



CFP22-292-GRA

Pacific Women Lead at the Pacific Community (PWL at SPC)

CLOSED CALL FOR PROPOSAL PACKAGE GUIDELINES & TEMPLATES

Grant Title:	PWL at SPC Grants
Nature of the Call:	PWL at SPC grants is a multi-staged competitive grant call to support partners to implement Pacific regional gender equality commitments and contribute to the PWL at SPC outcomes .
	Applicants who have submitted successful Expressions of Interest (EOIs) for this call are now invited to submit a full proposal to SPC, using this guidance and attached templates.
	PWL at SPC is offering multi-year grants (up to 2 ½ years) of between AUD (Australian dollars) 100,000 and AUD 500,000 in financial support to: civil society organisations including women's groups; social enterprises; academic or research institutions; statutory bodies; and national and regional coalitions for their gender equality initiatives (this is referred to as PWL Grant Stream B, as Stream A refers to partnerships with Pacific governments provided through a separate mechanism).
Available amount per grant:	From AUD 100,000 and up to AUD 500,000 per proposal
Closing Date to submit full proposal:	5/06/2023
SPC Reference:	22-292-GRA

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GUIDELINES FOR APPLICANTS

Part 1: INTRODUCTION

1.1 About the Pacific Community (SPC)

The Pacific Community (SPC) is the principal scientific and technical organisation in the Pacific region, proudly supporting development since 1947. We are an international development organisation owned and governed by our 27 country and territory members.

SPC has our headquarters in Noumea, New Caledonia and has regional offices in Fiji, the Federated States of Micronesia and Vanuatu, as well as offices in the Solomon Islands and France. SPC works across the Pacific and has staff in all our Pacific Island Country and Territory members.

SPC works for the well-being of Pacific people through the effective and innovative application of science and knowledge and is guided by a deep understanding of Pacific Island contexts and cultures.

For more information about SPC and the work that we do, please visit our website: https://www.spc.int/.

1.2 Human Rights and Social Development Division

The Human Rights and Social Development (HRSD) division at SPC provides culturally and contextually grounded technical assistance to advance human rights, gender equality, social inclusion, youth development and cultural development – together termed human rights and social development.

Our vision is for just, equitable and resilient Pacific Island societies.

For more information about HRSD and the work that we do, please visit our website: https://hrsd.spc.int/

1.3 Pacific Women Lead at SPC

Pacific Women Lead (PWL) is at the centre of SPC's regional work for gender equality, serving as secretariat to the Pacific Women Lead Governance Board and providing technical, convening, and funding support to government ministries, civil society, and other partners.

A part of SPC's Human Rights and Social Development (HRSD) division, PWL at SPC supports the implementation of key regional gender equality commitments. These are outlined in the Pacific Leaders' Gender Equality Declaration, the Pacific Platform for Action on Gender Equality and Women's Human Rights, and the outcomes of the Triennial Conference of Pacific Women.

The overarching goal for PWL is that **Pacific women and girls, in all their diversity, are safe and equitably share in resources, opportunities and decision-making with men and boys**.

The PWL at SPC programme uses a transformative approach to gender equality and is grounded in Pacific values and principles. It works toward achieving three outcomes:

- Women's leadership promoted.
- Women's rights realised (incorporating women's health, women's safety including ending violence against women and girls, and women's economic empowerment).
- Pacific regional partners increase the effectiveness of regional gender equality efforts.

For more information about PWL at SPC and the work that we do, please visit the HRSD website: https://hrsd.spc.int/pacific-women-lead

1.4 Grants at SPC

SPC's grant activities are guided by the principles of **high ethical standards** (accountability and transparency, freedom from perceived impropriety and influence, no conflicts of interest, confidentiality and proprietary information), **risk management** and **social and environmental responsibility** and are carried out under our **Grant Policy**.

Any grant awarded by SPC must comply with the following principles:

- **Co-financing**: applicants must support the implementation of actions either by contributing their own resources (i.e. staff time) or by providing funding from third parties (in the form of public or private assistance obtained elsewhere).
- **Non-retroactivity**: In no circumstances will SPC award a grant for actions that are already completed.
- **Non-cumulation**: the total amount awarded in the grant agreement is a maximum amount. The amount cannot be increased or accumulated in any circumstances.
- **No-profit rule**: no grant may give rise to profits (i.e. income and expenditure for the action must balance). The no-profit rule applies to the action and not necessarily to the grant beneficiary.

At SPC, grants can be awarded to grantee partners through a competitive call for proposals. A **multi-stage call for proposals** awards a grant through pre-qualification of applicants based on calls for expressions of interest (EOI), and then provides for a capacity development stage - proposal design and submission - during which SPC supports applicants that have met the EOI criteria, followed by a formal call for proposals.

The multi-stage call for proposals provides a fair chance for organisations to access grants through a process that allows them to receive support in preparing proposal documents and submission.

The multi-stage call for proposals process proceeds as follows:

- A Call for Expressions of Interest (EOI) containing detailed instructions and templates to enable
 applicants to submit a compliant EOI is launched. The Call for EOI sets out the overall timetable; it
 confirms the eligibility criteria to receive funds; it explains the administrative arrangements for
 submitting EOIs (Expressions of Interest) and indicates how applicants can request further
 information.
- Potential applicants that have submitted an EOI and **met the eligibility criteria** for receiving funds will be invited to participate in **information and capacity development sessions**.
- SPC will then issue a **closed Call for Proposals**. SPC will send the Call only to those prospective applicants who submitted an EOI that was deemed eligible.
- Invited applicants will have to submit a full Proposal Package (including Concept Note, Budget, Social
 and Environmental Responsibility questionnaire and Project Risk Assessment) in response to the
 closed Call for Proposals. Templates and guidance are provided in this document. Applicants
 responding to the Call will have their proposals assessed by SPC in accordance with the eligibility and
 evaluation criteria.
- Applicants will be **awarded a grant** if their project **meets the requirements** set out in the Call and **depending on the funds available**.

Your participation in this process confirms your acceptance of SPC's conditions of participation in the call for proposal process.

