred to as the “Result(s)”, and for which the Responsible Party will be paid for the completion of related deliverable(s) as fully described in **Annex C** (entitled “Deliverable(s) and Performance-Based Payment Terms”), hereinafter referred to as the “Deliverable(s)”. The Responsible Party will achieve the Result(s) and complete the Deliverable(s) in accordance with the terms and conditions of this Agreement, including the Project Document and UNCDF financial regulations and rules and UNCDF policies and procedures as set out in the UNCDF Programme and Operations Policies and Procedures (POPP), which are incorporated herein by reference and form an integral part of this Agreement. The Responsible Party will achieve the Result(s) within the agreed timeframe described in **Annex B**, which will be verified through the application of the indicators and validation methodology also set forth in **Annex B**.

1.2 Where Annex B contains milestone results to be achieved by the Responsible Party prior to achievement of the target result(s), the Responsible Party understands that achievement of certain milestone results may be solely for monitoring purposes, whereas the achievement of other milestone results may trigger a payment by UNCDF. Only those milestone results that are specified in Annex C as or part of a Deliverable may trigger payment by UNCDF once completed by the Responsible Party and validated in accordance with this Agreement.

1.3 The Responsible Party agrees to achieve the Result(s) specified and validated in accordance with this Agreement. If the Responsible Party (i) fails to meet its responsibilities outlined in Article 1.1 and 1.2 above, or (ii) where Annex B contains milestone result(s) that must be met within the period/s specified in Annex B, and the Responsible Party fails to achieve at least 70% of that milestone result within the period specified, the Project Board (as such term is defined in the Project Document) may recommend that UNCDF terminate this Agreement prior to the end of the Deliverable Implementation Period specified in Block 4 of the Face Sheet. In addition, termination of the Agreement may be triggered in cases where UNCDF’s Social and Environmental Standards are not adhered to, potentially or actually resulting in adverse impacts on people or the environment. All claims to or expectations of payment of any unpaid performance-based payment as specified in Annex C shall cease upon UNCDF’s decision to terminate this Agreement based on the Project Board’s recommendation, irrespective of the stage of completion of the Deliverable(s) by the Responsible Party at such time. The Responsible Party acknowledges and agrees that any recommendation by the Project Board, and action thereon by UNCDF, shall be final.

1.4 The Responsible Party shall inform the Project Board of any problems it may face in achieving the Result(s) and completing the Deliverable(s) agreed upon.

1.5 The Responsible Party acknowledges that it accepts full programmatic and financial responsibility for achieving the Result(s) and completing the Deliverable(s).

2.0 Duration

2.1 This Agreement shall become effective on the date of last signature by the Responsible Party and UNCDF, acting through their duly Authorized Representatives, in **Blocks 10 and 11** of the Face Sheet, and shall expire at the end of the Deliverable Implementation Period indicated in **Block 4** of the Face Sheet, unless earlier terminated pursuant to **Article 1.3 or 6.5** of this Agreement.

3.0 Payment(s)

3.1 UNCDF agrees to make the performance-based payment/s (hereinafter referred to as the “PBPs”) described in Annex C, to the Responsible Party upon its completion of the related Deliverable within the timeframe specified, once completion of the Deliverable is verified through the application of the indicators and validation methodology set forth in **Annex B**.

3.2 The Responsible Party is ready and willing to complete the Deliverable(s) in order to receive the PBPs subject to the terms and conditions of this Agreement.

3.3 Once the Responsible Party has completed a Deliverable, the Responsible Party shall submit to UNCDF a request for payment in the format set forth in Annex E (entitled “Request for Payment Format”). The Responsible Party shall also submit to UNCDF a report in the format set forth in Annex D (“Reporting Format”) along with all relevant documentation available to it as may be necessary to support such request, such as survey reports, photographs, copies of reports, etc.

3.4 The total amount payable to the Responsible Party upon the completion of the Deliverable(s) shall not exceed the amount indicated in **Block 5** of the Face Sheet.

