

IMPLEMENTING PARTNER AGREEMENT

BETWEEN

MAULANA AZAD NATIONAL URDU UNIVERSITY

AND THE

UNITED NATIONS POPULATION FUND

FOR THE

**IMPLEMENTATION OF UNFPA-FUNDED WORK PLANS RELATING TO THE 2018-2022
UNFPA COUNTRY PROGRAMME FOR INDIA**

MAULANA AZAD NATIONAL URDU UNIVERSITY and the **UNITED NATIONS POPULATION FUND**, referred to jointly as the "Parties" and each separately as a "Party", hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

In this Agreement, the expression:

1. "United Nations Population Fund" or "UNFPA" means the subsidiary organ of the United Nations established by the General Assembly pursuant to resolution 3019 (XXVII) of 18 December 1972.
2. "Implementing Partner" or "IP" means MAULANA AZAD NATIONAL URDU UNIVERSITY OR MANUU, Grachibowli, Hyderabad - 500032
Telangana, India . Tel: 040 -23008437
3. "Programme" means the UNFPA country programme for India, approved by the Executive Board of the United Nations Population Fund for the period 2018-2022.
4. "Work plan" or "WP" means the formal document (in standard format), which is concluded by the Parties and reflects detailed activities, timeframes and budget, and defines what is to be accomplished.
5. "Government" means the Government of India



[Handwritten signature]

**ARTICLE 2
AGREEMENT DOCUMENTS**

This Implementing Partner Agreement consists of (a) this agreement and (b) the General Terms and Conditions for Implementing Partner Agreements, as from time to time amended by UNFPA, which are available at www.unfpa.org/IP (or such other URL as UNFPA may from time to time decide) and incorporated herein by reference to form part hereof as if they were recited at length herein (collectively, this "Agreement").

**ARTICLE 3
PURPOSE AND SCOPE**

This Agreement shall govern the implementation by the IP of the relevant parts of the Programme through one or more WPs, in accordance with the terms of this Agreement. It describes the relationship between the Parties and the Parties' respective responsibilities.

**ARTICLE 4
WORKPLANS**

The Parties will conclude one or more WPs, as the case may be, for the implementation by the IP of the relevant parts of the Programme. WPs shall be signed by a duly authorized representative of UNFPA and an Authorized Officer of the IP prior to the implementation of activities. WPs may be modified as deemed necessary or useful, in writing. Modifications to WPs shall be signed by a duly authorized representative of UNFPA and an Authorized Officer of the IP.

**ARTICLE 5
OPERATIONAL INFORMATION**

1. The IP designates the following officials of the IP as "Authorized Officers":



Full name: Dr M. A. Sikandar

Title: Registrar, Maulana Azad National Urdu University (MANUU), Hyderabad

Sample signature: _____

Full name: Dr Mohd Shahid

Title: Professor, Department of Social Work, MANUU, Hyderabad

Sample signature: _____

2. The IP authorizes UNFPA to effect any Cash Transfer other than Direct Payments to be made under this Agreement to the following bank account:

Bank name: Indian Overseas Bank

**Bank address: Gachibowli Branch (1879), MANUU Campus, Hyderabad
(IFSC: IOBA 0001879)**

Account title: Maulana Azad National Urdu University

Account No.: 187901000000030

Bank contact person: Branch Manager, IOB, Gachibowli, Hyderabad

3. It is understood, for clarity, that any removals from or amendments to the (list of) Authorized Officer(s) or modifications to the bank account details identified above, shall require a written amendment to this Agreement in accordance with the relevant provisions of the General Terms and Conditions for Implementing Partner Agreements.

**ARTICLE 6
FINAL PROVISIONS**

This Agreement shall enter into force on the date it is signed by both Parties. It shall expire on the last day of the Programme unless terminated earlier in accordance with the relevant provisions of the General Terms and Conditions for Implementing Partner Agreements.

IN WITNESS WHEREOF, the undersigned, duly authorized by the respective Parties, have signed this Agreement.