For further information or enquiries about SPC's grant activities, please visit the procurement pages on our website: https://www.spc.int/grants or email: grants@spc.int

1.5 PWL at SPC Grants

PWL at SPC grants aim to support partners to **implement Pacific regional gender equality commitments** and **contribute to PWL at SPC outcomes**:

- 1. Women's leadership is promoted
- 2. Women's rights are realised
 - a. Women's health (including sexual and reproductive health)
 - b. Women's safety (including ending violence against women and girls)
 - c. Women's economic empowerment
- 3. Pacific regional partners increase the effectiveness of regional gender equality efforts.

The region's **key gender equality commitments** are outlined in the:

- Pacific Leaders' Gender Equality Declaration https://www.forumsec.org/2012/08/30/plged/
- 2. Pacific Platform for Action on Gender Equality and Women's Human Rights https://www.spc.int/sites/default/files/wordpresscontent/wp-content/uploads/2017/10/PPA-Gender-Equality-Womens-Human-Rights.pdf
- 3. Outcomes of the 14th Triennial Conference of Pacific Women https://www.spc.int/sites/default/files/documents/14th%20Triennial%20Conference%20of%20Pacific%20Women%20Eng.pdf

While contributions to implementing these key regional gender equality commitments are eligible for support, the PWL at SPC grants are focused on addressing gaps in the implementation of the Outcomes of the 14th Triennial Conference of Pacific Women. These Outcomes include three priority areas: women's economic empowerment, gender-based violence, and gender-responsive climate justice; and four crosscutting themes: women in leadership and decision-making; crises and disasters; sex-, age- and disability-disaggregated data and statistics; and intergenerational dialogue to ensure the perspectives of Pacific youth are heard.

Part 2: GENERAL INSTRUCTIONS

2.1 Invitation to submit a proposal

• SPC invites you to submit your Proposal Package of final documents to be eligible for a grant to contribute to funding and implementation in accordance with the provisions set out in the guidelines document for this grant scheme. <u>Guidelines for Applicants (English)</u> or in <u>Francaise</u>.

SPC has compiled these instructions to guide potential applicants and to ensure that all applicants receive equal and fair consideration.

Please read the instructions carefully before submitting your Proposal Package application. For your proposal to be considered, you must provide all prescribed information by the closing date and in the specified format.

2.2 Submission instructions

Your proposal must be clear, concise, and complete and must include only the information necessary to respond effectively to the call for proposals. Please note that you may be downgraded or excluded from the grant award process if your submission contains ambiguities or lacks clarity.

Your proposal must include the following documents (you will find these templates in Part 4 of this document):

- a. Template 1: Application Form
- b. Template 2: Concept Note
- c. Template 3: Budget Form and Implementation Plan
- d. Template 4: Project Logframe
- e. Template 5: Project Risks Identification Form
- f. Template 6: Applicant Declaration
- g. Template 7: Conflict of Interest Declaration

Your proposal must contain all supporting documents and be submitted in English in as a single attachment by email to grants@spc.int with the following subject line: PWL at SPC Grant Proposal Submission.

All applications submitted must be in MS Word, Excel, OR PDF formats. Please note the maximum capacity for SPC email boxes is 10Mb.

Your proposal must be received no later than **5/06/2023** by **11.59pm Fiji time**. Only one proposal per applicant is permitted.

SPC will send an official acknowledgement of receipt to each proposal received by the closing date.

SPC reserves the right to exclude from consideration any proposal not received by the deadline, with incomplete information or in incorrect form.

2.3 Clarifications

You may submit questions or seek clarifications on any issue relating to this call for proposals. The questions are to be submitted in writing to pwl@spc.int with the subject line: Clarification PWL at SPC Call for Proposals 22-292-GRA. The deadline for submission of clarifications 10 consecutive days prior to the closing date for this Call for Proposals.

Details will be kept of any communications between SPC and applicants. This assists SPC to ensure transparency of the grant award process. While SPC prefers written communication in the CFP process, at

any point where there is phone call or other conversation, SPC will keep a record or a file note of the exchange with applicants.

2.4 Evaluation

Preliminary checks

Each proposal received will be assessed by SPC for compliance with the eligibility criteria and submission requirements set out in this call for proposals.

To assist in the examination, evaluation, and comparison of proposals, SPC may ask you for clarification of your proposal or additional information. The request for clarification will be in writing.

If additional information or clarification is requested by SPC and is not received by the provided deadline, your proposal will be excluded from further evaluation.

Proposal evaluation

All valid proposals will be assessed against the eligibility and evaluation criteria set out in Part 3. The criteria are provided with weighted scores according to the relative importance of each. SPC will not change the evaluation criteria at any stage of the grant process.

The evaluation of the proposals is carried out in two stages:

- Stage One: All proposals will be evaluated in accordance with the evaluation criteria set out in Part 3 of this document, by a dedicated Technical Evaluation Subcommittee to the SPC Procurement Committee. The Technical Evaluation Subcommittee will comprise of internal and external members of diverse and relevant expertise, convened for this specific PWL at SPC call for proposals.
- **Stage Two:** The SPC Procurement Committee, is the formally constituted committee, made up of appointees from across SPC, and considers the recommendations from the Technical Evaluation Subcommittee, the overall value of the grants and assesses the SPC Operational Capacity Assessment. The SPC Procurement Committee makes recommendations on grant awards.

Note: Following the evaluation of all proposals, SPC may, without limiting the other options available to it, decide not to proceed with the call for proposals process or to launch a new call for proposal process on a similar or different basis to that described in this call.

Due Diligence Assessment

SPC will work with applicants shortlisted by the Technical Evaluation Subcommittee to undertake a due diligence process and conduct an assessment of the organisations operational capacity, in accordance with the provisions of SPC Grant Policy https://purl.org/spc/digilib/doc/xmwzw.

When this happens, SPC will support you to complete and submit a capacity assessment questionnaire, and a Social and Environmental Responsibility (SER) Screening Questionnaire with supporting documentation. This will also be an opportunity to review and update your budgets and implementation plans in response to recommendations arising from the due diligence process and the Technical Evaluation Subcommittee.

Grant award

SPC may award grants to beneficiaries upon decision of the Procurement Committee subject to availability of funds. The award of a grant is made by signing a grant agreement.

Details of grants that have been awarded will be published on the SPC website within 30 days (including name of the successful grantee(s), nature of the grant, description of the project, amount of the grant, start and end dates of the activity and geographical scope of the activity).