3.5 Payment of PBPs by UNCDF in accordance with the terms of this Agreement shall be deposited into the Responsible Party's bank account, the details of which are set forth in **Block 6** of the Face Sheet.

3.6 Payment of PBPs by UNCDF is/are not subject to any adjustment or revision due to price or currency fluctuations or the actual costs incurred by the Responsible Party in achieving the Deliverable(s) under this Agreement.

4.0 Records, Information and Reports

4.1 The Responsible Party shall maintain clear, accurate and complete records in respect of the payments received under this Agreement. Upon completion of the Deliverable Implementation Period, or the termination of this Agreement, the Responsible Party shall maintain the records for a period of at least five (5) years thereafter.

4.2 The Responsible Party shall report on its progress toward the achievement of the Result(s) in accordance with the reporting schedule and format included in **Annex D** of this Agreement. Where completion of the target result, as defined in Annex B, is expected to take more than one year from the commencement of this Agreement, the Responsible Party shall provide to the Project Board progress reports (“Performance Reports”) with respect to the milestone results in accordance with the reporting schedule and format included in **Annex D** of this Agreement, and which shall be provided at least on an annual basis.

4.2 All correspondence regarding the implementation of this Agreement shall be addressed to the individuals indicated in **Blocks 8 and 9** of the Face Sheet.

5.0 Audits and Investigations

5.1 All payments made by UNCDF under this Agreement shall be subject to a post-payment audit by auditors, whether internal or external, of UNCDF or by other authorized and qualified agents of UNCDF at UNCDF's expense,

any time during the term of this Agreement and for a period of three (3) years following the completion of the Deliverable Implementation Period or the termination of this Agreement, whichever is earlier.

5.2 The Responsible Party acknowledges and agrees that UNCDF may conduct investigations relating to any aspect of this Agreement (including the selection of the Responsible Party, the obligations performed under this Agreement, compliance with social and environmental commitments, and the operations of the Responsible Party generally relating to the performance of this Agreement) at any time during the term of the Agreement and for a period of three (3) years following the expiration or prior termination of the Agreement. The right of UNCDF to conduct an investigation and the Responsible Party's obligation to cooperate with such an investigation shall not lapse upon the expiration or early termination of this Agreement.

5.3 The Responsible Party shall provide its full and timely cooperation with any post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Responsible Party's obligation to make available its personnel (including officers, officials, employees, consultants, contractors, advisors and agents, hereinafter "Personnel") and any relevant documentation for such purposes at reasonable times and on reasonable conditions, and to grant to UNCDF access to the Responsible Party's premises at reasonable times and on reasonable conditions. The Responsible Party shall ensure that its Personnel cooperate with any post-payment audits or investigations carried out by UNCDF hereunder.

5.4 UNCDF shall be entitled to a refund from the Responsible Party for any amounts shown by audits or investigations to have been paid by UNCDF other than in accordance with the terms and conditions of this Agreement. The Responsible Party also agrees that, where applicable, donors to UNCDF whose funding is the source of, in whole or in part, the funding for the Deliverable(s) under this Agreement, shall have direct recourse to the Responsible Party for the recovery of any funds determined by UNCDF to have been used in violation of or inconsistent with this Agreement. However, there shall be no double recovery of funds under this provision.

6.0 Representations and Warranties

6.1 The Responsible Party represents and warrants that:

(a) it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Agreement or the award thereof to any representative, official, employee, or other agent of UNCDF.

(b) neither it, its parent entities (if any), nor any of the Responsible Party's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

(c) neither it, its parent entities (if any), nor any of the Responsible Party's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

(d) it shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Responsible Party to perform any services under the Agreement. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Responsible Party shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person. UNCDF shall not apply the foregoing standard relating to age in any case in which the Responsible Party's Personnel or any other person who may be engaged by the Responsible Party to perform any services under the Agreement is

married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Personnel or such other person who may be engaged by the Responsible Party to perform any services under the Agreement.

