

**THIRD-PARTY COST-SHARING AGREEMENT  
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND (THE DONOR) AND  
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**

WHEREAS the Donor hereby agrees to contribute funds to UNDP on a cost-sharing basis for the execution/implementation of "International Colloquium on Women's Empowerment, Leadership Development, International Peace & Security" in Liberia.<sup>1</sup>

WHEREAS UNDP is prepared to receive and administer the contribution for the execution/implementation of the programme/project,

WHEREAS the Government of Liberia has been duly informed of the contribution of the Donor to the programme/project,

WHEREAS UNDP shall designate an Executing Entity / Implementing Partner<sup>2</sup> for the execution/implementation of the programme/project (the Executing Entity /Implementing Partner),

NOW THEREFORE, UNDP and the Donor hereby agree as follows:

**Article I. The Contribution**

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1. (a) The Donor shall make available, on a grant basis and subject to annual parliamentary approval in Finland, in accordance with schedule of payments set out below, a contribution of 170 000 euros. The contribution will be used for the purpose of preparation for and implementation of the "International Colloquium on Women's Empowerment, Leadership Development, International Peace & Security" and it includes funding for the colloquium preparation related travel costs for developing country participants. The travel costs shall not exceed 20 000 euros. The contribution shall be deposited in the following account:

*UNDP Contributions Account (Euro)  
Account # 62722022  
Bank of America, London  
5 Canada Square, London, E14 5AQ, UK  
SWIFT Code: BOFAGB22  
IBAN Code: GB59BOFA16505062722022*

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<sup>1</sup> The programme/project is described in the project document [project no. and title]. The project document is formally annexed to this Agreement. For UNDP programme activities carried out under the harmonized operational modalities, the project document is comprised of the CPAP and AWP.

<sup>2</sup> "Implementing Partner" for UNDP programme activities carried out under the harmonized operational modalities and "Executing Entity" for UNDP programme activities not carried out under the harmonized operational modalities.

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*For project number 25101701 / "International Colloquium on Women's Empowerment, Leadership Development, International Peace & Security"*

| <u>Schedule of payments</u>     | <u>Amount</u> |
|---------------------------------|---------------|
| Upon signature of the agreement | 170 000 euros |

(b) The Donor shall disburse the first installment upon signature of the agreement. The Donor shall inform UNDP when the contribution is paid via an e-mail message with remittance information to [contributions@undp.org](mailto:contributions@undp.org). Subsequent payments shall be made in accordance with the actual progress of the Activities and on the basis of the financial needs for the coming period, against a written request by UNDP.

(c) The programme/project shall be implemented in accordance with the project document [project no. and title]. The project document is formally annexed to this Agreement and is an integral part of it.

(d) The Donor shall disburse the contribution in Euros (€).

2. The value of the payment 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 a loss in the value of the balance of funds is recorded, UNDP shall inform the Donor with a view to determining whether any further financing could be provided by the Donor. The Donor shall make reasonable efforts to provide such additional resources, but shall not have a legal obligation to do so.

3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the execution/implementation of planned activities. It may be amended by mutual consent to be consistent with the progress of programme/project delivery.

4. UNDP shall receive and administer the payment in accordance with the regulations, rules and directives of UNDP.

5. All financial accounts and statements shall be expressed in United States dollars.

## **Article II. Utilization of the Contribution**

1. The execution/implementation of the responsibilities of UNDP and of the Executing Entity /Implementing Partner pursuant to this Agreement and the project document shall be dependent on receipt by UNDP of the contribution in accordance with the schedule of payment as set out in Article I, paragraph 1, above.

2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP shall submit to the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary. The Donor shall use its best endeavours to obtain the additional funds required, but shall not have a legal obligation to do so.

3. If the payments referred to in Article I, paragraph 1, 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 Donor or other sources, the assistance to be provided to the programme/project under this Agreement may be reduced, suspended or terminated by UNDP.

4. Any interest income attributable to the contribution shall be credited to UNDP Account and shall be utilized in accordance with established UNDP procedures.

### **Article III. Administration and reporting**

1. Programme/project management and expenditures shall be governed by the regulations, rules and directives of UNDP and, where applicable, the regulations, rules and directives of the Executing Entity/Implementing Partner.

2. The Parties agree that it is important to take all necessary precautions to avoid corrupt practices. To this effect, UNDP shall maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.