Unsuccessful applicants will be notified, and feedback will be provided on their submissions if requested.

SPC's standard terms and conditions for grant agreements (see Part 5 of this document) will apply to any grant awarded under this Call for Proposal (CFP), unless otherwise agreed. Any requested changes to the standard terms and conditions for grant agreements must be foreshadowed in the submission.

2.5 Key dates

Please see the proposed grant timetable in the table below. This timetable is intended as a guide only and while SPC does not intend to depart from the timetable, it reserves the right to do so at any stage.

Schedule	DATE
Shortlisted applicants from EOI round informed (Completed)	1/03/2023
Guidelines and templates provided to shortlisted applicants in closed call for proposals	9/05/2023
Deadline for seeking clarification	26/05/2023
Call For Proposal Closing Date	5/06/2023
Award of a Grant (estimated)	1/09/2023

2.6 Legal and compliance

Child and vulnerable adult protection: SPC is committed to the well-being of children and vulnerable adults. All SPC grantees are required to commit to the principles of SPC's Child and Vulnerable Adult Protection Policy (XI.G Manual of Staff Policies). Breach of this requirement can result in SPC terminating any Grant Agreement with a grantee. Any allegations of potential misconduct in relation to this call for proposals involving children or vulnerable adults should sent to complaints@spc.int.

Confidentiality: Unless otherwise agreed by SPC in advance or where the contents of the call for proposals are already in the public domain when shared with the applicant, applicants shall treat the contents of the call for proposals and any documents related to the grant award process as confidential. SPC will also treat the information it receives from the applicants as confidential during the entire grant award process.

Conflict of interest: Applicants must take all necessary measures to prevent any situation of conflict of interest. You must notify SPC in writing as soon as possible of any situation that could constitute a conflict of interest during the call for proposal process. If you have any familial connection with SPC staff, this must be declared, and approval will then be sought for you to engage in the grant award process. Breach of this requirement can result in the exclusion of the applicant from the call for proposal process or in SPC terminating any grant agreement with a grantee.

Cost of preparation of submissions: Under no circumstances will SPC be liable for any proposal submission costs, expenditure, work, or effort that you may incur in relation to your provision of a proposal (including if the grant process is terminated or amended by SPC).

Currency and budget: Unless otherwise requested, all proposals must include a provisional budget in AUD¹. If the project is selected, the total amount of the grant mentioned in the grant agreement is a total and final amount. In line with the SPC Grants Policy, the beneficiary may NOT request an increase or accumulation of the amount of the grant awarded. Under SPC policy, price variation due to escalation, inflation, exchange

¹ Australian Dollars

rate fluctuations or any other market factor cannot constitute a valid justification for requesting an increase in the amount. If additional funding is required, a new grant process must be initiated.

Disclosure: Applicants are required to disclose to SPC whether they are subject to any sanction or temporary suspension imposed by any international organisation, or whether they are subject to bankruptcy proceedings. You may not be bankrupt or suspended, debarred, or otherwise identified as ineligible by any international organisation. Failure to disclose such information may result in debarment and termination of any grant agreement issued to the grantee by SPC.

Fraud and corruption: SPC have zero tolerance for fraud and corruption. All grantees have an obligation to report potential fraud and corruption. Breach of this requirement can result in the exclusion of the applicant from the call for proposal process or in SPC terminating any grant agreement with a grantee. Allegations of potential misconduct by an SPC staff member or applicant involving fraud or corruption can be sent to complaints@spc.int.

Good faith: The information in this call for proposal is provided by SPC in good faith. No representation, warranty, assurance or undertaking (express or implied) is or will be made, and no responsibility or liability will be accepted by SPC in relation to the adequacy, accuracy, completeness, or reasonableness of this call for proposals or any information provided by SPC in relation to this call.

Modifications: Any clarifications, corrections or modifications will be published on the SPC website prior to deadline. In the event an applicant has submitted a project before the clarification, correction or modification, the applicant will be informed and may modify its proposal. The modified proposal will still need to be received before the deadline.

No offer of a grant: This call for proposals does not constitute an offer of a grant or an invitation from SPC to enter into a grant agreement with you.

Privacy: The Applicant is to comply with the requirements of applicable legislation and regulatory requirements in force for the use of personal data that is disclosed for the purposes of this CFP. SPC will handle any personal information it receives under the call for proposals in line with its Grant Policy, <u>Privacy Policy</u>, and the <u>Guidelines for handling personal information of bidders and grantees</u>. Applicants understand that their proposal and their personal information will be stored and used by SPC in accordance with this Policy and Guidelines.

Right to amend, seek clarity, withdraw, not award: SPC reserves the right to: (1) amend, add to or withdraw all or any part of this call for proposals at any time, or to re-invite applicants on the same or any alternative basis; (2) seek clarification or documents in respect of any applicant's proposal; (3) choose not to award a grant as a result of this call for proposals; (4) make whatever changes it sees fit to the timetable, structure or content of the grant process, depending on approvals processes or for any other reason. Please note that while SPC will not change the evaluation criteria set out in the call for proposals without the call process being re-issued, SPC does reserve the right at the time of award of a grant to vary the requirements for the project to be implemented by the grantee specified in the call for proposals and to accept or reject any proposal at any time prior to award a grant without incurring any liability to the affected applicant or any obligation to inform the affected applicant(s) of the grounds for SPC's action.

Right to disqualify: SPC reserves the right to disqualify: (1) any applicant that does not submit a proposal in accordance with the instructions in this call for proposals; (2) any applicant that misrepresents information to SPC; (3) any applicant that directly or indirectly canvasses any SPC employee concerning the award of a grant.

Use of material: Applicants shall not use the contents of the call for proposals or any related material for any purpose other than for the purpose of considering submitting or submitting their proposal to SPC.

Warranty, representation, assurance, undertaking: The applicant acknowledges and agrees that no person has any authority to give any warranty, representation, assurance or undertaking on behalf of SPC in connection with any grant which may (or may not) follow on from this call for proposals process.

2.7 Complaints process

Applicants that consider they were not treated fairly during any SPC grant award process may lodge a protest. The protest should be addressed to complaints@spc.int. The Applicant must provide the following information: (1) full contact details; (2) details of the relevant call for proposals; (3) reasons for the protest, including how the alleged behaviour negatively impacted the applicant; (4) copies of any documents supporting grounds for protest; (5) the relief that is sought.

