

SIGNATURE PAGE
Country: Islamic Republic of Iran

UNDAF Outcome: Environment; Responsible GOI agencies formulate, implement and monitor low carbon economy and climate change policies and programmes more effectively.

CPD Outcome: Responsible government agencies formulate, implement and monitor integrated natural resource management, low carbon economy, and climate change policies and programmes more effectively

CPD Output: The Islamic Republic of Iran's institutional capacities to meet HCFC and POP phase out commitments are enhanced

UNDP Strategic Plan 2018-2021, IRRF Output 2.4.1: promoting nature - based solutions for a sustainable planet including the use of sustainable production technologies

Implementing Partner: Department of Environment / National Ozone Unit

Project Title: Institutional Strengthening, Phase XII
Award ID/Project ID: 00116819/ 00113803

Project short title: Institutional Strengthening, Phase XII
Project Duration: 1 April 2019 to 31 March 2021
Management Arrangement: National Execution
MLF Reference: IRA/SEV/82/INS/231

Total Budget USD \$222,094

Allocated resources: USD \$222,094

Multilateral Fund for the Implementation of the Montreal Protocol

Agreed by Department of Environment:

Dr. Mohammad Masoud Agha
Mohammad Hossein Tajrishi
Deputy Head for Human Environment
Masoud Agha
Department of Environment

Date:

06/03/2019

Signature:

R. Bilgrami

Agreed by United Nations Development Programme:

Ms. Razina Bilgrami
UNDP Resident Representative a.i.

Date:

Signature:



**United Nations Development Programme
Project of Islamic Republic of Iran**

Project Document

**Institutional Strengthening for the Phase-out of Ozone Depleting Substances
Under the Montreal Protocol – Phase XII**

Brief Description:

This project will extend the institutional strengthening support for an additional two years from April 2019 to March 2021 to the National Ozone Layer Protection Unit, Department of Environment of the Government of the Islamic Republic of Iran. This extension will continue the efforts of the Government in coordinating all activities to effectively and efficiency phase out ODS through the adoption of the policy, technological and monitoring procedures covering the project and programmes specified in the attached Plan of Action. Management arrangement, Monitoring and Evaluation Framework can be found in the related project “HCFC Phase-out Management Plan for Iran – UNDP Component: [IRA/PHA/77/INV/226].”

Legal Context:

All legal related issues to this project will be referred to and addressed in Legal Annex (Annex I) of this agreement. The Project Document shall be governed by special procurement procedures applicable to the Montreal Protocol Programme. The project will be implemented in accordance with the Agreement between Executive Committee of the Multilateral Fund for the Implementation of the Montreal Protocol and UNDP signed on 21 August 1991 and the project proposal approved by the Executive Committee at its 82nd Meeting.



Total Project Work Plan and Budget

Award ID	00116819								
Project ID	00113803								
Project Title	Institutional Strengthening, Phase - XII								
Executing Agency	National Ozone Layer Protection Unit (OLPU), Department of Environment (DOE)								
ATLAS Activity	Responsible Party (Implementing Agency)	Source of Funds	Donor Code	ATLAS Code	ATLAS Budget Description	Amount (USD) 2019	Amount (USD) 2020	Amount (USD) 2021	Total (USD)
Activity1: Institutional Strengthening	OLPUs	63030	10009	71400	Contractual Services - Individuals	50,000	97,000	33,000	180,000
			10009	72200	Equipment	2,000	3,000	-	5,000
			10009	75700	Training, Workshops and Confer	12,000	13,000	-	25,000
			10009	71600	Travel	500	500	-	1,000
			10009	74500	Miscellaneous Expenses	2,500	2,500	1,094	6,094
			10009	72500	Supplies	2,000	2,000	1,000	5,000
Total						69,000	118,000	35,094	222,094

Source of Funds:

Source	Amount (USD)
UNDP (MLF)	222,094
Total	222,094

TERMINAL REPORT (PHASE – XI, 4/2017-3/2019) AND REQUEST FOR EXTENSION OF INSTITUTIONAL STRENGTHENING FUNDING (PHASE-XII, 4/2019-3/2021)

Sections 1 to 12 and 15 to be completed by the country concerned prior to transmission to the implementing agency for comments in 14.

1. Country: **Islamic Republic of Iran**
2. National implementing agency/ozone unit: **National Ozone Layer Protection Unit (OLPU), Department of Environment**
3. Implementing agency: **United Nations Development Programme (UNDP)**
4. Institutional strengthening (IS) project phases (approved):

Phase	Duration (dd/mm/yy)	Multilateral Fund funding (approved)	Multilateral Fund funding (disbursed)
I	January 1993 - December 1995	US\$ 200,200	US\$ 200,200
II	January 1998 - December 1999	US\$ 133,470	US\$ 133,470
III	January 2001 - December 2002	US\$ 133,470	US\$ 133,470
IV	January 2003 - December 2004	US\$ 173,511	US\$ 173,511
V (1 st Year)	January 2005 - December 2005	US\$ 86,755	US\$ 86,755
V (2 nd Year)	January 2006 - December 2006	US\$ 86,756	US\$ 86,756
VI (1 st year)	January 2007 - December 2007	US\$ 86,756	US\$ 86,756
VI (2 nd year)	January 2008 - December 2008	US\$ 86,756	US\$ 86,756
VII	January 2009 - December 2010	US\$ 173,511	US\$ 173,511
VIII	January 2011 - December 2012	US\$ 173,511	US\$ 173,511
IX	January 2013 - March 2015	US\$ 173,511	US\$ 173,511
X	April 2015 - March 2017	US\$ 173,511	US \$173,511
XI	April 2017 - March 2019	US\$ 222,094	US\$ 134,137*

*The disbursement as of 15 Sep 2018. The remaining balance will be disbursed for planned activities by the end of March 2019.

