

UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT

(the "Agreement")

A. SUMMARY OF ACTIVITIES

Title: Pilot project on the environmentally sound management of used and end-of life computing equipment in Jordan

Start/End Dates: Activities start date: 15 June 2012
Activities end date: 15 June 2014

Location: Amman, Jordan

Contribution Amount: USD 99,510 (the "Contribution")

Contributing Agency: The United Nations Environment Programme (UNEP), endorsed by the General Assembly in 1997 as the leading global environment authority that sets the global environment agenda, promotes the coherent implementation of the environment within the UN system, represented by the **Secretariat of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (SBC)**, which has the mandate, given by the Conference of the Parties of the Basel Convention at its tenth meeting in 2011, to support the implementation of the work of the **Partnership for Action on Computing equipment (PACE)** (hereinafter referred to as "SBC")

Recipient Agency: **United Nations Development Programme (UNDP)**, which assists developing countries with waste management programmes to reduce the vulnerability of the poor to health and environmental damage from unsound management practices and integration of sound chemicals and waste management as part of the environmental agenda into national environmental and poverty reduction planning and increase countries' access to the best available waste management practices and technologies.

SBC and UNDP are each being referred to as "Party" and collectively as "Parties".

Nature of Activities: SBC and UNDP share common goals and objectives with regard to environment and sustainable development as areas of common goals and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations. In particular, UNDP and SBC have agreed to jointly support a pilot project relating to the environmentally sound management of used and end-of-life computing equipment in Jordan, i. e. "**End-of-Life Computing Equipment Management and Monitoring in Action in Jordan**"

(hereinafter referred to as the "Project", which activities are further described in Annex I to the present Agreement.

Purpose: UNDP shall support the development and implementation of and environmentally sound management scheme for end-of-life computing equipment in Jordan as per funds made available by SBC, for specifically indicated activities in Annex I to the present Agreement, within the context of the activities of the Project Group 3.1 under the Partnership for Action on Computing Equipment ("PACE").

Annexes: Annex I: Project Description for "End-of-Life Computing Equipment Management and Monitoring in Action in Jordan".

Expected outcome: Improved collection and materials recovery practices in an environmentally sound manner in Jordan.

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

B. BUDGET

The total budget for the Activities is **USD 99,510 (Ninety-Nine Thousand Five Hundred and Ten United States Dollars)** as more fully described below.

			Cost Breakdown	Year 1	Year 2	TOTAL (USD)
10	Project personnel component					
	1100	Coordinating, review and report				
	1101	National project manager	USD 1,000 per month	12,000	12,000	24,000
	1999	Personnel Total		12,000	12,000	24,000
20	Subcontract component					
		Sub-contractors to provide equipment necessary to collect e-waste in target places		20,000	9,000	29,000
	2999	Subcontract Total		20,000	9,000	29,000
30	Training component					
	3200	Workshops on awareness raising, training and facilitation of project activities in all regions of the Kingdom (North, Middle and South)	Five workshops per year	17,500	17,500	35,000
	3999	Training Total		17,500	17,500	35,000
50	Miscellaneous component					
	5300	Sundry (Contingency budget for unforeseen variations of subcontract and training components)		1,250	1,250	2,500
	5301	Communications (telex, telephone, fax)		1,250	1,250	2,500

	5999	Miscellaneous Total		2,500	2,500	5,000
		Total		52,000	41,000	93,000
		UNDP Project Support Cost (7%)		3,640	2,870	6,510
99		GRAND TOTAL				99,510

SBC will not be responsible for any financial commitment or expenditure made by UNDP that exceeds the budget for the Activities. UNDP will promptly advise SBC any time when the UNDP 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 Annex I. SBC will have no obligation to provide the UNDP with any funds or to make any reimbursement for expenses incurred in excess of the total budget as set forth herein.

C. COSTS RECOVERY

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 up to a maximum amount of Six Thousand Five Hundred Ten United States Dollars (USD 6,510), indicated as "project support cost" in the Budget. Furthermore, as long as they are unequivocally linked to the Project, 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

D. REPORTING

Narrative reporting:

UNDP will provide SBC with a narrative report on the progress of the Activities on a regular basis, as set out below.