Part 3: ELIGIBILITY AND EVALUATION CRITERIA

3.1 Eligibility criteria

To be able to receive funds, you must have met the criteria set out in this section. You are also required to submit the full set of documents outlined in the instructions in PART 2 of this document, for the application to be considered for evaluation. If any mandatory documents are not submitted your proposal could be disqualified during the preliminary assessment, so please follow instructions carefully and seek clarification before the clarification deadline (10 days prior to proposal deadline).

Call for proposals	This call for proposals is for civil society organisations and other groups including women's groups, social enterprises, academia and research institutions, national and international coalitions, and statutory bodies.		
Budget	Project proposals will need to have a budget within the specified range: Minimum: AUD 100,000 Maximum: AUD 500,000.		
Experience with donor funds	Lead applicants must have had experience in managing donor funds in the period since 1 January 2015. That means at least some experience with managing donor funds anytime in the previous eight years.		
Duration	Minimum: noneMaximum: 2 ½ years.		
Location	 Grants will only cover projects in: the Pacific region SPC member Pacific Island countries and territories (PICTs). 		
Who can apply?	 Applicants must be: a duly registered organisation for at least 12 months or a Statutory or State institution; based in an SPC member Pacific Island country or territory (PICT); SPC Member Map duly registered organisations based in other SPC member countries (e.g. France, Australia, New Zealand, etc) may apply as part of a regional or international coalition, which must include one or more Pacific Island organisations with a significant role in the project. Types of applicants that may be supported: registered civil society organisations or other non-profit 		
	 registered civil society organisations or other non-profit entities, including women's groups and social enterprises research/academic institutions statutory or state institutions, such as parliaments, courts, and national human rights institutions 		

	 national, regional, or international coalitions – where one partner organisation acts as the lead applicant to take on contracting, financial and reporting responsibility of the grant. The lead applicant will have to meet all the eligibility criteria and will submit the Proposal. An organisation can only be lead applicant for ONE proposal. However, organisations may be project partners in more than one proposal.
Programme alignment	Proposed projects must align with at least one of the PWL at SPC outcome areas: • Women's leadership • Women's rights (incorporating economic empowerment, access to health, and women's safety including ending violence against women and girls) • Effectiveness of regional gender equality efforts.
Regional alignment	Proposed projects must align with at least one of the regional gender equality commitments detailed in the: • Pacific Leaders' Gender Equality Declaration • Pacific Platform for Action on Gender Equality and Women's Human Rights • Outcomes of the 14 th Triennial Conference of Pacific Women.
Focus: Triennial Outcomes	Proposed projects which focus on addressing gaps in the implementation of the Outcomes of the 14 th Triennial Conference of Pacific Women will be highly regarded. These Outcomes include three priority areas: • women's economic empowerment • gender-based violence • gender-responsive climate justice. And four crosscutting themes: • women in leadership and decision-making • crises and disasters • sex-, age- and disability-disaggregated data and statistics • intergenerational dialogue to ensure the perspectives of Pacific youth are heard.
National alignment	Proposed projects which align with Pacific national priorities for gender equality, where possible, will be highly regarded . These priorities may be found in national policy documents.

Expected approaches

In order to achieve the purpose of this call for grants, proposed projects should:

- Present a clear commitment to gender equality and women's empowerment. Organisations governed and led by women, with women filling most leadership positions would be highly regarded.
- Be inclusive and promote diversity. This means beneficiaries should not be arbitrarily excluded based on disability, age, geography, ethnicity, religious belief, sexual orientation, gender identity and gender expression. Grantee partners should make particular effort to reach women and girls in all their diversity, including those in rural, remote, or otherwise marginalised communities.
- Be sustainable and seek to have long-term impact in Pacific communities.
- Be collaborative. Joint initiatives for gender equality between grantee partners, including civil society organisations and Pacific Island governments will be highly regarded.
- Seek to be transformative. Proposed activities should be designed to 'shift the dial' to accelerate gender equality in the Pacific. Grantee partners may use innovative approaches, grounded in Pacific good practice, to shift social norms that underpin gender inequality.

What may be funded

These grants are intended to cover the costs of implementing proposed projects, including associated core costs. The types of costs and activities that may be covered include but are not limited to:

- human resources: project staff, and contribution to core staff and management
- core costs: proportional contribution to operational/running costs to enable activity implementation.
- activity costs: including associated travel, workshops, training and other convenings, support to beneficiaries, technical advisory support, and other associated costs.
- capacity building, learning and development.
- communications: including information/education/communication.
- materials, awareness campaigns, design, audio-visual production, and other related costs, as well as behaviour change initiatives.
- monitoring and evaluation
- research and innovation: including researcher fees, fieldwork costs, and publication.
- advocacy: including for progressive policy and legislative change.
- services for survivors of gender-based violence, including case management, counselling, capacity development and related data management.
- gender mainstreaming.

	 travel and registration fees for international conferences may only be supported as a component of a broader project.
What will NOT be funded	 The following costs are ineligible under these grants: purchase of land construction of new buildings purchase of vehicles duties, taxes, and charges including Value Added Tax that are recoverable/deductible by the organisation. one-off travel proposals that are not a component of a broader project scholarships loans cash transfer programmes.

3.2 Evaluation criteria

The following criteria will be used to evaluate proposals:

Criteria 1 - Alignment with Pacific Women Lead outcomes, the Outcomes of the 14th Triennial Conference of Pacific Women, and/or other key regional gender equality commitments and, where relevant, alignment to national gender equality priorities

Content and Relevance - Weighting 30%

- Proposals will be assessed against their alignment with regional and national gender equality priorities.
- Proposals must demonstrate alignment with at least one of the Pacific Women Lead outcomes.
- Proposals must demonstrate alignment with at least one regional gender equality commitment (the Pacific Leaders' Gender Equality Declaration, Pacific Platform for Action on Gender Equality and Women's Human Rights and the Outcomes of the 14th Triennial Conference of Pacific Women) and
- Where relevant, proposals should align with national gender equality priorities.

