



Programme Funding Agreement for Financial Contribution to a Technical Programme Project

Mr ANGE MAVULA NDEKE

Secrétaire Exécutif National

UNION CONGOLAISE DES ORGANISATIONS
DES PERSONNES VIVANT AVEC LE VIH
"UCOP+"

Croisement boulevard Triomphal et
Avenue de la Libération, Commune de Kasa-Vubu
Ville Kinshasa

Kinshasa, le 08/11/2024

Dear Mr ANGE MAVULA NDEKE

Funding Agreement with UNION CONGOLAISE DES ORGANISATIONS DES PERSONNES VIVANT AVEC LE VIH "UCOP+") (Hereinafter referred to as *the receiving institution*) in respect of: Ateliers d'orientations pour implementation du CLM et Organisation de l'Assemblée Generale de l'ANORS

We acknowledge receipt of your letter dated **30th October 2024**, of UNION CONGOLAISE DES ORGANISATIONS DES PERSONNES VIVANT AVEC LE VIH "UCOP+" requesting the collaboration and financial support of the Joint United Nations Programme on HIV/AIDS (UNAIDS) for the activities that your Institution seeks to implement contribute to strengthening and improving community involvement in the HIV/AIDS national response.

After careful review of your proposal, we are pleased to inform you that we agree to provide the financial support which you are requesting. The activities proposed by your institution will contribute substantially to the achievement of the priority programme objectives of UNAIDS and are thus appropriate for Programme Funding by UNAIDS.

This letter, once signed, will constitute a Programme Funding Agreement between "UCOP+" and UNAIDS. The work will begin on **15th November 2024** and will be completed by **31st December 2024**. The project will be carried out in accordance with the work plan set out in your proposal, attached hereto as Attachment 1, and the budget attached hereto as Attachment 2.

The Attachments shall form an integral part of this Agreement.

UNAIDS will contribute a maximum amount of **15,000 USD (Twenty-Two thousand American Dollars)** towards the costs of the work. Payment shall be made to "UCOP+" subject to satisfactory performance of the project, as follows:

13500 USD on receipt of the countersigned original of this Agreement.
and the Balance based on the Final Project Report (as set out in Attachment 4).

The reports must be submitted no later than 3 months after the end date of this agreement.

Any unspent balance under this Agreement shall be refunded to UNAIDS, unless otherwise agreed in writing.

Any amendments to the Agreement, including, but not limited to, additional activities, extended timeframe, financial adjustments and/or deviation from the original proposal must be requested and approved in writing, by both parties, prior to the expiry of the current Agreement dates.

"UCOP+" shall maintain separate accounts in respect of the contribution from UNAIDS and keep proper financial records in accordance with the rules and regulations of "UCOP+". The accounts, including supporting documentation such as files, records, technical and financial reports and relevant entries in the books of "UCOP+", shall be subject to audit by UNAIDS or its designee and should be kept throughout the duration of the agreement and for ten years following its termination.

Copyright in all materials produced by "UCOP+" under this Agreement remains vested in "UCOP+". However, the financial contribution of UNAIDS should be discreetly acknowledged in all materials produced under this Agreement by means of the following wording: "The financial contribution of UNAIDS towards this NGO is gratefully acknowledged. However, its content and ideas expressed therein do not necessarily reflect the views and opinions of UNAIDS or engage the responsibility of UNAIDS".

It is understood that UNAIDS should be given the possibility to review and propose amendments to final drafts of reports and presentations for which it provides funding.

Except as explicitly provided in this Agreement and/or any subsequent letters of agreement, "UCOP+" shall not, in any statement, publication or material of a promotional nature, refer to the relationship of the parties under this Agreement and/or any subsequent agreement, or otherwise use UNAIDS' name, acronym and/or emblem, without prior written consent.

For the purposes of this Agreement, each party is an independent contractor and not a joint venture, agent or employee of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to take any action which shall be binding on the other party, except as may be explicitly provided for in this Agreement or authorized in writing by the other party. All contractual partners shall be solely responsible for the manner in which work on the project is carried out. UNAIDS shall not be responsible for any loss, accident, damages or injury suffered by the receiving institution or any of its employees or agents or by any other person whatsoever arising in or out of the implementation of the activities being funded under this Agreement.