5. a) Reporting period (mm/yy to mm/yy): **April 2017 to September 2018**
 b) Requested (phase funding (US \$), and period): **Phase-XII (US\$ 222,094) for April 2019 to December 2021**

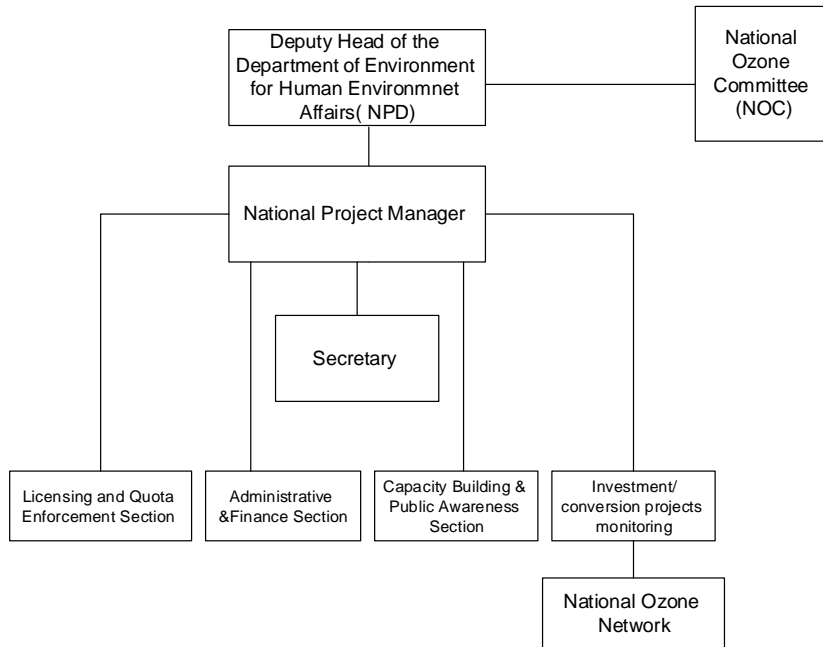
6. Data reporting:

Reporting requirement	Reported		Year Reported	Year submitted
	Yes	No		
Article 7	✓	X	01/01/2016, 01/01/2017	28/06/2017, 18/06/2018
Country programme implementation	✓	X	01/01/2016, 01/01/2017	01/05/2017, 01/05/2018

7. Describe the role and position of the National Ozone Unit (NOU) within the national administration, the way its work is supervised and its access to senior decision-makers (this may include cooperation with steering committees, advisory groups or inter-ministerial bodies).

The NOU, as the focal point for implementation of the Montreal Protocol (MP) activities in the country, is working under the direct supervision of the Deputy Director of the Department of the Environment (DOE). Director of DOE is a Vice President in the Government of the I.R. of Iran. The NOU is functionally treated as part of DOE and is obliged to report to DOE on a quarterly basis. The NOU is called Ozone Office. The Ozone Office Manager reports to the inter-ministerial National Ozone Committee (NOC). The National Ozone Committee acts as the highest decision-making body for the implementation of MP in the country and is represented by delegates from the Ministries of Industry, Mines and Commerce, Agriculture, Foreign Affairs, Meteorological Organization, Management, and Planning Organization, Petroleum, Customs Administration, and Department of the Environment.

Organogram



8. Indicate the total number of staff in the NOU: 8
- How many are paid under the IS? Full time: 7 Half time: 1
 - How many are paid by the Government? _____ Full time _____ Half time _____

9. Is the unit fully staffed?

YES NO

If no, explain _____

10. Please provide details on the status of the implementation of the activities approved from the previous IS phase and planned activities for the requested phase. Please add specific performance indicators.

Objectives (please add as necessary)	Activities in the current phase	Achievements in the current phase (specify phase XI/SEP/2018)	Planned activities in the next phase (specify phase XII /Dec/2021)	Expected results for the next phase

Objective 1: Adoption/implementation of ODS legislation and regulation to control and monitor ODS consumption				
Enforcement of Quota and Licensing System	<ul style="list-style-type: none"> - Operationalizing electronic process of importation of HCFCs and HCFCs-based equipment and customs clearance through a national online system called “Single Window” in cooperation with National Ozone Network and Customs Administration. - Coordination and cooperation with the Trade Promotion Organization for the implementation of quota and licensing mechanism. 	<ul style="list-style-type: none"> - The online system operationalized and National Ozone Network was capacitated through continuous training on how to properly handle importation process of HCFCs and HCFCs -based equipment to issue importation license through online system of “Single Window”. - Compliance with the control targets set for HCFCs consumption under the Montreal Protocol’s scheduled to phase down of HCFCs 	<ul style="list-style-type: none"> -Continuous coordination among the stakeholders including Trade Promotion Organization, Customs Administration and National Ozone Network for the proper and sound operation of the online licensing and enforcement of Quota System <p>(Performance Indicator)</p> <ul style="list-style-type: none"> - Overseeing and monitoring the use of HCFCs and HCFC based equipment in the country 	<ul style="list-style-type: none"> -Montreal Protocol's reduction targets for Phase-down of HCFCs complied.
Enforcement of control measures to sustain ODSs phase out	<ul style="list-style-type: none"> - Licensing clearances were issued for the import of ODS-free goods and products in joint collaboration with the Customs Department and Trade Promotion Organization (TPO) on a regular basis. - Coordination and cooperation between NOU and Plant Protection Organization was continued to monitor use of MeBr in QPS application as well as enforcement of the ban on using the substance in Non-QPS application as foreseen by the Montreal Protocol 	<ul style="list-style-type: none"> - Full compliance with the Montreal Protocol’s measures on the importation of the controlled substances under Annexes A, B, and E 	<ul style="list-style-type: none"> - Ban enforcement on the importation of the controlled ODSs excluding Annex C Group I 	<ul style="list-style-type: none"> - CFCs, Halons, MeBr (in Non-QPS application), Methyl Chloroform, Carbon tetrachloride phase out sustained

Monitoring illegal ODS trade (all ODS)	<p>- NOU continued collaboration with the Ministry of Industry, Mine and Trade and Customs Department and the Institute of Standardization and Industrial Research in the enforcement of licensing system, Customs data collection, and analysis, enforcement of control on the trade of ODS and ODS-containing products.</p> <p>-NOU continued to collaborate with the parties to the Montreal Protocol on the exchange of information under the framework of iPIC mechanism.</p>	<p>-Through collaboration with the Customs Administration, the country could seize a cargo encompassing about 11 tonnes of CFC-12</p> <p>- Contribution to the regional tracking of ODSs through iPIC online system</p>	<p>-To continue to cooperate and collaborate with the line bodies including the parties to the Montreal Protocol to prevent and combat the illegal trade of ODSs.</p>	<p>- ODSs phase out sustained through preventing illegal trade of ODSs in line with the Montreal Protocol's objectives.</p>
Ratification of Amendments to the Montreal Protocol	<p>-Analysis of the country's situation on the adoption of the alternatives as well as existing opportunities and obstacles toward ratification of the Kigali Amendment and inform key stakeholders/decision makers through National Ozone Committee</p>	<p>National Ozone Committee was informed on the pros and cons of the issue and the key stakeholders reached a common understanding of the problem. This will lead to facilitation of the of the ratification process of the KA</p>	<p>- Implement the Enabling Activity project in cooperation with Implementing agencies (UNDP as Lead and UNEP as co-operating) to create a basis to facilitate ratification process of the amendment</p>	<p>- Full compliance with provisions of the amendments and facilitating implementation of the Montreal Protocol's objectives</p>