(e) neither it, its parent entities (if any), nor any of the Responsible Party's subsidiary, affiliated entities (if any), suppliers and subcontractors is engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1, 3, 4 or 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999.

6.2 The Responsible Party shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Agreement.

6.3 With respect to its obligations under this Agreement, the Responsible Party hereby acknowledges that it has read and agrees to be bound, mutatis mutandis, by the obligations and agreements set forth in the Project Document as applicable to the Implementing Partner or any party contracted by the Implementing Partner to perform some aspect of the Project, including, but not limited to, those set forth in the section entitled "Risk Management."

6.4 The Parties agree that it is important that all necessary precautions are taken to avoid conflicts of interest and corrupt practices. To this end, the Responsible Party shall maintain standards of conduct that govern the performance of the Responsible Party Personnel, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits. The Responsible Party and persons affiliated with it, including the Responsible Party Personnel, shall not engage in the following practices:

- a) participating in the selection, award, or administration of a contract, grant or other benefit or transaction funded by UNCDF, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest;
- b) participating in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;
- c) offering, giving, soliciting or receiving gratuities, favors, gifts or anything else of value to influence the action of any person involvement in a procurement process or contract execution;
- d) misrepresenting or omitting facts in order to influence the procurement process or the execution of a contract;
- e) engaging in a scheme or arrangement between two or more bidders, with or without the knowledge of the Responsible Party Personnel, designed to establish bid prices at artificial, non-competitive levels; or
- f) participating in any other practice that is or could be construed as an illegal or corrupt practice under domestic law.

If the Responsible Party has knowledge or becomes aware of any of the practices outlined above undertaken by anyone affiliated with the Responsible Party, the Responsible Party shall immediately disclose the existence of such practices to UNCDF.

6.5 The Responsible Party acknowledges and agrees that the provisions of this **Article 6.0** constitute an essential term of the Agreement and that breach of any such representation and warranty or covenant shall entitle UNCDF to terminate the Agreement immediately upon notice to the Responsible Party, without any liability for termination charges or any other liability of any kind.

7.0 General Provisions

7.1 This Agreement and the Annexes attached hereto shall form the entire Agreement between the Parties, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

7.2 The Responsible Party shall carry out all activities toward the achievement of Result(s) with due diligence and efficiency. Subject to the express terms of this Agreement, it is understood that the Responsible Party shall have exclusive control over its activities toward the achievement of Result(s), and that UNCDF shall not interfere in the exercise of such control. However, both the quality of work and the progress being made toward successful achievement of the Result(s) shall be subject to review by the Project Board. If at any time, the Project Board recommends the termination of this Agreement further to Article 1.3 above, the Project Board may advise UNCDF to declare this Agreement terminated by giving thirty (30) days' written notice to the Responsible Party. The Project Board's determination as to the quality of work being performed and the progress being made toward the achievement of the Result(s) shall be based on the methodology set forth in **Annex B**, and such decision shall be conclusive, final, and binding upon the Responsible Party.

7.3 UNCDF undertakes no responsibility 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 of the Responsible Party toward the achievement of the Result(s) or completion of the Deliverable(s) under this Agreement. Such responsibilities shall be borne by the Responsible Party.

7.4 The Responsible Party shall achieve the Result(s) as defined in Annex B and complete the Deliverable(s) within the Deliverable Implementation Period indicated in Block 4 of the Face Sheet.

7.5 The rights and obligations of the Responsible Party are limited to the terms and conditions of this Agreement. Accordingly, the Responsible Party 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.

