

**THIRD-PARTY COST-SHARING AGREEMENT
BETWEEN THE [Government of Denmark] (THE DONOR) AND
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**

NOTE FOR FILLING IN THIS AGREEMENT

HOW TO USE THIS AGREEMENT

This agreement should be used when the donor is a third party government that provides a contribution of \$100,000 and above. A "government" can be a national government or any branch of the government at the regional or local level duly authorized to enter into agreements with UNDP.

In several provisions throughout the agreement, you must choose in a consistent manner between references to either Programme or Project. Please choose the right one and delete the other one throughout the document.

In paragraph 2 of Article III (Administration and Reporting) you must choose between the reporting applicable to agreements of a foreseen duration of one year or less and those applicable to agreements of a foreseen duration of more than one year. This depends on the length of the project. Please delete the paragraph that is not relevant for the agreement.

Please delete this note and the footnotes after completing this document. Any proposed deviation to this agreement template must be cleared before signature by the Director of the Legal Support Office (LSO/BoM). In such a case, please highlight all of the deviations to claudio.lemma-pose@undp.org in LSO/BoM, along with any background information regarding the deviations. In addition, please send a completed Clearance Slip for signature.

NOTES FOR ENSURING COMPLIANCE WITH IPSAS

1. Schedule of payment: the agreement must specify a specific date for the release of each tranche in the schedule of payments and the currency of the UNDP bank account should be the same as the currency of the contribution. Conditions to the schedule of payments are not acceptable.
2. Inform the Donor to send UNDP an email to contributions@undp.org when the contribution has been sent, with the information as provided under Article 1 (b).
3. The Agreement enters into force on the day of the last signature.

DELETE THIS PAGE WHEN THE AGREEMENT HAS BEEN COMPLETED

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**THIRD-PARTY COST-SHARING AGREEMENT
BETWEEN THE GOVERNMENT OF DENMARK (THE DONOR) AND
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**

WHEREAS the Donor hereby agrees to contribute funds to UNDP on a cost-sharing basis (hereinafter referred to as "the Contribution") for the implementation of the "Development of evidence-based policy options and frameworks for the accommodation of refugees in countries affected by the Syria crisis" (hereinafter referred to as "the Project"), as described in the Project document, in Lebanon, Jordan and Iraq, and submitted to the Donor for information.

WHEREAS UNDP is prepared to receive and administer the Contribution for the implementation of the Project,

WHEREAS the Governments of the project countries have been duly informed of the Contribution of the Donor to the Project,

WHEREAS UNDP shall designate an Implementing Partner for the implementation of the Project (hereinafter referred to as the "Implementing Partner"),

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

Article I. The Contribution

1. (a) The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of nine million seven hundred eighty seven thousand, one hundred sixty one Danish Kroners (kr 9,787,161.00)¹. The Contribution shall be deposited in USD in the UNDP Contributions Account 3996034445

DK0830003996034445

SWIFT: DABADKKK

Bank code: 00018

Account code: 1002

DANSKE BANK (DENMARK)

Holmens Kanal 2-12 1092 Copenhagen K.

Denmark.

Schedule of payments²

Amount

¹ 1 USD = 6.53366 DKK; (total cost of project is 1,497,960 USD)

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Upon begin of project implementation
After first 10 months of project implementation

kr 5,872,296.6(DKK)
kr 3,914,864.4 (DKK)

(b) The Donor will inform UNDP when the Contribution is paid via an e-mail message with remittance information to contributions@undp.org, with copy to nada.bouari@undp.org, providing the following information: donor's name, UNDP Sub-regional Response Facility to the Syria crisis (Amman, Jordan), Project title, donor reference (if available). This information should also be included in the bank remittance advice when funds are remitted to UNDP.

3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended to be consistent with the progress of Project delivery.
4. UNDP shall receive and administer the payment in accordance with the rules, regulations, policies and procedures of UNDP.
5. All financial accounts and statements shall be expressed in United States dollars.

Article II. Utilization of the Contribution

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. 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 make available to UNDP the additional funds required.
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 It is recommended that country offices negotiate the number of installments to ensure at least six months' anticipated disbursements are funded with each installment. This will make processing of contributions and reporting more efficient for the country offices.

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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.