Objective 2: Efficient and timely data collection and reporting				
Monitoring customs import/export	-Obtained data from Custom Administration and Trade Promotion Org. have been analyzed to make sure that the licensing system complies with the controlling measures.	- Compliance to the quota and licensing system to reduce HCFCs consumption was achieved. Country's compliance to the Montreal Protocol control targets set for 2016 and 2017 were assessed by an independent auditing firm and the report was sent to the MLFS to be considered as a prerequisite for next HPMP's tranche approval	- To continue close cooperation with the Customs Administration and Trade Promotion Organization on monitoring the importation data and issued licenses	- Sound implementation of the licensing and quota system to remain in compliance toward the Montreal protocol control targets was assured
Article 7 data reporting	- 2016 and 2017 Article 7 data prepared and submitted to the Ozone Secretariat	- 2016 and 2017 Article 7 data were submitted to the Ozone Secretariat on 28 June 2017 and 18 June 2018 respectively	- Preparation and submission of A7 data to the Ozone Secretariat for 2018 and 2019 by 30 May each year (Performance Indicator)	- A7 data timely submitted to the Ozone Secretariat.
Country programme data reporting	- The 2016 and 2017 Country Programme data prepared and submitted to the Multilateral Fund Secretariat	-The 2016 and 2017 Country Programme data were submitted to the Multilateral Fund Secretariat by 1st May 2017 and 2018 respectively.	- Preparation and submission of Country Programme data to Multilateral Fund Secretariat for 2018 and 2019 by 1st May each year (Performance Indicator)	- CP data timely submitted to the Multilateral Fund Secretariat.

Objective 3: Consultations and coordination with other national agencies/stakeholders

<p>Steering Committee</p>	<p>- Effective coordination among the key stakeholders enabled sound implementation of the regulatory and control measures to reduce HCFCs consumption as well as sustaining phase-out activities.</p>	<p>- In March 2017 and 2018, the National Ozone Committee was convened with the attendance of committee members. Records of decisions as well as the minutes of meetings are available at NOU.</p> <p>-IS Phase XI Project Board Meeting was held on 22nd May 2018.</p>	<p>- Continue close cooperation with the line bodies to avail the capacities of the overarching framework of the NOC</p>	<p>- Strong and effective policy and decision making mechanism secured</p>
<p>Industry associations</p>	<p>-Coordination with the RAC association as one the National Ozone committee members to adjust the licensing and quota mechanism.</p> <p>-Consultation with RAC Association to design and conduct a training programme in order to transfer technical know-how to the stakeholders of the RAC sector</p>	<p>- National Licensing and Quota system was enhanced through decisions and policies adopted in the National Ozone Committee held on March 2016 participated by the representatives of line-ministries and organizations. Decided by the meeting, each importer has to provide the registered brand name and is permitted to import according to pre-defined quota (subject to change) in each application.</p>	<p>- Coordination and cooperation with the RAC association to identify obstacles regarding HCFCs reduction and to adjust quota and licensing system when needed due to industry situation especially the demand for R22 consumption in the service sector.</p> <p>-Designed tailored training/ awareness raising programmes in consultation with industry association</p>	<p>- Quota and Licensing System enhanced.</p> <p>- Technical Knowledge of Target groups in serving sector improved and updated.</p>

Objective 4: Supervision of timely implementation of phase-out activities and reduction in ODS consumption				
HCFC phase-out management plan implementation	<ul style="list-style-type: none"> -Preparation and submission of the HPMP stage I final report -Coordination for the HPMP Stage-II 1st tranche -Coordination for the completion of the ongoing conversion projects under the Stage-I 	<ul style="list-style-type: none"> - Final report of HPMP was submitted to the Executive Committee of Multilateral Fund in April 2018 to be considered by the committee in its 81st meeting. -Coordination made to complete the remaining technical/financial affairs relevant to the conversion projects under the stage I of HPMP as a result, the stage I will be completed by November 2018. 	-Cooperation for the implementation of HPMP Stage-II	<ul style="list-style-type: none"> - Timely completion of the Stage II activities was ensured and the country enabled to comply with the commitment articulated in the HPMP stage II agreement
Halon Physical Bank Operation (UNIDO)	-Coordinating and cooperating with UNIDO and Mashhad Waste Management Organization (MWMO) to address demands for halon recovering and recycling	-The Halon recovery and recycling equipment was commissioned in 2016 and the center is ready to operate	- Coordinating and cooperating with MWMO and stakeholders to collect the Halon stocks to be recovered and recycled	- The Halon recovery and recycling center made operational and the need for recycled Halon satisfied

Objective 5: Awareness raising and information exchange				
Information dissemination to key stakeholders	<p>- Informative materials, more than 150 packages, including Ozone booklet, factsheets, CDs were disseminated to the stakeholders and the Ozone Day participants in 2017 and 2018</p> <p>-Booklet on Good Servicing Practices in the RAC sector was disseminated among the participants of 55 workshops held during 2017 and 2018.</p> <p>-The structure and content of the website was reviewed and updated and it can be accessed through www.iranozone.ir</p>	<p>- Key stakeholders from Government, Industry and civil society received the latest information on the protection of the Ozone Layer, UV radiation effect on life and the Montreal Protocol programme on the reduction of Ozone Depleting Substances.</p> <p>-Technicians from the RAC sector received the latest information on the good servicing practices to reduce emissions of ODSs and latest and updated information on the alternatives were provided to them. This can contribute to decreasing of the R22 demand especially in the service sector.</p>	<p>-Continue interaction with stakeholders from civil society, Industry and the Government on the Montreal Protocol's programme, alternative technologies and good practices, UV radiation and its effect on the life on earth</p>	<p>- Civil society, Industry stakeholders and the Government decision makers informed on the Montreal Protocol programmes and the know-how knowledge of the target groups elevated</p>