7.6 The Responsible Party shall be fully responsible and liable for all services performed by its Personnel in completing the Deliverable(s) in relation to the Project on behalf of the Responsible Party, and shall ensure that all of its obligations under this Agreement extend to the Responsible Party Personnel. The Responsible Party Personnel shall not be considered in any respect as being the officials, personnel, employees, staff or agents of UNCDF or the United Nations. The Responsible Party agrees and shall ensure that the Responsible Party Personnel working to complete the Deliverable(s) under this Agreement (a) shall refrain from any conduct that would adversely reflect on UNCDF or the United Nations, and shall not engage in any activity that is incompatible with the aims, objectives or mandate of UNCDF or the United Nations; and (b) shall not use information that is considered confidential without the prior written authorization of UNCDF, as required by Article 7.16 below. The Responsible Party may not assign, transfer, pledge, or make any other disposition of the Agreement, of any part of it, or of any of its rights, claims or obligations under the Agreement, except with the prior written authorization of UNCDF. Any authorized assignee or transferee shall be bound by the terms and conditions of this Agreement. The Responsible Party may not use the services of subcontractor(s) unless prior written authorization is granted by UNCDF. If such authorization is granted, the Responsible Party shall ensure that such subcontractor(s) do not use further tiers of subcontractors, unless prior written authorization is granted by UNCDF. Any authorized subcontractor shall be bound by the terms and conditions of this Agreement. The use of subcontractors shall not relieve the Responsible Party of any of its obligations under this Agreement.

7.7 Title to any equipment and supplies that may be furnished by UNCDF shall rest with UNCDF and any such equipment shall be returned to UNCDF within 30 days of expiration or termination of this Agreement, or when no longer needed by the Responsible Party. Such equipment, when returned to UNCDF, shall be in the same condition as when delivered to the Responsible Party, subject to normal wear and tear. The Responsible Party shall be liable to compensate UNCDF for equipment determined to be damaged or degraded beyond normal wear and tear.

7.8 The Responsible Party shall indemnify, hold and save harmless, and defend at its own expense, UNCDF, its officials and persons performing services for UNCDF, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, on account of, based or resulting from, arising out of (or

which may be claimed to arise out of) or relating to the acts or omissions of the Responsible Party, Responsible Party Personnel or other persons hired for the management of the present Agreement and the Project. The Responsible Party shall be responsible for, and deal with all claims brought against it by any Responsible Party Personnel.

7.9 Procurement of goods, services and technical assistance required by the Responsible Party toward the completion of the Deliverable(s) will be conducted by the Responsible Party in accordance with the principles of highest quality, transparency, economy and efficiency.

7.10 Except as may be otherwise agreed by the Parties in this Agreement, 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 Responsible Party has developed for UNCDF under this Agreement and which bear a direct relation to, or are produced, prepared or collected in consequence of, or during the course of, the performance of this Agreement. The Responsible Party acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNCDF.

7.11 The Responsible Party acknowledges that UNCDF and its representatives have made no actual or implied promise of payment except for the amounts specified in this Agreement and subject to the terms hereof.

7.12 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 or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the Parties hereto.

7.13 The Parties shall try to settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, and except as provided for herein, the matter shall be referred to arbitration in accordance with United Nations Commission on International Trade Law Arbitration Rules. 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.

7.14 Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNCDF.

7.15 Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party to the other Party during the term of this Agreement shall be considered confidential and shall be handled pursuant to the UNCDF Information Disclosure Policy, not attached hereto but known to and in the possession of the Parties. The Responsible Party may disclose information to the extent required by law, provided that and without any waiver of the privileges and immunities of the United Nations, the Responsible Party will give UNCDF sufficient prior notice of a request for the disclosure of information in order to allow UNCDF to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNCDF may disclose information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General of the United Nations.

7.16 The responsibility for the safety and security of the Responsible Party and its Personnel and property, and of UNCDF's property in the Responsible Party's custody, rests with the Responsible Party. The Responsible Party shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the activities toward completion of the Deliverable(s) are being provided; and (ii) assume all risks and liabilities related to the Responsible Party's security, and the full implementation of the security plan. UNCDF reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this Agreement. Notwithstanding the foregoing, the Responsible Party shall remain solely responsible for the security of its Personnel and for UNCDF's property in its custody as set forth in Article 7.7 above.

