

Reference number: GA **XX/XXX**

## GRANT AGREEMENT

Statistical Innovation and Capacity Building  
in the Pacific Islands Project “PACSTAT”

**THIS AGREEMENT** is made this            day of            **20XX**.

**BETWEEN**        : **THE PACIFIC COMMUNITY** an international organisation with its headquarters in Noumea, New Caledonia (‘SPC’)

**AND**                : **[insert name of country<sup>1</sup>]**, **[acting through the Ministry of Finance]** (“the Grantee” or “the Beneficiary Country”)

### RECITALS

#### WHEREAS

- A. SPC and the International Development Association (“the Association”) entered into a Financing Agreement dated March 19, 2020, to finance the Statistical Innovation and Capacity Building in the Pacific Islands Project (“PACSTAT” or the “Project”), as such agreement may be amended from time to time (“the Financing Agreement”).
- B. Pursuant to the Financing Agreement, SPC is the organisation responsible for implementing the Project.
- C. Part 3.2 of the Project supports the conduct of Experiments in Beneficiary Countries to test the alternative data collection methods developed to complement household income and expenditure surveys, and publicly disseminate the results.
- D. SPC and the Beneficiary Country have entered into a Partnership Agreement (“the Partnership Agreement”) dated **[XXX]**, which sets forth the agreement between SPC and the Beneficiary Country regarding the Experiment (as hereinafter defined).

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<sup>1</sup> The reference will be changed accordingly as per the advice to be provided by the country.

- E. As described in Article III of the Partnership Agreement, SPC agrees to provide a grant to the Beneficiary Country to carry out Country Activities under the Experiment, and this Agreement is entered into pursuant to such provision to set forth the terms and conditions of such grant.

**ACCORDINGLY, THE PARTIES HAVE AGREED AS FOLLOWS:**

For the purpose of this Agreement, the bolded terms shall have the following meaning:

- (i) **“Anti-Corruption Guidelines”** means the Association’s “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
- (ii) **“Association”** means the International Development Association.
- (iii) **“Experiment”** means the activities described in Section II of the Partnership Agreement.
- (iv) **“Country Activities”** means activities as identified in the Country Work Plan and detailed in [Annex 1] to be carried out under the Experiment by the Grantee.
- (v) **“ESS”** means, collectively: the Association’s (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association at <https://www.worldbank.org/en/projects-operations/environmental-and-social-framework>.
- (vi) **“Financing Agreement”** has the meaning given to it in paragraph A. of the recitals above.
- (vii) **“Grant”** means the combined total amount of the funds provided under this Agreement by SPC to the Grantee to carry out Country Activities under the Experiment.
- (viii) **“Partnership Agreement”** has the meaning given to it in paragraph D. of the recitals above.
- (ix) **“Procurement Regulations”** means the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.

- (x) **“Project Operations Manual”** means the Project Operations Manual for the Project adopted by SPC, as such manual may be amended from time to time.
- (xi) **“SPC SDD”** means the Statistics for Development Division of SPC.

**ARTICLE 1: Purpose**

- 1.1 The Purpose of this Grant Agreement is to provide a Grant for the implementation of the Country Activities identified in Annex I, which SPC has assessed and found the Grantee eligible for support in the form of a Grant.
- 1.2 The Grantee will be awarded the Grant on the terms and conditions set out in this Agreement, which consists of this Grant Agreement and their annexes, including the General Conditions and Annex I: Description of the Activities.
- 1.3 The Grantee accepts the Grant and undertakes to do everything in its power to implement the Country Activities as set out in Annex I under its own responsibility and in accordance with the terms of this Agreement.

**ARTICLE 2: Entry into Force and Terms of Agreement**

- 2.1 The terms of this Agreement shall commence on date of signature and shall expire on [date] unless terminated as provided in this Agreement or otherwise extended by written Agreement between the parties.
- 2.2 In the case of any inconsistency between the provisions of the Financing Agreement and those of this Agreement, the provisions of the Financing Agreement shall prevail.