<p>International Ozone Day</p>	<p>- Coordination for the participation of the stakeholders from civil society, industry and line governmental bodies in the International Ozone Day in the Years 2017 and 2018</p>	<p>-2017 International Ozone Day (IOD) was held in September 2017 at the Department of Environment(DoE) with the participants from line-organization, ministries, and NGOs. Head of DoE, UN Resident Representative and other Government officials from Custom Administration, Institute of Standards and Industrial Research of Iran, Technical and Vocational Training Organization, the Renewable Energy and Energy Efficiency Organization and Head of RAC Association gave their speech in the event. Representatives from the National Ozone Network also attended 2017 IOD. The event was covered by the mass media</p> <p>- 2018 IOD was held at DoE on 17th September 2018 with the participants from the National Ozone Cells in provincial DoEs and other relevant Orgs and</p>	<p>- To organize and held International Ozone Day for 2019 and 2020 (Performance Indicator)</p>	<p>- Stakeholders from civil society, Industry, and public sector informed on the Montreal Protocol activities and related Ozone Layer issues.</p>
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		bodies. The event was covered by the mass media.		
Objective 6: Regional cooperation and participation to Montreal Protocol meetings				
Regional network participation	- Participation in the scheduled meetings of Regional Network of Ozone Officers	- A representative of NOU participated in the Joint Network Meeting of National Ozone Officers of South Asia, South-East Asia, and West Asia and the Twinning Workshop on Energy-Efficient and Climate-Friendly Refrigeration and Air Conditioning held from 8-12 April 2018 in Beijing, China. -A representative of NOU participated in the Network Meeting and Thematic Workshop of the National Ozone Officers of the South Asia Countries (SA) held from 23-26 May 2017 in India.	- Participate in the all scheduled Regional Network Meeting for the South Asia Network in 2018 and 2019 (Performance Indicator)	-Regional communication and interaction on MP related issues are strengthened.

Open-ended Working Group / Meeting of the Parties	- Participation in the scheduled OEWG and MoP meetings	-The Director of NOU participated in the thirty-ninth meeting of the Open-ended Working Group of the Parties to the Montreal Protocol on Substances that Deplete the Ozone Layer and the workshop on safety standards relevant to the use of low-global-warming-potential alternatives to hydrofluorocarbons held from 11 to 14 July 2017 in Bangkok	- Participate in the scheduled OEWG and MOP meetings in 2019 and 2020.	- The county position on various issues relevant to the Montreal Protocol and its amendments articulated and information on the MP, the proposals and the amendments updated
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11. Financial report:

Item of expenditure	Budget for the current phase (US \$)	Disbursement (for current phase) (US \$)		Estimated budget (for requested phase) (US \$)	Government funding (in-kind contribution) (US \$)	
		Actual	Obligated		Current phase	Requested phase
Staff insurance and consultants	203,094	107,848.98	95,245.02	180,000	0	0
Equipment	1,000	142.37	857.63	5,000	8,000	8,000
Operational cost (i.e. meetings, workshops, consultations, etc.)	10,000	14,438.81	-4,438.81	25,000	0	0
Public awareness	3,000	4,739.51	-1,739.51	5,000	0	0

Other *	5,000	6,966.9	-1,966.90	7,094	150,000	150,000
TOTAL	222,094	134,137	87,957	222,094	158,000	158,000

*Including misc costs and for Government funding, it includes office space and utility services

12. Please evaluate the IS performance in meeting the following indicators:

Indicator	Evaluation			Comments
	Very good	Satisfactory	Poor	
1. The effectiveness of import control measures	X			The effective quota and licensing mechanism resulted in compliance to the 2017 and 2018 control targets. NOU has been collaborating through the online system(the Single Window) with Custom Administration, Trade Promotion Organization and the National Ozone Network in provinces to monitor the issued licenses. The Quota System is being monitored through cooperation and data exchange between NOU and TPO .
2. Integration of ozone protection issues into national plans		X		The NOU is operating under direct supervision of DoE. It also is cooperating with other relevant organizations and ministries in national levels on the ODSs phase-out and implementation of the controlling measures. The National Ozone Committee plays an important role for on the implementation of the Montreal Protocol objectives in the country. The controlling measures to restrict and phase-down of HCFCs is effective through cooperation among NOU, the Trade Promotion Organization, the Customs Department and the Ministry of Industry, Mine and Trade.
3. Completion of phase-out projects		X		The ODSs alternatives survey has been completed and submitted to MFS. HPMP Stage I has been operationally completed by all agencies except UNIDO. UNIDO will be completed by November 2018. The PCR will be submitted to 83 rd ExCom
4. Efficient data reporting	X			The NOU reported the consumption and importation data of controlled substances in accordance to the Montreal Protocol reporting requirements and in a timely manner.

13. **Government endorsement:**

Action plan authorized by <i>(name)</i> :	<i>Dr. Mohammad Masoud Agha Mohammad Hossein Tajrishi</i>
Signature of authorizing authority:	
Title:	Deputy Head of the Department of Environment for Human Environment Affairs
Supervising Organization/Agency/Ministry:	Department of Environment
Date:	17 September 2018

14. **Submission of the action plan:**

Name of implementing agency:	UNDP
Name of Project Officer:	Anshu Kumar (Countersigned by Christine Wellington-Moore, Program Advisor)
Signature of Project Officer:	
Date:	19 September 2018
Comments of the implementing agency:	<p>Through effective management and monitoring of the Montreal Programme, the Government of Islamic Republic of Iran has successfully sustained phase-out of major ODS except for HCFCs. HPMP activities have been ongoing and its progress is being monitored by the National Ozone Unit.</p> <p>Continued and adequate MLF support will facilitate strengthening national management capacity to effectively implement and monitor HCFC phase-out, introducing further targeted policies and regulations, and sustaining awareness and commitment from stakeholders and the general public, so as to ensure the sustainability of ODS phase-out.</p>

	<p>It is noted with appreciation that the government of Iran, NOU, DoE has developed a unique software linking all the 31 provinces to control the Licensing system and submitted timely CP Data and A7 reports. The country has participated actively in network meeting held at Agra, China and Paris. Despite the political challenges faced by the country, the implementation of IS-XI project is on-going as planned.</p>
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15. **Executive summary: please provide summaries for the information required below in no more than one paragraph each. These paragraphs will be used in documents for the Executive Committee Meeting.**

a) Terminal report

The Islamic Republic of Iran, under the IS Project Phase-XI, has successfully sustained the ODSs phase out through effective enforcement of regulation, monitoring and collaboration with the key stakeholders. The IS project has been operating as the basis for the implementation of the HPMP, obtaining timely policy decisions on ODS phase-out, technical capacity building and awareness creation among stakeholders and adoption of legislative measures have been some of the major activities. The project capacities have been an essence of the attained outputs during the years of the plan. The Islamic Republic of Iran submits consumption data (A7 and CP) on time annually.

b) Plan of action

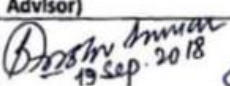

Iran, through the IS Phase-XII, will continue sustaining the achieved ODS phase-out and make use of the existing capacities to focus on defining and implementing policies and measures to systematically reduce consumption of HCFCs, controlling and monitoring consumption of all ODSs and monitoring HPMP Stage-II projects/activities in close coordination with all implementing agencies and relevant stakeholders. The IS project capacitates the Ozone Layer Protection Unit to cooperate nationally with the established Ozone Cells in provinces to implement ODS policy and controlling measures and carry out other awareness-raising and training activities.

