Project Contribution Agreement

between

SILATECH
as Silatech

and

UNDP Sudan
as the Partner

relating to

Project "Employment and Self-Employment through Strengthening Food and Livelihood Security for Conflict-Affected Populations in Sudan"

THIS AGREEMENT Number **EMP/PA/9003112-09-2024** is dated 1st October 2024 (the "Effective Date") and made

BETWEEN:

(1) **SILATECH**, ("Silatech"), a private foundation for public benefit established and existing under the laws of the State of Qatar and having its registered offices at Education City, SB#3, Doha, Qatar;

(2) **UNDP** ("The Partner"), having its office at Sudan 31, Block 17, Alamat Avenue, Port Sudan, Sudan

SILATECH and The Partner are referred to collectively as the "Parties" and individually as a "Party".

BACKGROUND:

(B) **WHEREAS** Silatech's mission is to empower Youth to act as agents of change to build a better future for the coming generations, and to help young entrepreneurs develop sustainable businesses and to address the challenges underlying startling Youth unemployment rates in different societies.

(C) **WHEREAS,** the Partner serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

(D) **WHEREAS,** SILATECH has agreed to support the Project in accordance with the terms and conditions contained herein.

(E) **WHEREAS,** in that regard SILATECH has designated the Partner as an "implementing partner" (as that term is understood by SILATECH) for SILATECH's purposes.

(F) **WHEREAS,** The Partner confirms that it will implement the Project (as defined in Clause 1 below) as part of The Partner Country Project for Sudan and will do so in close coordination and consultation with the Government of Sudan (the "Host Government"), SILATECH, and other stakeholders.

IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires or it is otherwise provided, the following expressions shall have the following meanings:

"Agreement" means this Project Contribution Agreement together with any Appendix attached thereto.

"Business Day" means any day other than a Friday, Saturday or a day which is a public holiday of the UN or the United States of America or in the State of Qatar.

"Co-funding" means contribution(s) to the Project, other than Silatech's contribution, made by donors and/or the Partners amounting to 20% of the Project Costs, as per the approved Estimated Budget.

"Employment" means either:

- "Medium Term Employment": Employment of 3-12 months, working 20+ hours/week, earning above the minimum wage in the country of employment; or

- "Sustainable Employment": Employment of a minimum of 12 months, working 20+ hours/week, earning above the minimum wage in the country of employment.

"Estimated Budget" means the estimated budget for the SILATECH Contribution as set out in Appendix 2, which includes a breakdown of the Project costs to be funded by the SILATECH Contribution.

"Force Majeure" means any unforeseeable exceptional situation or event beyond the Parties control which prevents either of them from fulfilling any of their obligations under this Agreement but is not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Force Majeure include, but are not limited to, fire, flood, earthquake, storm, hurricane or other natural disaster, war, invasion, riots, epidemics, quarantine restrictions, act of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, blockage or embargo. For the avoidance of doubt, defects in equipment or material or delays in making them available (unless due to a Force Majeure), labour disputes, strikes or financial difficulties cannot be invoked as a Force Majeure by the defaulting Party.

"Payment" means any of the payments in relation to the SILATECH Contribution which shall be made by SILATECH to the Partner, pursuant to this Agreement, subject to the necessary funds being available when a Payment falls due and the conditions set out herein.

"Project" means the Project titled Employment and Self-Employment through Strengthening Food and Livelihoods Security for Conflict-affected Populations in Sudan.

"Self-Employment" means "Leading an income generating activity for a minimum of 6 months as a result of loan/ grant disbursement.

"USD" means the United States Dollars, the currency of the United States of America.

"Youth" means persons aged between 18 and 35 years.

2. PURPOSE OF AGREEMENT

2.1 The Parties are entering into the Project described in this Agreement for the purposes of providing skills development and creation of various income generating opportunities for Youth in the agricultural sector with the aim of placing 17,700 young people aged 18 to 35 into Employment and Self-Employment, in line with the United Nations' Sustainable Development Goal 8.

3. TERMS OF COOPERATION

3.1 The Parties recognise that, in order to achieve their common goals and increase the effectiveness of the food systems in Sudan, it is essential for them to collaborate at both global and country level on advocating for the right to employment and development of effective interventions and projects.

3.2 As part of the collaboration set out in clause 2.1, the Parties agree to jointly support the Project as described in more detail in the Project Document attached as Appendix 1.

3.3 The Parties agree that any activities conducted as part of this partnership must reflect the

following principles:

(A) Alignment with the United Nations Sustainable Development Goals, and specifically 4.7, with the associated targets on SDG2; Targets 2.3 and 2.4; SDG 8; Target 8.2 and 8.5

(B) Alignment with the general principles of the best interests of Youths and equity in opportunities for Employment.

(C) Maximise the benefit and number of youths (18-35 years old) who participate in the Project.

(D) Strengthen national capacities to use multiple and diverse pathways to Youth employment

(E) Providing visibility to each other as set out in Clause 4 below pursuant to the communications plan (the "Comms Plan") in relation to this partnership attached hereto as Appendix 6. The communications plan shall set out the key communication activities in relation to the Project and this Partnership.

4. PUBLICITY

4.1 The Parties will procure publicity for this partnership, the Project and the SILATECH partners' contributions to the Project, except in cases where security or respect for cultural or community concerns do not allow such publicity or where the Parties have agreed otherwise.

