



Schweizerische Eidgenossenschaft
 Confédération suisse
 Confederazione Svizzera
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Au service
 des peuples
 et des nations

THIRD-PARTY COST SHARING AGREEMENT (CSA)

Between

THE GOVERNMENT OF THE SWISS CONFEDERATION
 represented by the **Federal Department of Foreign Affairs (FDFA) via the Swiss Agency for
 Development and Cooperation (SDC) (the Donor)**

AND

The United Nations Development Programme, UNDP

WHEREAS the Donor hereby agrees to contribute funds to **UNDP** on a cost-sharing basis for the implementation of the “**Projet d’Appui au Cycle Electoral 2015**” (the project),

WHEREAS **UNDP** is prepared to receive and administer the above-mentioned contribution for the implementation of the project,

WHEREAS the **Government of Burundi** has agreed to the said contribution of the Donor to the project,

WHEREAS **UNDP** is designated as the Implementing Partner

NOW THEREFORE, **UNDP** and the Donor hereby agree as follows:

Article I. The Contribution

1.1. The Donor shall, in accordance with the schedule of payments set out below, contribute **five hundred thousand CHF (500 000)** to the project (the Contribution). The Contribution shall be deposited in the following bank account:

Bank Name	Bank of America
Bank Address	Mail Code : 473-672-09-01 5 Canada Square-London E145AQ, United Kingdom
SWIFT code/BIC	BOFAGB22
IBAN	GB59BOFA165062722022
Account number	6008-62722022
Account name	UNDP EURO Contributions Account
Reference	Projet d’Appui au Cycle Electoral 2015

Schedule of payments

Two installments:

- 1st installment: CHF 250'000, after the signature of this CSA
- 2nd installment: CHF 250'000, disbursable after a positive assessment of the advancement of the electoral process by the Steering Committee (comité de pilotage) and by Switzerland.

1.2 The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the **UNDP** of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, **UNDP** shall inform the Donor with a view to determining whether any further financing could be provided by the Donor. Should such further financing not be available, the assistance to be provided to the project may be reduced, suspended or terminated by **UNDP**.

1.3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the execution/implementation of planned activities. It may be amended to be consistent with the progress of programme/project delivery.

1.4. **UNDP** shall receive and administer the Contribution in accordance with the regulations, rules, policies and procedures of **UNDP**.

1.5. All financial accounts and statements shall be expressed in United States dollar.

Article II. Utilization of the Contribution

2.1. The implementation of the responsibilities of **UNDP** and of the Implementing Partner pursuant to this Agreement and the project document shall be dependent on receipt by **UNDP** of the Contribution in accordance with the schedule of payment as set out in Article I, paragraph 1, above. **UNDP** shall not start the implementation of the activities prior to receiving the Contribution or the first tranche of the Contribution (whichever is applicable).

2.2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), **UNDP** shall submit to the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary. The Donor shall use its best endeavors to obtain make available to **UNDP** the additional funds required.

2.3. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraph 2 above is not forthcoming from the Donor or other sources, the assistance to be provided to the project under this Agreement may be reduced, suspended or terminated by **UNDP**.

2.4. Any interest income attributable to the contribution shall be credited to **UNDP** Account, retained by **UNDP** and shall be utilized in accordance with established **UNDP** procedures.

2.5. The contribution is earmarked for the **addendum of the project “Strengthening national capacities for aid effectiveness”**.

Article III. Administration and reporting

3.1. Project management and expenditures shall be governed by the rules, regulations, rules, policies and procedures of **UNDP** and, where applicable, the rules, regulations, policies and procedures of the Implementing Partner.

3.2. **UNDP** headquarters and country office shall provide to the Donor all or parts of the following reports prepared in accordance with **UNDP** accounting and reporting procedures.

- (a) From the country office within six months after the date of completion or termination of the Agreement, a final report of the utilisation of the contribution summarizing programme/project activities and impact of activities as well as provisional financial data;
- (b) From **UNDP** head quarter (Bureau of Management/Comptroller’s Division), an annual certified financial statement as of 31 December to be submitted no later than 30 June of the following year;
- (c) From **UNDP** head quarter (Bureau of Management/Comptroller’s Division) on completion of the programme/project, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the project.