Transmittal Letter

13. Government endorsement:

Action plan authorized by (name):	<i>Dr. Mohammad Masoud Agha Mohammad Hossein Tajrishi</i>
Signature of authorizing authority:	
Title:	Deputy Head of the Department of Environment for Human Environment Affairs
Supervising Organization/Agency/Ministry:	Department of Environment
Date:	17 September 2018

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Name of implementing agency:	UNDP
Name of Project Officer:	Anshu Kumar (Countersigned by Christine Wellington-Moore, Program Advisor)
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13



Annex I

Standard Annex to project document for use in countries which are not parties to the Standard Basic Assistant Agreement (SBAA)

Standard Text: Supplemental Provisions to the Project Document:

The Legal Context

General Responsibilities of the Government, UNDP and the Implementing Partner

1. The Government, assuming its overall responsibility, shall designate the Government Co-operating Agency named in the cover page of this document (hereinafter referred to as the “Co-operating Agency”) which shall be directly responsible for the implementation of the Government contribution to the project.
2. The Project Document, and the term as used in this Annex, includes the Country Programme Action Plan (CPAP) signed by the Government of Iran (The Government) on (signing date of the current CPAP), and the Annual Work plan (AWPs), together with this Annex attached to the AWPs.
3. UNDP project activities shall be carried out in accordance with the relevant and applicable resolutions and decisions to the competent UNDP organs, and subject to the availability of the necessary funds to UNDP. In particular, decision 2005/1 of 28 January 2005 of UNDP’s Executive Board approved the new Financial Regulations and Rules and, along with them, the new definitions of ‘Executing Entity’¹ and ‘Implementing Partner’² enabling UNDP to fully implement the new Common Country Programming Procedures resulting from the UNDP simplification and harmonization initiative.
4. All phases and aspects of the project shall be governed by and carried out in accordance with the relevant and applicable resolutions and decisions of the competent United Nations organs and the principles embedded in UNDP’s Financial Regulations and Rules, and in accordance with UNDP’s policies and procedures for such projects, and subject to the requirements of the UNDP Monitoring, Evaluation and Reporting System.
5. The Co-operating agency shall remain responsible for its part in UNDP-assisted development projects and the realization of their objectives as described in the Project Document.
6. Assistance under the Project Document is provided for the benefit of the Government and the people of the Islamic Republic of Iran. The Co-operating Agency shall bear all imputable risks of operations in respect of this project.

¹ Executing Entity shall mean, for UNDP programme activities carried out under the harmonized operational modalities established in response to General Assembly resolution 56/201, the entity that assumes the overall ownership over and responsibility for UNDP programme activities and the acceptance of accountability for results, and shall normally be the programme country Government.

² Implementing Partner shall mean, for UNDP programme activities carried out under the harmonized operational modalities established in response to General Assembly resolution 56/201, the entity to which the Administrator has entrusted the implementation of UNDP assistance specified in a signed document along with the assumption of full responsibility and accountability for the effective use of UNDP resources and the delivery of outputs, as set forth in such document.

7. The Co-operating Agency, in accordance with the Project Document, shall provide to the project the national counterpart personnel, training facilities, land, buildings, equipment and other required services and facilities.
8. The UNDP undertakes to complement and supplement the Co-operating Agency participation and will provide through the Implementing Partner the required expert services, training, equipment and other services within the funds available to the project.
9. Upon commencement of the project the Implementing Partner shall assume primary responsibility for project implementation and shall have the status of an independent contractor for this purpose. However, that primary responsibility shall be exercised in consultation with UNDP and in agreement with the Co-operating Agency. Arrangements to this effect shall be stipulated in the Project Document as well as for the transfer of this responsibility to the Co-operating Agency or to an entity designated by the Co-operating Agency during the implementation of the project.
10. Part of the Co-operating Agency's participation may take the form of cash contribution to UNDP. In such cases, the Implementing Partner will provide the related services and facilities and will account annually to the UNDP and to the Co-operating Agency for the expenditure incurred.

(a) Participation of the Government

1. The Co-operating Agency shall provide to the project the services, equipment and facilities in the quantities and at the time specified in the Project Document Budgetary provision, either in kind or in cash, for the Co-operating Agency's participation so specified shall be set forth in the Project Budgets.
2. The Co-operating Agency shall, as appropriate and in consultation with the Implementing Partner, assign a director for the project on a full-time basis. He shall carry out such responsibilities in the project as are assigned to him by the Co-operating Agency.
3. The estimated cost of items included in the Co-operating Agency contribution, as detailed in the project budget, shall be based on the best information available at the time of drafting the project proposal. It is understood that price fluctuations during the period of execution of the project may necessitate an adjustment of said contribution in monetary terms; the latter shall at all times be determined by the value of the services, equipment and facilities required for the proper implementation of the project.
4. Within the given number of work-months of personnel services described in the Project Document, minor adjustments of individual assignments of project personnel provided by the co-operating Agency may be made by the co-operating Agency in consultation with the Implementing Partner, if this is found to be in the best interest of the project. UNDP shall be so informed in all instances where such minor adjustments involve financial implications.
5. The Co-operating Agency shall continue to pay the local salaries and appropriate allowances of national counterpart personnel during the period of their absence from the project while on UNDP fellowships.
6. The Government shall defray any customs duties and other charges related to the clearance of project equipment, its transportation, handling, storage and related expenses within the country. It shall be responsible for its installation and maintenance, insurance, and replacement, if necessary after deliver to the project site.

7. The Co-operating Agency shall make available to the project – subject to existing security provisions and national laws and regulations – any published and unpublished reports, maps, records and other data, which are considered necessary to the implementation of the project. Such reports, maps, records and other data shall be exclusively used for the implementation of the project. In cases when the Co-operating Agency, due to security provisions or national laws and regulations, does not make available reports, maps, records and other data considered necessary to the implementation of the project, UNDP and the Government may decide to modify or redesign the project or components thereof.
8. Unless otherwise agreed by the Parties in each case, patent rights, copyright and other similar rights to any discoveries or work resulting from UNDP assistance in respect of this project shall belong to the UNDP. Unless otherwise agreed by the Parties in each case, however, the Government shall have the right to use any such discoveries to work within the country free of royalty and any charge of similar nature.
9. The Co-operating Agency undertakes to assist all project personnel in finding suitable housing accommodation at reasonable rents.
10. The services and facilities specified in the Project Document which are to be provided to the project by the Co-operating Agency by means of a contribution in cash shall be set forth in the Project Budget. Payment shall be made in accordance with the Schedule of Payments in the Project Document.
11. Payment of the above-mentioned contribution on or before the dates specified in the Schedule of Payments is a prerequisite to commencement or continuation of project operations.

(b) Participation of the UNDP and the Implementing Partners

1. The UNDP shall provide to the project through the Implementing Partner the services, equipment and facilities described in the Project Document Budgetary provision for the UNDP contribution as specified shall be set forth in the Project Budgets.
2. The Implementing Partner shall consult with the Co-operating Agency and UNDP on the candidature of the Project Manager³ who, under the direction of the Implementing Partner, will be responsible in the country for the Implementing Partner's participation in the project.
3. The Project Manager shall supervise the experts and other entity personnel assigned to the project, and the on-the-job training of national counterpart personnel. The Project Manager shall be responsible for the management and efficient utilization of all UNDP-financed inputs, including equipment provided to the project.
4. The Implementing Partner, in consultation with the Co-operating Agency and UNDP, shall assign international staff and other personnel to the project as specified in the Project Document, select candidates for fellowships and determine standards for the training of national counterpart personnel.
5. Fellowships shall be administered in accordance with the fellowships regulations of the Implementing Partner.

6. The Implementing Partner may, in agreement with the Co-operating Agency and UNDP, implement part or the entire project by subcontract. The selection of subcontractors shall be made, after consultation with the Co-operating Agency and UNDP, taking into account the Implementing Partner's procedures.
7. All material, equipment and supplies which are purchased from UNDP resources will be used exclusively for the implementation of the project, and will remain the property of the UNDP in whose name it will be held by the Implementing Partner. Equipment supplied by the UNDP shall be marked with the insignia of the UNDP and of the Implementing Partner.
8. Arrangements may be made, if necessary, for a temporary transfer of custody of equipment to local authorities during the life of the project, without prejudice to the final transfer.
9. Prior to completion of UNDP assistance to the project, the Co-operating Agency, the UNDP and the Implementing Partner shall consult as to the disposition of all project equipment provided by the UNDP. Title to such equipment shall normally be transferred to the Co-operating Agency, or to an entity nominated by the Co-operating Agency, when it is required for continued operation of the project or for activities following directly there from. UNDP may, however, retain title to part or all of such equipment in accordance with UNDP regulations and rules.
10. At an agreed time after the completion of UNDP assistance to the project, the Co-operating Agency and the UNDP, and if necessary the Implementing Partner, shall review the activities continuing from or consequent upon the project with a view to evaluating its results.
11. UNDP may release information relating to any investment oriented project to potential investors, unless and until the Co-operating Agency has requested the UNDP in writing to restrict the release of information relating to such project.

(c) Rights, Facilities, Privileges and Immunities

1. In accordance with the Convention on the Privileges and Immunities of the United Nations of 1946, given effect to by the Act of 4 March 1973 of the Iranian National Assembly, and the Agreement between the United Nations Special Fund and the Government of Iran Concerning Assistance from the Special Fund, signed by the Minister of Foreign Affairs 6 October 1959, the officials of UNDP and other United Nations organizations associated with the project shall be accorded rights, facilities, privileges and immunities specified in said Convention and Agreement.
2. (a) Should the Parties agree to involve "Persons Performing Services" in this project in accordance with Article 8(3) of the Agreement between the United Nations Special Fund and the Government of Iran Concerning Assistance from the Special Fund, signed on 6 October 1959, the expression "persons performing services" as used in this Article of this Annex includes UN Volunteers, operational experts, Implementing Partners, their employees and contractors, implementing or assisting in the implementation of UNDP assistance to a project, other than Government nationals employed locally. Any agreement between the parties to involve persons performing services has to be approved in accordance with the Iranian national procedures.

(b) The expression "persons performing services" does not extend to cover nationals and the residents in the territory of Iran.
(c) The privileges and immunities are accorded to the officials of UNDP and other relevant UN organizations associated with the projects in the interest of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General shall have the right and duty to waive the immunity of any official in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the

interest of the United Nations. The United Nations shall cooperate at all times with the appropriate authorities of the Islamic Republic of Iran to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the privileges, facilities and immunities referred to above.

3. (a) For purposes of the instruments on privileges and immunities referred to in the preceding parts of this Article:
 - i. All papers and documents relating to a project in the possession or under the control of the persons referred to in sub-paragraph 2(a), above, shall be deemed to be documents belonging to UNDP, the United Nations or the Specialized Agency concerned, as the case may be; and
 - ii. Equipment, materials and supplies brought into or purchased or leased by those persons within the country for purposes of a project shall be deemed to be property of UNDP, the United Nations or the Specialized Agency concerned, as the case may be.
4. The Cooperating Agency shall ensure:
 - (a) Prompt clearance of experts and other persons performing services in respect of this project; and
 - (b) The prompt release from customs of:
 - i. Equipment, materials and supplies required in connection with this project; and
 - ii. Property belonging to and intended for the personal use or consumption of the personnel of the UNDP, its Implementing Partners, or other persons performing services on their behalf in respect of this project, except for locally recruited personnel.
5. Nothing in the Project Document shall be construed to limit the rights, facilities, privileges or immunities conferred in any other instrument upon any person, natural or juridical, referred to hereunder.
6. The Co-operating Agency shall facilitate the project implementation under the provisions of the Project Document.

(d) Suspension or termination of activities

1. Following mutual consultation with the Co-operating Agency, UNDP may by written notice to the Co-operating Agency and to the Implementing Partner concerned suspend any project activities, if in the judgment of UNDP, any circumstances arise which interferes or threatens to interfere with the successful completion of the project of the accomplishment of its purposes.
2. The procedure for suspension and termination of a project are as follows:
 - a. Suspension: During the period of suspension, the Parties may consult and try to resolve the problems by corrective measures. If the problems are resolved, the project activities may be resumed. The UNDP Resident Representative confirms to the Parties the date for resuming such activities. However, UNDP may directly terminate a project, in cases it deems as force majeure.