4.2 The Partner shall acknowledge the support of SILATECH, the Qatar Fund for Development and any SILATECH partner(s) linked to the Project as requested by SILATECH from time to time. The work that the Parties do together shall be referred to by the Partner in any and all materials that refer to or are created for this partnership and/or the Project and in any written or spoken public presentations about the Project, including the Partner's website(s) and social media channels in accordance with UNDP regulation, rules, policies and procedures and SILATECH's branding and communications guidelines documents to be provided by SILATECH to the Partner from time to time. Such acknowledgements (where appropriate or as requested by SILATECH) shall include SILATECH, Qatar Fund for Development and any of SILATECH partner(s) related to the Project (as requested by SILATECH from time to time) name and logo (or any future name or logo adopted by them), boilerplate and a short description of the Project using the templates provided by SILATECH to the Partner from time to time. The Partner shall post about SILATECH projects on its social media channels at least once per month during the Term. For the avoidance of doubt, the Partner shall obtain the prior written approval of SILATECH before publishing any materials referred to in this Clause.

4.3 The Partner will place SILATECH's logo in alongside its own (in accordance with SILATECH's branding guidelines) in any Project/partnership related site or on any Project/partnership related item that the Partner places its own organisation's logo (examples include but are not limited to: videos, T-shirts, caps, banners, training curriculum and materials, publicity leaflets, project brochures, bags, vehicles, presentations). This clause may be waived by SILATECH at the Partner's request in locations where the security situation or respect for cultural or community concerns do not allow such visibility. All SILATECH logo usage by the Partner shall be approved in writing by SILATECH prior to the usage or display thereof by the Partner.

4.4 The use of the Partner's name and emblem shall be pre-approved by the Partner on a case

by case basis.

4.5 A Party shall not use the other Party's and/or SILATECH partner(s)' name or logo in any advertisements, marketing materials or other publicity, marketing or promotional activities or permit third parties to do such activities without the express written consent of the other Party. In using SILATECH and/or SILATECH partner(s)' name and logo, the Partner shall comply with all reasonable branding guidelines submitted by SILATECH to the Partner from time to time and in using UNDPs name and emblem, SILATECH shall comply with any instructions or guidelines provided by UNDP

4.6 The Parties will coordinate any promotional activities relating to the Project.

4.7 Silatech acknowledges that it is familiar with UNDP's ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.

Silatech may make representations to its shareholders and internal budget officials as required about the fact of the contribution to UNDP. Any other use of the UNDP name or emblem, and any other form of recognition or acknowledgement of the contribution of Silatech are subject to consultations between the Parties, and the prior written agreement of UNDP.

UNDP will report on the contribution to its Executive Board in accordance with its regular procedures regarding contributions from private donors. Other forms of recognition and acknowledgement of the contribution are subject to consultations between the Parties, but the manner of such recognition and acknowledgement shall be determined at the sole discretion of UNDP.

4.8 A communications plan (the "Comms Plan") that outlines the key communications activities and milestones for the life of the project, including outlining opportunities when the Contributors may initiate or organize promotional activities in relation to the project, is attached hereto as Appendix 6. The Comms Plan will be reviewed on an annual basis and adjusted as necessary (with such adjustments to be approved by the Parties). If a Party anticipates any delay or challenge with any communications activities or if any Party identifies additional opportunities for communications activities, it will notify the other Parties and the Parties will together discuss and agree in good faith how to address such matters.

4.9 Each Party shall refer to the other Party as a "Partner" in any publicity activity or material set out in clauses 4.1-4.8 above.

4.10 The Partner shall register the Silatech Contribution to the Project pursuant to this Agreement in the UN Financial Tracking Services (FTS), UN Office for Project Services (OPS) and with government of the country at which a project is being implemented.

4.11 UNDP will report on the contribution to its Executive Board in accordance with its regular procedures regarding contributions from private donors. Other forms of recognition and acknowledgement of the contribution are subject to consultations between the Parties, but the manner of such recognition and acknowledgement shall be determined at the sole discretion of UNDP.

5. TERM

This Agreement shall be effective on the Effective Date and shall be valid until 30th September 2026 or until the Project is completed as determined by SILATECH subject to its sole discretion, whichever shall come first ("Term"). The Term may be extended upon mutual written agreement between the Parties.

6. FINANCING THE PROJECT

6.1 The total cost of the Project is estimated at USD 6,000,000.00 (Six Million United States Dollars) (the "Project Costs"), as shown in the Estimated Budget.

6.2 SILATECH may fund up to a maximum of USD 5,000,000 (Five Million United States Dollars) (the "SILATECH Contribution") of the Project Costs. SILATECH may receive the whole or part of the Contribution from the State of Qatar through Qatar Fund for Development.

6.3 SILATECH's confirmed commitment towards the Project Costs for the first year of the Project is USD 3,019,213 (Three Million Nineteen Thousand Two Hundred and Thirteen United States dollars), and after the first year of the Project, the amount and payments of the SILATECH Contribution, including the decision to continue with the funding of the Project, will be determined by SILATECH on annual basis, subject to its sole discretion and availability funds.

6.4 Partner shall fund the balance of the Project Costs USD 1,000,000 (One Million United States Dollars) (the "Co-funding") through its own funds and contributions from other donors. For the avoidance of doubt, SILATECH may receive whole or part of the Contribution from the State of Qatar through Qatar Fund for Development. If the Partner does not procure the Co-funding contribution, SILATECH reserves the right to adjust the SILATECH Contribution or terminate the Agreement. For the avoidance of doubt, any interest earned on the Contribution or any gain from the currency exchange at the time of conversion of a Contribution payment into the local currency shall be used in accordance with UNDP's financial regulations and rules, and applicable policies and directives.

6.5 Ownership of equipment, supplies and other properties financed from the contribution shall vest in UNDP. UNDP shall deal with any equipment, supplies and other property purchased by UNDP using the Contribution received under this Agreement and remaining upon expiry or earlier termination of this Agreement in accordance with UNDP's rules, regulations, procedures and practices. UNDP will strive to consult with Silatech in advance of transferring or otherwise disposing of such equipment, supplies and other property to third parties.

