

United Nations Development Programme

**PROJECT DOCUMENT****Lebanon****Project Title:** Solarization of Gebran Tueini School**Project:** 00118152 – A8**Implementing Partner:** UNDP (DIM)**Start Date:** 01 October 2022**End Date:** 30 September 2024**PAC Meeting date:**

N/A

Brief Description

Lebanon has been and is still struggling to deliver reliable, affordable, and more sustainable energy services to the Lebanese society and economy. The lack of access to modern and reliable energy services, resulted in a negative impact throughout all sectors in Lebanon. Energy provides services to meet many basic human needs, particularly heat, motive power, and light. Without adequate power, education facilities, amongst others, cannot properly provide any of their services. Most facilities are resorting to running diesel generators at excessive costs to ensure business continuity and this is further constraining their already scarce financial resources. Initiatives that thus assist the education sector in freeing income for backstopping services in a budget-constrained environment, such as the services of energy provision, will provide more resilience in the provision of education.

To address this challenge, the project will solarize Gebran Tueini School, which is a one-level prefabricated building established in 2021 by the Spanish Cooperation under the project "Installation of a modular school as an early rehabilitation initiative in the area affected by the Beirut port explosion" funded by the Spanish Agency for International Development Cooperation (AECID).

Contributing Outcome (UNSDCF, CPD, RPD):
UNSDCF: Planet Outcome 1. Strengthened stabilization and green recovery to reduce vulnerabilities and environmental risks

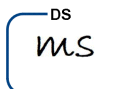
CPD:
Output Indicator 4.1.1. Amount of energy saved from the implemented of decentralized and/or small-scale mitigation projects (baseline 0.1 MW, target 5.67 MW)

Indicative Output(s) with gender marker: GEN1

Total resources required:	EURO 100,000 including 1%Levy	
Total resources allocated:	UNDP TRAC:	0
	Donor:	AECID: 100,000 EUR Project budget: EUR 99,009.9 equivalent to USD 106,119.94
	Government:	0
	In-Kind:	0
Unfunded:		

Agreed by (signatures)

UNDP
DocuSigned by: <i>Melanie Hauenstein</i>
Melanie Hauenstein, UNDP Resident Representative 70642E8B91B7414...
Date: 15-Sep-2023



I. DEVELOPMENT CHALLENGE

Impacts of the Syrian Crisis on Lebanon's Social Stability and Environment

Lebanon is one of the world's 20 most densely populated countries and hosts the world's largest refugee population compared to the country's own inhabitants. It is estimated that up to 1.5 million Syrians are displaced into Lebanon in addition to 180,000 Palestine refugees in Lebanon and 29,000 Palestinian refugees from Syria. These populations live across all governorates in Lebanon. Nearly all municipalities are hosting communities as refugees are living in 97 percent of municipalities. The majority of displaced Syrians live in Zahle, Baalbek, Baabda and Akkar, with most Palestinian refugees living in Saida, South and Akkar. Urban areas accommodate almost 90 percent of the refugee population in Lebanon, including the vast majority of displaced Syrians. There is currently a total of 6076 informal settlements (all sites including small ones); or 3,109 informal settlements (with more than 4 structures) with an estimated 22% of the population living in informal settlements. As such, the vast majority of refugees reside in collective shelters and in residential areas.

In addition to Syrian Crisis, Lebanon has further faced an unprecedented and multifaceted economic, financial, social and health crisis since 2019. As a consequence, vulnerable populations have been deeply affected by a sharp increase in socio-economic needs, gaps in critical supply chains and limitations on access to food, healthcare, education, employment and other basic services. In 2021, almost nine in ten displaced Syrian households were living in extreme poverty and 87% of PRS and 73% of PRL. But also, perceptions of aid bias have been increasing since 2019, with 88 percent of the population believing that vulnerable Lebanese have been neglected in international aid/assistance programmes – compared to 75.3 per cent in June 2019. The living conditions of vulnerable Lebanese and others are declining across the country, in both rural and urban settings with poverty levels also rising dramatically among Lebanese. More than half of the Lebanese population are estimated as living below the poverty line.