**For the
Implementing Partner:**

**For the
United Nations Population Fund:**

Name: Dr M. A. Sikandar

Name: Dr. Jennifer Butler

**Title: Registrar, Maulana Azad
National Urdu University, Hyderabad**

**Title: Deputy Regional Director APRO &
Officer-in-Charge for India and Bhutan**

Signature: _____

Signature: _____

Date:

18 Dec, 2018

Date:

26/12

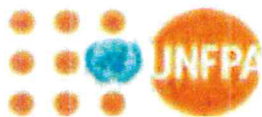
Email: registrar@manuu.edu.in

Email: butler@unfpa.org



**कुलसचिव / Registrar
मौलाना आज़ाद नेशनल उर्दू यूनिवर्सिटी
Maulana Azad National Urdu University
गच्छीबोली, हैदराबाद-500 032.
Gachibowli, Hyderabad-500 032.**

UNFPA form of IP Agreement
(1 January 2018)



UNFPA GENERAL TERMS AND CONDITIONS FOR IMPLEMENTING PARTNER AGREEMENTS

1. Definitions

“HACT” means the Harmonized Approach to Cash Transfer Framework (February 2014) of the United Nations Development Group (“UNDG”), available at <https://undg.org/wp-content/uploads/2016/09/HACT-2014-UNDG-Framework-EN.pdf> or at such other URL as UNDG may from time to time decide.

“GPS” means the Global Programming System, UNFPA’s electronic Workplan management system to prepare and submit FACE Forms, direct payment requests and programmatic reporting, which is available at <https://etendering.partneragencies.org/>.

“FACE Form” means the UNDG’s standard Funding Authorization and Certificate of Expenditure Form, a copy of which is available at http://www.unfpa.org/sites/default/files/admin-resource/PROG_FACE_Form.xls or at such other URL as UNFPA may from time to time decide.

“WP Progress Report Form” means UNFPA’s standard form of Workplan progress report, available at <https://drive.google.com/file/d/0BzrC9ALCReCvY0c1dFdIRkFqSDg/edit?usp=sharing> or at such other URL as may be decided from time to time by UNFPA.

“UNFPA Direct Payment Request Form” means the form available at <https://drive.google.com/open?id=0BzrC9ALCReCvOHdJNnZJUDJlbDQ> or at such other URL as UNFPA may from time to time decide.

“Support Costs” means those costs incurred by the IP which cannot be unequivocally attributed to a specific activity implemented by the IP in accordance with this Agreement, including any WP. The “Support Cost Rate” represents the mutually agreed amount reimbursed by UNFPA towards the IP’s regular operating expenses as provided in this Agreement and the WPs and considered by both Parties to be fair, and shall be estimated as a percentage of the direct costs actually incurred by the IP in the implementation of activities in accordance with this Agreement and the WPs. In accordance with UNFPA’s financial rules, an IP that is a Government entity shall not be entitled to the payment or reimbursement of any Support Costs.

“Non-expendable Equipment” means equipment provided by UNFPA to the IP under this Agreement that cost US\$ 1,000 or more per unit, including costs of initial delivery and handling, and has a service lifetime with the IP of at least three years.

“Programme Supplies” means supplies provided by UNFPA to the IP under this Agreement, including reproductive health (“RH”) supplies (RH-related pharmaceuticals, such as contraceptive pharmaceuticals, and medical devices, such as male and female condoms), other medical equipment and supplies, emergency health and medical kits (which may include RH supplies as part of the kits), dignity and hygiene kits, other well-being items, supplies for humanitarian response activities, and census materials.

“Programme Supplies Report Form” means UNFPA’s standard form of Programme Supplies Report, available at https://drive.google.com/open?id=1bOCZArGH9Z_P-uRrmF-k7JFgV3o_ogR5.

“Letter of Representation” means the form available at <https://docs.google.com/a/unfpa.org/file/d/0BzrC9ALCReCvRXc5Ukd5cDFUS1U/edit> or at such other URL as UNFPA may from time to time decide.