6.6 **Administration of the SILATECH Contribution**

(A) The Partner shall receive, administer, manage, expend, report on, and audit the SILATECH Contribution exclusively in accordance with (1) the Partner's applicable regulations, rules, procedures, policies and administrative instructions and directives, including those relating to direct and indirect costs, interest, audit, procurement, selection and engagement of consultants, and monitoring, evaluation, and reporting and its risk management framework (including its policies for combating fraud and corruption); and (2) the terms and conditions of this Agreement. The Partner confirms that its applicable regulations, rules, procedures, policies and administrative instructions and directives do not conflict with any of the terms and conditions of this Agreement.

(B) The Partner maintains sound financial management systems and arrangements to ensure that funds are used for the purposes intended with due attention to considerations of economy and efficiency and value for money. The Partner's financial management systems and arrangements (which include its budgeting, accounting, internal controls, funds flow, financial reporting and internal and external auditing arrangements, and related policies, procedures and practices) facilitate the preparation of regular, timely and reliable financial statements; support the provision of a complete, true and fair record of all transactions and balances, including those relating to funds to which this Agreement applies; safeguard assets, including assets

financed by funds to which this Agreement applies; and are subject to internal and external auditing arrangements in line with internationally accepted standards.

(C) The SILATECH Contribution received by the Partner will be subject to internal and external audit exclusively in accordance with the procedures provided for in the Partner's Financial Regulations and Rules, and other applicable directives of the Partner. All internal audit reports of the Partner's Office of Internal Audit and Investigations or by an entity appointed by it and all external audit reports issued by the UN Board of Auditors will be made available on the Partner's public internet site. The Partner will notify SILATECH as soon as any internal audit reports for the Partner's office in the Country are posted on the Partner's public internet site, and will notify SILATECH when external audit reports become publicly available

(D) General Management Support services

1. In accordance with the decisions, policies and procedures of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the Contribution shall be charged a fee of 7%. Furthermore, as long as they are unequivocally linked to the Project, all direct costs of implementation, including the costs of Implementing Partner, will be identified in the [Project] budget against a relevant budget line and borne by the [Project] accordingly.

2. The aggregate of the amounts budgeted for the programme/project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the programme/project under this Agreement as well as funds which may be available to the programme/project for programme/project costs and for support costs under other sources of financing.

7. PAYMENT ARRANGEMENTS

7.1 First Payment

Within 30 Business Days from the Effective Date, a first payment of USD 905,764 (Nine Hundred Five Thousand Seven Hundred Sixty-Four United States dollars) (the "First Payment") shall be made by SILATECH to the Partner.

7.2 Payments

(A) Payments of the SILATECH Contribution shall be made to The Partner in accordance with Appendix 5 and the procedures set out in this Clause 7.

(B) No Payment shall be made by SILATECH to The Partner, unless and until SILATECH has the necessary funds available and SILATECH is satisfied that the prior Payment has been used for eligible expenditure for the implementation of the Project or an agreement has been reached on the use of the remaining funds, and a request in relation to such Payment has been made in accordance with Clause 7.2(D).

(C) The Partner shall promptly repay to SILATECH any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where a Payment or more have been paid in error before all conditions attaching to such Payment have been complied with by the Partner.

(D) Any request ("Request") by the Partner for a Payment shall be accompanied by the following documents:

(1) a financial statement of the eligible cost actually incurred and reported as per Appendix 3; including the Co-funding contribution by sources, nature and at the cost category level and projected expenses for the next 6 months;

(2) a report on the Project's implementation progress;

(3) a signed funds utilisation report;

(4) SILATECH "Request for Payment Form" duly signed and stamped; and

(5) any other report or document as may be reasonably requested by SILATECH to the extent consistent with the Partner's relevant regulations, rules, policies and procedures, including the Information Disclosure Policy and the Single Audit Principle.

(E) SILATECH shall, within forty-five (45) days from the date of receipt of the Request accompanied by the documents set out in Clause 7.2(D):

(1) approve the Request; or

(2) request The Partner to provide any additional information it deems necessary for the review of the Request and accompanying documents; or

(3) reject the Request and request the Partner to address SILATECH's questions regarding the Request and accompanying documentation. In that case, SILATECH shall provide an explanation of its rejection of the Request and The Partner shall have thirty (30) days to provide revised documents and/or reports.

(F) Requests under paragraph 7.2(E) for additional information, documents and/or new reports shall be notified to The Partner in writing. The Partner shall, to the extent consistent with the Partner's relevant regulations, rules, policies and procedures and the Single Audit Principle, provide such additional information, documents and/or new reports within thirty (30) days from the receipt of SILATECH's request.

(G) If such additional information, documents and/or new reports do not provide the information required by SILATECH, SILATECH reserves the right to terminate this Agreement.

(H) A Payment shall be made by SILATECH to the Partner within thirty (30) Business Days from the date of SILATECH's approval of the Request.

(I) It is understood and agreed that the Partner shall be under no obligation to initiate or continue implementation of those components of the Project to be funded by the SILATECH Contribution while any amounts requested by the Partner under this Agreement are unpaid.

7.3 **Final Payment**

The final request from the Partner shall not exceed the difference between amounts already received from SILATECH and the maximum amount of the SILATECH Contribution. SILATECH may adjust (increase or reduce) the final payment (the "Final Payment") set out in Appendix 5, so that on the date of making the Final Payment, the aggregate amount of

Payments made in accordance with this Agreement, including the First Payment and the Final Payment, do not exceed the amount of the SILATECH Contribution. The date of the Final Payment will be determined by SILATECH based upon the progress of the Partner with the implementation of the Project in accordance with the Agreement.

