

# UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT

## A. SUMMARY OF ACTIVITIES

**Title:** Projet "L'école blidéenne de la démocratie" (the "Activities")

**Start/End Dates:** Activities start date: 1 March 2017  
Activities end date: 31 August 2018

**Location:** Alger

**Contribution Amount:** 108,000 USD (the "Contribution")

**Contributing Agency:** UNDEF/FNUD

**Recipient Agency:** UNDP Algeria/PNUD Algérie

**Nature of Activities:** CSO-Implemented Projects with Executing Agency -UNDEF's Ninth Round of Funding

**Purpose** **Transfer of UNDEF funds to the Algerian CSO Djazairouna**

**Annexes:** In the event that the terms contained in Annex(es) are incompatible with those contained in this Agreement, then the latter shall govern and prevail.  
[Annex 1: Project Document]

### **Expected outcome:**

The Recipient Agency will be fully responsible for administering the Contribution in accordance with its financial regulations, rules, policies and procedures, and administrative instructions, and carrying out the Activities efficiently and effectively.

## B. BUDGET

The total budget for the Activities is 108,000 in USD, as more fully described below.

<b>Summary of activities and BUDGET<sup>1</sup></b>	<b>Annual (Years 1, 2, X)</b>	<b>Total (all years)</b>
<b>Total programmable amount, including direct costs</b>	100,000	100,000
<b>Indirect support costs</b>	8,000	8,000
<b>Grand total</b>	<b>108,000</b>	<b>108,000</b>

In addition to what is described in the chart above, the Contributing Agency will be responsible for the cost of the micro assessment to which the Implementation Agency (the NGO DJAZAIROUNA) will be subject. The Contributing Agency will cover the costs of the micro assessment up to an amount of USD 8,000 separately from the total budget. The micro assessment will be carried out as a prerequisite to the transfer of funds from the Recipient Agency to the CSO.

The Contributing Agency will not be responsible for any other financial commitment or expenditure made by the Recipient Agency that exceeds the budget for the Activities. The Recipient Agency will promptly advise the Contributing Agency any time when the Recipient Agency is aware that the budget to carry out these Activities is insufficient to fully implement the Activities in the manner set out in the present Agreement, including its Annex(es). The Contributing Agency will have no obligation to provide the Recipient Agency with any funds or to make any reimbursement for expenses incurred in excess of the total budget as set forth herein.

#### **C. COSTS RECOVERY**

The Recipient Agency's support costs, determined in accordance with its cost recovery policy, will be paid from the Contribution (8% of total budget for program activities, that is, 8000 USD), in accordance with the budget.

#### **D. REPORTING**

##### **Narrative reporting:**

The Recipient Agency will provide the Contributing Agency with a narrative report on the progress of the Activities on a regular basis, as set out below.

The following narrative reports shall be submitted according to the set timeline and using the required format available on the UNDEF website.

1. **The Mid-term Progress Report:** it must be submitted to UNDEF no later than 9 months from the project start date (as listed on the cover page of the signed project document).
2. **Final Narrative Report:** The Final Narrative Report should be submitted three months after the completion of the project.

**The reports** must be in either English or French, the two official working languages of the United Nations Secretariat.

##### **Financial Reporting:**

The Recipient Agency will provide the Contributing Agency with the following financial reports, prepared in accordance with the Recipient Agency's financial regulations, rules, policies, procedures, and administrative instructions:

Throughout the project implementation, the Executing Agency shall provide financial reports to UNDEF. The following financial reports shall be submitted according to the set timeline and using the required format available on the UNDEF website. No other reports will be accepted:

- **Annual Interim Financial Statement:** to be submitted by 31<sup>st</sup> January of each project year, showing cumulative income and expenditure to date. The statement must be signed by the designated authorized representative at the UN Agency or Country Office (CO).

- **Annual Certified Financial Statement:** to be submitted by 31<sup>st</sup> May of each project year, showing cumulative income and expenditure to date. The statement must be signed by the UN Agency's authorized representative at HQ.
- **Final Interim Financial Statement:** to be submitted three months after the project end date. The statement should be signed by the designated authorized representative at the UN Agency or Country Office (CO).
- **Final Certified Financial Statement:** to be submitted no later than 30<sup>th</sup> June of the year following the financial closing of the project. The statement must be signed by the UN Agency's authorized financial representative (e.g. Controller) at HQ.