7.17 In the event of, and as soon as possible after, the occurrence of any cause constituting *force majeure*, the Party affected by it shall give the other Party notice and full particulars in writing of such occurrence. If the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under this Agreement, the Parties shall consult on the appropriate action to be taken, which may include termination of this Agreement with at least seven (7) days written notice of such termination. *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party invoking *force majeure*.

7.18 Social and Environmental Standards and Accountability Mechanism: Social and environmental sustainability will be enhanced through application of the UNCDF Social and Environmental Standards and related Accountability Mechanism as set forth in the Project Document (Annex A). In achieving the Result(s) and completing the Deliverable(s), the RP shall: (a) conduct itself in a manner consistent with the UNCDF Social and Environmental Standards, (b) implement any management or mitigation plan set out in the Project Document in order to comply with such standards, and (c) engage in a constructive and timely manner to address any concerns and complaints raised through UNCDF's Accountability Mechanism. UNCDF will seek to ensure that communities and other project stakeholders are informed of and have access to the Accountability Mechanism.

7.19 The Responsible Party shall only use the name (including abbreviations), emblem or official seal of the United Nations or UNCDF in direct connection with the completion of the Deliverable(s) under this Agreement and upon receiving prior written consent of UNCDF. Under no circumstances shall such consent be provided in connection with the use of the name (including abbreviations), emblem or official seal of the United Nations or UNCDF for commercial purposes or goodwill.

7.20 The Responsible Party represents and warrants that: (a) it is a legal entity validly existing under the laws of the jurisdiction in which it was formed and it has all the necessary powers, authority and legal capacity to: (i) own its assets, (ii) conduct activities under the Project, and (iii) enter into this Agreement; and (b) this Agreement has been duly executed and delivered by the Responsible Party and is enforceable against it in accordance with its terms.

7.21 Any notice, request, document, report, or other communication submitted by either the Responsible Party or UNCDF shall be in writing and sent to the other party at the address information set forth in Block 8 or Block 9 of the Face Sheet, as appropriate.

7.22 The provisions of Article 4.1, Article 5.0, and Articles 7.6, 7.7, 7.8, 7.10, 7.12, 7.13, 7.14, 7.15 and 7.19 shall survive and remain in full force and effect regardless of the expiry of the Deliverable Implementation Period or the termination of this Agreement.

Annex A: Project Document

(Attach ProDoc.)

DRAFT

Annex B: Results Framework

Intended Outcome as stated in the UNDAF/Country [or Global/Regional] Programme Results and Resource Framework:								
Project title and Quantum Project Number:								
Responsible Party:								
AGREED OUTPUTS/ACTIVITIES AND INDICATORS	DATA SOURCE (RP)	BASELINE		RESULTS (by frequency of data collection)				Validation Methodology
		Value	Year	Milestone Result 1 [Date]	Milestone Result 2 [Date]	Milestone Result ... [Date]	TARGET RESULT [Date]	
Output/Activity 1: Clearly specify each output that the Responsible Party will deliver								
Indicator 1.1 Include quantifiable indicators (one per row) that will be used to determine if the output has been delivered (examples): # of active police trained in human rights obligations	Aerial photo estimate and invoices	0	2018	1,000	5,000	10,000	20,000	
Indicator 1.2 Include indicators (one per row) that objectively measure the quality and sustainability of the results (examples): % of trained police who can accurately identify at least one HRBA technique in policing		0	2018	10%	40%	60%	100%	
Indicator 1.3								
Output/Activity 2:								
Indicator 2.1								
Indicator 2.2								

This annex must be finalized prior to the Performance-Based Payment Agreement being signed.