7.4 **General**

(A) Payments shall be made by SILATECH in USD. Any conversion of actual costs into USD shall be made at the United Nations operational rate of exchange in effect on the date of payment

(B) Payments shall be made to the Partner's bank account denominated in USD, as indicated below:

Name of Bank:	Bank of America
Account Name:	UNDP Representative in Sudan (USD) Account
Account Number:	3752184226
ACH Number:	111000012
SWIFT Code:	BOFAUS3N

(C) The financial statements, financial documents and reports specified in this Agreement shall be expressed in USD.

(D) Payments by SILATECH shall be deemed to be effected on the date two (2) Business Days after a Payment departs the bank account of SILATECH.

8. PROJECT IMPLEMENTATION AND RESPONSIBILITIES OF THE PARTNER

8.1 The Project forms an integral part of the Partner's Project of Cooperation with the Host Government. The Project shall be implemented, monitored and coordinated as set forth in this Agreement and in accordance with the Partner's regulations, rules, policies and procedures, which The Partner confirms are consistent with each other as of the date of signing this Agreement.

8.2 Consistent with its standard practice, the Partner shall implement the Project and perform its obligations under this Agreement with all due diligence and efficiency in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

8.3 The Partner shall not make any significant change to the Project without SILATECH's prior written agreement.

8.4 The Partner be solely responsible for conducting the risk analysis regarding the activities of the Project, and shall ensure the availability of the proper arrangements in place in relation to the mitigation of such risks in line with the Partner's relevant regulations, rules, policies and procedures.

8.5 The Partner confirms that the implementation of the Project shall be governed by the principles of humanity, neutrality, non-discrimination, impartiality, fairness and independence.

9. REPORTS (INCLUDING FINAL REPORTS) AND OTHER DOCUMENTS

9.1 The Partner shall provide SILATECH with the reports set out in Appendix 3. Except as otherwise provided for in Appendix 3, all reports set out in Appendix 3 shall be provided via email.

9.2 Upon completion of the Project, the Partner shall submit to SILATECH the following:

(A) final narrative, indicating, among other things, major activities, geographical areas, beneficiaries selected, social impact and financial details; and

(B) financial and assets-related close out reports, as detailed in Appendix 4.

9.3 Beyond the reporting requirements set out in Appendices 3 and 4, and subject to the Partner's regulations, rules, procedures, and administrative instructions and directives and the terms of this Agreement, the Partner will keep SILATECH informed of key issues and any significant challenges in the Project and of any condition which interferes materially with, or threatens to interfere materially with, the successful implementation of the Project.

10. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

10.1 Without prejudice to SILATECH's other rights and remedies, SILATECH may at its discretion withhold or suspend payment of all or part of the SILATECH Contribution if:

(A) The Partner uses the Payments for purposes other than those for which they have been awarded;

(B) SILATECH considers, after consultation with the Partner, that satisfactory progress with the implementation of the Project has not been made;

(C) The Partner obtains duplicate funding from a third party in respect of the project activities funded by Silatech hereunder;

(D) The Partner obtains funding from a third party which, in the reasonable opinion of SILATECH, undertakes activities that are likely to bring the reputation of the Project or SILATECH into disrepute;

(E) The Partner provides SILATECH with any materially misleading or inaccurate information;

(F) The Partner fails to comply in any material respect with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within thirty (30) days of receiving written notice detailing the failure.

10.2 In accordance with Clause 7.2(I), The Partner shall not be expected to initiate or continue implementation of the components of the Project to be funded from the SILATECH Contribution while any amounts requested by The Partner under this Agreement are unpaid.

11. EVALUATION AND MONITORING OF THE PROJECT

11.1 The Partner and SILATECH will consult throughout the Term of this Agreement to ensure its smooth and effective implementation and to share comments and observations about the Project. The Parties designate the following persons as their respective focal points, to manage the collaboration between the Parties in connection with this Agreement: (a) for The Partner; Surayo Buzurukova, Email: surayo.buzurukova@undp.org (b) for SILATECH: Noora Faisal Al-Thani, +974-4454-0896 , Email: Nfalthani@silatech.org

11.2 The Partner's financial regulations, rules, policies and procedures require that the Partner keep separate, accurate and up-to-date records of the receipts and expenditures of the Project.

11.3 The Partner's financial regulations, rules, policies and procedures require that the Partner keep all invoices, receipts, accounts and any other relevant documents relating to the expenditure of the Payments for a period of at least five years following receipt of any Payment to which they relate.

11.4 The Partner shall provide SILATECH with such further information, explanations and documents as SILATECH may reasonably require in order for it to establish that the SILATECH Contribution has been used in accordance with this Agreement to the extent consistent with the Partner's regulations, rules, policies and procedures, including the Single Audit Principle.

11.5 SILATECH, or any person authorised by SILATECH and agreed with the Partner in advance, may visit the Partner office and sites at which the Project is being implemented for the purpose of discussing, monitoring and evaluating progress in implementation of the Project. SILATECH will provide the Partner with reasonable advance notice of its wish to conduct a monitoring visit. The Partner will provide SILATECH with its reasonable cooperation with any such monitoring visit.

11.6 To the extent consistent with the Partner's regulations, rules, policies and procedures the Partner shall assist SILATECH with relevant information, explanations and logistics necessary to allow SILATECH's assessment that SILATECH Contribution has been properly used in accordance with this Agreement. Such assessment may be carried out in Project delivery locations and may comprise both programmatic, use of funds and administrative aspects of the Project. All such site visits will be carried out at SILATECH's expense. For the avoidance of doubt, such assessment cannot constitute an audit of the use of the funds or activities of the Partner.

12. FORCE MAJEURE

12.1 Without prejudice to SILATECH's right to terminate the Agreement, in the event of Force Majeure, The Partner may suspend implementation of the Project, provided that the Partner informs SILATECH of such Force Majeure event without delay, giving all the necessary reasons and details and the foreseeable date of resumption of implementation of the Project.