- i. A Progress Report (in English) on the activities undertaken and outputs achieved until the end of the first year of project implementation no later than 15 June 2013. The report should be submitted in the electronic format and hard copy.
- ii. A Final Report (in English) on the activities undertaken and outputs within the context of the present Agreement no later than 15 June 2014. The report should be submitted in the electronic format and hard copy.

Financial Reporting:

UNDP will provide SBC with the following financial reports, prepared in accordance with the UNDP's financial regulations, rules, policies, procedures, and administrative instructions:

UNDP shall maintain a separate account for any disbursements pertaining to this Agreement and shall submit SBC, on completion of the activities and no later than 15 September 2014, a detailed breakdown of expenditures incurred consistent with the Budget, duly certified by an authorized official of UNDP. The expenditures will be reported by object of expenditure as per the attached budget and within six month of the presentation of the expenditure report.

UNDP shall retain, for a period of three years, all supporting documentation relating to financial transactions under this Agreement.

E. CONTRIBUTIONS

The total amounts paid by SBC shall match the total budget amount. SBC shall transfer to UNDP the total approved Budget of Ninety-nine Thousand United States Dollars (USD 99,510). UNDP will administer the funds in accordance with its regulations, rules, policies and procedures and will be responsible for managing the disbursement of the funds in line with the Budget hereabove described.

The total funding will be made in one instalment upon signature of this Agreement.

SBC acknowledges that UNDP will not pre-finance Activities. If the Contribution, or any part of it, is not received in a timely manner, the Activities may be reduced or suspended by UNDP with immediate effect.

The Contribution will be paid into the following account:

Beneficiary:	UNDP
Bank:	JP Morgan Chase Bank
A/C Name:	UNDP Contributions Account
Address:	JP Morgan Chase International Agencies Branch 1166, Avenue of the Americas, 17th Floor New York NY 10036-2708 USA
Account:	No. 015-002284
Currency:	USD
Bank ID:	ABA: 021000021 (US Banking Code)
Bank SWIFT Code:	SWIFT CHAS US 33

When making such transfers, SBC will notify UNDP by email at contributions@undp.org of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from SBC pursuant to this Agreement.

F. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights related to the Activities will belong to UNDP. SBC will enjoy a perpetual, royalty-free, non-exclusive and non-transferable license. UNDP shall acknowledge the contribution made by SBC in all materials produced and throughout all activities undertaken (e.g. workshops) with the funds received under the present Agreement.

G. CORRESPONDENCE

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

At SBC:
Mr. Matthias Kern
Senior Programme Officer
Technical Assistance Branch
Secretariat of the Basel, Rotterdam and Stockholm Conventions
11-13 Chemin des Anémones
CH-1219 Geneva, Switzerland
Tel: +41 22 917 87 6718
Fax: +41 22 797 34 54
E-mail: matthias.kern@unep.org

At UNDP:
Mr. Klaus Tyrkko
Policy Specialist
Montreal Protocol-Chemicals Unit
Environment & Energy Group, BDP
FF-974
304 45th Street 10017 New York
New York, USA
Tel. (+1) (212) 906 5139
Fax: (+1) (212) 906 6947
Email: Klaus.tyrkko@undp.org

All correspondence regarding administrative and financial matters, at SBC, should be addressed to:

Ms. Marzena Jankowska
Administration Officer
Administrative Services Branch
Secretariat of the Basel, Rotterdam and Stockholm Conventions
11-13 Chemin des Anémones
CH-1219 Geneva, Switzerland
Tel: +41 22 917 8476
Fax: +41 22 797 34 54
E-mail: marzena.jankowska@unep.org

H. AMENDMENTS

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

I. COMPLETION OF THE ACTIVITIES

UNDP will notify SBC when all Activities have been completed.

UNDP 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. 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 Agency 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 two Agencies 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 termination of this Agreement and following the submission of the final financial report, any unspent balance from the Contribution will be returned to SBC, unless otherwise agreed in writing by the two Agencies.

L. SETTLEMENT OF DISPUTES

The Parties 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 party has notified the other party 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 Heads of each of the Parties.


M. ENTRY INTO FORCE AND VALIDITY

This Agreement will enter into force upon its signature by the authorized representatives of the Parties and remain in force until terminated in accordance with Section J above.

The terms and conditions specified in the present Agreement shall remain in force until 15 June 2014, unless otherwise amended or renewed by mutual written agreement of both Parties.

