

18th May 2022

CONTRIBUTION ARRANGEMENT

1. I am pleased to inform you of the intention of the United Kingdom of Great Britain and Northern Ireland “the United Kingdom” to make available to the United Nations Development Programme “UNDP” a contribution as follows below the “Contribution”:

(a) Programme/Project Name:	Supporting Public Administration Reform (PAR) in Georgia – Phase 2																					
(b) Start/End Dates:	18 th May 2022 – 31 st March 2025																					
(c) UNDP Programme/Project No.:	Project 00127668																					
(d) FCDO Programme/Project No.:	301454-102																					
(e) Contribution Currency/Amount:	GBP 2,550,000 (of which GBP 2,524,752 project budget and GBP 25,248 1% Coordination Levy, as per Annex 2)																					
(f) Recovery Rate for Indirect Costs: (section 2, para. 17(a) of Framework Arrangement)	8%																					
(g) Contribution Disbursement Schedule: (section 2, para. 18 of Framework Arrangement)	<input type="checkbox"/> The Contribution will be transferred in full <input checked="" type="checkbox"/> The Contribution will be transferred in accordance with the following schedule: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th></th> <th>Payment due date</th> <th>UK£/Amount</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>1 June 2022</td> <td>£434,727.50</td> </tr> <tr> <td>2.</td> <td>1 October 2022</td> <td>£434,727.50</td> </tr> <tr> <td>3.</td> <td>1 April 2023</td> <td>£437,915.00</td> </tr> <tr> <td>4.</td> <td>1 October 2023</td> <td>£437,915.00</td> </tr> <tr> <td>5.</td> <td>1 April 2024</td> <td>£389,733.50</td> </tr> <tr> <td>6.</td> <td>1 October 2024</td> <td>£389,733.50</td> </tr> </tbody> </table>		Payment due date	UK£/Amount	1.	1 June 2022	£434,727.50	2.	1 October 2022	£434,727.50	3.	1 April 2023	£437,915.00	4.	1 October 2023	£437,915.00	5.	1 April 2024	£389,733.50	6.	1 October 2024	£389,733.50
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(h) Electronic Remittance Advice to be sent to: (section 2, para. 7 of Framework Arrangement)	contributions@undp.org																					

2. I propose that this letter together with your confirmation by signature, below, that its terms are acceptable to UNDP, shall constitute a Contribution Arrangement between the United Kingdom and UNDP (the “Participants” and each separately a “Participant”) with respect to the Contribution, which shall enter into force on the date of your confirmation on behalf of UNDP.
3. The Contribution will be used exclusively for the purposes of the programme or project as indicated in paragraph 1(a) above, and as laid out in the relevant project document.

4. The Contribution will be disbursed subject to a disbursement schedule in accordance with paragraph 1(g) above. UNDP will submit a payment request to FCDO for each scheduled disbursement. Each payment request submitted in accordance with this paragraph should include the following information:
 - (a) All amounts received under previous disbursements in accordance with this Contribution Arrangement (in UK Pounds sterling and the equivalent amounts in US Dollars);
 - (b) Expenditures against previous disbursements and unutilised amounts remaining, if any (in US Dollars); and
 - (c) The amount requested for further disbursement.

In the event that the Contribution will be disbursed subject to a disbursement schedule in accordance with paragraph 1(g) above, that schedule may be amended by mutual consent of FCDO and UNDP.

5. This Contribution Arrangement shall be an arrangement supplementary to the Framework Arrangement concluded between the Participants. The terms of the Framework Arrangement will apply except as otherwise provided herein/in this Contribution Arrangement.
6. It is expected that the Contribution will be fully utilised by the End Date as stipulated in paragraph 1(b) of this Contribution Arrangement or as soon as practically possible after this date. Commitments entered into by UNDP after the End Date will require the prior agreement of FCDO, to be obtained in accordance with paragraph 7, below.
7. This Contribution Arrangement may be modified by written agreement between the Participants.
8. This Contribution Arrangement may be terminated by either Participant upon giving not less than three (3) months written notice to the other Participant. Upon receipt by one Participant of the other Participant's written notice of termination of this Contribution Arrangement, the Participants will take all reasonable and necessary measures to conclude the implementation of the Programme or Project and complete their activities in an orderly manner. In accordance with the foregoing, UNDP may apply any unutilized portion of the Contribution to permit the orderly conclusion of the Programme or Project, including the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Participants, and the settlement of contractual commitments or liabilities relating to or in connection with the Programme or Project, including in respect of any implementing partners, contractors, subcontractors, consultants or suppliers.
9. The Participants have a zero-tolerance approach towards sexual exploitation and abuse ("SEA") and sexual harassment ("SH") and agree to the terms set out in Annex 1.
10. In line with these terms, UNDP will promptly report all allegations of SEA credible enough to warrant an investigation through the Secretary-General's reporting mechanism (the