Criteria 2 – Demonstrating Pacific best practice for gender equality initiatives. Content and Relevance – Weighting 30%

- Proposals will be assessed against the extent to which the proposed activities align with Pacific best practice in advancing gender equality.
- This will include an assessment of the feasibility of proposed activities and appropriateness of budgets for the activities proposed.
- Proposals should present a clear commitment to gender equality and women's empowerment. Organisations governed and led by women, with women filling most leadership positions would be highly regarded.
- Proposals should show how the project will be sustained and how the proposed project will have long-term impact in Pacific communities.

Criteria 3 – Promotion of inclusive, collaborative and/or innovative approaches Content and Relevance – Weighting 30%

 Proposals will be assessed for inclusion and promotion of diversity. This means beneficiaries should not be arbitrarily excluded based on disability, age, geography, ethnicity, religious belief, sexual

- orientation, gender identity and gender expression. Proposals should demonstrate effort to reach women and girls in all their diversity, including those in rural, remote, or otherwise marginalised communities.
- Proposals should demonstrate collaboration. Joint initiatives for gender equality between partners, including civil society organisations and Pacific Island governments will be highly regarded.
- Proposals should outline how the applicants seek to be transformative and/or innovative. Proposed activities should be designed to 'shift the dial' to accelerate gender equality in the Pacific. Grantee partners may use innovative approaches, grounded in Pacific best practice, to shift social norms that underpin gender inequality.

Criteria 4 – Demonstrated experience in managing donor funds. Mandatory Requirement – Weighting 10%

• The applicant must be able to demonstrate experience in the management of donor funds, anytime since 2015, including experience in financial and narrative reporting.

Part 4: APPLICATION FORMS

TEMPLATE 1: ADMINISTRATIVE FORM

ADMINISTRATIVE FORM					
Lead Applicant Organisational Details					
Legal name: [Insert legal name of the applicant]					
Address:	[Insert	physical address of the a	applicant	7	
Phone number:		number]	Email:	[email address]	
Website or soci	-			is a	
account of app	licant	(if			
applicable):		`			
	ch of the	e following categories th	e applica	nt falls under:	
☐ Registered		civil society			te institutions, such as
	n includ	ing women's groups		•	ts and national human
and social e				rights institutions	
		institutions			or international coalitions
☐ Other – ple	ase spec	cify: [Mention other cate	gory]		
☐ Please atta	ch a cop	y of your organisation ve	alid regis	tration certificate o	r license or other relevant
legal regist	ration a	locument.			
PACIFIC COUNTRY		l American Samoa	☐ Niue		☐ Tuvalu
Indicate the S	$_{PC}$	Cook Islands	☐ Northern Mariana		☐ Vanuatu
member Pacific Island		Federated States of	Island		
countries and Micr		licronesia	☐ Palaı	1	
territories (PIC	Ts)	licronesia		4	
where the le organisation is lego	ad	l Fiji	☐ Papu	a New Guinea	Other
registered	-	French Polynesia	☐ Pitca	irn Islands	☐ Australia
□ C · · · · □ Samoa		☐ France			
] Kiribati	☐ Solor	mon Islands	
			□ -	la	☐ New Zealand
] Marshall Islands	☐ Toke		☐ United Kingdom
☐ Nauru] Nauru	□ Tonga		☐ United States of
☐ New Caledonia		New Caledonia	☐ Walli	is and Futuna	America
Authorised person contact details					
The authorised person is the person who is authorised by the applicant organisation to sign a Grant					
agreement (representative of the applicant)					
Name:	[insert	name of	Title:	[insert title of re	epresentative]
	represe	entative]			
Phone number:	[Phone	number]	Email:	[email address]	

Applicant Organisation Profile					
[Please provide a brief overview (maximum 1 page) of your organisation, including its date of establishment, its main activity, a brief description of its governance structure and its financial management system or processes. Please indicate where women appear in leadership roles in your organisation. You may include your organisation organogram.]					
Your Experience – Previous Projects Provide details of previous projects implement	ented by the lea	d applicant si	nco 2015	Add more	rows as
needed.	ented by the lead	и аррисант зі	iice 2013.	Auu more	TOWS US
Project Name & Project Manager	Туре	Place	Year	Amou	nt
Troject Name & Troject Manager	Турс	1 lacc	icai	Aillou	
Supporting documents: please attach a renarrative and financial reporting.	cent project con	npletion repo	rt or activi	ty report	including
Financial management					
Is your organisation willing and able to provand audit reports for verification by SPC?	Is your organisation willing and able to provide annual financial records, accounts, and audit reports for verification by SPC?			□ No	
Does your organisation have the financial management structure/system to manage			□ No		
Does your organisation have established procurement and financial policies which			□ No		
Supporting documents: please attach lead ap	plicants most rec	ent audited a	nnual finan	icial report	
For the Applicant: [insert name of the organi	isation]				
Signature:					
Name of the applicant's representative: [inset Title: [inset Title of the representative] Date: [Click or tap to enter a date]	rt name of the re	presentative]			

TEMPLATE 2: CONCEPT NOTE FORM

SPC requirements	Applicant's proposal
Description of the action and	activities
Title of the Project: Provide a name for your project. Your title should be short but descriptive. (Max 50 words)	
Project Partners List all direct implementing partners in the case of national, regional, or international coalitions (if applicable).	
Project Description (max 500 words)	
Provide a brief description of your project (e.g. what you aim to achieve, how you plan to go about it and what support you might need)	
SPC may use this description for communication purposes	
Problem Statement	
Provide a brief description of the problem or need your project is seeking to address. (Max 300 words)	
Pacific Women Lead Outcome Areas: Under this grant, there are 3 priority outcome areas for project funding. Which outcome would	 □ Women's Leadership □ Women's Rights □ Incorporating economic empowerment, □ Access to health, and

your project <u>primarily</u> fall	☐ Women's safety including ending violence against women and		
under?	girls.		
If more than one, then list in order of priority.	☐ Effectiveness of regiona	al gender equality efforts.	
Details of Selected Outcome Area: (300 words). Please elaborate on the focus under the outcome area selected above.			
Location/s of the action: Please select one or more	☐ American Samoa	□ Nauru	☐ Solomon Islands
location where relevant	☐ Cook Islands	☐ New Caledonia	☐ Tokelau
	☐ Federated States of	☐ Niue	☐ Tonga
	Micronesia	☐ Northern Mariana	☐ Tuvalu
	□ Fiji	Island	☐ Vanuatu
	☐ French Polynesia	☐ Palau	☐ Wallis and
	□ Guam	☐ Papua New Guinea	Futuna
	☐ Kiribati	☐ Pitcairn Islands	
	☐ Marshall Islands	☐ Samoa	☐ Regional
Transformative / Innovative Approaches:			<u> </u>
Explain how your activities is designed to 'shift the dial' to accelerate gender equality in the Pacific. (Max 400 words)			
Other [Please insert any relevant details about the project for which the applicant is seeking SPC funding, e.g. implementation methods, partner projects, replicability, regional and international issues, innovation, etc.]			