Article III. Administration and reporting

1. Project management and expenditures shall be governed by the rules, regulations, policies and procedures of UNDP and, where applicable, the rules, regulations, policies and procedures of the Implementing Partner.
2. UNDP shall provide to the Donor the following reports in accordance with UNDP accounting and reporting procedures.
 - (a) From the country office (or relevant unit at headquarters in the case of regional and global projects) an annual status report of Project progress for the duration of this Agreement, as well as the latest available approved budget.
 - (b) From UNDP Bureau of Management/Office of Finance and Administration, an annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year.
 - (c) From the country office (or relevant unit at headquarters in the case of regional and global projects) within six months after the date of completion or termination of this Agreement, a final report summarizing Project] activities and impact of activities as well as provisional financial data.
 - (d) From UNDP Bureau of Management/Office of Finance and Administration, on completion of the Project], a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the Project.
2. If special circumstances so warrant, UNDP may provide more frequent reporting at the expense of the Donor. The nature and frequency of this reporting shall be detailed in an annex to this Agreement.

Article IV. 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,

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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.

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. Evaluation

All UNDP Programmes and Projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Governments of the project countries in consultation with other stakeholders will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating a 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.

The project will undergo a final evaluation by external consultant/s for which funds have been allocated in the budget. The final evaluation will be commissioned by UNDP. Terms of Reference for the assignment will be agreed upon in consultations with the Donor

Article VI. Equipment

Ownership of equipment, supplies and other properties financed from the Contribution shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

Article VII. Auditing

The Contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of UNDP. Should the annual Audit Report of the UN Board of Auditors to its governing body contain observations relevant to the Contribution, such information shall be made available to the Donor by the country office.

Article VIII. Completion of the Agreement

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1. UNDP shall notify the Donor when all activities relating to the Project have been completed in accordance with the Prodoc.
2. Notwithstanding the completion of the Project, UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Project have been satisfied and Project activities brought to an orderly conclusion.
3. If the unutilized funds 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.
4. In cases where the Project is completed in accordance with the project document any funds below kr 32,688 DKK (thirty two thousand and six hundred eighty eight Danish Kroners³) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP in consultation with the donor. Any funds above kr 32,688 DKK (thirty two thousand and six hundred eighty eight Danish Kroners) that remain unexpended after all commitments and liabilities have been satisfied shall be returned to the Donor.

Article IX. Termination of the Agreement

1. This Agreement may be terminated by UNDP or by the Donor after consultations between the Donor, UNDP and the programme country Government, and provided that the funds from the Contribution 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 Agreement 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 this Agreement.
2. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of all or the part of the Project have been satisfied and Project activities brought to an orderly conclusion.
3. In cases where this agreement is terminated before Project completion any funds below kr 32,688 DKK (thirty two thousand and six hundred eighty eight Danish Kroners) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above kr 32,688 DKK (thirty two thousand and six hundred eighty eight Danish Kroners) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Donor.

Article X: Notice

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

³ 5,000 USD (five thousand US Dollars)

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- (a) To the Donor: Ms. Karin Marianne Eriksen
RDPP Programme Coordinator
Department for Humanitarian Action, Civil Society and Personnel Assistance
kareri@um.dk

Address: Ministry of Foreign Affairs of Denmark, Asiatisk Plads 2, 1448 Copenhagen K, Denmark

- (b) Upon receipt of funds, UNDP shall send an electronic receipt to the Donor email address provided below as confirmation that the remitted funds have been received by UNDP

Donor email address: kareri@um.dk
Attention: Karin Marianne Eriksen, RDPP Programme Coordinator

- (c) To UNDP: Ms. Nada Bouari, Partnerships Advisor
nada.bouari@undp.org

Address: United Nations Development Programme

P.O. Box 941631
Amman, 11194 Jordan

Article XI. 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 XII. 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 and shall end 18 months after it enters into force.

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

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For the Donor:
(Name) Karin Marianne Eriksen
(Title) RDPP Programme Coordinator
(Date) 30/06/2016



For the United Nations Development Programme:
(Name) Khaled Abdelshafi
(Title) UNDP RBAS Regional Hub Director
(Date) 30/06/2016



ANNEX 1: REPORTING

Complementing Article III, it is agreed that UNDP will provide the following reports/updates:

1. One update of 3-5 pages approximately including: the status of indicators' targets, together with a narrative summary about the implementation progress and one simple table with provisional basic financing details (received-spent, based on the budget approved), by 15th November 2016 and 15th November 2017 (no specific template).
2. A full interim report by 15th June 2017 (no specific template, but it should include the status of indicators and targets, as well as financial data in a comparable manner against the approved project document).
3. Final narrative report with provisional financial data by 15th June 2018 (no specific template, but it should include the information in a manner that can be compared to the indicators, targets and budget approved in the project document).

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