“Report”). When UNDP reports an allegation of SEA to, or becomes aware of an allegation reported through the Report that is (i) directly related to the activities funded by this arrangement or (ii) would have a significant impact on the partnership between UNDP and FCDO; UNDP will promptly notify FCDO at reportingconcerns@FCDO.gov.uk. UNDP will report allegations of sexual harassment measures taken through existing reporting mechanisms. Where UNDP has determined that allegations of sexual harassment would have a significant impact on the partnership between UNDP and FCDO, UNDP will promptly notify FCDO at reportingconcerns@FCDO.gov.uk.

11. Consistent with numerous applicable United Nations Security Council resolutions, including S/RES/1267 (1999), S/RES/1373 (2001) and related resolutions, the Participants are firmly committed to the international fight against terrorism and the financing of terrorism. It is the policy of FCDO to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. UNDP undertakes to use all reasonable efforts to ensure that this Contribution is not made available or used to provide support to individuals or entities associated with terrorism as designated by the United Nations Security Council sanctions regime list.

Confirmed for and on behalf of UNDP:

Name: Nick Beresford

DocuSigned by:

87B6354624D7437...

Title: Resident Representative

20-May-2022

Date: _____

Sincerely,



Liz McClymont, Portfolio Lead -
Eastern Neighbourhood

ANNEX 1: Tackling sexual exploitation and abuse and sexual harassment (SEAH)

a. Sexual exploitation and abuse

The Donor and the Recipient have a zero tolerance for inaction approach to tackling sexual exploitation and abuse (“SEA”).¹ This means the Recipient and its implementing partners will take all reasonable steps to prevent SEA by both its employees and any implementing partner and respond appropriately when reports of SEA arise, in accordance with their regulations, rules, policies and procedures.

Unless inconsistent with a specific regulation, rule, policy or procedure governing the Recipient, the Recipient will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse (Annex I) and the following principles and practices when implementing the activities under this arrangement and provide evidence to demonstrate this where required:

- a) Adherence to the IASC-Minimum Operation Standards on “Protection from sexual exploitation and abuse by own personnel” and/or [the] SEA elements of the Core Humanitarian Standard on Quality and Accountability;
- b) A victim/survivor-centred approach² to SEA issues;
- c) Strong leadership and signaling on tackling SEA;
- d) Make all reasonable efforts to address gender inequality and other power imbalances;
- e) Reporting to enhance accountability and transparency;
- f) Ensure that SEA standards from this arrangement are reflected in funding templates with implementing partners, [for UN entities: by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners].

b. Sexual harassment

The Donor and the Recipient have a zero tolerance for inaction approach to tackling sexual harassment (“SH”).³ This means the Recipient will take all reasonable steps to prevent SH and respond appropriately when reports of SH arise, in accordance with its regulations, rules, policies and procedures.

¹ See UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse.

² A victim/survivor centered-approach is one for which the victim/survivor’s dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the UN Protocol on Allegations of SEA Involving Implementing Partners, the victim/survivor should be informed, consulted during the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the victim/survivor and/or handling information regarding the allegation will maintain confidentiality, ensure safety of the victim/survivor, and apply victim/survivor-centered principles which are safety, confidentiality, respect, and non-discrimination. When the victim/survivor is a child, the approach will consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

³ See the UN System Model Policy on Sexual Harassment and the UN Secretary-General’s Bulletin ST/SGB/2019/8 for the uniform definition of sexual harassment in the UN System.

Unless inconsistent with a specific regulation, rule, policy or procedure governing the Recipient, the Recipient will apply the following principles and practices when implementing the activities under this arrangement:

- a) A victim/survivor-centred approach to SH issues;
- b) Strong leadership and signaling on tackling SH;
- c) Make all reasonable efforts to address gender inequality and other power imbalances;
- d) Reporting to enhance accountability and transparency;

2. The Recipient will adhere to the following requirements:

a. Allegations of SEA

(i) The Recipient will promptly report all allegations of SEA credible enough to warrant an investigation through the Secretary-General's reporting mechanism (the "Report").

(ii) When the Recipient reports an allegation of SEA to, or becomes aware of an allegation reported through, the Report that is (i) directly related to the activities funded by this arrangement or, (ii) would have a significant impact on the partnership between the Recipient and the Donor, the Recipient will promptly notify [Donor point of contact] of the report made and the relevant arrangement number, if applicable and provide information containing the level of detail that the Recipient is aware of.