Value and timeline of the acti	on
Approximate Value of the action: [Insert approximate value of the action in AUD]	
Date of the project	Anticipated start date
If you are unsure of the exact dates, please provide approximate dates with a note to that effect. Projects must be completed by 31 December 2025	Anticipated end date Total number of months for the project:
Project Implementation Plan [Describe a general timeline for the project and where possible, a timetable for the implementation of the key activities] Fill in Template 3 Budget Form and Implementation Plan	Please use Template 3: Budget Form and Implementation Plan to capture these details.
Expected results	
Target group and final beneficiaries [Explain how your activities will promote the inclusion and participation of target groups such as:	
 women, Indigenous people, youth, people with disabilities, members of rural, remote, and other marginalised communities. (Max 400 words) 	

Key stakeholders of the project [Mention what are the key stakeholders expected in the project and their role in the project] (Max 250 words)	
Safeguarding Outline your protocols and processes for protecting and safeguarding the rights of women, girls, and members of other marginalised communities. (Max 250 words)	
Project Logframe Project Goal, Objectives, Outputs, Activities, and Indicators Fill in the template provided: Fill in Template 4 Project Logframe	Please use Template 4: Project Logframe to capture these details.
Alignment with SPC PWL objective and outcomes and the Outcomes of the 14th Triennial Conference of Pacific Women, and/or other key regional gender equality commitments and, where relevant, alignment to national gender equality priorities. [Describe how either the objectives and/or the activities align with the relevant outcomes and commitments (Max 500 words)	
Sustainability - Exit strategy [How will this project continue or what type of	

follow-up will be given to
this project?] (Max 250 words)
Communication and visibility
[Explain the communication plan associated with the project, including mention of SPC's support to the project]
Other (open section for the applicant)
(500 words) [Insert any other detail related to the project]
For the Applicant: [insert name of the organisation]
Signature:
Name of the applicant's representative: [insert name of the representative] Title: [insert Title of the representative] Date: [Click or tap to enter a date]

(Template 3 is an **EXCEL** Budget Form and Implementation Plan)

TEMPLATE 4: PROJECT LOGFRAME

What

This Template provides a simple format for developing your project logframe.

Why

Completing the project logframe should assist organisations to map the sequence and connections between the project goal, objective, outputs, activities, and indicators.

Organisation Name	
Project Name	
Project Location	
Start date of project	End date of project

(Additional lines to be added as/if required. Clearly number your objective and associated outputs, activities, and indicators to show linkage and demarcate between different components of the project)

Project Goal *What will the project contribute to?	Objective *What will the project achieve?	Outputs *What will the project produce?	Activities *What will the project do?	Indicators *How will the project measure its achievements?

TEMPLATE 5: PROJECT RISK IDENTIFICATION

RISK IDENTIFICATION FORM – GRANT APPLICATION

Project Risks

Describe and rank the four most significant risks that could negatively impact the project. Risks are potential future events that have the potential to negatively impact your ability to achieve the project results and could include financial, environmental or social risks.

Risk	What is the likelihood (high, medium or low) that the risk will occur?	If the risk occurs, what would the impact (high, medium or low) on the project be?	Mitigation strategy – how will you manage the risk?
[Risk 1 identified]	[Choose between high, medium and low]	[Choose between high, medium and low]	[Describe your mitigation strategy to reduce the likelihood of the risk occurring.]
[Risk 2 identified]	[Choose between high, medium and low]	[Choose between high, medium and low]	[Describe your mitigation strategy to reduce the likelihood of the risk occurring.]
[Risk 3 identified]	[Choose between high, medium and low]	[Choose between high, medium and low]	[Describe your mitigation strategy to reduce the likelihood of the risk occurring.]
[Risk 4 identified]	[Choose between high, medium and low]	[Choose between high, medium and low]	[Describe your mitigation strategy to reduce the likelihood of the risk occurring.]

For the Applicant: [insert name of the organisation]
Signature:
Name of the applicant's representative: [insert name of the representative] Title: [insert Title of the representative] Date: [Click or tap to enter a date]

TEMPLATE 6: APPLICANT DECLARATION

The applicant, represented by the undersigned, being the authorised signatory of the applicant, in the context of the present Call for Grant proposals, representing any co- applicant(s) in the proposed action, hereby declares that:

- the applicant and each co-applicant (if any) are eligible in accordance with the criteria set out in the Guidelines for Applicants (Part 1, Part 2, Part 3 and Part 4);
- the applicant has sufficient financial capacity to carry out the proposed action or work programme;
- the applicant certifies the legal statues of the applicant and of the co-applicant(s), if any, as reported in the application;
- the applicant undertakes to comply with the principles of good partnership practice;
- the applicant is directly responsible for the preparation, management and implementation of the action with the co-applicant(s), if any, and is not acting as an intermediary;
- The applicant and the co-applicant(s), if any, is or are not in any of the situations excluding them from participating in any grant process or award, which are listed hereafter:
 - they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - 2. they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
 - 3. they have been guilty of grave professional misconduct proven by any means which the applicant can justify;
 - 4. they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the applicant or those of the country where the contract is to be performed;
 - 5. they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity.

It is recognised and accepted that if the applicant and co-applicant(s) (if any) participate in spite of being in any of these situations, they may be excluded from the grant process or any other procedures.

