

UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT

A. SUMMARY OF ACTIVITIES

Title: National Human Rights Support (the “Activities”)
Start/End Dates: Activities start date: [1 April 2019]
Activities end date: 31 March 2020
Location: Male’, Maldives
Contribution Amount: USD 30,682 (the “Contribution”)
Contributing Agency: Office of the High Commissioner for Human Rights (OHCHR)
Recipient Agency: United Nations Resident Coordinator’s Office (UNRCO)
Nature of Activities: This project will support the appointment of one national human rights officer (NOA) to be placed in the UNRCO. Funds will also be provided to support activities and operating costs. (see Annex 1)
Purpose The primary role of the national human rights officer is to strengthen the capacity of the RCO and the UN Country Team in the promotion, protection of human rights. (see Annex I).
Annexes: In the event that the terms contained in Annex(es) are incompatible with those contained in this Agreement, then the latter shall govern and prevail.
Annex 1 - OHCHR Human Rights Support to the Office of the UN Resident Coordinator Maldives – Project Document
Expected outcome: See Annex 1

The Recipient Agency 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 30,682 in USD, as more fully described below.

	Item	Unit Cost	No. of months	Total Cost in USD	
1. Personnel					
	National Human Rights Officer	1	1956.56	12	23,478.68
	RCO Contribution				-2000
	UNDP Contribution				-1500
	UN Women Contribution				-1000
	UNFPA Contribution				-1500
	UNICEF Contribution				-1000
	Sub-total contribution by OHCHR				16,479
3. Programme costs					
	Activities	1	-	12	5,500
	Sub-total contribution by OHCHR				5,500
4. Operating Costs					
	Rental and maintenance of premises	1	321.03	12	3,852
	Miscellaneous operating services	1	20.00	12	240
	Office utilities (electricity, drinking water, stationery)	1	41.38	12	497
	Office communication costs (internet, telephone, ICT services)	1	135.81	12	2,123
	Travel Cost (3 missions by 1 person each @ \$300)	1	75.00	12	900
	Inter-organizational global security services (DSS/UNDP)	1	0.00	1	0
	Joint housing services (UNDP)	1	105.15	12	1,262
	Total Operating Cost				8,874
	Sub-total contribution by OHCHR				8,874
	TOTAL COST (OHCHR)				30,852
	Indirect Cost (GMS 8% and ISS 3%)				3,393.74
	TOTAL BUDGET (OHCHR) for 2019				34,246
	Saving from 2018				3564.36
	Budget Deficit				30,682

The Contributing Agency will not be responsible for any financial commitment or expenditure made by the Recipient Agency that exceeds the budget for the Activities. The Recipient Agency will promptly advise the Contributing Agency any time when the Recipient Agency 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 its Annex(es). The Contributing Agency will have no obligation to provide the Recipient Agency with any funds or to make any reimbursement for expenses incurred in excess of the total budget as set forth herein.

C. COSTS RECOVERY

The Recipient Agency's support costs, determined in accordance with its cost recovery policy, will be paid from the Contribution, in accordance with the budget.

D. REPORTING

Narrative reporting:

The Recipient Agency will provide the Contributing Agency with a narrative report on the progress of the Activities on a regular basis, as set out below.

UNRCO will submit midterm and final substantive and financial reports to OHCHR in accordance with Annex I. The report to OHCHR will be written in English and will be submitted to OHCHR, at the following address:

Office of the United Nations High Commissioner for Human Rights,
Coordinator for Asia-Pacific Section,
Field Operations & Technical Cooperation Division,
Palais Wilson, 52 rue des Paquis, 1201 Geneva,
Switzerland.

UNRCO will also co-operate with OHCHR in the project monitoring and evaluation activities to be carried out by OHCHR within the project known to OHCHR as "National Human Rights Support" and to UNRCO as Atlas no. 00114186 (Cost Recovery Project), and shall respond promptly and in good faith to all requests for additional information related to the project.

Financial Reporting:

The Recipient Agency will provide the Contributing Agency with the following financial reports, prepared in accordance with the Recipient Agency's financial regulations, rules, policies, procedures, and administrative instructions:

The financial report will be submitted along with the narrative reports as per the timeline provided in Annex I.

E. CONTRIBUTIONS

The total amounts paid by the Contributing Agency shall match the total budget amount. For Activities less than one year in duration the Contribution will be paid to the Recipient Agency prior to the commencement of Activities. For multi-year Activities the Contribution will be paid in instalments according to the following schedule.

This 2019 contribution will be allocated in one installment of USD 30,682 (Thirty Thousand - Six Hundred and Forty- Five US dollars), immediately after this Agreement has been signed by both Parties. The total contribution is inclusive of UNRCO's fee to recover the costs of general management support services [8%] and all direct costs of implementation, including the costs of executing entity or implementing partner, which will be identified in the project budget against a relevant budget line and borne by the project accordingly. OHCHR will inform UNRCO when the contribution is paid. The allocation of the funds described above shall not be modified except with OHCHR's express and written agreement in advance.

The Contributing Agency acknowledges that the Recipient Agency 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 the Recipient Agency with immediate effect.