Lebanon's multiple crises have only compounded the pre-existing environmental and service delivery challenges that existed in Lebanon for decades now. Pollution loads are high where major water bodies are contaminated from industrial and municipal waste, solid waste management in the country is weak and the country suffers from poor electricity infrastructure and weak energy management systems that lead to long hours of electricity blackouts across the country. Heavily polluting community-based diesel generators are being used instead to bridge the gap in electricity supply to the extent possible, however, not on a 24-hour basis and of course the most vulnerable and poorest segments of the population cannot afford to subscribe to these services.

The exacerbated energy sector's situation marked by frequent power outages and dependency on expensive fuel imports, has had direct and indirect impacts on the education sector. Frequent power cuts not only disrupt regular class schedules but also limit the ability of schools to use digital tools and other modern teaching methods. Increased operational costs due to unreliable grid electricity and fuel price surges put constraints on the school to deliver quality education and invest in other crucial areas for service delivery such as teacher salaries, student resources and infrastructure development.

Response to the Impacts of the Syrian Crisis on the Energy Sector

Before the onset of Syria crisis, the energy sector in Lebanon has been a significant burden on the national economy and people and the MoEW developed the the Policy Paper for the Electricity Sector (2010), which was updated in 2019, to reform the sector. An inability of the national utility, EDL, to provide reliable power leads to daily outages as well as penetration of costly, polluting and unregulated private diesel generators. The situation has been exacerbated by the ongoing Syrian

refugee crisis, increasing demand by 447 MW¹. With regard to energy-related activities on LCRP, it has been underfunded compared to other sectors. While the necessary reform of the power sector is yet to be implemented, the demand for decentralized renewable energy solutions has recently increased to maintain vital services such as health, education and water given the dim prospect of national sector reform and increasing financial stresses of service providers.

For the education sector, the implementation of energy efficiency and renewable energy measures is a cost-effective way to reduce schools' electricity bills. The Education sector and the Energy sector, under the guidance of MEHE, will implement Renewable Energy projects, mainly the distribution of Solar PV systems and installation of energy-efficient (LED Lighting) projects in public schools. The installation of solar PV in schools can generate monetary savings throughout its lifespan (c.a. 20 years). The financial savings from reducing electricity bills can be re-directed to core education activities such as school enrolment.

¹ MoEW & UNDP (2017). [The Impact of the Syrian Crisis on the Lebanese Power Sector and Priority Recommendations](#).

II. STRATEGY

The objective of the solarization of Gebran Tueini School in Karantina is to assist the Lebanese public education institutions to become more cost-effective, more comfort-related, environmentally responsible, and actively engaged in the transition towards a more sustainable energy future.

The intervention will also reduce the cost of electricity that needs to be paid by the school and the savings can be used for other urgent needs in addition to ensuring a secure source of electricity given the increasing electricity outage hours.

Theory of Change

Based on the development challenges and the project objective, the theory of change (ToC) for this project is proposed as follows:

IF:

- Renewable energy solutions are implemented in the school in Karantina (Activity 1).

THEN:

- Saving from the reduced cost of electricity will be used for quality educational service delivery.

III. RESULTS AND PARTNERSHIPS

Expected Results

Based on the Theory of Change, the project consists of one main activity as follows:

Activity 1. Solarization of Gebran Tueini School

The intervention will focus on installing a Photovoltaic solar system at Gebran Tueini School (40 KWp with 80 kWh Lithium Storage).

The system will include a PV generator, grid-tied inverters, data loggers, corrugated roof support structure, and auxiliary equipment at the school, complete with the provision of training and documentation on the operation and maintenance of the installed equipment.

Interventions will include the design and installation of a solar photovoltaic system in the school to reduce tensions and ensure critical services continue to operate given the extensive power cuts and the inability of most beneficiaries to pay for the ever-increasing cost of electricity. The detailed specification of sustainable energy solutions will be designed based on energy audits that will be carried out by UNDP once the project is initiated. The sustainable energy equipment and interventions will then be prioritised based on the results of the audits and those that have low payback periods and are most cost-effective will be implemented in order to mitigate the financial burden of the school after the implementation.