3.3. If special circumstances so warrant, **UNDP** may provide more frequent reporting at the expense of the Donor. The specific nature and frequency of this reporting shall be specified in an annex to this Agreement.

Article IV. Administrative and support services

4.1. In accordance with the decisions, policies and procedures of **UNDP**’s Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery by **UNDP** for indirect costs incurred by **UNDP** headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the contribution shall be charged a fee equal to **8%**. Furthermore, as long as they are unequivocally linked to the project, all direct costs of implementation, including the costs of Implementing Partner, will be identified in the project budget against a relevant budget line and borne by the project accordingly.

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

Article V. Equipment

5.1 Ownership of equipment, supplies and other properties financed from the contribution shall vest in **UNDP**.

Article VI. Auditing

6.1 The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of UNDP. Should the Audit Report of the Board of Auditors of UNDP to its governing body contain observations relevant to the contributions, such information shall be made available to the Donor.

Article VII. Evaluation

7.1 All UNDP Programmes and Projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of Burundi in consultation with other stakeholders will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating the project including an evaluation of its Contribution to an outcome which is listed in the Evaluation Plan. UNDP shall commission the evaluation, and the evaluation exercise shall be carried out by external independent evaluators.

7.2 Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

7.3 The Donor can decide to organize, through its external evaluation service and on its own expenses, an ex-post evaluation of the project. The Government of Burundi and the UNDP will be informed in advance and UNDP will provide its full cooperation to the evaluation. The findings of the evaluation will be communicated to the Government of Burundi and UNDP.

Article VIII. Anti-Corruption clause

8.1 The Parties agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, UNDP shall maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt practices in connection with the award and administration of contracts, grants or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.

Article IX. Completion of the Agreement

9.1. UNDP shall notify the Donor when all activities relating to the project have been completed.

9.2. Notwithstanding the completion of the project, UNDP shall continue to hold unutilized payments until all commitments and liabilities incurred in the implementation of the project have been satisfied and project activities brought to an orderly conclusion.

9.3. If the unutilized payments prove insufficient to meet such commitments and liabilities, UNDP shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.

9.4. In cases where the project is completed in accordance with the project document any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by **UNDP**. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by **UNDP** after consultation with the Donor.

Article X. Termination of the Agreement

10.1. After consultations have taken place between the Donor, **UNDP** and the Government of Burundi, and provided that the payments already received are, together with other funds available to the project, sufficient to meet all commitments and liabilities incurred in the implementation of the project, this CSA may be terminated by **UNDP** or by the Donor. The CSA shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate the CSA.

10.2. Notwithstanding termination of all or part of this CSA, **UNDP** shall continue to hold up to the date of termination, unutilized payments until all commitments and liabilities incurred in the implementation of all or the part of the project, for which this CSA has been terminated, have been satisfied and project activities brought to an orderly conclusion.

10.3 In cases where this agreement is terminated before Project completion any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by **UNDP**. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by **UNDP** in consultation with the Donor.

Article XI. Amendment of the CSA

This CSA may be amended through an exchange of letters between the Donor and **UNDP**. The letters exchanged to this effect shall become an integral part of the CSA.

Article XII. Correspondence

UNDP and the Donor shall correspond via the Swiss Representation in Burundi.

Article XIII. Entry Into Force

This CSA shall enter into force upon signature and deposit by the Donor of the contribution-payment to be made in accordance with the schedule of payments set out in Article I, paragraph 1 of this CSA. The agreement covers the period of twelve months.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

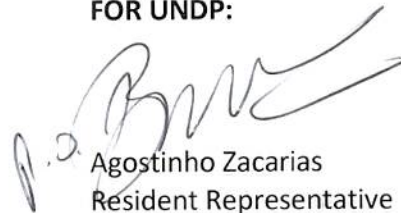
FOR THE FEDERAL DEPARTMENT
OF FOREIGN AFFAIRS


Elisabeth Alansar Pitteloud
Director of Cooperation



Date: 18-12-2014

FOR UNDP:


Agostinho Zacarias
Resident Representative

Date: 18/12/14