3. 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/Comptroller's Division, an annual certified financial statement as of 31 December to be submitted no later than 30 June of the following year;
- (c) From UNDP Bureau of Management/Comptroller's Division on completion of the programme/project, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the project.

5.2. For Agreements of more than one year:

- (a) From the country office (or relevant unit at headquarters in the case of regional and global projects) an annual status report of programme/project progress for the duration of the Agreement, as well as the latest available approved budget.

- (b) From UNDP Bureau of Management/Comptroller's Division, an annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year.
- (c) 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.

6. If special circumstances so warrant, UNDP may provide more frequent reporting at the expense of the Donor. The specific nature and frequency of this reporting shall be specified in an annex of the Agreement.

7. All UNDP programmes and projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of (programme country) in consultation with other stakeholders will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating a project including an evaluation of its contribution to an outcome which is listed in the Evaluation Plan. UNDP shall commission the evaluation, and the evaluation exercise shall be carried out by external independent evaluators.

#### **Article IV. Administrative and support services**

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(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.

2. The aggregate of the amounts budgeted for the programme/project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the programme/project under this Agreement as well as funds which may be available to the programme/project for programme/project costs and for support costs under other sources of financing.

#### **Article V. Equipment**

Ownership of equipment, supplies and other properties 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. Auditing**

The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives 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.

## **Article VII Information**

1. UNDP shall provide the Donor with such other information on the Activities as may be reasonably requested from time to time for public information, dissemination or other purposes.
2. UNDP and the Donor shall promptly inform each other of any event or situation which might affect the implementation of the Activities and which may necessitate a modification or alteration of the scope, implementation, the agreed budget or other aspects of this Agreement.
3. In case any change occurs in the schedule or implementation of the Activities, UNDP shall promptly inform the Donor.
4. In accordance with applicable policies and procedures, UNDP shall in all its publications and reports concerning the Activities, specifically mention that Finland has provided the financial resources for the Activities.

## **Article VIII. Completion of the Agreement**

1. UNDP shall notify the Donor when all activities relating to the programme/project have been completed.
2. Notwithstanding the completion of the programme/project, UNDP shall continue to hold unutilized payments until all commitments and liabilities incurred in the execution/implementation of the programme/project have been satisfied and programme/project activities brought to an orderly conclusion.
3. If the unutilized payments prove insufficient to meet such commitments and liabilities, UNDP shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.
4. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be returned to the Donor or, in consultation with the Donor, be reallocated to other activities of UNDP.

## **Article IX. Termination of the Agreement**

1. After consultations have taken place between the Donor, UNDP and the programme country Government, and provided that the payments already received are, together with other 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 have given notice in writing to the other Party of its decision to terminate the Agreement.
2. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold up to the date of termination, 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.

3. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be returned to the Donor or, in consultation with the Donor, be reallocated to other activities of UNDP.

**Article X Special provisions**

1. UNDP shall use its best efforts, consistent with UNDP regulations, rules, policies and procedures to recover any funds found by the Parties to be misused. UNDP shall, in consultation with the Donor, credit any funds so recovered to the Project budget or, in case the Project was complete or terminated, shall dispose of such funds as agreed with the Donor.

2. The Donor shall not accept any direct responsibility or liability for any claims, debts, demands, damage or loss as a result of the implementation of this Agreement.

**Article XI Settlement of Disputes**

UNDP and the Donor shall seek to settle amicably any differences and disputes arising from or relating to the implementation of this Agreement.

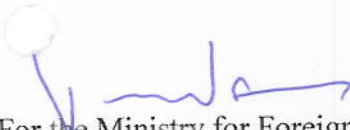
**Article XII. Amendment of the Agreement**


The Agreement may be amended through an exchange of letters between the Donor and UNDP. The letters exchanged to this effect shall become an integral part of the Agreement.

**Article XIII. Entry Into Force**

This Agreement shall enter into force upon signature by the Donor and UNDP and remain in force until all the obligations have been duly fulfilled by the Donor and UNDP, unless terminated earlier by either Party in accordance with the procedure set out in Article IX.

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

  
For the Ministry for Foreign Affairs  
of Finland  
(Name) Teemu Tanner  
(Title) DG  
(Date) 6.8.2008

  
For the United Nations Development Programme:  
(Name) Dominic Sam  
(Title) Country Director  
(Date) 22/7/08