Resources Required to Achieve the Expected Results

The inputs and budget required to deliver the project's outputs are described in Section VII. The project also needs UNDP Country Office staff time for procurement, contract management, finance, coordination, reporting and general support.

Partnerships

UNDP's tension monitoring programme works closely with partners across the Lebanon Crisis Response Plan (LCRP) to provide LCRP partners with information on tension status and solutions to address it. UNDP has many years of strong partnership with the Ministry of Energy and Water as well as other key national institutions on energy-related issues to support in improving service delivery, ensuring cleaner and more sustainable sources of energy.

Risks and Assumptions

Lebanon's political, economic and security situation remain unstable. This situation may last the entire duration of the project implementation period. Mitigation measures are included for each of the risks mentioned in the table below and will be continuously assessed and updated by UNDP. Any changing or critical risk will also be escalated to the Project Board as needed.

Description	Type	Impact & Probability	Mitigating Measures	Owner
Political instability and security situation in the country can slow down or stop the project activities.	Political	P = 5 I = 4	Close follow up and monitoring of the situation in the country, timely notification of potential threats to the PB, and close coordination with UNDSS especially for fieldwork. In the case of serious worsening of the situation, activities will be contained to safer areas.	UNDP
Social unrest could lead to challenges in accessing sites	Political	P = 4 I = 3	Coordination with UNDSS to determine best ways to access sites and to continue	UNDP

and completing the works on time			delivering without taking (or exposing anyone to) unnecessary risks	
Low engagement and willingness of beneficiaries to manage and maintain the installed equipment.	Operational	P = 3 I = 2	UNDP to engage the beneficiaries and to build capacity to ensure knowledge about operation and maintenance.	UNDP
COVID19 Pandemic incl. risk of delays due to lockdowns and infection risks on site.	Environment	P = 5 I = 2	Ensure the provision of personal protective equipment (PPE) for the workers and other preventive measures at the sites and abiding by national preventive guidelines.	UNDP
Unpredictable exchange rate fluctuations can have an impact on the availability of funds against the original budget	Financial	P = 4 I = 4	Exchange rate fluctuations is closely tracked against cash flow projections, and budgets. Adjustments of activities and timelines will be considered, if needed, to stay within the available resources.	UNDP

Stakeholder Engagement

The key stakeholders that will act as partners have been identified and their roles and contribution to the project are described above. The target group of the project is the school serving 100 students (Lebanese and non-Lebanese).

Knowledge

The project knowledge will be also shared with other LCRP projects through the regular coordination meetings. There will also be events organised around the inauguration of projects which will specifically target high-level participation and ensure the activities are widely reported by the main media outlets. Finally, the project activities and results will continuously be reported and reflected on the UNDP Lebanon website social media platforms such as Facebook, Twitter etc. This will be the responsibility of communication officers based on the projects and working in coordination with the UNDP Country Office Communications team. At the LCRP level the contribution will be reported and reflected in the relevant sector reporting.

Sustainability and Scaling Up

The project will work with the Municipality of Beirut (landowner) and the Ministry of Education and Higher Education (MEHE) in order to ensure the sustainability of the project and scale up the impacts at national level. As mentioned above, the project is designed to ensure the ownership and the sustainability of the infrastructure and equipment after the handover to the school/MEHE. Capacity building on the systems for the beneficiary will be also provided.

IV. PROJECT MANAGEMENT***Cost Efficiency and Effectiveness***

The project uses a portfolio management approach to improve cost-effectiveness and efficiency through synergies with other interventions through the UNDP CEDRO Renewable Energy project team in UNDP. For any balance at the end of the project, the country office will consult with the AECID.

Project Management

The Project Team will be responsible for the day-to-day management of the project. The work will be integrated within and managed by the CEDRO project team. UNDP's GID Programme will provide technical support and guidance to the project team on the specific sectoral issues. The implementation of works on the ground will also closely liaise with the on-going work with municipalities, the Ministry of Energy, LCRP partners and other relevant stakeholders.

