

FINANCING AGREEMENT

BETWEEN

THE GOVERNMENT OF THE KINGDOM OF BELGIUM
represented by its Minister for Development Cooperation, FPS
Foreign Affairs, Foreign Trade and Development Cooperation,
General Directorate for Development Cooperation (THE
DONOR)

AND

THE UNITED NATIONS DEVELOPMENT PROGRAMME
(UNDP)

FOR

FUNDING FROM THE DELEGATED COOPERATION

M

f

**FINANCING AGREEMENT FOR CONTRIBUTIONS FROM THE DELEGATED
COOPERATION**

**FINANCING AGREEMENT
BETWEEN THE GOVERNMENT OF THE KINGDOM OF BELGIUM represented
by its Minister for Development Cooperation, FPS Foreign Affairs, Foreign Trade and
Development Cooperation, General Directorate for Development Cooperation (THE
DONOR) AND
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP) FOR
FUNDING FROM THE DELEGATED COOPERATION**

In pursuance of the General Framework Agreement (Framework Agreement) concluded on 8th May 2012 between the Government of the Kingdom of Belgium (Donor) and the United Nations Development Programme (UNDP);

The Donor has agreed to contribute funds to UNDP on a cost-sharing basis (hereinafter referred to as "the Contribution") for the "*Projet d'appui aux Institutions démocratiques et aux organisations de la société civile*" (hereinafter referred to as "the Project"), as described in the Project document submitted for information to the Donor, (insert Donor project code); .

The terms and conditions of the Framework Agreement will apply to the Contribution. UNDP will administer the Contribution in accordance with the provisions of the Framework Agreement and UNDP regulations, rules, policies and procedures.

Article I. The Contribution

1. The Donor shall contribute to UNDP the amount of 2,500,000 EUR (two million five hundred thousand Euros) according to the budget in annex. The Contribution shall be deposited in the

UNDP Contributions Account

Bank of America London

5 Canada Square

London E14 5AQ England

Account 600862722022

SWIFT: BOFAGB22

IBAN: GB59 BOFA 1650 5062 7220 22

Référence: DRC- Projet d'appui aux Institutions démocratiques et aux organisations de la société civile

M

4

Schedule of payments

Amount

Upon signature of the agreement
Earliest June 15, 2015

EUR 1 500,000
EUR 1 000,000

The disbursements of the second installment will be made upon UNDP's submission of the progress and financial reports and requests for payments on May 31 of the following year

2. The Donor will inform UNDP when the Contribution is paid via an e-mail message with remittance information to contributions@undp.org, providing the following information: donor's name, UNDP country office, and donor reference (if available). This information should also be included in the bank remittance advice when funds are remitted to UNDP.

3. Upon receipt of the funds, UNDP shall inform the Donor.

Article II. Reporting

1. UNDP shall provide to the Donor the narrative and financial reports in accordance with UNDP accounting and reporting procedures and the Framework Agreement.

2. UNDP will submit an annual report to Belgium using its standard progress report format. The report will cover substantive issues as well as financial information and will be submitted every 31 May of the following year.

3. On completion of project, a certified financial statement will be submitted no later than 30 June of the year following the financial closing of the project.

Article III. Administrative and support services

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 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 Partners, will be identified in the Project budget against a relevant budget line and borne by the Project accordingly.

2. The aggregate of the amounts budgeted for the *Projet d'appui aux Institutions démocratiques et aux organisations de la société civile*, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to

M

E

the *Projet d'appui aux Institutions démocratiques et aux organisations de la société civile* under this Agreement as well as funds which may be available to the *Projet d'appui aux Institutions démocratiques et aux organisations de la société civile* for projet costs and for support costs under other sources of financing.

Article IV. Evaluation, Audit and utilization of the contribution

1. The evaluation of the contribution shall be done in accordance with the terms and conditions as specified in the Framework Agreement.
2. UNDP will include provisions for evaluation in its project document in accordance with the UNDP Evaluation Policy and in close consultation with Belgium. If an evaluation is conducted, Belgium will be invited to conduct the evaluation jointly with UNDP.
3. In accordance with the rules of the Executive Board of UNDP, Belgium may participate in joint visits (2 visits per year) related to the activities of UNDP, in consultation with UNDP.
4. The contribution shall be utilized and audited in accordance with the terms and provisions of the Framework Agreement.

Article V. Completion of the Agreement

UNDP shall notify the Donor when all activities relating to the Project have been completed in accordance with the Project document.

Article VI. Termination of the Agreement

This Agreement may be terminated in accordance with the terms and provisions of the Framework Agreement.

Article VII. Notice

Any notice or correspondence between UNDP and the Donor will be addressed as follows:

- (a) To the Donor: Michel LASTSCHENKO, Ambassadeur du Royaume de Belgique
Address: Place du 27 Octobre, Gombe, Kinshasa
Tel : +243-81-970-0166

W

S

(b) To UNDP: Priya GAJRAJ, Country Director.

Address: United Nations Development Programme
Immeuble Losonia
Boulevard du 30 juin
Kinshasa/Gombe

Article VIII. Amendment of the Agreement

This Agreement 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 this Agreement.

Article IX. Entry Into Force

This Agreement shall enter into force upon the signature of this Agreement by the parties hereto, on the date of the last signature. This Agreement shall remain valid for the duration of the project.

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

For the Donor (KINGDOM OF BELGIUM) :

Michel LASTSCHENKO
Ambassador of H.M. the King of Belgians



Date:

For the UNDP:

Priya GAJRAJ
Country Director - DRC



Date:

17/12/14