The Contribution will be paid into the following account:

Bank name: **Bank of America**
Full Address: **Dc1-701 -07 -08 730 15th Street, N. W. 7th Floor**
Washington DC
Swift Code: **BOFAUS3N**
Account Name: **UNDP Representative in Maldives (USD) Account**
Account Number: **3752218231**
ABA Number: **111000012**
Currency: **US Dollars**
Reference: **Project Atlas no. 00114186 - Country Office**

When making such transfers the Contributing Agency will notify the Recipient Agency, UNRCO (for the Attention by e-mail (huda.adam@one.un.org) of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from the Contributing Agency pursuant to this Agreement.

F. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights related to the Activities will belong to the Recipient Agency. The Contributing Agency and, if applicable, the relevant programme Government will enjoy a perpetual, royalty-free, non-exclusive and non-transferable license.

G. CORRESPONDENCE

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

[Name of the Contributing Agency]: Office of the High Commissioner for Human Rights

Address: Office of the United Nations High Commissioner for Human Rights,
Coordinator for Asia-Pacific Section,
Field Operations & Technical Cooperation Division,
Palais Wilson, 52 rue des Paquis, 1201 Geneva,
Switzerland.

[Name of the Recipient Agency]: United Nations Resident Coordinator's Office

Address: 4th floor, H. Aage (Bank of Ceylon Building)
Boduthakurufaanu Magu
Male'

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

The Recipient Agency will notify the Contributing Agency when all Activities have been completed.

The Recipient Agency 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.

March 2012

J. TERMINATION OF THIS AGREEMENT

This Agreement will terminate 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

OPTIONS:

1. Upon termination of this Agreement and following the submission of the final financial report, any unspent balance of the Contribution (where the unspent funds exceed US\$1,000) will be returned to the Contributing Agency, unless otherwise agreed in writing by the two Agencies.

OR

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

L. SETTLEMENT OF DISPUTES

The two Agencies 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 Agencies.

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.

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

Signed:

On behalf of the OHCHR:


Name: Georgette Gagnon

Signature: 

Title: Director, Field Operations and Technical Cooperation Division

Place and date: *Geneva 10 May 2019*

Name: Kyle Ward

Signature: 

Title: Chief, Programme Support and Management Services

Place and date: *GENVA 19/05/2019*

Signed:

On behalf of the UNRCO

Name: Dr. Arvind Mathur

Signature: 

Title: UNRC a.i

Place and Date: Maldives, 9 May 2019

Annex I

OHCHR Human Rights Support to the Office of the UN Resident Coordinator Maldives – Project Document

1. Background

The deployment of a Human Rights Adviser to the Maldives covered the period November 2012 and September 2014 and was funded through the UNDG Human Rights Mechanism Multi-donor Trust Fund. The Maldives programme budget (for activities and salary of one National Human Rights Officer) has been covered since 2013 by OHCHR.

Following the end of deployment of the HRA in September 2014, OHCHR continued to provide support to the UN RC through the Geneva based desk officer. The presence of a National Human Rights Officer within the UN RC Office has been instrumental in providing in country support and response to the need for human rights analysis on key issues, such as the death penalty, independence of the judiciary, freedom of expression, legislative and policy developments vis a vis their compliance with international human rights standards. Building upon the collaboration and cooperation with the UN Country Team, in particular UNFPA, UN WOMEN and UNDP, the NHRO continued the joint work on promoting gender equality. The NHRO also played an instrumental role in mainstreaming human rights in the UNDAF joint work plans and enhancing UN staff's familiarity with human rights mechanisms. The NHRO also played a central role in supporting OHCHR technical missions to the Maldives through the year.

OHCHR is committed to continuing its involvement in the Maldives in 2019, through the funding of the NHRO's post, building on support extended during previous years.

2. Project Details

This project will support the appointment of one national human rights officer (NOA) to be placed in the UNRCO. Funds will also be provided to support activities and operating costs. This support is provided from 1 April 2019 until 31 March 2020.

The staff will be staff of UNDP but will report directly to the UN Resident Coordinator, with a secondary reporting line to OHCHR Geneva, Asia Pacific Section.

3. Activities

The primary role of the national human rights officer is to strengthen the capacity of the RCO and the UN Country Team in the promotion, protection of human rights. The role of the human rights officer includes:

- Assist the UN RC and the UNCT on human rights related issues, including analysis of key developments and of relevant legislation/policies in light of international human rights standards;
- Facilitate access to OHCHR expert advice on issues related to the protection and promotion of human rights and to available OHCHR tools, publications;
- Support the UN RC and the UN Country Team in mainstreaming human rights into the UNDAF process and other joint UN plans and programs;

- With the support of OHCHR Geneva, facilitate and support engagement at national level with the international human rights mechanisms; and
- Provide information to OHCHR and the UN human rights mechanisms (through OHCHR Geneva) on the on-going human rights situation in Maldives.

4. Reporting

In accordance with paragraph C of the Agreement for this Project, the following reporting is required:

4.1 Mid Term Report

By 30 November 2019, a short mid-term report shall be submitted with information concerning:

- Financial statement in accordance with the budget provided in section B;
- Work implemented so far; and
- Any comments concerning implementation of the remainder of the project.

4.2 Final Report

A brief final report shall be submitted by 1 June 2020 as follows:

- Narrative Report:
 - Completed activities and results
 - Reflections on the project including achievements, constraints and impact with regard to the utilization of the contribution
 - Any other relevant information
- Financial Statement in accordance with the budget provided in section B