

**AGREEMENT BETWEEN [DONOR] AND UNDP REGARDING CONTRIBUTION TO THE
THEMATIC TRUST FUND FOR
CRISIS PREVENTION AND RECOVERY**

1. Pursuant to the Terms of Reference of the UNDP Thematic Trust Fund for Crisis Prevention and Recovery established by the Administrator of the United Nations Development Programme (UNDP) on 12 December, 2002, the [Donor] (the Donor) is making available a contribution (the Contribution) of Donor to be administered by UNDP in accordance with UNDP Regulations and Rules in line with the terms and conditions set out in the Terms of Reference of the above mentioned UNDP Thematic Trust Fund for Crisis Prevention and Recovery (CPR TTF).

The Contribution is intended for the Haiti Flash Appeal and will be channeled through the early recovery--country specific window of the CPR TTF.

2. a) The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of thirty thousand dollars (\$50,000). The contribution shall be deposited in:

UNDP Contributions Account No. 015-002284
JP Morgan Chase Bank
1166 Avenue of the Americas, 17th Floor, New York
SWIFT Address: CHASUS33

Reference: CPR TTF – Early Recovery Country Window – Flash Appeal Haiti

Schedule of Payments	Amount
Upon signature of this agreement	\$50,000

- b) The Donor will inform UNDP when the contribution is paid via an e-mail message with remittance information to contributions@undp.org
3. 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 7%. Furthermore, as long as they are unequivocally linked to the specific project(s), all direct costs of implementation, including the costs of executing entity or implementing partner, will be identified in the project budget against a relevant budget line and borne by the project accordingly.
4. The Contribution shall be used exclusively for the purposes for which it is intended as stated in Article 1 above.
5. UNDP headquarters and country office shall provide to the Donor all or parts of the following reports, prepared in accordance with UNDP accounting and reporting procedures:
- 5.1 For Agreements of one year or less:
- a) 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 the Agreement, a final report summarizing programme/project activities and impact of activities as well as provisional financial data;

- b) From UNDP Bureau of Management/Office of Finance and Administration, an annual certified financial statement as of 31 December to be submitted no later than 30 June of the following year;
6. After consultations have taken place between the Donor and UNDP and provided that the payments already received are, together with other co-mingled funds available to the programme/project, sufficient to meet all commitments and liabilities incurred in the execution/implementation of the programme/project, this Agreement may be terminated by UNDP or by the Donor. The Agreement shall cease to be in force 30 (thirty) days after either of the Parties has given notice in writing to the other Party of its decision to terminate the Agreement.
 7. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold unutilized payments until all commitments and liabilities incurred in the execution/implementation of all or the part of the project, for which this Agreement has been terminated, have been satisfied and project activities brought to an orderly conclusion.
 8. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be disposed of by UNDP in consultation with the Donor and in accordance with UNDP Regulations and Rules.
 9. 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 biennial Audit Report of the Board of Auditors of UNDP to its governing body contain observations relevant to the contributions, such information shall be made available to the Donor.
 10.
 - a) The Donor shall not use the UNDP name or emblem, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of UNDP in each case. In no event will authorization be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Donor, its products or services.
 - b) The Donor acknowledges that it is familiar with UNDP's ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.
 - c) The Donor may make representations to its shareholders and internal budget officials as required about the fact of the contribution to UNDP. Any other use of the UNDP name or emblem, and any other form of recognition or acknowledgement of the contribution of the Donor are subject to consultations between the Parties, and the prior written agreement of UNDP.
 - d) UNDP will report on the contribution to its Executive Board in accordance with its regular procedures regarding contributions from private donors. Other forms of recognition and acknowledgement of the contribution are subject to consultations between the Parties, but the manner of such recognition and acknowledgement shall be determined at the sole discretion of UNDP.
 11.
 - a) The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with UNCITRAL Conciliation

Rules then obtaining, or according to such procedure as may be agreed between the parties.

- b) Any dispute, controversy or claim between the Parties arising out of or relating to this agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
12. Nothing in this agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.
13. This Agreement shall enter into force upon signature and deposit by the Donor of the first payment to be made in accordance with the schedule of payments set out in Article 2 of this Agreement.

Name and Designation: Far East Broadcasting Company - Korea

Place, Date: February 18, 2010

For the [Donor] UNDP - HAITI APPEAL

Signature Jong hwa cho

Name and Designation: _____

Place, Date: _____

For the United Nations Development
Programme

Signature