Annex C: Deliverable(s) and Performance-Based Payment Terms

Deliverable(s)	Expected Date of Completion	Eligible Cumulative Payment (USD)	Value of Payment
Deliverable 1	DD Month YYYY	10% of Agreement value	\$XX,XXX
Indicator 1.1 - <i>5,000 active police trained in human rights obligations</i>			
Indicator 1.2 - <i>40% of trained police who can accurately identify at least one HRBA technique in policing</i>			
Deliverable 2	DD Month YYYY	50% of Agreement value	\$XXX,XXX
Indicator 1.1 - <i>10,000 active police trained in human rights obligations</i>			
Indicator 1.2 - <i>60% of trained police who can accurately identify at least one HRBA technique in policing</i>			
Indicator 1.3			
Deliverable 3			
Indicator 1.1	DD Month YYYY	100% of Agreement value*	\$X,XXX,XXX
Indicator 1.2			
Indicator 1.3			
...			

This annex must be finalized prior to the Performance-Based Payment Agreement being signed. All milestone and/or target results (as set forth in Annex B) that are part of a Deliverable must be achieved in order for a payment to be made.

Annex D: Reporting Format

Intended Outcome as stated in the UNDAF/Country [or Global/Regional] Programme Results and Resource Framework:									
Project title and Quantum Project Number:									
Responsible Party:									
AGREED OUTPUTS/ACTIVITIES AND INDICATORS	DATA SOURCE (RP)	BASELINE		RESULTS (by frequency of data collection)					Method of Validation
		Value	Year	Result Type (Planned/ Actual)	Milestone Result 1 [Date]	Milestone Result 2 [Date]	Milestone Result ... [Date]	TARGET RESULT [Date]	
Output/Activity 1: <i>Clearly specify each output that the Responsible Party will deliver</i>									
Indicator 1.1 Include quantifiable indicators (one per row) that will be used to determine if the output has been delivered (examples): # of active police trained in human rights obligations	Arial photo estimate and invoices	0	2018	Planned	1,000	5,000	10,000	20,000	
				Actual*					
Indicator 1.2 Include indicators (one per row) that objectively measure the quality and sustainability of the results (examples): % of trained police who can accurately identify at least one HRBA technique in policing				Planned					
				Actual*					
Indicator 1.3				Planned					
				Actual*					
Output/Activity 2:									
Indicator 2.1				Planned					
				Actual*					
Indicator 2.2				Planned					
				Actual*					

*To be completed by the Responsible Party when a result (milestone or target) needs to be reported. Relevant supporting documentation must be attached to the reporting form, including survey reports, photographs, copies of reports, etc.

Annex E: Request for Payment Format

To: UNCDF,
<enter country office
address and Fax No:>

Date: xx/xx/20xx

Pursuant to the Low Value Performance-Based Payment Agreement dated **DD MONTH YR** (the "Agreement") between **[Responsible Party]** and United Nations Capital Development Fund, **[Responsible Party]** hereby requests payment for the completion of **Deliverable [x]**, in the amount of **\$XX**. We certify that:

- 1) The indicators for **Deliverable [x]** have been satisfactorily met and were achieved within the specified timeframe listed in Annex C.
- 2) The Actual Result(s) reported herein, are complete and correct as of the date of this letter.
- 3) The amount requested for this payment does not exceed the maximum allowable amount payable under this Deliverable.
- 4) The information for **[Responsible Party]** bank account into which payment will be disbursed (set forth in Block 6 of the Face Sheet) is still valid.
- 5) **[Responsible Party]** is in full compliance with all terms, conditions and commitments of the Agreement as of this date.

Deliverable(s)	Planned Result	Actual Result*	Expected Date of Completion	Actual Date of Completion*	Eligible Cumulative Payment (USD)	Value of Payment Requested*
Deliverable x			DD Month YYYY	DD Month YYYY	10% of contract value	\$XX,XXX
Indicator 1.1 - 5,000 active police trained in human rights obligations)	1,000	1,200				
Indicator 1.2 - 40% of trained police who can accurately identify at least one HRBA technique in policing	50%	50%				

**To be completed by the Responsible Party when requesting a payment after completion of a Deliverable. Updated Annex D and relevant supporting documentation must be attached to the form, including survey reports, photographs, copies of reports, etc.*

Submitted by:

Signature: _____

[Printed Name]

Date: [Date]

[Designation], [Name of Responsible Party]

For the [period] ended [Date]