

COST-SHARING AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME
AND
THE NATIONAL FOUNDATION FOR CIVIL SOCIETY DEVELOPMENT

WHEREAS the United Nations Development Programme (hereinafter referred to as "UNDP") and The National Foundation For Civil Society Development (founded by the Republic of Croatia) (hereinafter referred to as the "National Foundation") have agreed to co-operate in the implementation of the project "Better together for Roma in Croatia" in the Republic of Croatia (hereinafter referred to as "the Project"), as described in the Project document - Better together for Roma in Croatia Project no 00085362/ "Area-based approach for Roma inclusion at local level in Croatia (Local Roma Social Inclusion)", in Republic of Croatia, and submitted to the National Foundation For Civil Society Development.

WHEREAS the National Foundation has informed UNDP of its willingness to contribute funds from the amount within the framework of NGO Programme in Croatia of EEA and Norway Grants (hereinafter referred to as "EEA/NG") (hereinafter referred to as "the Contribution") to the UNDP on a cost-sharing basis to increase the resources available for the Project;

WHEREAS the UNDP shall act as an Project Promotor - Implementing Partner for the implementation of Project financed from the Contribution (hereinafter referred to as "Implementing Partner")

NOW THEREFORE, UNDP and the National Foundation hereby agree as follows:

Article I

1. The National Foundation shall, in the manner referred to in paragraph 2 of this Article, place at the disposal of UNDP the Contribution of 100.000,00 EUR.
2. The National Foundation, in accordance with the schedule of payments set out below, deposit the Contribution in the following bank account:

United Nations Development Programme
Bank of America
112 Avenue Cleber
CS71652, Paris
CEDEX16, 75733 France
Acc.no. 30238172
SWIFT: BOFAFRPP
IBAN: FR76 4121 9160 1000 0302 3817 252

<u>Date payment due</u>	<u>Amount (stated currency)</u>
(a) 15 April 2015.	30,000.00EUR
(b) 15 July 2015.	30,000.00EUR
(c) 15 October 2015.	30,000.00EUR
(d) 20 May 2016.	10,000.00EUR

3. The National Foundation will inform UNDP when the Contribution is paid via an e-mail with remittance information to contributions@undp.org, providing the following information: National Foundation name, UNDP country office, Better together for Roma in Croatia Project no. 00085362 "Area-based approach for Roma inclusion at local level in Croatia (Local Roma Social Inclusion)". This information should also be included in the bank remittance advice when funds are remitted to UNDP.
4. The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UNDP of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UNDP shall inform the National Foundation with a view to determining whether any further financing could be provided by the National Foundation. Should such further financing not be available, the assistance to be provided to the Project may be reduced, suspended or terminated by UNDP.
5. The above schedule of payments takes into account the requirement that Contributions shall be paid in advance of the implementation of planned activities. It may be amended to be consistent with the progress of project delivery.
6. All financial accounts and statements shall be expressed in United States dollars.
7. UNDP may agree to accept Contributions in a currency other than United States dollars provided such currency is fully convertible or readily usable by UNDP and subject to the provisions of paragraph 6 above. Any change in the currency of the Contribution shall be made only in agreement with UNDP.
8. Any interest revenue attributable to the Contribution shall be credited to the UNDP Account and shall be utilized in accordance with established UNDP procedures.

Article II

1. In accordance with the decisions and directives 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 7%. Furthermore, as long as they are unequivocally linked to the specific 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 III

1. The Contribution shall be administered by the UNDP in accordance with UNDP regulations, rules, policies and procedures, applying its normal procedures for the execution of its projects.
2. Project management and expenditures shall be governed by the regulations, rules, policies and procedures of UNDP and, where applicable, the regulations, rules, policies and procedures of the Implementing Partner.

Article IV

1. The implementation of the responsibilities of the UNDP as the Implementing Partner pursuant to this Agreement and the relevant project document shall be dependent on receipt by the UNDP of the Contribution in accordance with the schedule of payments set out in Article I, paragraph 2, above. UNDP shall not start 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 due to inflationary factors, fluctuation in exchange rates or unforeseen contingencies) UNDP shall submit to the National Foundation on a timely basis a supplementary estimate showing the further financing that will be necessary. The National Foundation shall use its best endeavors to make available to UNDP the additional funds required.

3. If the Contribution referred to in Article I, paragraph 2, 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 National Foundation or other sources, the assistance to be provided to the Project under this Agreement may be reduced, suspended or terminated by UNDP.

Article V

Ownership of equipment, supplies and other property 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 VI

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.

UNDP agrees to provide clarification in response to any queries arising from the disclosure of audit reports. In case an audit of the Project identifies shortcomings, UNDP shall provide the National Foundation with details of any such findings as well as the measures taken to address them in accordance with UNDP regulations, rules, and procedures.

Article VII

UNDP shall provide the National Foundation on request with financial and other reports prepared in accordance with UNDP reporting procedures.

Article VIII

1. UNDP shall notify the National Foundation when all activities relating to the Project have been completed in accordance with the Project Document (hereinafter referred to as a Project Document / Prodoc) .
2. Notwithstanding the completion of all activities relating to the Project, UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the activities financed by the Contribution have been satisfied and these activities brought to an orderly conclusion.

3. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNDP shall notify the National Foundation and consult with the National Foundation on the manner in which such commitments and liabilities may be satisfied.

Article IX

1. After consultations have taken place between the two Parties to this Agreement 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 may be terminated by UNDP or by the National Foundation. The Agreement shall cease to be in force thirty days after either of the Parties may have given notice in writing to the other Party of its decision to terminate the Agreement.
2. If the unutilized Contribution-payments, together with other funds available to the Project, are insufficient to meet such commitments and liabilities, UNDP shall notify the National Foundation and consult with the National Foundation on the manner in which such commitments and liabilities may be satisfied.
3. Notwithstanding termination of this Agreement, UNDP shall continue to hold unutilized funds until all commitments and liabilities incurred in implementation of the activities financed by the Contribution have been satisfied and these activities brought to an orderly conclusion.

Article X

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

(a) To the National Foundation:
Address: Štrigina 1a, 10000 Zagreb, Croatia

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

National Foundation email address: razvoj1@zaklada.civilnodrustvo.hr
Attention: Ms. Cvjetana Plavša-Matić

(c) To UNDP: Ms. Sandra Vlašić, Head of Office

Address: Radnička cesta 41, 10000 Zagreb, Croatia
United Nations Development Programme

Article XI

This Agreement shall enter into force upon the signature of this Agreement by parties hereto, on the date of the last signature.

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

For the National Foundation:

Name: Cvjetana Plavša-Matić
Title: Director of the National Foundation
Date: 10/4/2015
Place: Zagreb, Croatia

zaklada za razvoj
civilnoga
društva
Zagreb

For the United Nations
Development Programme

Name: Sandra Vlašić
Title: Head of Office
Date: 10/4/2015
Place: Zagreb, Croatia