12.2 If SILATECH does not terminate the Agreement, the Partner shall resume implementation once circumstances allow and shall inform SILATECH accordingly. The Term of the Project shall be extended by a period equivalent to the length of the suspension. A supplementary written agreement shall be concluded to extend the Term of the Project and to make any amendments that may be necessary to adapt the Project to the new implementing conditions.

13. THE PARTNER RISK MANAGEMENT FRAMEWORK

13.1 Each of the Partners confirm that it has a written policy on combatting fraud and corruption, and that these policies will be fully implemented.

13.2 Subject always to the proper application of its relevant regulations and rules, policies and procedures,

(A) Each of the Partners will take all necessary precautions to prevent fraud, corruption and other financial irregularities in line with their respective regulations and rules and, in particular, their respective policies for combatting fraud and corruption. Both Parties have a zero tolerance approach towards fraud and corruption and will advise each other of credible allegations of fraud or financial impropriety involving the SILATECH Contribution (through mechanisms established under The Partner policies).

(B) The Partner will take timely and appropriate action to investigate credible allegations, by SILATECH, of fraud and corruption in relation to the SILATECH Contribution in accordance with the Partner's accountability and oversight framework.

(C) The Partner will keep SILATECH informed, through the mechanisms contemplated in the Partner policy on combatting fraud and corruption, and to the extent this does not jeopardize the conduct of the investigation or prospects of recovery of funds, or the safety or security of persons or assets, of the progress of any investigation involving fraud and corruption in relation to the SILATECH Contribution, actions taken and the results of the implementation of such actions, including where relevant, details of any recovery of funds.

13.3 SILATECH may request direct consultations at a senior level between SILATECH and the Partner in order to obtain assurance that the Partner's oversight and accountability mechanisms have been and are being fully applied in connection with such allegations.

13.4 If the Project is affected by fraud or corruption, SILATECH reserves the ability to suspend or terminate disbursements under this Agreement with immediate effect.

13.5 SILATECH shall not, in any circumstances or on any grounds, be held liable for any claims, damages, costs, expenses and charges arising from or in connection with any claim by a third party in connection with the Project, and SILATECH will not entertain any request for indemnity or reimbursement accompanying any such claim.

14. CONFIDENTIALITY

14.1 The Parties are committed to transparency with regard to development assistance and support efforts to ensure transparency to all stakeholders. The Parties take particular note that the Host Government may request and shall be provided with information relating to this Agreement. Apart from the commitment and obligation to transparency referred to in the preceding two sentences of this Clause 14.1, neither Party shall during the Term of this Agreement or at any time after, make use for its own purposes of, or disclose to any person, this Agreement (including the Appendices to this Agreement and any amendment to this Agreement) or any information known to it by reason of its association with the other Party that has not been made public or which is otherwise designated as confidential by such other Party, without the prior written consent of the other Party which consent shall not be unreasonably withheld.

14.2 Notwithstanding the preceding paragraph, either Party may disclose any such information: (a) to the extent required by law or for the purpose of any judicial proceedings, provided that, the receiving party has given the disclosing party sufficient prior notice of the request for the disclosure in order to allow the disclosing party to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made (and, in the case of the Partner, subject to and without any waiver of the privileges and immunities of the Partner); (b) to its governing bodies, members, personnel, professional advisers, auditors, bankers and other agents who have a need to know such information, provided they have a duty to keep such information confidential; (c) to the extent the information has come into the public domain through no fault of that party; (d) to the extent such information was properly and lawfully in its possession prior to the time that it was disclosed by or acquired from the disclosing party and provided that such information is not known by that party to be subject to any other duty of confidentiality owed to the other party; or (e) to the extent the other party has given prior written consent to the disclosure; or (f) UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder or pursuant to UNDP's regulations, rules, policies and procedures.

14.3 The obligations set out in this Clause 14 as to confidentiality shall survive any termination of the Agreement.

15. TERMINATION OF THE AGREEMENT

15.1 Termination by the Partner

(A) If the Partner reasonably believes, after consulting with SILATECH and other stakeholders and taking into account relevant factors relating to the requirements of Project implementation, that implementation of the Project has become impossible or if the Government withholds any permissions or cooperation necessary for this Agreement to be implemented or if the Partner's operations in Sudan are suspended or terminated for any reason, the Partner may terminate the Agreement at any time by giving forty-five (45) days' notice (the "Notice Period") to SILATECH in writing, stating the reasons. If such reasons are not acceptable to SILATECH, SILATECH reserves the right to terminate disbursements under this Agreement with immediate effect by notice to the Partner; in all other cases, Clause 15.5 shall apply.

15.2 Termination by SILATECH

SILATECH may terminate the Agreement at any time by giving forty-five (45) days' notice (the "Notice Period") to the Partner in writing without being required to pay any compensation or damages for such termination, subject to Clause 15.5.

15.3 Termination by Either Party

Either Party may terminate this Agreement with immediate effect if it concludes in good faith that the continued collaboration between the Parties has or will seriously compromise its mission or values or damage its reputation or the goodwill associated with its name, logo or emblem (as the case may be), subject to Clause 15.5.

15.4 Termination procedure

Termination notice shall be made in accordance with Clause 16 (Notices).

15.5 Effects of termination

(A) Termination of the Agreement shall become effective on the date of expiry of the Notice Period.

(B) In the event of termination, SILATECH will cease disbursement of SILATECH Contribution funds to the Partner as of the effective date of termination, and SILATECH Contribution funds held by the Partner may only be used to meet commitments, within the approved annual budget, entered into by the Partner prior to the date of receipt by the Partner of the notice of termination. The Parties will work together to bring their collaboration in respect of the SILATECH Contribution and the Program to an orderly conclusion with the aim of minimizing related costs and minimizing disruption to Program implementation.

(C) In the event of termination, the Partner shall provide to SILATECH those reports referred to in Appendix 3.

(D) Following termination of this Agreement, any remaining unspent and subject to Clause 15.5(B) uncommitted balance, as identified in the final certified statement of account issued by the Partner pursuant to this Agreement, shall be returned to SILATECH.

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16. NOTICES

16.1 Delivery Requirements

All notices, communication or declarations, which are made under or in accordance with this Agreement shall be made in writing and shall be delivered in person, by mail, email or fax to the attention of the persons named in Clause 16.2 (Addressees) and shall be deemed to have been duly given or made:

(A) if delivered by letter, at the time of hand delivery or (as the case may be) five days after being despatched by registered airmail, postage prepaid; and

(B) if given by email or fax, when received in legible form (provided that if the date of despatch is not a Business Day or if the time of despatch of any fax is after the close of business in the country of the addressee it shall be deemed to have been received at the opening of business on the next such Business Day).

16.2 Addressees

All notices, communication or declarations, which are made under or in accordance with this Agreement shall be addressed or sent to the appropriate address or number as follows:

(A) if to SILATECH:

Silatech

Address	:	Education City, P.O. Box 34111, Doha, Qatar
Attention	:	Mr. Hassan Ali Al-Mulla, CEO, Silatech
Email	:	officeofceo@silatech.org invoices@silatech.org monitoring@silatech.org
Phone	:	+974- 4454-0796

(B) if to The Partner:

UNDP

Attention	:	Mr. Luca Renda, Resident Representative for UNDP Sudan
Address	:	31, Block 17, Alamat Avenue Port Sudan- Sudan
Email	:	luca.renda@undp.org
Fax	:	+249 (0) 187 123 001
Tel contact	:	+249 (0) 123 556 667

16.3 Change of Address

SILATECH shall be informed of any change of address of the Partner by prior written notice. The Partner shall be informed of any change of address of SILATECH by prior written notice.

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After such notice has been given deliveries, notices and the surrender of documents may only be made at the changed address.

17. SUPPLEMENTARY AGREEMENTS

Any amendment to the Agreement shall be made in writing in the form of a supplementary agreement. No oral agreement may bind the Parties to this effect.

18. ENGLISH LANGUAGE

18.1 Any notice given under or in connection with this Agreement must be in the English language.

18.2 All other documents provided under or in connection with the Agreement must be:

(A) in the English language; or

(B) if not in the English language, accompanied by a certified English language translation and, in this case, the English language translation will prevail.

19. DISPUTES; PRIVILEGES AND IMMUNITIES

19.1 Any dispute (a "Dispute") arising out of or in connection with this Agreement, including any question regarding the existence, scope, validity, or termination of this Agreement or this Clause, shall be escalated to the respective senior officials or executives of the Parties who have the authority to settle the Dispute. If the Dispute or claim is not resolved between the parties within thirty (30) Business Days of the matter having been referred to them, then the matter shall be referred to and finally resolved by arbitration under the United Nations Commission on International Trade Law (UNCITRAL), which rules are deemed to be incorporated by reference into this Clause.

19.2 The venue of hearings (if any) in the arbitration shall be determined by agreement between the Parties, failing which agreement the venue will be determined in accordance with the UNCITRAL rules. The language of the arbitration shall be English.

19.3 Nothing in or related to this Agreement shall constitute or shall be interpreted to constitute a waiver, express or implied, deliberate or inadvertent, of the privileges and immunities of the Partner.

20. ENTIRE AGREEMENT

20.1 This Agreement constitutes the entire agreement between the Parties with respect to the Project and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties with respect to the Project. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein.

21. WAIVER

21.1 No waiver of any provisions of this Agreement will constitute a waiver of any other provision, whether or not similar. No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.

22. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED for and on behalf of
SILATECH



.....

Hassan Ali Al-Mulla
Chief Executive Officer

1 Oct 2024

SIGNED for and on behalf of
UNDP Sudan



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Luca Renda
Resident Representative

29 Sep 2024

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APPENDIX 1: DESCRIPTION OF THE PROJECT

EMPLOYMENT AND SELF-EMPLOYMENT THROUGH STRENGTHENING FOOD AND LIVELIHOODS SECURITY FOR CONFLICT-AFFECTED POPULATIONS.

This Project aims to:

• Increase employment and self-employment through strengthening food security and livelihoods of crisis-affected communities by contributing to economic recovery, peace and social cohesion.

• Through this project, 17,700 youth (mainly IDP's and refugees) will gain employment or self-employment in the agriculture and livestock sectors through access to micro-grants, land, tools and machinery.

• The five key components of the project are Agricultural Production, Livestock Production, Community Infrastructure Rehabilitation (Solar Water Pumps and irrigation systems), Income Generation through farm Livelihood Opportunities, and Strengthening the Capacity of Local Institutions as cross cutting.

The expected outcomes of this project include the following :

• 17,200 young people will gain medium-term to sustainable employment.

• 500 young people will become self-employed as a result of a micro-grant.

• Support approximately 100,500 households which is about 603,000 direct beneficiaries, of which, 52% will be female, including employment and self-employment of 17,700 young people (18-35 years). Additionally, the project is set to impact an estimated 450,000 indirect beneficiaries.

• Strengthen food security and livelihoods of IDPs and crisis-affected communities by contributing to saving and preserving lives whilst enhancing peace and social cohesion

• Strengthen the resilience of displaced and host communities affected by conflict. This will in turn contribute to enhanced peace, stability, and economic recovery in conflict-affected communities.

• Support community development and self-reliance through strengthening farmers and agriculture production, and productivity through community farmers Field Schools, infrastructure rehabilitation and capacity building.

Programme Outcome Commitments

Total Expected No. of Unique Beneficiaries (Youth Employed):			
Age/Gender Disaggregation:			
	Female	Male	Total
Youth Self-employed as a result of the project (aged 18-35)	250	250	500
Youth Employed as a result of the project (aged 18-35):	7,973	9,227	17,200
Total Youth Self-employed and Employed (aged 18-35)	**8,223**	**9,477**	**17,700**

APPENDIX 2: ESTIMATED BUDGET OF THE PROJECT

Budget - Summary

	Project Year 1			Project Year 2			Life of Project		
	Total $ US	Total Silatech $ US	Total Co-Funding US $	Total $ US	Total Silatech $ US	Total Co-Funding US $	Total $ US	Total Silatech $ US	Total Co-Funding US $
1. SALARIES	416,778	375,098	41,678	416,778	375,098	41,678	833,551	750,196	83,355
2. FRINGE BENEFITS	0	0	0	0	0	0	0	0	0
3. CONSULTANTS	7,500	6,250	1,250	47,500	41,583	5,917	55,000	47,833	7,167
4. EQUIPMENT	124,500	88,750	35,750	30,000	15,000	15,000	154,500	103,750	50,750
5. TRAVEL/TRANSPORTATION	151,400	126,167	25,233	151,400	126,167	25,233	302,800	252,333	50,467
6. OFFICE EXPENSES	315,368	262,807	52,561	332,100	276,750	55,350	647,468	539,557	107,911
7. SUBAWARDS	1,092,695	885,579	207,116	852,139	685,116	167,023	1,944,834	1,570,695	374,139
8. OTHER DIRECT COSTS	1,271,537	1,077,044	194,493	397,787	331,489	66,298	1,669,323	1,408,533	260,791
TOTAL DIRECT COST	3,379,778	2,821,695	558,081	2,227,701	1,851,203	376,499	5,607,477	4,672,897	934,579
9. INDIRECT COSTS	236,584	197,519	39,066	155,939	129,584	26,355	392,523	327,103	65,421
10. OTHER	0	0	0	0	0	0	0	0	0
11. TOTAL PROJECT COST	$3,616,360	$3,019,213	$597,147	$2,383,640	$1,980,787	$402,853	$6,000,000	$5,000,000	$1,000,000

APPENDIX 3:

FINANCIAL AND TECHNICAL IMPLEMENTATION REPORTS

A. Financial Reports

Funds Utilization Reports

1. Regular Quarterly Funds Utilization Reports. Subject to the provisions of Section A, paragraph 2 below, the Partner will provide to SILATECH quarterly funds utilization reports, covering the periods during which SILATECH Contribution funds are received or committed by The Partner; provided however that the first quarterly funds utilization report will be for the period from the Effective Date until 31st Dec 2024. The Partner will use its best efforts to provide such reports within one (1) month, and in no event later than forty-five (45) days, after the end of the relevant reporting period.

2. Final Funds Utilization Report. Upon expiry or early termination (as the case may be) of this Agreement, The Partner will provide to SILATECH with a funds utilization report covering the period from (a) the end of the Effective Date until (b) the date of expiry or early termination (as the case may be). The Partner will use its best efforts to provide such final funds utilization report within one (1) month, and in no event later than forty-five (45) days, after the date of expiry or early termination.

3. Form of Funds Utilization Reports. All funds utilization reports will be in The agreed standard reporting format for funds utilization reports and will summarize the SILATECH Contribution funds received by The Partner under this Agreement and the commitment and expenditure of such funds. Such report will not be certified but will be signed by the head of the country office where the Project is implemented and stamped. SILATECH acknowledges that the financial information provided in such funds utilization reports is provisional only.

Regular Annual Certified Financial Reports

3. The Partner will provide to SILATECH an annual financial statement for each calendar year (or part thereof) during which SILATECH Contribution funds are received or committed by The Partner. Such report will be provided within six (6) months of the end of the relevant calendar year and will be in The agreed standard format for such reporting and certified by the Partner's Chief Financial Officer ("CFO"). .

Final Financial Report

4. Within eighteen (18) months of the expiry or early termination (as the case may be) of this Agreement, The Partner will provide SILATECH with a final certified statement of account for the SILATECH Contribution funds received under this Agreement. Such report will be in The agreed standard format for such reporting and will be certified by the Partner's CFO.

Expenditure Report

5. For each calendar year in which SILATECH Contribution funds are received or committed by The Partner, The Partner will provide SILATECH with an uncertified annual summary report of the expenditure for the Project within three (3) months of the end of the relevant calendar year.

B. Technical Progress Reports

Regular Quarterly Technical Progress Reports

1. (a) Subject to the provisions of Section B, paragraph 2 below, The Partner will provide to SILATECH quarterly technical progress reports (based on The Partner's "Results Assessment Module"), including preliminary data for monitoring and evaluation purposes, covering the periods during which SILATECH Contribution funds are received or committed by The Partner; provided however that the first quarterly technical progress report shall be for the period from the Effective Date to 31st Dec 2024. The

Partner will use its best efforts to provide such technical reports and preliminary data within one (1) month, and in no event later than forty-five (45) days, after the end of the relevant reporting period.

(b) The quarterly technical progress reports referred to in Section B, paragraph 1(a) above will be in a form agreed between SILATECH and The Partner. Each report will summarize the activities and accomplishments for the Project against planned milestones and targets and monitoring indicators set out in the Project description in Annex 1, taking into account the availability of reliable data based on the data collection and other monitoring and evaluation plans for the Project. More particularly, each report will include:

(i) the Project name, organization, location, reporting period, contact person;

(ii) a one-page executive summary of activities and accomplishments;

(iii) a description of all projected outputs and activities that were planned for the reporting period, providing an explanation if outputs were not achieved;

(iv) a summary monitoring and evaluation chart that shows programmatic outcomes and achievements during the reporting period;

(v) a report on how the Project is progressing on the overall programmatic goals and monitoring and evaluation indicators (using the overall monitoring and evaluation indicators set out in the Project proposal to show program outcomes) and if there are delays in implementation, the report should explain how the delayed activities will be accomplished in the following reporting period;

(vi) a summary of problems and issues and means of addressing them; and

(vii) concluding comments and forecasting the next six-month project plan and timeline.