For the Applicant: [insert name of the organisation]
Signature:
Name of the applicant's representative: [insert name of the representative]
Title: [insert Title of the representative]
Date: [Click or tap to enter a date]

TEMPLATE 7: CONFLICT OF INTEREST DECLARATION

INSTRUCTIONS TO APPLICANTS

What is a conflict of interest?

A conflict of interest may arise from economic or commercial interests, political, trade union or national affinities, family, cultural or sentimental ties, or **any other type of relationship or common interest between the applicant and any person connected with SPC** (SPC staff member, consultant or any other expert or collaborator mandated by SPC).

Always declare a conflict

The existence of a potential or apparent conflict of interest does not necessarily prevent the applicant from taking part in a grant process. However, the declaration of the existence of such a conflict by the persons involved is essential and allows SPC to take appropriate measures to mitigate it and prevent the associated risks.

Applicants are therefore invited to declare any situation, fact or link which, to their knowledge, could generate a real, potential or apparent conflict of interest.

Declaration at any time

Conflicts of interest may arise at any time during the grant award process or the implementation of a project (e.g. new partner in the project) or as a result of a change in personal life (e.g. marriage, inheritance, financial transaction, creation of a company). If such a relationship is found and could be perceived by a reasonable person as likely to influence a decision, a declaration of the situation is necessary. In case of doubt, a conflict situation must be declared.

Declaration for any person involved

A declaration must be completed for each person involved in the application process (principal representative of the applicant, possible partners, etc.).

Failure

Failure to declare a potential conflict of interest may result in the exclusion of the applicant from the process or the non-award of a grant.

DECLARATION

I, the undersigned,	[name of the	representative of	the applicant],	acting in tl	he name and	on behalf	of the
organisation [name	of the entity]	, declare that:					

To my knowledge, I am not in a conflict-of-interest situation
There is a potential conflict of interest with regard to my [Choose an item]. relationship with [name of the person concerned] in his or her capacity as [mention position/role/personal or family link with the person concerned], although, to the best of my knowledge, this person is not directly or indirectly involved in any stage of the grant award process
I may be in a conflict of interest with regard to my [Choose an item] relationship with [name of the person concerned] in his or her capacity as position/role/personal or family link with the person concerned], as this person is, to the best of my knowledge, directly or indirectly linked to the grant award process
To my knowledge, there is another situation that could potentially constitute a conflict of interest: [Describe the situation that may constitute a conflict of interest]

In addition, I undertake to:

- declare, without delay, to SPC any situation that constitutes a potential conflict of interest or is likely to lead to a conflict-of-interest;
- not to grant, seek, obtain or accept any advantage, whether financial or in kind, to or from any person
 where such advantage constitutes an unfair practice or an attempt at fraud or corruption, directly or
 indirectly, or constitutes a gratuity or reward related to the award of the contract;
- to provide accurate, truthful and complete information to SPC in connection with this procurement process.

I acknowledge that I and/or my organisation and/or partners who are jointly and severally applying for a grant, may be subject to sanctions, if it is established that false statements have been made or false information has been provided.

For the Applicant: [insert name of the organisation]
Signature:
Name of the applicant's representative: [insert name of the representative] Title: [insert Title of the representative] Date: [Click or tap to enter a date]

Part 5: SPC STANDARDS TERMS AND CONDITIONS FOR GRANT AGREEMENT

1. LEGAL STATUS OF THE GRANTEE

- 1.1 Legally, the Grantee has the legal status of an independent entity *vis-à-vis* SPC. The Grantee's personnel and contractors or sub-contractors are not to be considered in any respect employees or agents of SPC.
- 1.2 Nothing in this Agreement or in the relationship between SPC and the Grantee shall constitute or be construed as creating an employer-employee or principal-agent relationship, partnership, joint venture or any other form of relationship of any kind. The Grantee shall have no authority to act as an agent of SPC; nor shall the Grantee in any way bind LCPS to any contractual agreement or other form of obligation, or hold itself out as an agent of SPC or as having the authority to bind SPC to any contractual agreement or other form of obligation.

2. LEGAL STATUS OF THE GRANTEE

The Grantee recognises and respects the status of SPC as an intergovernmental organisation under the 1947 Canberra Agreement.

3. 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.

4. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF SPC

The Grantee shall not use the name, emblem or official seal of SPC, or any abbreviation of the name of SPC without SPC's prior written approval.

5. 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.

6. GRANTEE'S RESPONSIBILITY FOR EMPLOYEES

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. 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.

7. SUB-CONTRACTING

- 7.1 The Grantee may enter into contracts (for the purchasing of goods, works or services), sub-contracts and other agreements necessary for the implementation of this Agreement.
- 7.2 However, it is understood that the Grantee shall at all times remain accountable to SPC for the fulfilment of its responsibilities under this Agreement, and for ensuring the successful achievement of the objectives of the project, programme or activity.
- 7.3 The Grantee shall be responsible for ensuring that all contracts and subcontracts shall be fully consistent with this Agreement and shall not in any way prejudice the implementation of any of its provisions.
- 7.4 Prior to employing individuals or engaging contractors or subcontractors to perform services under this Agreement, the Grantee agrees, at its own expense, to perform due diligence necessary to ensure compliance with the terms of this Agreement.

8. ASSIGNMENT

Except with the prior written consent of SPC, the Grantee may not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the Grantee's rights, claims or obligations under this Agreement.

9. AUTHORITY TO MODIFY

No modification or change, nor waiver of any of this Agreement's provisions or additional contractual relationship of any kind with the Grantee will be valid and enforceable against SPC unless provided by an amendment to this Agreement signed by the authorised official of SPC.

10 INSURANCE AND LIABILITIES TO THIRD PARTIES

- 10.1 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.
- 10.2 The Grantee will hold insurance against all risks in respect of its employees, sub-Grantees, property and equipment used for the execution of this contract, including appropriate worker's compensation for personal injury or death.
- 10.3 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.
- 10.4 The Grantee shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this clause.

11. AUDIT ACTIVITIES

11.1 The activities implemented by the Grantee under this Agreement may be subject to audits by SPC, which may

include audits of financial transactions and internal controls in relation to the activities carried out by the Grantee.

11.2 The Grantee shall instruct its personnel, including but not limited to its lawyers, accountants, auditors or other advisors, as well as its contractors and subcontractors, to cooperate within reasonable limits with any audits that may be carried out by SPC.