V. RESULTS FRAMEWORK

Intended Outcome as stated in the UNSDCF/Country Programme Results and Resource Framework:

Planet Outcome 1. Strengthened stabilization and green recovery to reduce vulnerabilities and environmental risks

Outcome indicators as stated in the Country Programme Results and Resources Framework, including baseline and targets

CPD Output Indicator 4.1.1. Amount of energy saved from the implemented of decentralized and/or small-scale mitigation projects (baseline 0.1 MW, target 5.67 MW)

Applicable Output(s) from the UNDP Strategic Plan: 1.4.1 Solutions scaled up for sustainable management of natural resources, including sustainable commodities and green and inclusive value chains

Project title and Number: CEDRO 5 – 00118152 – Activity 8

EXPECTED ACTIVITEIS	OUTPUT INDICATORS	DATA SOURCE	BASELINE		TARGETS (by frequency of data collection)		DATA COLLECTION METHODS & RISKS
			Value	Year	Year 1	FINAL	
Activity 1 Solarization of Gebran Tueini School	2.1 Number of sustainable energy solution installed for school	UNDP, MoEW	0	2023	1	1	Progress report of contractors and/or consultancy firms. Field visits

VI. MONITORING AND EVALUATION

Monitoring Activity	Purpose	Frequency	Expected Action	Partners (if joint)	Cost (if any)
Track results progress	Progress data against the results indicators in the RRF will be collected and analysed to assess the progress of the project in achieving the agreed outputs.	Quarterly, or in the frequency required for each indicator.	Slower than expected progress will be addressed by project management.		
Monitor and Manage Risk	Identify specific risks that may threaten achievement of intended results. Identify and monitor risk management actions using a risk log. This includes monitoring measures and plans that may have been required as per UNDP's Social and Environmental Standards. Audits will be conducted in accordance with UNDP's audit policy to manage financial risk.	Quarterly	Risks are identified by project management and actions are taken to manage risk. The risk log is actively maintained to keep track of identified risks and actions taken.		
Learn	Knowledge, good practices and lessons will be captured regularly, as well as actively sourced from other projects and partners and integrated back into the project.	At least annually	Relevant lessons are captured by the project team and used to inform management decisions.		
Annual Project Quality Assurance	The quality of the project will be assessed against UNDP's quality standards to identify project strengths and weaknesses and to inform management decision making to improve the project.	Bi-Annually	Areas of strength and weakness will be reviewed by project management and used to inform decisions to improve project performance.		
Review and Make Course Corrections	Internal review of data and evidence from all monitoring actions to inform decision making.	At least annually	Performance data, risks, lessons and quality will be discussed by the project board and used to make course corrections.		
Project Report	A progress report will be presented to the Project Board and key stakeholders, consisting of progress data showing the results achieved against pre-defined annual targets at the output level, the annual project quality rating summary, an updated risk log with mitigation measures, and any evaluation or review reports prepared over the period.	Annually, and at the end of the project (final report)			
Project Review (Project Board)	The project's governance mechanism (i.e., project board) will hold regular project reviews to assess the performance of the project and review the Multi-Year Work Plan to ensure realistic budgeting over the life of the project. In the project's final year, the Project Board shall hold an end-of project review to capture lessons learned and discuss opportunities for scaling up and to socialize project results and lessons learned with relevant audiences.	Specify frequency (i.e., at least annually)	Any quality concerns or slower than expected progress should be discussed by the project board and management actions agreed to address the issues identified.		

VII. MULTI-YEAR WORK PLAN

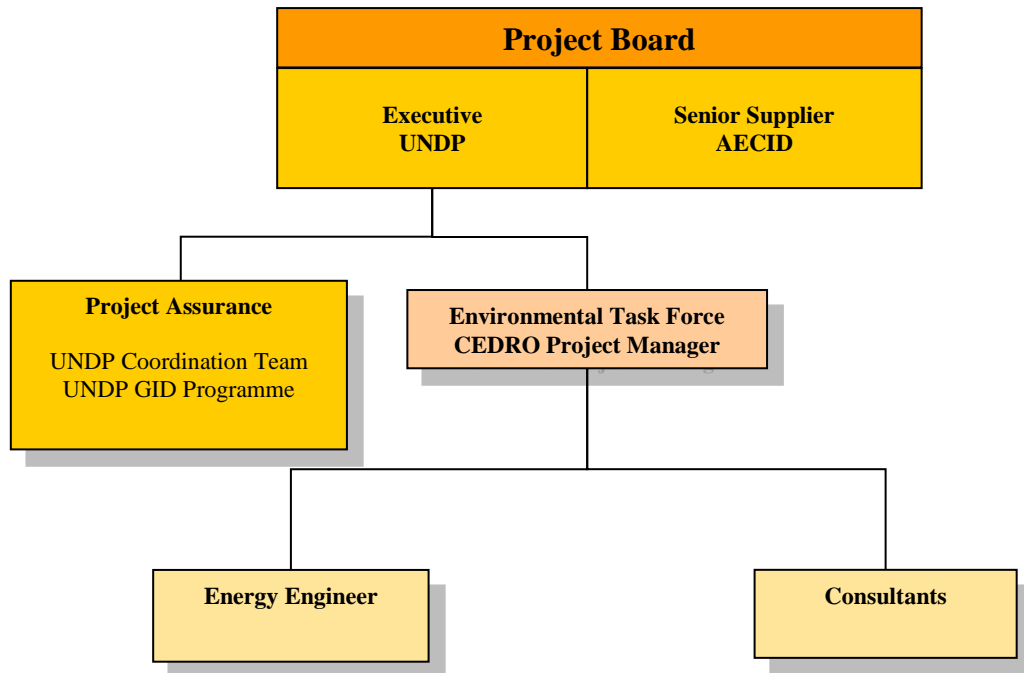
EXPECTED OUTPUTS	PLANNED ACTIVITIES	Planned Budget by Year		RESPONSIBLE PARTY	PLANNED BUDGET		
		Y1	Y2		Funding Source	Budget Description	Amount (USD)
Activity 2: Solarization of Gebran Tueini School <i>Gender marker:</i>	2.1 Energy Engineers			UNDP	AECID	Contracts	24,228.00
	2.2 Installation of PV systems for the school			UNDP	AECID	Contract for works	70,979.99
	Sub-Total for Output 2						95,207.99
Project Management	Operational Costs (fuel for cars, printing, petty cash)			UNDP	AECID		1,051.21
Direct Project Cost (DPC)				UNDP	AECID		2,000.00
Sub Total							98,259.20
General Management Support (8%)	8% of the Sub Total						7,860.74
TOTAL							106,119.94

VIII. GOVERNANCE AND MANAGEMENT ARRANGEMENTS

Executing Modality

The Project will be executed under the UNDP Direct Implementation Modality (DIM), whereby UNDP will act as the executing and implementing agency. The UNDP will monitor the progress towards intended results, and will ensure high-quality managerial, technical and financial implementation of the project, and will be responsible for monitoring and ensuring proper use of administrated funds to the assigned activities, timely reporting of implementation progress as well as undertaking of mandatory and non-mandatory evaluations for each of their respective components. Furthermore, the procurement of goods and services and the recruitment of personnel shall be provided in accordance with UNDP guidelines, procedures and regulations.

A 'Project Board' or 'Project Steering Committee' will be set up and will be responsible for making, by consensus, management decisions for the project when guidance is required by the Project Manager, including a recommendation for UNDP approval of project plans and revisions. The Project Board decisions should be made in accordance with standards that shall ensure management for development results, best value money, fairness, integrity, transparency and effective international competition. The Project Board will provide expertise and ensure the various studies carried out and recommendations are in line with national priorities and are well coordinated with other on-going activities within the sector. The Project Board/Steering Committee will consist of the donor, represented by the Embassy of Norway and the UNDP.