**ARTICLE 3: Payment Schedule and Financial Management**

- 3.1 The total account of the Grant shall be [Give the Amount and local currency] to enable the implementation of the Country Activities as set out in Annex I. SPC will make payments to the Grantee through SPC as follows:

3.2 Payment Schedule

<u>Milestones/outputs</u>	<u>Deadline (date)</u>	<u>% Payment</u>	<u>Amount in (Currency)</u>
	<b>TOTAL</b>		

- 3.3 Payments will be made by SPC to the following bank accounts:

Grantee Name	:	[Grantee to provide]
Grantee Account Number	:	[Grantee to provide]

Grantee Bank	:	[Grantee to provide]
Grantee Bank Address	:	[Grantee to provide]
SWIFT Code	:	[Grantee to provide]

**ARTICLE 4: Duties of the Grantee**

4.1 The Grantee agrees to:

- (A) carry out the Country Activities with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to SPC and the Association, including in accordance with the provisions of the Project Operations Manual, the ESS instruments and the Anti-Corruption Guidelines;
- (B) provide, promptly as needed, the resources required for the Country Activities;
- (C) if applicable, procure the goods, works and services to be financed out of the Grant in accordance with the provisions of the Procurement Regulations and the Financing Agreement, and utilize such goods, works and services exclusively in carrying out the Country Activities and for the objectives thereof;
- (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Country Activities and the achievement of its objectives;
- (E) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Country Activities; and (2) at the Association’s or SPC’s request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to SPC and the Association;
- (F) enable SPC and the Association to inspect the Country Activities, its operation and any relevant records and documents; and
- (G) prepare and furnish to SPC and the Association all such information as SPC or the Association shall reasonably request relating to the foregoing.

4.2 The Grantee undertakes to manage the Grant in accordance with the provisions of this Agreement.

4.3 [The Grantee will be responsible for oversight of all disbursements made from the Grant and the Ministry of Finance (‘MOF’) will carry out random spot checks in addition to audits to ensure compliance with this Agreement. MOF will also provide oversight on the acquittal

process and assist in making relevant documentation available to SPC when required for audit purposes.]

#### **ARTICLE 5: Assets and Equipment**

A list of all the assets obtained through the Grant proceeds shall be sent by the Grantee to SPC. Such assets shall not be tendered, disposed of or sold during the project period.

#### **ARTICLE 6: Suspension and Refunds**

SPC may suspend the right of the Grantee to use the proceeds of the Grant and/or require the Grantee to immediately refund to the SPC all or any part of any disbursement of the Grant proceeds in the currency in which it was disbursed, as may be applicable, in any of the following circumstances:

- (i) the Agreement has been terminated;
- (ii) there has been a breach by the Grantee of any provision of this Agreement;
- (iii) SPC has disbursed an amount in error;
- (iv) the Grantee has made a material misrepresentation with respect to any matter related to this Agreement;
- (v) if funds have been used for any purpose other than those agreed to in Annex I; or
- (vi) at the conclusion of the Agreement, if the accepted acquittal report indicates that there was a surplus of funds after meeting all the expenses under this Agreement, the Grantee shall reimburse all such surplus funds to SPC.

#### **Article 7: Reporting and Acquittals**

The financial acquittal shall be sent to SPC by the Grantee after the expenditure has been incurred for the funds transferred. No further funding shall be remitted until the acquittal for the previous tranche paid is received by SPC. In the event the full report and reconciliation is not submitted by the Grantee, SPC may, at its discretion, withhold payment of any part of the funds until such time as that report and acquittal are submitted to SPC's satisfaction. The acquittals must include:

- (a) Original signed financial report signed off by “[insert signatory name and designation]”;
- (b) Certified copies of supplier's quotation, purchase orders, delivery documents and procurement related, in accordance with the requirements of the Procurement Regulations and documents relevant to the Country Activities;
- (c) Certified copies of per diem forms with boarding pass and trip reports;
- (d) Certified copies of acquittal reports for advance;
- (e) Certified copies of payment vouchers and receipts of funds for any expenditure paid.

#### **ARTICLE 8: Records Management**

8.1 All documentation and records related to the implementation of the Country Activities shall be kept in a secured place and made available and/or accessible to SPC when required for audit and legal purposes by SPC.

8.2 The Grantee shall retain all the Project transaction documents for 10 years after the closure of the Project for SPC's audit purposes.

**ARTICLE 9: Contact Addresses**

Any communication relating to this Agreement shall be in writing and shall use the following addresses

*Insert SPC details*

*Insert Grantee details.*

**ARTICLE 10: Resolution of disputes**

The parties shall make their best efforts to amicably settle any dispute, controversy or claim arising out of this Agreement. Any dispute, controversy or claim arising out of or relating to this Grant Agreement, or the breach, termination or invalidity thereof, if not first settled by negotiation, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules. This Agreement shall be governed by the general principles of international law.

**ARTICLE 11: Privileges and Immunities**

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

**ARTICLE 12: Amendments**

This Agreement shall not be amended or revised either wholly or partly unless agreed by the parties hereto and stipulated in a written document duly signed by such parties, and subject to prior written consent by the Association.