**E. CONTRIBUTIONS**

Prior to the commencement of activities, the recipient of the contribution in the last stage (the NGO DJAZAIROUNA) will be subject to a micro assessment which will evaluate its capacity to achieve the project results. The costs of the micro assessment will be fully covered by the Contributing Agency.

The total Contribution will be paid to the Recipient Agency prior to the commencement of Activities, according to the following schedule:

Schedule of payment:

At the signature of the final project document	108,000 USD
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The Contributing Agency acknowledges that the Recipient Agency will not pre-finance Activities. If the Contribution, or any part of it, is not received in a timely manner, the Activities may be reduced or suspended by the Recipient Agency with immediate effect.

The Contribution will be paid into the following account:

Account Name:	UNDP Contributions Account
Bank Name:	Citibank, N.A.
Bank Address:	111 Wall Street, New York, NY 10043
Currency:	USD
Account No:	36349562
ABA (Routing Number):	021000089
Swift Address:	CITIUS33

When making such transfers the Contributing Agency will notify the Recipient Agency, [PNUD Algérie] (for the Attention of Ms Randa Aboul-Hosn), by fax ([+213 21925460]) or by e-mail (randa.aboul-hosn@undp.org) of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from the Contributing Agency pursuant to this Agreement.

**F. INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights related to the Activities will belong to the Recipient Agency. The Contributing Agency and, if applicable, the relevant programme Government will enjoy a perpetual, royalty-free, non-exclusive and non-transferable license.

**G. CORRESPONDENCE**

All correspondence regarding the implementation of this Agreement will be addressed to:

[Name of the Contributing Agency]: The United Nations Democracy Fund (UNDEF)

**Address:** 1 United Nations Plaza, Room DC1-1300  
New York, NY 10017, USA  
Tel: +1 212 963 3399  
Fax: +1 212 963 1486  
Email: democracyfund@un.org

[Name of the Recipient Agency]: PNUD Algérie

**Address:** 41, rue Mohamed Khoudi. El Biar, Alger – Algérie  
BP 444 Hydra, Alger –Algérie

#### **H. AMENDMENTS**

The present Agreement, including its Annex(es), may be modified or amended only by written agreement between the two Agencies.

#### **I. COMPLETION OF THE ACTIVITIES**

The Recipient Agency will notify the Contributing Agency when all Activities have been completed.

The Recipient Agency will continue to hold any part of the Contribution that is unutilized at completion of the Activities until all commitments and liabilities incurred in the carrying out of the Activities have been satisfied and all arrangements associated with the Activities have been brought to an orderly conclusion.

#### **J. TERMINATION OF THIS AGREEMENT**

This Agreement will terminate upon satisfaction of all commitments and liabilities incurred in carrying out the Activities and the orderly conclusion of all arrangements associated with the Activities.

This Agreement may be terminated by either Agency at any time by written notice to the other. Termination will be effective thirty (30) days after receipt of the notice. In the event of termination under this paragraph, the two Agencies will cooperate to ensure completion of the Activities, satisfaction of all commitments and liabilities, and the orderly conclusion of all arrangements associated with the Activities.

#### **K. REFUNDS OF UNSPENT BALANCES**

Upon termination of this Agreement and following the submission of the final financial report, any unspent balance of the Contribution (where the unspent funds exceed US\$1,000) will be returned to the Contributing Agency, unless otherwise agreed in writing by the two Agencies.



L. SETTLEMENT OF DISPUTES

The two Agencies will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between the Executive Heads of each of the Agencies.

M. ENTRY INTO FORCE AND VALIDITY

This Agreement will enter into force upon its signature by the authorized representatives of the Parties and remain in force until terminated in accordance with Section J above.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in duplicate.

Signed: Ms. Annika Savill, Executive Head, UNDEF  
On behalf of UNDEF



Signed: Mr. Eric Overvest, Resident Representative  
On behalf of the UNDP Algeria