In addition, "UCOP+" represents and warrants to UNAIDS.

1. That it is not and will not be involved in, or associated with, any person or entity involved in terrorism, that it will not make any payment to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity.
2. That neither the institution itself nor any person or entity controlling the institution, controlled by the institution or under common control with the institution (a) is engaged in the sale or manufacture of anti-personnel mines or of components utilized in the manufacture of antipersonnel mines, or (b) employs child labour.
3. Shall not engage in any illegal, corrupt, fraudulent, collusive, or coercive practices in connection with the execution of this agreement; and

4. Shall take timely and appropriate action to address any allegations of corrupt or fraudulent practices or misuse of funds with regard to the contribution from UNAIDS and formally commit that neither it nor any of its sub grantees or subcontractors will engage in any financial or other irregularities. "UCOP+" shall immediately notify UNAIDS as soon as it becomes aware of any such occurrence and inform UNAIDS within 30 days about established cases and actions taken.
5. By entering into this Agreement, the party acknowledges that it has read, and hereby accepts and agrees to comply with, the UNAIDS Policies (as defined below). In connection with the foregoing, the Party shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the UNAIDS Policies, by its employees and any other natural or legal persons engaged or otherwise utilized to perform any activities supported by UNAIDS under the Agreement. Without limiting the foregoing, the Party shall promptly report to UNAIDS, in accordance with the terms of the applicable UNAIDS/WHO Policies, any actual or suspected violations of any UNAIDS Policies of which the Grantee becomes aware. For purposes of this Agreement, the term "UNAIDS Policies" means collectively: (i) the UNAIDS/WHO Code of Ethics and Professional Conduct; (ii) the UNAIDS/WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA); (iii) the UNAIDS/WHO Policy on Preventing and Addressing Abusive Conduct; (iv) the UNAIDS/WHO Policy on Whistleblowing and Protection Against Retaliation; (v) the UNAIDS/WHO Policy on Prevention, Detection and Response to Fraud and Corruption, and in each case, as amended from time to time. Further information can be found from the Ethics webpage of the UNAIDS website: <https://www.unaids.org/en/whoweare/ethics>
6. Zero tolerance for sexual exploitation and abuse
UNAIDS has zero tolerance towards sexual exploitation and abuse. In this regard, and without limiting any other provisions contained herein:
 - each legal entity Organization warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the UNAIDS Policy on Sexual Exploitation and Abuse Prevention and Response by any of its employees and any other persons engaged by it to perform any services under the Contract; and (ii) promptly report to UNAIDS and respond to, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Organization becomes aware; and
 - each individual Organization warrants that he/she will (i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the UNAIDS Policy on Sexual Exploitation and Abuse Prevention and Response; and (ii) promptly report to UNAIDS in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Organization becomes aware.

Any misappropriated funds and any payments for illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to UNAIDS within 30 days from the date of a written request from UNAIDS.

"UCOP+" agrees that breach of any of these provisions is a breach of an essential term of the Agreement.

Activities under this Agreement may, at any time, be suspended by UNAIDS by written notice to "UCOP+" if, in the opinion of UNAIDS, "UCOP+" is not carrying out its obligations under this Agreement in a satisfactory manner or the circumstances under which the Project is being implemented are such as to make it inappropriate for activities to be continued. A notice of suspension shall take effect upon its receipt. Where activities are suspended under this paragraph, UNAIDS and "UCOP+" shall consult with a view to resolving the problem.

This Agreement may be terminated, at any time, by either Party by written notice to the other Party. The Agreement shall terminate sixty days after receipt of a notice of termination under this paragraph. The obligations assumed by UNAIDS and "UCOP+" under this Agreement shall survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties hereto and the settlement of contractual liabilities that are required in respect of any personnel, subcontractors, consultants or suppliers.