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

Signed on behalf of SBC:


.....
Jim Willis
Executive Secretary
Basel, Rotterdam and Stockholm Conventions

Date..... 31/5/12

Signed on behalf of UNDP:



.....
Veerle Vandeweerd
Director
Environment and Energy Group
UNDP/BDP

31/5/2012

Annex I

Project Description

“End-of-Life Computing Equipment Management and Monitoring in Action in Jordan”

Introduction:

In many developing countries and countries with economies in transition, there is an active, informal or less-organized small-scale sector, collecting used and end-of-life computing equipment for repair and re-use. In a smaller number of countries, an informal sector has evolved which attempts to recover materials such as copper, gold and plastics from electronic and electrical waste (‘e-waste’), but does so utilizing processes that harm human health and the environment.

It is recognized that the low costs of setting up a computing equipment repair and resale business provide a unique economic development opportunity in low-income, poverty-stricken areas. It is nonetheless also recognized that the environmental impact from such operations can be severe if these operations and final disposal of any remaining parts are not carried out in an environmentally sound manner.

Activities and studies undertaken by SBC to date have found that stakeholders in the informal collection, recycling and reuse sector often lack the necessary education and training to properly manage collection and materials recovery in an environmentally sound manner, therefore, these stakeholders are often unaware of potential environmental, health and safety risks, as well as all of the options involved in recycling computing equipment.

Most developing countries lack the infrastructure and industrial capacity to manage, in an environmentally sound manner, all processes needed for a complex electronic waste stream and therefore must rely on facilities outside of their country to ensure such environmentally sound management. However, many local businesses are ill-informed and/or ill-equipped to sell their material into environmentally sound, global markets.

Decision BC-10/20 of the tenth meeting of the Conference of the Parties to the Basel Convention welcomed the work of the **Partnership for Action on Computing Equipment (“PACE”)** and its project groups, and extended the mandate of PACE until the end of 2013.

The activities of PACE include the development and promotion of pilot schemes for environmentally sound management of used and end-of-life computing equipment towards the attainment of the Millennium Development Goals.

The cooperation covered by this Agreement covers only a part of the funding for the Project and additional funds and resources for undertaking all activities are managed by Ministry of Environment Jordan.

In particular, the following tasks shall be carried out by UNDP, in close collaboration with SBC:

- Work with SBC, the Ministry of Environment as the lead agency in Jordan, and the Basel Convention Regional Centre for Training and Technology Transfer for the Arab States in Egypt (‘BCRC Egypt’), to engage, on terms of reference to be agreed with SBC, a National

Project Manager in Jordan. The National Project Manager shall be responsible for coordinating implementation of the project Activities as identified below in the present Annex;

- Support the objectives and Activities of PACE by making necessary resources available to the National Project Manager;
- Assist the National Project Manager in the planning, organization and implementation of the project activities as outlined in Annex I;
- Assist the National Project Manager to discuss and report to the PACE Project Group 3.1 during teleconferences on problems, milestones or other matters relating to the activities under the present Agreement, as may be requested or notified by the PACE Project Group, including participation by UNDP in the teleconferences as may be requested by the PACE Project Group and/or SBC;
- Organise, provide and pay for such in-country travel arrangements as agreed with SBC for the National Project Manager and consultant(s);
- Monitor the conduct of the project activities by the National Project Manager in cooperation with the National Body comprised of all stakeholders that will be formed as outlined in Annex I;
- Make the necessary logistical, administrative and contractual arrangements to be agreed with SBC and in accordance with the Budget, to undertake subcontracts, group training activities, meetings and workshops in relation to the Project.

This Project Description includes all activities and contributions for various sources, also activities beyond the project budget and the scope of this Agreement. The activities funded through the Budget of USD 99,510 are indicated in the list below.

Project Activities:

Under the proposed Project, the following activities will be implemented:

- **Policy and legislation:** *(Activities covered by the Agreement are pertaining to overall project management, coordination of expert input as well as restricted policy advice and compilation of expert input for facilitating policy and legislative component)*
 - Conduct a baseline study to assess the current legislation that is indirectly and directly related to e-waste management and develop e-waste-specific legislation.
 - Propose a mechanism through which the national hazardous waste dumping site of SWAQA is activated as a treatment and disposal site for all types of Hazardous waste including e-waste and establish a monitoring mechanism for the site.
 - Formulate a national technical specification including a testing mechanism and a policy for importing used computers, into the country.