(iii) Upon request from the Donor, the Recipient agrees to provide further available relevant information the Recipient is aware of for allegations notified under paragraph 2a (ii) including about subsequent measures taken by the Recipient, unless disclosure of such information would be inconsistent with the Recipient's regulations, rules, policies and procedures concerning disclosure of information

b. Allegations of SH

(i) The Recipient will report allegations of sexual harassment and measures taken through existing reporting mechanisms.

(ii) Where the Recipient has determined that the allegations would have a significant impact on the partnership between the Recipient and the Donor, the Recipient will promptly notify [Donor point of contact] and provide information containing the level of detail of the existing reporting mechanisms.

(iii) Upon request from the Donor, the Recipient agrees to provide further available relevant information, that the Recipient is aware of unless disclosure of such information would be inconsistent with the Recipient's regulations, rules, policies and procedures concerning disclosure of information.

3. It is understood and accepted that the Recipient's arrangement to report on SEA and SH will be performed in accordance with the Recipient's regulations, rules, policies and procedures, including its rules on confidentiality, and is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.

4. When the Recipient becomes aware of reasonable suspicions, complaints or reports of SEA or SH by its personnel, the Recipient will, as appropriate under its regulations, rules, policies,

and procedures, take reasonable, swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for potential criminal matters), as appropriate and when safe to do so, after considering the wishes of the victim/survivor.

5. The Donor or any of its duly authorized representatives may, in accordance with agreed mutually accepted terms of reference, carry out reviews or evaluations or other assessment measures to verify the Recipient's zero tolerance for SEA and SH, provided that such measures are consistent with the single audit principle governing the UN, if applicable. The Recipient will fully cooperate within the scope of the terms of reference with any such reasonable requests by the Donor or any of its duly authorized representatives or agents to carry out such measures.

6. Any information or documentation provided in accordance with these provisions will be treated by the Donor with utmost discretion in order to ensure, *inter alia*, the probity of any investigation, protect sensitive information, ensure the safety and security of persons and respect the due process rights of all involved. The Donor will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to the Donor will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the Recipient. The Donor will obtain the express written authorization of the Recipient before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law applicable to the Donor and is not subject to the Recipient's privileges and immunities under international and/or national law (such as information/documentation constituting UN archives).

7. Unless the regulations, rules, policies, and procedures applicable to the Recipient are amended at an earlier stage, and/or there are other substantive changes to any of the referenced policies, processes or mechanisms, the above provisions are subject to possible review two years after the date of the Donors' mutual decision on their text with the Recipient. Any changes to the above provisions that may be mutually decided following such a review will take effect at least four years after the date of the Donors' mutual decision on the present text with the Recipient, until which time the above provisions will continue to apply.

ANNEX 2: COORDINATION LEVY
UNITED NATIONS GENERAL ASSEMBLY RESOLUTION A/RES/72/279

The present Annex is an integral part of the Agreement between the United Kingdom of Great Britain and Northern Ireland "the United Kingdom" and UNDP to support the Project - Supporting Public Administration Reform in Georgia, Phase 2 (Project No. 00127668).

Pursuant to paragraph 10(a) of United Nations General Assembly Resolution A/RES/72/279 (31 May 2018), the Donor agrees that an amount corresponding to 1% of the total contribution to UNDP shall be paid to finance the United Nations Resident Coordinator System. This amount, hereinafter referred to as the "coordination levy" will be held in trust by UNDP until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund, which has been established to finance the United Nations Resident Coordinator System and is managed by the United Nations Secretariat.

The Donor acknowledges and agrees that once the coordination levy has been transferred by UNDP to the United Nations Secretariat, UNDP is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies entirely with the United Nations Secretariat as the manager of the Resident Coordination System.

The Donor acknowledges and agrees the coordination levy does not form part of UNDP's cost recovery and is additional to the costs of UNDP to implement the activity or activities covered by the contribution. Accordingly, there is no obligation for UNDP to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by UNDP. As deemed necessary by the donor, however, especially where the scale of the resources concerned or reputational risk justify the refund transaction costs, the donor can submit a request for refund to the United Nations Secretariat directly.

UNDP will not administer the coordination levy. UNDP will not report on the use of the coordination levy. UNDP does not have any liability on the use of the coordination levy by the United Nations Secretariat. Clarifications on the administration, reporting and/or use of the coordination levy by the United Nations Secretariat shall be discussed by the Donor and the United Nations Secretariat on bilateral basis.

A Contribution of GBP 2,550,000 is made under the Agreement. Within this Contribution amount, the Donor is paying a coordination levy amount of GBP 25,248. This coordination levy amount will be transferred to UNDP at the bank account indicated in the Agreement immediately after its signature.