**FOR [Name of the Country OR MINISTRY OF FINANCE]**      **FOR SPC**

\_\_\_\_\_  
**NAME:**  
**TITLE:**

\_\_\_\_\_  
**NAME:**  
**TITLE: Deputy Director-General**

### ANNEX I: Description of the Country Activities

Description of Activities	
<b>Title of Action</b>	
<b>Location of Action</b>	
<b>Approximate Value of Action</b>	
<b>Total duration of action</b>	
<b>Target Group</b>	
<b>Final Beneficiaries</b>	
<b>Key stakeholders of the project</b>	
<b>Implementation Schedule – Describe a broad timeline for the Project</b>	
<b>Describe and define the needs and constraints of the target and Beneficiary group and how the action will address these needs</b>	
<b>Describe the expected final results</b>	
<b>Describe the relevance of the action to the objectives and priorities of the Project</b>	

Proposal budget			
Project Costs	SPC Funding	Beneficiary Country contribution	Total Costs
<i>Staffing costs</i>	\$	\$	\$
<i>Office support (office consumables etc)</i>			
<i>Capacity building / training</i>			
<i>Travel</i>			
<b>Other (provide description):</b>	\$	\$	\$
<b>Total Costs</b>	\$	\$	\$
<b>SPC Funding</b>			
Total funding by SPC	\$		
<b>Privacy notice</b>			
The Grantee understands that their proposal and their personal information will be stored and used by SPC in accordance with SPC's <i>Privacy Policy and Guidelines for handling personal information of bidders and grant applicants</i> . Please inform SPC if you would like copies of the policy or guidelines.			

**SPC General Conditions for Grant****1. LEGAL STATUS**

The Grantee has the legal status of an independent entity. The Grantee's personnel and sub-Grantees are not to be considered in any respect employees or agents of SPC.

**2. SOURCE OF INSTRUCTIONS**

The Grantee will only accept instructions from SPC in the performance of this Agreement. The Grantee will refrain from any action that may adversely affect SPC and will fulfil its commitments with the fullest regard to the interests of SPC. Should any authority external to SPC seek to impose any instructions concerning or restrictions on the Grantee's performance under the Agreement, the Grantee shall promptly notify SPC and provide all reasonable assistance required by SPC.

**3. GRANTEE'S RESPONSIBILITY FOR EMPLOYEES**

3.1 The Grantee shall be responsible for the professional and technical competence of its employees and will select, for work under this Agreement, reliable individuals who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.

3.2 The Grantee shall not discriminate against any person because of race, gender, sexual orientation, impairment or disability, religious or political beliefs, age, marital or relationship status, pregnancy, breastfeeding or other family responsibilities.

**4. OFFICIALS NOT TO BENEFIT**

The Grantee warrants that no official of SPC has received or will be offered by the Grantee any direct or indirect benefit arising from this Agreement or the award thereof. The Grantee agrees that breach of this provision is a breach of an essential term of this Agreement.

**5. INDEMNIFICATION**

5.1 The Grantee shall indemnify, hold and save harmless, and defend, at its own expense, SPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Grantee, or the Grantee's employees, officers, agents or sub-Grantees, in the performance of this Agreement. This obligation does not extend to actions and omissions of SPC.

5.2 This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Grantee, its employees, officers, agents, servants or sub-Grantees.

5.3 The obligations under this clause do not lapse upon termination of this Agreement.

**6. INSURANCE AND LIABILITIES TO THIRD PARTIES**

6.1 SPC shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution by the Grantee of the present Agreement.

6.2 The Grantee will hold insurance against all risks in respect of its employees, property and equipment used for the execution of this Agreement, including appropriate worker's compensation for personal injury or death.

6.3 The Grantee will also hold liability insurance in an adequate amount to cover third party claims for any claims arising from or in connection with the provision of services under this Agreement.



6.4 The Grantee shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this clause.

## **7. ENCUMBRANCES/LIENS**

The Grantee shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with SPC against any monies due or to become due for any work done or materials furnished under this Agreement, or by reason of any other claim or demand against the Grantee.

## **8. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be provided by SPC rests with SPC. Such equipment shall be returned to SPC at the conclusion of this Agreement or when no longer needed by the Grantee. On return, the equipment shall be in the same condition as when delivered to the Grantee, subject to normal wear and tear. The Grantee shall be liable to compensate SPC for equipment determined to be damaged or degraded beyond normal wear and tear.