(c) The information and data for monitoring purposes that is included in the quarterly technical progress report will also be provided to SILATECH at the same time as the quarterly technical progress report is provided to SILATECH.

Preliminary Final Technical Assessment

2. Within thirty (30) days of expiry or early termination (as the case may be) of this Agreement, The Partner will provide SILATECH with a two-page written summary of its preliminary assessment of the results achieved through use of the SILATECH Contribution, based on data available to The Partner at that time. The Parties agree that the information provided in such preliminary assessment, and the preliminary assessment itself, are provisional only and that the final assessment and technical information will be provided in the final technical report referred to in paragraph 3 below.

Final Technical Report

3. Upon expiry or early termination (as the case may be) of this Agreement, The Partner will provide SILATECH with a final technical report including data for monitoring and evaluation purposes, covering the entire period of this Agreement up to the date of expiry or early termination (as the case may be). The Partner will provide such final technical report and data for monitoring and evaluation purposes within ninety (90) days after the date of expiry or early termination (as the case may be). The final technical report will be substantially in the format described in Section B, paragraph 1(b) above. The data for monitoring and evaluation purposes that is included in the final technical report will also be provided to SILATECH via the SILATECH's on-line "M&E Database" tool.

C. Project Communications

The Partner shall provide information for communications purposes in accordance with the Comms Plan.

APPENDIX 4: PROJECT CLOSE OUT PROCEDURES

Project Close Out

Project close out represents the end of a particular funding stream and is the start of a transitional phase for the Partner's operations. There are obvious implications for the organizations and their staff/teams. The close out phase is a time of ensuring that the Partner is on course to meeting their final responsibilities under the Agreement.

Nine months before the closeout, SILATECH will send a communication to the Partner reminding them of the close out date and to discuss any outstanding actions that need to be taken prior to the end of the Project.

Final Technical Report

At the completion of a Project, the Partner shall send a Final Technical Report on the activities and accomplishments for the Project against planned targets and performance/evaluation indicators. The report is due not later than 30 days after the end of the Project. It is advised that the Partner arranges to have any sub-grantees they worked with to closeout and report to them earlier (30-60 days), in order to incorporate the results of these activities into the Partner's final reports to the SILATECH primary contact person named in the Agreement. The Final Technical Report includes:

- Cover sheet
- An executive summary
- Project Implementation Overview
- M&E indicators
- Project Sustainability
- Summary of lessons learned and innovations
- Concluding comments
- A hard copy and electronic copy of publications in which the project was mentioned, major communication pieces (videos, CDs, ect.) and, if produced, primary documents used to support major project innovations.

Final Financial Report

A final financial report is due from the Partner 30 days after the end of the Project. This report will capture expenditure from the end of the last reporting period to the Project end date and also show lifetime expenditures and any unused balance. Final financial reports should be sent electronically to the primary SILATECH contact person listed in the Agreement.

The utilization of any potentially unused SILATECH funds at the end of a Project will be discussed and agreed upon with SILATECH. The following elements should be addressed in the final financial report:

- All staff payments have been issued and problems addressed to avoid litigation
- All suppliers' and contractors' invoices and service agreements have been settled/paid or will be accrued in the financial report by the end of the project. This will avoid post-project closure litigations from contractors or vendors.
- A Final Asset/Equipment Inventory purchased with SILATECH funds along with an Asset Disposal Plan are prepared (to be submitted to SILATECH within 30 days after the end of the Program)
- All reports are printed out, signed and on file at the Program
- Appropriate and secure storage arrangements are made for Program records

APPENDIX 5: SILATECH CONTRIBUTION PAYMENTS

Milestones	Expected Results (Status, number or percent)	Expected Achievement Timeline	Payment Amount Requested in USD (Upon achievement of milestone)
Agreement Signature	N/A	Within 30 days of agreement signature	USD 905,764
Youth Employment	1,000 youth placed in employment	December 31st, 2024	USD 603,843
Youth Employment	4,500 youth placed in employment	June 30th, 2025	USD 1,056,725
Youth Employment	5,200 youth placed in employment	December 31st, 2025	USD 1,146,157
Youth Employment	5,200 youth placed in employment	June 30th, 2026	USD 990,393
Project Closing & Government Acknowledgment	1,800 youth placed in employment Receipt of official acknowledgment of the project and its achieved outcomes from the relevant governmental entity	September 30th, 2026	USD 297,118

Final Equipment/Assets Report

At the end of the project, the Partner shall submit to SILATECH, as part of the final reports, a final inventory of equipment purchased with SILATECH funds. The report will also account for unused project supplies and includes an assets disposal plan, or the Partner shall indicate how the assets were disbursed.

Disposal of Assets

The Partner shall prepare a final equipment list of all Project assets including their values and condition and present an Assets/Equipment Disposal Plan to SILATECH.

The Asset disposal plan should be submitted to SILATECH not later than 30 days after the end of the Project. It should be sent alongside the Final Technical Report and Final Financial Report.
The Final Equipment List consists of:

1. A list of equipment with a unit cost of QR12,000 (USD $3,288) or more and has a useful life of one year or more and purchased with SILATECH funds,
2. Any unused supplies with a total cost of QR12, 000 (USD $3,288) or more.
3. Original cost for each item listed;
4. SILATECH share of the cost (for example, if a grantee organization paid for part of the purchase with cost share or matching/co-funding this must be noted);
5. Current location and condition of the equipment and/or how it is being used; and
6. Detailed proposal of what the Partner did or intends to do with that property.

NA

APPENDIX 6: COMMS PLAN

