

UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT

A. SUMMARY OF ACTIVITIES

Title: Small Grants Programme Philippines – OP4 RAF (the “Activities”)

Start/End Dates: Activities start date: 31 December 2018
Activities end date: 31 December 2019

Location: Mandaluyong City, Metro Manila, Philippines

Contribution Amount: USD 223,000.00 (the “Contribution”)

Contributing Agency: United Nations Office for Project Services (“UNOPS”)

Recipient Agency: United Nations Development Programme (“UNDP”)

Nature of Activities: Project implementation of SGP Philippines

Purpose The activities in this agreement cover activities of the implementation of the Small Grants Programme in the Philippines. The same target outcomes and site partners are followed and engaged. The work and financial plan is attached.

Annexes: In the event that the terms contained in Annex 1: Work and Financial Plan are incompatible with those contained in this Agreement, then the latter shall govern and prevail.

Expected outcome: Delivery of the outputs indicated in the detailed work plan

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 223,000.00, in USD, as more fully described below.

Summary of activities and BUDGET ¹	Annual (Years 1)	Total (all years)
Output 4: Training mechanisms develop for peer-to-peer Learning		
Knowledge management activities	77,337.81	77,337.81
Output 5: Enhanced capacities of GEF-SGP grantees to monitor and evaluate their projects and environment trends		
Training and workshops for landscape analysis and strategic planning for three projects	81,032.19	81,032.19
Training and workshops for gender assessment	38,461.54	38,461.54
Consultant	26,168.46	26,168.46
Grand total	223,000.00	223,000.00

Handwritten signature/initials

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. 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.

30 June 2019	First progress report
31 December 2019	Second and last progress report

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.

Schedule of payment:

1 January 2019	USD 223,000.00
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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.

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The Contribution will be paid into the following account:

Account Details: Bank of America
Currency: US Dollars
Bank Address: 1401 Elm St., Dallas, TX 75202

When making such transfers the Contributing Agency will notify the Recipient Agency, Ms. Floradema Eleazar (for the Attention Mr. Fermin Bataller), by e-mail (floradema.eleazar@undp.org; fermin.bataller@undp.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:

UNOPS: Edriss Riffat
Manager, GMS, SDC, NYSC
Address: 708 3RD Avenue 14th Floor
New York, NY 10028

UNDP: Titon Mitra
Address: 15th floor, Tower I, Rockwell Business Center Sheridan, Sheridan corner United
Sts., Mandaluyong City, Philippines

H. AMENDMENTS

The present Agreement, including its Annex, 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.

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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

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.

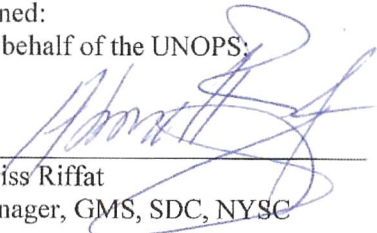
M. ENTRY INTO FORCE AND VALIDITY

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.

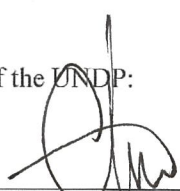
Signed:

On behalf of the UNOPS:


Edriss Riffat
Manager, GMS, SDC, NYSC

9-Jan-19

On behalf of the UNDP:


Titon Mitra, UNDP Philippines, Resident Representative a.i.