2. General Responsibilities of the Parties

2.1 The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Agreement, including the WPs concluded hereunder.

2.2 The Parties shall keep each other informed of all relevant activities pertaining to the implementation of the WPs, and shall hold consultations as appropriate, including with regard to any circumstance that may affect the achievement of the objectives of the Programme and the WPs.

2.3 The Parties shall refrain from any action that may adversely affect the interests of the other Party and shall fulfill their commitments with the fullest regard for the terms and conditions of this Agreement and the principles of the United Nations.

3. Responsibilities of the IP

3.1 The IP will contribute to the implementation of the WPs by undertaking the responsibilities allocated to it in this Agreement, in full cooperation with UNFPA, and in accordance with the budget, schedule, and other details set out in the WPs, including by:

3.1.1 Promptly commencing work on the responsibilities allocated to it in the WP (but in no case prior to signing this Agreement) and solely within the amounts authorized for spending in writing by UNFPA;

3.1.2 Making its designated contributions of technical assistance, services, supplies and equipment towards the implementation of the WPs as provided for under this Agreement, including the WPs;

3.1.3 Completing its responsibilities with diligence and efficiency, and in conformity with the requirements set out in the WPs (including in connection with the schedule and budget);

3.1.4 Providing the reports required under this Agreement in a timely manner and satisfactory to UNFPA, and furnishing all other information covering the WPs, spending authorizations, and the use of any cash, supplies and equipment transferred to it by UNFPA that UNFPA may reasonably ask for;

3.1.5 Exercising the highest standard of care when handling and administering the cash, supplies and equipment provided to it by UNFPA, and ensuring that its personnel will conduct itself with the highest standards of integrity and care in the administration of public assets including money;

3.1.6 Undertaking best efforts to address any findings and implement any recommendations resulting from assessments, spot checks and audits of the IP performed under this Agreement;

3.1.7 Maintaining and applying adequate internal controls necessary for the completion of activities, including adequate segregation of duties;

3.1.8 Maintaining and enforcing an adequate anti-fraud and anti-corruption framework.

4. Responsibilities of UNFPA

4.1 UNFPA will contribute to the implementation of the WPs by undertaking the responsibilities allocated to it in this Agreement, including by:

4.1.1 Commencing and completing the responsibilities allocated to it in the WPs in a timely manner, provided that all necessary reports and other documents are available;

4.1.2 Making transfers of any cash, supplies and equipment in the manner as described in this Agreement;

4.1.3 Undertaking and completing monitoring, evaluation and oversight of the WPs;

4.1.4 Liaising on an ongoing basis, as needed, with the Government (as applicable), other members of the United Nations Country Team, donors, and other stakeholders; and

4.1.5 Providing overall guidance, oversight, technical assistance and leadership, as appropriate, for the implementation of the WPs, and making itself available for consultations as reasonably requested.

5. Cash Transfer by UNFPA to/ on behalf of IP

5.1 UNFPA will provide the IP with financial assistance for the IP's activities as stipulated in the WPs (the "Cash Transfer"), subject to the availability of funds and the terms of this Agreement. UNFPA's assistance to the IP will not exceed the amounts included in the WPs. UNFPA will provide such financial assistance to the IP following three modalities of Cash Transfer (the "Cash Transfer Modalities" and each a "Cash Transfer Modality"):

5.1.1 Advance payment by UNFPA to IP (referred to in the HACT and in this Agreement as "Direct Cash Transfer");

5.1.2 Reimbursement by UNFPA to IP (referred to in the HACT and in this Agreement as "Reimbursement"); and

5.1.3 Payment by UNFPA on IP's behalf to IP's vendor or supplier (referred to in HACT and in this Agreement as "Direct Payment").

5.2 The Cash Transfer shall be done in installments as identified in the WPs or as otherwise decided by UNFPA (the "Cash Transfer Installments" and each one of them separately a "Cash Transfer Installment"). Each Cash Transfer Installment will be done following such Cash Transfer Modality as decided solely by UNFPA.