- b. Termination: A project may be terminated only after a period of suspension. If neither party has been able to reach a resolution of the problem within a reasonable period of time, either party may recommend the project's termination. Unspent TRAC1 or TRAC2 funds from a terminated project may be reprogrammed, taking into account the outstanding obligations of the terminated project. The Implementing Partner proceeds with the steps required for financial completion.
3. The UNDP Resident Representative takes the necessary steps regarding suspension or termination of a project and confirms it in writing to the parties concerned, in consultation with the national coordinating authority and the Implementing Partner.

Annex II: Letter of Agreement between UNDP and Government of Iran for the Provision of Support Services

1. Reference is made to consultations between officials of the Government of *Iran* and officials of UNDP with respect to the provision of support services by the UNDP country office for nationally managed programmes and projects. UNDP and the Government hereby agree that the UNDP country office may provide such support services at the request of the Government through its institution designated in the relevant programme support document or project document, as described below.
2. The UNDP country office may provide support services for assistance with reporting requirements and direct payment. In providing such support services, the UNDP country office shall ensure that the capacity of the Government-designated institution is strengthened to enable it to carry out such activities directly.
3. The UNDP country office may provide, at the request of the designated institution, the following support services for the activities of the programme/project:
 - Identification and/or recruitment of project and programme personnel;
 - Identification and facilitation of training activities;
 - Procurement of goods and services including customs clearance;
 - Travel Management Services;
 - Financial Record Management;
 - ICT Services
 - Logistical support to Event Organizations
4. The provision of support services as per paragraph 3 above by the UNDP country office shall be in accordance with the UNDP regulations, rules, policies and procedures. Support services described in paragraph 3 above shall be detailed in an annex to the programme support document or project document. If the requirements for support services by the country office change during the life of a programme or project, the annex to the programme support document or project document is revised with the mutual agreement of the UNDP resident representative and the designated institution.
5. The relevant provisions of the Legal Annex to Project Documents including the provisions on liability and privileges and immunities, shall apply to the provision of such support services. The Government shall retain overall responsibility for the nationally managed programme or project through its designated institution. The responsibility of the UNDP country office for the provision of the support services described herein shall be limited to the provision of such support services detailed in the annex to the programme support document or project document.
6. Any claim or dispute arising under or in connection with the provision of support services by the UNDP country office in accordance with this letter shall be handled pursuant to the relevant provisions of the Legal Annex to Project Documents.

7. The manner and method of cost-recovery by the UNDP country office in providing the support services described in paragraph 3 above shall be specified in the annex to the programme support document or project document.
8. The UNDP country office shall submit progress reports on the support services provided and shall report on the costs reimbursed in providing such services, as may be required.
9. Any modification of the present arrangements shall be effected by mutual written agreement of the parties hereto.

Annex III: UNDP Cost Recovery Policy

The following outlines the UNDP Cost Recovery Policy for Regular Resources and Other Resources as approved by the Executive Board in its 98/2 and 2007/18 Decisions.

A. Background

In its decision 98/2, UNDP's Executive Board recognized the importance of Other Resources as a mechanism to enhance the capacity and supplement the regular resource base of UNDP. The Board requested UNDP to develop, implement and manage all Other Resource funded activities in an integrated, transparent, flexible and accountable manner. In recognizing the increasing level of UNDP Other Resources, accounting now for around 75 per cent of Total UNDP Resources, the Executive Board in discussions on the 2000-2001 as well as 2002-2003 support budgets, clearly indicated that Other Resources do need to cover the full cost of the services being provided to Other Resources funded programmes as well as to contribute to the overall costs of UNDP's operations.

As a multi-funded organization UNDP continues to make the case that Regular Resources provide the funding for the organization's base structure and the additional costs associated in the delivery of regular resources funded programmes. All costs associated with the delivery of Other Resources funded programmes at the country and headquarters levels are to be fully covered through cost recovery mechanisms.

B. Principles

The following principles have guided the development of the new revised cost recovery policy from Regular and Other Resources:

- The Biennial Support Budget (i.e. Regular Resources) of UNDP will provide a base structure for all operations at the headquarters and country levels;
- The costs associated with the delivery of services to programmes above the base structure shall be borne by the relevant funding sources (Regular & Other Resources) within each programme;
- Generally, there are two categories of services provided to programmes; the first of which includes general oversight, management, and quality control, while the second category includes direct services in the context of implementation; and,
- Other Resources-funded programmes benefit from UNDP's global operations (which include strategic initiatives, policy development and corporate systems) and hence should contribute to them.
- Cost recovery from UNV, UNCDF, and UNIFEM do not fall under this policy, but constitute exceptions under the UN Agency cost recovery regime.

C. The policy

Based on the above background and principles, the policy reflects two types of recovery that will be applied to the two categories of services defined below. This policy supersedes all previous policies and guidelines, whether corporate, regional or unit/country specific:

1. General Management Support (GMS):

Projects funded from Regular Resources are not subject to GMS fees, as these resources already pay for the basic structure of UNDP, which is designed to provide these services. For programmes funded wholly or partially from Other Resources, the recovery for these services, which are not directly attributable to project inputs or activities, is through a **percentage fee**. GMS encompasses general oversight and management functions of UNDP HQ and CO units, and include the following specific services:

- Project identification, formulation, and appraisal
- Determination of execution modality and local capacity assessment
- Briefing and de-briefing of project staff and consultants
- General oversight and monitoring, including participation in project reviews
- Receipt, allocation and reporting to the donor of financial resources
- Thematic and technical backstopping through Bureaus
- Systems, IT infrastructure, branding, knowledge transfer

2. Implementation Support Services (ISS):

These are services provided mostly by Country Offices in the implementation of Regular and Other Resource-funded programmes and projects (i.e. costs directly related to the delivery of programmes), and include:

- Payments, disbursements and other financial transactions
- Recruitment of staff, project personnel, and consultants
- Procurement of services and equipment,⁴ including disposal
- Organization of training activities, conferences, and workshops, including fellowships
- Travel authorization, visa requests, ticketing, and travel arrangements
- Shipment, custom clearance, vehicle registration, and accreditation

For all projects, **Regular and Other Resource-funded projects** alike, units are required to recover the cost for providing Implementation Support Services (ISS) on the basis of **actual costs or transaction fee**. These costs are an integral part of project delivery, and hence should be charged to the same budget line as the project input itself. In determining costs the approach is to use actual costs for clearly identifiable transactions and when this is not possible COs are encouraged to use the Universal Price List for services (transaction fee), which is part of the cost recovery from UN Agencies, as reference. The fee for ISS is not distributed and remains fully with the unit delivering the service.

⁴ This would include any fee to IAPSO.

2018 Universal Price List and Local Price List - UNDP Iran	
Valid as of 1 June 2018	
Services	UPL/LPL 2018 in USD
Financial Management/Payment Process	
Payment Process*	38.49
Pay cycle/issue cheque only*	16.70
Voucher / APJV Approval Only (additional \$17.67 if over \$30,000)	4.96
Pay cycle + Approval of Voucher (additional \$17.67 if over \$30,000)	21.66
Cheque Cancellation	7.58
Reissuance of a cheque including cancellation	46.07
AR Management process*	35.60
Issue / Apply Deposit Only*	21.74
GLJE Creation and approval	32.65
GLJE approval only	6.00
AP Journal (APJV)	22.65
Budget Revision	32.65
Financial Record Management per voucher	13.93
Replenishment of other agencies in foreign currency (per case and excluding payment process and bank charges) ****	110.46
Replenishment of other agencies in local currency (per case and excluding payment process and bank charges) ****	174.66
Receipt of deposit for other UN agencies ****	154.07
Bank charges (pro rata distribution using the consumption ratio of the past 12 months) ****	See explanation
HR Services	
Selection/recruitment process per SC/FT (including Adv.)*	599.81
Advertisement (20%)*	119.96
Short-listing (40%)* (if written exam for up to 5 is needed additional \$85.14 will be applicable)	239.92
Interviewing (40%)*	239.92
Staff HR & Benefits Administration & Management (one time fee, per personnel at the issuance of a contract, and again at separation)*	205.66
LP issuance/renewal*	38.20
Computer based exam center venue / per 2-hr session	110.25
Computer based exam center venue and admin support per 2-hr session	200.22
Recurrent personnel management services: Staff/personnel Payroll & Banking Administration & Management (annual fee per staff, per calendar year)*	448.67
Payroll validation, disbursement (35%) (by Finance)*	157.04
Performance evaluation (30%)*	134.60
Extension, promotion, entitlements (30%)*	134.60
Leave Monitoring (5%)*	22.43
Contract extension/termination only (additional charge for extension more than once a year)*	134.60
Employment/Reference Letter	9.64
Language Proficiency Exam per exam per person	160.65
Interns management*	72.33
UN agencies survey (housing; cost-of-living survey; place-to-place; hardship, etc.) per agency per survey	20.41
Procurement Services	
Procurement process involving local CAP and <u>RACP/ACP submission</u> (and/or ITB, RFP requirements)	1,241.06
Identification & selection (50%)	620.53
Contracting/issue purchase order (25%)	310.27
Follow-up (25%)	310.27
Procurement process involving local CAP (and/or ITB, RFP requirements)*	540.84
Identification & selection (50%)*	270.42
Contracting/issue purchase order (25%)*	135.21
Follow-up (25%)*	135.21
Procurement not involving local CAP (low value procurement)*	217.35
Identification & selection (50%)*	108.67
Issue purchase order (25%)*	54.34

Services	UPL/LPL 2018 in USD
Follow-up (25%)*	54.34
Consultant Recruitment Process (if not involving CAP/RACP, if CAP/RACP needed relevant costs to be added) *	234.26
Advertising (20%)*	46.85
Shortlisting & Selection (40%)*	93.70
Contract Issuance (40%)*	93.70
Contract issuance- Consultant only *	93.70
CAP Committee/CAP Chairperson review only (for all procurements and IC)	277.77
CAP Chairperson review only for RACP/ACP submissions (including Sr. Mgmt. review/endorsement)	390.09
CAP Chairperson review <u>and</u> RACP submission for all procurements & IC (including Sr Mgmt review/endorsement)	482.47
Travel Services	
Visa request process/Note Verbale only	44.01
Outgoing Visa process (Full Process including Note Verbale)	87.76
Incoming Visa process (Full Process including Note Verbale)	99.13
Ticket booking and purchasing per ticket (Local) and/or Reissuance / Cancellation	16.67
Ticket booking and purchasing per ticket (International) and/or Reissuance / Cancellation	37.89
Hotel reservation (per reservation)	26.52
Travel management (simple) *	66.04
Travel cost estimates (including airline quotes & DSA estimates) (35%)	16.51
Travel request or authorization (40%)	26.42
Travel claim or F10 settlement (35%)	23.12
Travel management (complex) *	96.18
Travel cost estimates (including airline quotes & DSA estimates) (35%)	24.04
Travel request or authorization (40%)	38.47
Travel claim or F10 settlement (35%)	33.66
Home Leave Allowance	49.75
Reassignment / Relocation Allowance /Lump sum	51.48
Education Grant	44.56
General Services	
Vendor profile (Creation or Modification)*	20.66
Issuing the UN/MFA ID card*	38.20
Advertisement only *	119.96
Disposal of equipment*	275.14
Transfer/disposal of project assets (vehicle) per case	274.60
Customs clearance for air freight shipment (whole process) **	1259.87
Customs clearance for land freight shipment (whole process) **	1489.47
MFA Permission (i.e. Tax Exemption, Plate, License, Satellite License)	88.62
Shipment arrangement (or shipment arrangement for reassignment/relocation)	75.78
Donation documentation only	112.81
Event Organization (Outside Office)***	753.17
Vehicle plating and registration (with MFA)	128.89

* The prices are based on UPL effective 1 June 2018 (blue items in color print)

** The customs clearance costs have been estimated per shipment. For multiple shipments the unit cost may be reduced due to possibility of combined procedures.

*** Logistical support to organizing event excludes cost of event itself (such as venue, refreshments, meals, stationery, etc.). For ad hoc logistical support & organizing event inside UNCP/UNDP the rate will be calculated as per the requested service based on actual hourly costs and standard cost recovery formula.

**** Items added to the Price List; Memo dated 24 October 2016

Note 1. The request for services under the following exceptional circumstances are subject to a 25% surcharge on top of the regularly accepted cost/price:

- Urgent requests requiring a turnaround of less than 3 business days.
- Requests for services before/after normal working hours.

Note 2. Staff selection and recruitment process mentioned above are for resident agencies only. This service for non-resident agencies should be treated as an ad-hoc service subject to full cost recovery at transparent, prevailing market rates.