UNSP Support Services and General Oversight and Management Services:

The UNDP country office will provide the following support services covered by the Direct Project Costs (DPC), for the activities of the programme/project:

- i. Payments, disbursements and other financial transactions
- ii. Recruitment of staff, project personnel, and consultants
- iii. Payroll management services and Medical Clearance Services for all staff, external access to Quantum for project managers and other staff

- iv. Procurement of services and equipment, including disposal
- v. Travel including visa requests, ticketing, and travel arrangements
- vi. Organization of training activities, conferences, and workshops, including fellowships
- vii. Shipment, custom clearance, vehicle registration, and accreditation
- viii. Security management service and Malicious Acts Insurance Policy
- ix. Quality Assurance and Quality Control
- x. Policy advisory support
- xi. Thematic and technical backstopping
- xii. Resource management and reporting

The UNDP will also provide the following corporate management services which include the following:

- i. Corporate executive management and resource mobilisation
- ii. Corporate accounting, financial management, internal audit, legal support and human resources management
- iii. Policy guidance and Bureau/Country Office management

UNDP's corporate management fee (facilities and administration) will be collected at a flat rate of 8%.

Audit

The audit of DIM projects is made through the regular external (UN Board of Auditors) or internal audits (audits managed by UNDP's Office of Audit and Investigations).

IX. LEGAL CONTEXT

This project document shall be the instrument referred to as such in Article 1 of the Standard Basic Assistance Agreement between the Government of (country) and UNDP, signed on (date). All references in the SBAA to “Executing Agency” shall be deemed to refer to “Implementing Partner.”

This project will be implemented by [name of entity] (“Implementing Partner”) in accordance with its financial regulations, rules, practices and procedures only to the extent that they do not contravene the principles of the Financial Regulations and Rules of UNDP. Where the financial governance of an Implementing Partner does not provide the required guidance to ensure best value for money, fairness, integrity, transparency, and effective international competition, the financial governance of UNDP shall apply.

X. RISK MANAGEMENT**UNDP (DIM)**

1. UNDP as the Implementing Partner will comply with the policies, procedures and practices of the United Nations Security Management System (UNSMS.)
2. UNDP as the Implementing Partner will undertake all reasonable efforts to ensure that none of the [project funds]² [UNDP funds received pursuant to the Project Document]³ are used to provide support to individuals or entities associated with terrorism, that the recipients of any amounts provided by UNDP hereunder do not appear on the United Nations Security Council Consolidated Sanctions List, and that no UNDP funds received pursuant to the Project Document are used for money laundering activities. The United Nations Security Council Consolidated Sanctions List can be accessed via <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>. This provision must be included in all sub-contracts or sub-agreements entered into under this Project Document.
3. Social and environmental sustainability will be enhanced through application of the UNDP Social and Environmental Standards (<http://www.undp.org/ses>) and related Accountability Mechanism (<http://www.undp.org/secu-srm>).
4. UNDP as the Implementing Partner will: (a) conduct project and programme-related activities in a manner consistent with the UNDP Social and Environmental Standards, (b) implement any management or mitigation plan prepared for the project or programme to comply with such standards, and (c) engage in a constructive and timely manner to address any concerns and complaints raised through the Accountability Mechanism. UNDP will seek to ensure that communities and other project stakeholders are informed of and have access to the Accountability Mechanism.
5. In the implementation of the activities under this Project Document, UNDP as the Implementing Partner will handle any sexual exploitation and abuse (“SEA”) and sexual harassment (“SH”) allegations in accordance with its regulations, rules, policies and procedures.
6. All signatories to the Project Document shall cooperate in good faith with any exercise to evaluate any programme or project-related commitments or compliance with the UNDP Social and Environmental Standards. This includes providing access to project sites, relevant personnel, information, and documentation.
7. UNDP as the Implementing Partner will ensure that the following obligations are binding on each responsible party, subcontractor, and sub-recipient:
 - a. Consistent with the Article III of the SBAA [*or the Supplemental Provisions to the Project Document*], the responsibility for the safety and security of each responsible party, subcontractor and sub-recipient and its personnel and property, and of UNDP’s property in such responsible party’s, subcontractor’s and sub-recipient’s custody, rests with such responsible party, subcontractor and sub-recipient. To this end, each responsible party, subcontractor and sub-recipient 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 project is being carried;
 - ii. assume all risks and liabilities related to such responsible party’s, subcontractor’s and sub-recipient’s security, and the full implementation of the security plan.
 - b. UNDP 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 the responsible party’s, subcontractor’s and sub-recipient’s obligations under this Project Document.

² To be used where UNDP is the Implementing Partner

³ To be used where the UN, a UN fund/programme or a specialized agency is the Implementing Partner

- c. Each responsible party, subcontractor and sub-recipient (each a “sub-party” and together “sub-parties”) acknowledges and agrees that UNDP will not tolerate sexual harassment and sexual exploitation and abuse of anyone by the sub-parties, and other entities involved in Project implementation, either as contractors or subcontractors and their personnel, and any individuals performing services for them under the Project Document.
- (a) In the implementation of the activities under this Project Document, each sub-party shall comply with the standards of conduct set forth in the Secretary General’s Bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse” (“SEA”).
- (b) Moreover, and without limitation to the application of other regulations, rules, policies and procedures bearing upon the performance of the activities under this Project Document, in the implementation of activities, each sub-party, shall not engage in any form of sexual harassment (“SH”). SH is defined as any unwelcome conduct of a sexual nature that might reasonably be expected or be perceived to cause offense or humiliation, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. SH may occur in the workplace or in connection with work. While typically involving a pattern of conduct, SH may take the form of a single incident. In assessing the reasonableness of expectations or perceptions, the perspective of the person who is the target of the conduct shall be considered.
- d. In the performance of the activities under this Project Document, each sub-party shall (with respect to its own activities), and shall require from its sub-parties (with respect to their activities) that they, have minimum standards and procedures in place, or a plan to develop and/or improve such standards and procedures in order to be able to take effective preventive and investigative action. These should include: policies on sexual harassment and sexual exploitation and abuse; policies on whistleblowing/protection against retaliation; and complaints, disciplinary and investigative mechanisms. In line with this, sub-parties will and will require that their respective sub-parties will take all appropriate measures to:
- (i) Prevent its employees, agents or any other persons engaged to perform any services under this Project Document, from engaging in SH or SEA;
- (ii) Offer employees and associated personnel training on prevention and response to SH and SEA, where sub-parties have not put in place its own training regarding the prevention of SH and SEA, sub-parties may use the training material available at UNDP;
- (iii) Report and monitor allegations of SH and SEA of which any of the sub-parties have been informed or have otherwise become aware, and status thereof;
- (iv) Refer victims/survivors of SH and SEA to safe and confidential victim assistance; and
- (v) Promptly and confidentially record and investigate any allegations credible enough to warrant an investigation of SH or SEA. Each sub-party shall advise UNDP of any such allegations received and investigations being conducted by itself or any of its sub-parties with respect to their activities under the Project Document, and shall keep UNDP informed during the investigation by it or any of such sub-parties, to the extent that such notification (i) does not jeopardize the conduct of the investigation, including but not limited to the safety or security of persons, and/or (ii) is not in contravention of any laws applicable to it. Following the investigation, the relevant sub-party shall advise UNDP of any actions taken by it or any of the other entities further to the investigation.
- e. Each sub-party shall establish that it has complied with the foregoing, to the satisfaction of UNDP, when requested by UNDP or any party acting on its behalf to provide such confirmation. Failure of the relevant sub-party to comply of the foregoing, as determined by UNDP, shall be considered grounds for suspension or termination of the Project.
- f. Each responsible party, subcontractor and sub-recipient will ensure that any project activities undertaken by them will be implemented in a manner consistent with the UNDP Social and Environmental Standards and shall ensure that any incidents or issues of non-

compliance shall be reported to UNDP in accordance with UNDP Social and Environmental Standards.

- g. Each responsible party, subcontractor and sub-recipient will take appropriate steps to prevent misuse of funds, fraud, corruption or other financial irregularities, by its officials, consultants, subcontractors and sub-recipients in implementing the project or programme or using the UNDP funds. It will ensure that its financial management, anti-corruption, anti-fraud and anti money laundering and countering the financing of terrorism policies are in place and enforced for all funding received from or through UNDP.
- h. The requirements of the following documents, then in force at the time of signature of the Project Document, apply to each responsible party, subcontractor and sub-recipient: (a) UNDP Policy on Fraud and other Corrupt Practices (b) UNDP Anti-Money Laundering and Countering the Financing of Terrorism Policy; and (c) UNDP Office of Audit and Investigations Investigation Guidelines. Each responsible party, subcontractor and sub-recipient agrees to the requirements of the above documents, which are an integral part of this Project Document and are available online at www.undp.org.
- i. In the event that an investigation is required, UNDP will conduct investigations relating to any aspect of UNDP programmes and projects. Each responsible party, subcontractor and sub-recipient will provide its full cooperation, including making available personnel, relevant documentation, and granting access to its (and its consultants', subcontractors' and sub-recipients') premises, for such purposes at reasonable times and on reasonable conditions as may be required for the purpose of an investigation. Should there be a limitation in meeting this obligation, UNDP shall consult with it to find a solution.
- j. Each responsible party, subcontractor and sub-recipient will promptly inform UNDP as the Implementing Partner in case of any incidence of inappropriate use of funds, or credible allegation of fraud, corruption other financial irregularities with due confidentiality. Where it becomes aware that a UNDP project or activity, in whole or in part, is the focus of investigation for alleged fraud/corruption, each responsible party, subcontractor and sub-recipient will inform the UNDP Resident Representative/Head of Office, who will promptly inform UNDP's Office of Audit and Investigations (OAI). It will provide regular updates to the head of UNDP in the country and OAI of the status of, and actions relating to, such investigation.

Option 1: UNDP will be entitled to a refund from the responsible party, subcontractor or sub-recipient of any funds provided that have been used inappropriately, including through fraud corruption, other financial irregularities or otherwise paid other than in accordance with the terms and conditions of this Project Document. Such amount may be deducted by UNDP from any payment due to the responsible party, subcontractor or sub-recipient under this or any other agreement. Recovery of such amount by UNDP shall not diminish or curtail any responsible party's, subcontractor's or sub-recipient's obligations under this Project Document.

Where such funds have not been refunded to UNDP, the responsible party, subcontractor or sub-recipient agrees that donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities under this Project Document, may seek recourse to such responsible party, subcontractor or sub-recipient for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud, corruption or other financial irregularities, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

Note: The term "Project Document" as used in this clause shall be deemed to include any relevant subsidiary agreement further to the Project Document, including those with responsible parties, subcontractors and sub-recipients.

- k. Each contract issued by the responsible party, subcontractor or sub-recipient in connection with this Project Document shall include a provision representing that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the selection process or in contract execution, and that the recipient of funds from it shall cooperate with any and all investigations and post-payment audits.
- l. Should UNDP refer to the relevant national authorities for appropriate legal action any alleged wrongdoing relating to the project or programme, the Government will ensure that the relevant national authorities shall actively investigate the same and take appropriate legal action against all individuals found to have participated in the wrongdoing, recover and return any recovered funds to UNDP.
- m. Each responsible party, subcontractor and sub-recipient shall ensure that all of its obligations set forth under this section entitled "Risk Management" are passed on to its subcontractors and sub-recipients and that all the clauses under this section entitled "Risk Management Standard Clauses" are adequately reflected, *mutatis mutandis*, in all its sub-contracts or sub-agreements entered into further to this Project Document.

XI. ANNEXES

- 1. Project Quality Assurance: When applicable, the QA of the respective projects will be updated to reflect the current new intervention within the respective thematic areas.**

- 2. Social and Environmental Screening Template: N/A**