Any dispute, controversy or claim arising out of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute, controversy, or claim shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the UNCITRAL Arbitration Rules as at present in force. The parties shall accept the arbitral award as final.

Nothing contained in this Agreement shall be construed as an express or implied waiver of the privileges and immunities enjoyed by UNAIDS, its activities, personnel and assets, in accordance with the 1946 Convention on the Privileges and Immunities of the United Nations, the 1947 Convention on the Privileges and Immunities of the Specialized Agencies, relevant agreements, applicable national law or the general principles and practices of international law, and/or as submitting UNAIDS to any national court or jurisdiction. Neither party shall claim, or derive any benefit from, the privileges and immunities to which the other party may be entitled in any country where activities will be carried out pursuant to this Agreement.


By signing this Funding Agreement, you agree to carry out the project as provided for in this Agreement.

If you agree to the above terms and conditions, it would be appreciated if you could arrange for both originals of this letter to be signed and dated by the responsible administrative officer of your organization and return one original to us, indicating the bank account, name and address where payment should be made.

In the meantime, we look forward to fruitful collaboration with you in this project.


Yours sincerely,

Dr Susan KASEDDE

DocuSigned by:

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UNAIDS COUNTRY DIRECTOR

The foregoing arrangements are hereby accepted on behalf of *the receiving institution*.


on behalf of "UCOP+".



Mr Ange MAVULA NDEKE
Secrétaire Exécutif National

Name and title

11/11/2024

Date

05100051010100072363528

UCOP+SEC.EXECUTIF V/C USD

Bank account and address to which funds should be transferred.

BUDGET PRIS EN CHARGE PAR L'ONUSIDA

N°	Désignation	Unité	Qté	Fqce	CU	CT
I	ATELIER D'ORIENTATION ET MISE A NIVEAU DES COMITES PROVINCIAUX ANORS EN CLM					
1	Internet	Forfait	26	1	\$ 50	\$ 1 300
2	Collation Modérateur	Personne	2	1	\$ 50	\$ 100
3	Carburant	Litre	15	26	\$ 2	\$ 780
4	Remboursement Transport participants Kinshasa et provinces	Personne	130	1	\$ 10	\$ 1 300
	Sous-total I					\$ 3 480
II	ASSEMBLEE GENERALE					
5	Transport délégués provinciaux	Personne	8	1	\$ 247	\$ 1 978
6	Location salle	Salle	1	3	\$ 400	\$ 1 200
7	Fournitures	Kit	33	1	\$ 6	\$ 198
8	Carburant groupe électrogène	Litre	40	1	\$ 2	\$ 80
9	Reproduction documents	Kit	50	1	\$ 5	\$ 250
10	Perdiem délégués provinciaux	Personne	8	3	\$ 50	\$ 1 200
11	Hébergement délégués provinciaux	Personne	8	3	\$ 50	\$ 1 200
12	Transport délégués Kinshasa	Personne	25	3	\$ 10	\$ 750
13	Motivation modérateur	Personne	1	3	\$ 50	\$ 150
14	Motivation du personnel d'appoint	Personnes	2	3	\$ 20	\$ 120
15	Pause-café/thé	Personne	48	3	\$ 5	\$ 720
16	Pause-déjeuner	Personne	48	3	\$ 15	\$ 2 160
17	Communication	Cartes	10	1	\$ 10	\$ 100
18	Médias	Chaines TV	2	1	\$ 200	\$ 400
19	Frais de justice	Notaire	1	1	\$ 200	\$ 300

	Sous-total II					\$ 10 806
IV	REDACTION DE 2 RAPPORTS					
22	Honoraires Expert Rédacteur rapport annuel 2023	Expert Rédacteur	1	1	\$ 300	\$ 300
23	Horaire Expert Rédacteur Rapport Global ateliers CLM et décentralisation ANORS	Expert Rédacteur	1	1	\$ 300	\$ 300
	Sous-total III					\$ 600
24	Frais bancaires					\$ 114
	Sous-total VI					\$ 114
TOTAL GENERAL (I+II+III+IV)						\$ 15 000

Dr Susan KASEDDE

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Directrice Pays

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