12. 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.

13. FRAUD AND CORRUPTION

- 13.1 SPC requires the Grantee to adhere to the highest standard of ethical conduct and not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.
- 13.2 The Grantee agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this contract, of which the Grantee has been informed or has otherwise become aware, promptly to the attention of SPC. For purposes of this contract, the following definitions shall apply:
- "corruption" means the abuse of entrusted power for private gain. It may include improperly influencing the actions of another party or causing harm to another party. The gain or benefit may be for the person doing the act or for others.

"fraud" means any dishonest act or omission that causes loss or detriment to SPC or results in an unauthorised benefit or advantage to either the person(s) acting or omitting or to a third party. The act or omission can be either deliberate or reckless in relation to the harm caused or the benefit or advantage obtained.

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

14. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

- 14.1 SPC has committed to ethically and sustainably managing social and environmental risks and impacts of its activities through its Social and Environmental Responsibility Policy.
- 14.2 Accordingly, SPC requires the Grantee to comply with the following obligations.

Child protection

14.3 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.

14.4 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

- 14.5 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.
- 14.6 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

- 14.7 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.
- 14.8 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

- 14.9 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.
- 14.10 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.
- 14.11 For purposes of this Agreement, the following definitions shall apply:
- "sexual harassment" means behaviour that is unwelcome, unsolicited, unreciprocated of a sexual nature. It is behaviour that is likely to offend, humiliate or intimidate.
- "sexual abuse" means actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- "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.

14.12 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

- 14.13 The Grantee must ensure a rational use and management of natural resources and ecosystems.
- 14.14 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.

15. ANTI-MONEY LAUNDERING/COUNTER TERRORISM FINANCING

- 15.1 The Grantee agrees to take all reasonable efforts to ensure that none of the funds received under this Agreement are used for money laundering or for terrorism financing.
- 15.2 The Grantee agrees that the recipients of any amounts provided by SPC hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

https://scsanctions.un.org/fop/fop?xml=htdocs/resources/xml/en/consolidated.xml&xslt=htdocs/resources/xsl/en/consolidated.xsl

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

"money laundering" means the conversion or transfer of property, knowing that such property is the proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property or of helping any person who is involved in the commission of the predicate offence to evade the legal consequences of his or her actions, or the concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to property, knowing that such property is the proceeds of crime.

"terrorism financing" means directly or indirectly, unlawfully and wilfully, provides or collects funds with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out acts of terrorism.

15.4 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.

16 INDEMNIFICATION

- 16.1 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 contract. This obligation does not extend to actions and omissions of SPC.
- 16.2 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.

16.3 The obligations under this clause do not lapse upon termination of this contract.

17 INTELLECTUAL PROPERTY RIGHTS

17.1 SPC 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 contract. This includes derivative works created as a result of products created pursuant to this Agreement.

17.2 At SPC's request, the Grantee shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to SPC.

18 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

18.1 All documents and information relating to this 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.

18.2 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.

19 CONFLICT OF INTEREST

- 19.1 The Grantee must take all the necessary measures to prevent any situation of conflict of interest or professional conflicting interest.
- 19.2 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 this Agreement. The Grantee must immediately take action to rectify the situation. SPC may do any of the following:

verify that the Grantee's action is appropriate,

require the Grantee to take further action within a specified deadline.

20 PROTECTION OF PERSONAL DATA

20.1 SPC and the Grantee shall each ensure adequate protection of personal data in accordance with their relevant rules and regulations and in particular SPC's Privacy Policy. The Grantee represents and warrants that it will put in place and maintain appropriate technical and organisational measures to prevent accidental or unlawful destruction or accidental loss, alteration or disclosure of, or unauthorised

access to, personal data in accordance with the best standards. The Grantee shall promptly notify SPC of any known or suspected incident or threat of accidental or unlawful destruction or accidental loss, alteration, unauthorised access or disclosure of personal data, or of any breach of the provisions of this clause. The parties shall consult each other in order to assess, remedy and resolve the situation.

20.2 The Grantee shall notify SPC within five working days of any complaint or claim made by an individual about his or her personal data. The parties shall consult each other before taking any action as a result of or in response to such a complaint or claim. The obligations and restrictions set forth in this section shall remain in effect for the duration of this Agreement, including any extension thereof, unless the parties agree otherwise in writing. Upon termination of this agreement, the Grantee shall return to SPC all personal data collected for the purpose of performing this agreement.

21 FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

- 21.1 Force majeure for the purposes of this Agreement means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Grantee.
- 21.2 The Grantee should notify SPC within fifteen (15) days of the occurrence of the force majeure event. The Grantee shall also notify SPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Agreement.
- 21.3 The notice shall include steps proposed by the Grantee to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this clause, SPC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Grantee of a reasonable extension of time in which to perform its obligations under this Agreement.
- 21.4 If the Grantee is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, SPC shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in clause 22"Termination", except that the period of notice shall be seven (7) days.

22 TERMINATION

- 22.2 SPC reserves the right to terminate without cause this Agreement, at any time with thirty (30) days written notice to the Grantee, in which case SPC shall reimburse the Grantee for all reasonable costs incurred by the Grantee prior to receipt of the notice of termination.
- 22.1 Either party may terminate this Agreement for cause, in whole or in part, with fifteen (15) days' written notice to the other party. The initiation of arbitral

proceedings in accordance with clause 18 "Settlement of Disputes" below shall not be deemed a termination of this Agreement.

- 22.3 In the event of any termination by SPC under this clause, no payment shall be due from SPC to the Grantee except for work and services satisfactorily performed in conformity with the express terms of this Agreement. The Grantee shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.
- 22.4 Should the Grantee be adjudged bankrupt, or be liquidated or become insolvent, or should the Grantee make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Grantee, SPC may, without prejudice to any other right or remedy it may have, terminate this Agreement forthwith. The Grantee shall immediately inform SPC of the occurrence of any of the above events.

23 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.

24 SETTLEMENT OF DISPUTES

- 24.1 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement or the breach, termination or invalidity thereof.
- 24.2 If a dispute is not settled within sixty (60) days of one Party notifying the other of a request for amicable settlement, the dispute can be referred by either Party to arbitration in accordance with the general principles of international law. The arbitration will be governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.