- Formulate a national policy that defines the responsibilities and obligations of all stakeholders.
 - Share knowledge and experience garnered through the project in cooperation with BCRC-Egypt at the regional level.
 - Propose draft legislation for E-waste.
- **Business and finance:**
 - Conduct a detailed study on the costs of collecting and recycling e-waste.
 - Identify the markets for maximum value recovery from materials produced by recycling activities.
 - Suggest financial mechanisms for environmentally sound recycling systems.
 - Propose outcomes from above mentioned activities to the private sectors.
- **Technology and Skills:**
 - The Ministry of Environment will work on generating a mechanism through which the SWAQA hazardous waste management site, as an e-waste storage point, is furnished with staff equipped with the requisite skills and training.
 - Conduct a study to identify informal e-waste workers, register them as individual business entities and provide them with training on the use of personal protective equipment.
 - Develop recycling technology and infrastructure suited to the e-waste volume generated and assess the local operational costs.
 - Create an incentive system through which formal and informal e-waste sectors are integrated in the national system.
 - Identify (based on criteria selection) downstream vendors and another relevant stakeholders collection points with a suggested national take-back solution of e-waste for consumers.
- **System for management, testing and monitoring:**
 - The creation of a multi-national body in charge of planning and coordination through strengthening the current existing national e-waste management, led by the Ministry of Environment with the participation and involvement of ENGOs and BCRC-Egypt.
 - Establish a national database system to record data on volumes of e-waste collected and recycled.
 - Set up a review mechanism to measure project advancement and progress. (*coordination for this covered by the Agreement*)
 - Set up a pilot collection, refurbishing, recycling and e-waste disposal system and share the outcomes with BCRC-Egypt to disseminate the lessons learnt at the regional level. (*Activities on collection system for e-waste covered by the Agreement*)
- **Awareness and education:** (*all national components covered by the Agreement*)
 - Develop and implement a national awareness and education campaign addressing all Jordanians with focus on:
 - students at both universities and schools;
 - national enforcement authorities;

- consumers (with respect to the existing take-back e-waste collection system).
- Initiate a dialogue lead by Ministry of Environment with the support of UNDP and BCRC-Egypt with downstream vendors and ENGOs (some of whom will become collection points) through the organization of a series of consultations, seminars and workshops with the purpose of developing a network for work facilitation and management.
- Organize a regional workshop with the potential support of BCRC- Egypt and other regional centers to exchange and disseminate project outcomes and accumulated experience.

Duration of the project:

24 (twenty-four) months

Project Schedule

Line Activities	1 st month	2 nd m	3 rd m	4 th m	5 th m	6 th m	7 th m	8 th m
Legislation baseline study	X	X						
SWAQA activation and team training	X	X	X					
Imported computer specification policy development	X	X						
Stakeholders obligations policy development	X	X						
Knowledge sharing with BCRC and the region			X	X	X	X	X	X
Computers' collection and recycling costs, informal Market identification.	X	X						
Setting up an infrastructure and technology Introduction for computers recycling, collecting Points (NGOs and downstream vendors)-Pilot Project			X	X				
Multi-national planning body formulation	X							
Database system establishment		X	X					
Awareness and education raising campaign		X	X	X	X	X	X	X

Project management

The Ministry of Environment will be the national lead agency. The Ministry will establish a multi-national body of all stakeholders and with the involvement of BCRC-Egypt to supervise and monitor the project implementation.

Project collaborators

The list of collaborators:

- Government:
 - Ministry of Environment
 - Ministry of Industry and Commerce
 - Ministry of Finance / Customs Department
 - Ministry of Health
 - Ministry of Agriculture
 - Ministry of Interior
 - Ministry of Municipalities
 - Greater Amman Municipality

- Private Sector:
 - Jordan Chamber of Commerce
 - Amman Chamber of Industry

- NGOs and CSOs:
 - Greater Amman Municipality
 - Land and Human to Advocate Progress (LHAP)

- International organizations
 - PACE – Basel Convention
 - UNDP - Jordan
 - BCRC – Egypt

- Academia and research institutions

Project monitoring and evaluation schemes

A National Body comprised of all stakeholders will be formed. This National Body will meet frequently and set up review procedures during which the project progress is measured through written criteria to be developed by the same National Body. The evaluation and monitoring will be assessed based on achievements and the review of progress criteria.