## **9. INTELLECTUAL PROPERTY RIGHTS**

9.1 The Grantee is entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Agreement. This includes derivative works created as a result of products created pursuant to this Agreement.

9.2 The Grantee grants SPC an irrevocable, worldwide, non-transferable, royalty-free licence to use all intellectual property and other proprietary rights generated in the course of this Agreement for non-commercial, academic and research purposes.

## **10. USE OF NAME, EMBLEM OR LOGO**

The Parties maintain sole authority over their respective names, logos and emblems. Neither Party is authorised under this Agreement to make use of the other Party's name, logo nor emblem, except as separately agreed in writing.

## **11. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

11.1 All documents and information relating to the Agreement as well as any other information of which the Grantee becomes aware in the course of performing the Agreement that is not in the public domain must be treated as confidential during and beyond the term of the Agreement. The Grantee shall not be permitted to make use of any such data and information for the Grantee's own purposes.

11.2 The Grantee may not communicate at any time to any other person, Government or authority external to SPC, any information known to it by reason of its association with SPC which has not been made public except with the authorisation of SPC; nor shall the Grantee at any time use such information to private advantage. These obligations do not lapse upon termination of this Agreement.

## **12. CONFLICT OF INTEREST**

12.1 The Grantee must take all the necessary measures to prevent any situation of conflict of interest or professional conflicting interest.

12.2 The Grantee must notify SPC in writing as soon as possible of any situation that could constitute a conflict of interest during the performance of the Agreement. The Grantee must immediately take action to rectify the situation. SPC may do any of the following:

- (i) verify that the Grantee's action is appropriate,
- (ii) require the Grantee to take further action within a specified deadline.

## **13. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

Initials « enter grantee name »

Initials SPC

13.1 SPC has committed to ethically and sustainably managing social and environmental risks and impacts of its activities through its *Social and Environmental Responsibility Policy*.

13.2 Accordingly, SPC requires the Grantee to comply with the following obligations.

#### *Child protection*

13.3 The Grantee represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. This includes, among other things, Article 3 which requires the best interests of the child to be a primary consideration in all actions concerning children; Article 32 which protects children from economic exploitation and child labour; and Article 34 which protects children from sexual exploitation and abuse.

Where the Grantee is providing services directly related to or involving children, the Grantee will either have its own Child protection policy in place or use its best endeavours to act in accordance with the principles of SPC's child protection policy.

The Grantee agrees to bring allegations of any abuse or exploitation of children arising in relation to this Agreement, of which the Grantee has been informed or has otherwise become aware, promptly to the attention of SPC.

13.4 Any breach of this representation and warranty shall entitle SPC to terminate this Agreement immediately upon notice to the Grantee, at no cost to SPC.

#### *Human rights*

13.5 The Grantee is committed to respecting, and acting in a manner which avoids infringing on, human rights, and ensures that they are not complicit in human rights abuses committed by others.

13.6 Any breach of this representation and warranty shall entitle SPC to terminate this Agreement immediately upon notice to the Grantee, at no cost to SPC.

#### *Gender equality and social inclusion*

13.7 SPC is committed to progress gender equality and social inclusion in all area of its work. The Grantee is expected to respect gender equality and diversity in the workplace.

13.8 The Grantee is expected to have measures in place to ensure equal pay for work of equal value, to prevent bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

#### *Sexual harassment, sexual abuse or sexual exploitation*

13.9 SPC will not tolerate any form of sexual harassment, abuse or exploitation. The Grantee shall refrain from and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from engaging in sexual harassment, sexual abuse and sexual exploitation.

13.10 The Grantee agrees to bring allegations of sexual harassment, sexual abuse or sexual exploitation arising in relation to this Agreement, of which the Grantee has been informed or has otherwise become aware, promptly to the attention of SPC.

13.11 For purposes of this Agreement, the following definitions shall apply:

- (i) "sexual harassment" means behaviour that is unwelcome, unsolicited, unreciprocated of a sexual nature. It is behaviour that is likely to offend, humiliate or intimidate.
- (ii) "sexual abuse" means actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (iii) "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes. It includes profiting monetarily, socially, or politically from sexual exploitation of another.

13.12 Any breach of this representation and warranty shall entitle SPC to terminate this Agreement immediately upon notice to the Grantee, at no cost to SPC.

*Environmental responsibility*

13.13 The Grantee must ensure a rational use and management of natural resources and ecosystems.

13.14 The Grantee shall use all efforts to prevent or, where not possible, to minimise the impact of their activities towards climate change and damage to the environment.

**14. OBSERVANCE OF THE LAW**

The Grantee must comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement.