

UN TO UN TRANSFER AGREEMENT

A. SUMMARY OF ACTIVITIES

Title: Ensuring Adequate Personal Protective Equipment for St Kitts and Nevis' COVID-19 Response

Start/End Dates: Activities start date: 15 September 2021
Activities end date: 15 March 2022

Location: St Kitts and Nevis

Contribution Amount: \$291,262 USD (the "Contribution")

Contributing UN Entity: United Nations Office for South to South Cooperation UNOSSC (UNDP)

Recipient UN Entity: United Nations Children's Fund (UNICEF), Office for the Eastern Caribbean Area

Purpose: Procurement of PPE (medical equipment and supplies) and equipment for health care workers in St Kitts and Nevis to prevent the spread of COVID-19.

Annexes: Approved project document. Workplan and budget.

In the event that the terms in the Annex(es) are inconsistent with those in this Agreement, then the terms in the latter shall govern and prevail.

Expected outcome: Increased capacity to maintain health coverage and access during the COVID-19 pandemic.

The Ministry of Health has access to equipment and supplies to reduce preventable morbidity, mortality of COVID-19.

UNICEF will be fully responsible for administering the Contribution in accordance with its financial regulations, rules, policies, procedures and administrative instructions, and for undertaking the Activities efficiently and effectively.

B. BUDGET

The total budget for the Activities is 291,262 in USD, as more fully described below.

Summary of activities and BUDGET¹	Annual (Years 1 (6 months))	Total (all years)
Total programmable amount, including direct costs	277,393	277,393
Indirect support costs	13,870	13,870
Grand total	291,262	291,262

The Contributing UN Entity will not be responsible for any financial commitment or expenditure made by the Recipient UN Entity that exceeds the Budget for the Activities. The Recipient UN Entity will promptly advise the Contributing UN Entity any time when the Recipient UN Entity 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 UN Entity will have no obligation to provide the Recipient UN Entity with any funds or to make any reimbursement for expenses incurred in excess of the Budget as set forth herein.

C. COSTS RECOVERY

The Recipient UN Entity's support costs, determined in accordance with its cost recovery policy, will be paid from the Contribution, in accordance with the Budget.

D. REPORTING

Narrative reporting:

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

UNICEF East Caribbean Area Office will submit to UNOSSC a narrative report after six months of project implementation, which is the duration of the project.

In addition, monthly updates of two-three bullet points will be emailed to the UN Office for South-South Cooperation (UNOSSC). This will start from inception until the conclusion of the project and will provide inputs to UNOSSC' monthly updates to all partners.

Financial Reporting:

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

UNICEF Office for Eastern Caribbean Office will submit to UNOSSC a Financial Report for each quarter for the duration of the project.

E. CONTRIBUTIONS

The Contribution paid by the Contributing UN Entity shall match the Budget and will be paid in instalments according to the following schedule.

Schedule of payment:

21 September 2021: US \$291,262

The Contributing UN Entity acknowledges that the Recipient UN Entity will not pre-finance the 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 UN Entity with immediate effect.

The Contribution will be paid into the following account:

Account Details: UNICEF NY Cashier's Account No: 1
Name of Bank: JP Morgan Chase Bank
Account Title: UNICEF
Account Number: 014-1-076224
SWIFT Code: CHASUS33
ABA Routing Number: CHIPS ABA 0002 UID 259366 or via Fed Wire 0210 00021
Currency: US Dollars
Bank Address: International Agencies Banking
277 Park Avenue 23rd Floor
New York, NY 01072-0003

When making such transfers the Contributing Agency will notify the Recipient Agency, in this case UNICEF East Caribbean Area Office, Aloys Kamuragiye, Representative, email: akamuragiye@unicef.org copied to ecapayments@unicef.org and tradosavljevic@unicef.org, and also for the Attention of gssccashier@unicef.org and cudfam@unicef.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

Unless otherwise agreed in writing, all intellectual property rights over materials which were developed by the Recipient UN Entity as a result of the Activities will belong to the Recipient UN Entity.

G. CORRESPONDENCE

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

[United Nations Office for South to South Cooperation UNOSSC (UNDP)]

UNOSSC: Ines Tofalo, UNOSSC focal Point for India-UN Development Partnership Fund

Email: ines.tofalo@unoss.org

Address:

UNICEF: Dr. Aloys Kamuragiye, Representative.

Email: akamuragiye@unicef.org

Phone: +1 246-467-6172; **Mobile:** +1(246) 836-9972

Address: UNICEF Office for the Eastern Caribbean Area, 1st Floor, UN House Marine Gardens | Christ Church, Barbados

H. AMENDMENTS

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

I. COMPLETION OF THE ACTIVITIES

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

The Recipient UN Entity 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. EXPIRY AND TERMINATION OF THIS AGREEMENT

This Agreement will expire 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 UN Entity 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 UN Entities 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 expiry or termination of this Agreement and following the submission of the final financial report, any unspent balance from the Contribution will be returned to the Contributing UN Entity, unless otherwise agreed in writing by the UN Entities.

L. INTEREST

Unless otherwise agreed by the UN Entities based on requirements of the Funding Source as applicable, any interest accrued on the Contribution shall be treated according to the Recipient UN Entity's policies and procedures.

M. DATA PROTECTION

The UN Entities will ensure an appropriate protection of personal data in accordance with their respective regulations, rules, policies, and procedures with due regard to the Personal Data Protection and Privacy

Principles.² The UN Entities acknowledge and agree that “personal data” is defined as information relating to an identified or identifiable natural person (data subject) that is processed by, or on behalf of, the respective UN Entities concerned.

N. SETTLEMENT OF DISPUTES

The UN Entities 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 UN Entity has notified the other UN Entity 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 Director of UNICEF and the Director of UNOSSC, failing which the matter shall be referred to the Secretary-General for resolution.

O. ENTRY INTO FORCE AND VALIDITY

This Agreement will enter into force upon its signature by the authorized representatives of the UN Entities and remain in force until it expires or is terminated in accordance with Section J above.

P. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UN Entities.

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

Signed: Adel Abdellatif
On behalf of the UNOSSC (UNDP):
Adel Abdellatif,
Director a.i. UNOSSC

Date: 01-Nov-2021

Signed: Dr. Aloys Kamuragiye
On behalf of UNICEF:
Dr. Aloys Kamuragiye,
Representative, UNICEF Office for the Eastern Caribbean Area

Date: 01 November 2021

² Available at: www.unsceb.org/personal-data-protection-and-privacy-principles