

THIRD-PARTY COST-SHARING AGREEMENT
BETWEEN THE GOVERNMENT OF SWITZERLAND, REPRESENTED BY THE FEDERAL
DEPARTMENT OF FOREIGN AFFAIRS (FDFA) ACTING THROUGH THE SWISS AGENCY FOR
DEVELOPMENT AND COOPERATION (SDC) (DONOR) AND
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)

WHEREAS the Donor hereby agrees to contribute funds to UNDP on a cost-sharing basis (hereinafter referred to as "the Contribution") for the implementation of the project "Cuéntame: diálogo, difusión y educación para la promoción de los derechos humanos y los pilares de la justicia transicional en El Salvador — verdad, memoria, justicia, reparación y garantías de no repetición" (hereinafter referred to as "the Project"), as described in the Project document No. 126080, Cuéntame: diálogo, difusión y educación para la promoción de los derechos humanos y los pilares de la justicia transicional en El Salvador —verdad, memoria, justicia, reparación y garantías de no repetición, in El Salvador, and submitted to the Donor for information.

WHEREAS UNDP is prepared to receive and administer the Contribution for the implementation of the Project,

WHEREAS the Government of El Salvador has been duly informed of the Contribution of the Donor to the the Project,

WHEREAS UNDP shall designate an Implementing Partner for the implementation of the Project (hereinafter referred to as the "Implementing Partner"),

NOW THEREFORE, and the Donor hereby agree as follows:

Article I. The Contribution

1. (a) The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP the maximum amount of USD 345,000.00. The Contribution shall be deposited in the following bank account:

Bank:	Bank of America N.A.
Address:	1401 Elm Street. Dallas, TX 75283-2406
SWIFT:	BOFAUS3N
Account number:	3751 560142
Account name:	UNDP Representative in El Salvador
ABA number:	11000012

Schedule of payments:

<u>Due date</u>	<u>Amount USD</u>
April 20 th 2020	USD 200,000.00 out of wich USD 3,165.13 or 1% coordination le
April 1 st 2021	USD 145,000.00

(b) The Donor will inform UNDP when the Contribution is paid via an e-mail message with remittance information to contributions@undp.org, providing the following information: donor's name, UNDP country office, project No. **126080, Cuéntame: diálogo, difusión y educación para la promoción de los derechos humanos y los pilares de la justicia transicional en El Salvador — verdad, memoria, justicia, reparación y garantías de no repetición**, donor reference (if available). This information should also be included in the bank remittance advice when funds are remitted to UNDP.

2. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended to be consistent with the progress of the project delivery.
3. UNDP shall receive and administer the payment in accordance with the rules, regulations, policies and procedures of UNDP.
4. All financial accounts and statements shall be expressed in United States dollars.

Article 11. UN Coordination Levy

Pursuant to paragraph IO(a) of United Nations General Assembly Resolution 72/279 of 31 May 2018, the Donor agrees that an amount corresponding to 1% of the Contribution to UNDP shall be paid to finance the United Nations Resident Coordination System. This amount, hereinafter referred to as the "Coordination Levy" will be held in trust by UNDP until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund for the reinvigorated Resident Coordinator system, which has been established to fund the United Nations Resident Coordinator System and is managed by the United Nations Secretariat.

The Donor acknowledges that once the Coordination Levy has been transferred by UNDP to the United Nations Secretariat, UNDP is not responsible for the use of the Coordination Levy and does not assume any liability. The fiduciary responsibility lies with the United Nations Secretariat as the manager of the Resident Coordinator system.

The coordination levy does not form part of the UNDP's cost recovery and is additional to the costs of the UNDP to implement the activity or activities covered by the contribution. Accordingly, there is no normal obligation for the UNDP to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by UNDP. As deemed necessary by the Donor however, specially where the scale of the resources concerned or reputational risk justify the refund transaction costs, the Donor can submit a request for refund to the United Nations Secretariat to the United Nations Development Coordination Office or through UNDP. The responsibility to refund the levy lies with the Secretariat, and not with UNDP.

The Coordination Levy for this Agreement is up to **USD 3,165.13**. The payment schedule, refer to Article I, provides the breakdown of the disbursements of the coordination levy and the payments of the contribution.

Article III. Utilization of the Contribution

1. The implementation of the responsibilities of UNDP and of the 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. UNDP shall not start the implementation of the activities prior to receiving the Contribution or the first tranche of the Contribution (whichever is applicable).

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 approve to UNDP the additional funds required.

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 Project under this Agreement may be, if necessary, reduced, suspended or terminated by UNDP.

4. Any interest revenue attributable to the Contribution shall be credited to UNDP Account, and shall be utilized in accordance with established UNDP procedures.

Article IV. Administration and reporting

1. The Project management and expenditures shall be governed by the rules, regulations, policies and procedures of UNDP and, where applicable, the rules, regulations, policies and procedures of the Implementing Partner.

2. UNDP shall provide to the Donor the following reports in accordance with UNDP accounting and reporting procedures.

- (a) From the country office (or relevant unit at headquarters in the case of regional and global projects) an annual status report of the Project progress for the duration of this Agreement, as well as the latest available approved budget.
- (b) From UNDP Bureau of Management/Office of Finance and Administration, 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 this Agreement, a final report summarizing the Project activities and impact of activities as well as provisional financial data.
- (d) From UNDP Bureau of Management/Office of Finance and Administration, on completion of the Project, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the Project.

3. If special circumstances so warrant or upon the Donor's request, UNDP will provide more frequent reporting at the expense of the Donor. The nature and frequency of this reporting shall be detailed in an annex to this Agreement.

Article V. Administrative and support services

1. In accordance with the decisions, policies and procedures 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 8%. Furthermore, as long as they are unequivocally linked to the Project, all direct costs of implementation, including the costs of 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 Project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the Project under this Agreement as well as funds which may be available to the Project for the Project costs and for support costs under other sources of financing.

Article VI. Evaluation

All UNDP Programmes and Projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of El Salvador 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. Upon request, the donor is entitled to examine and visit the project at its own costs.

Article VII. 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 VIII. Auditing

The Contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of UNDP. Should the annual Audit Report of the UN Board of Auditors to its governing body contain observations relevant to the Contribution, such information shall be made available to the Donor by the country office.

Article IX. Completion of the Agreement

1. UNDP shall notify the Donor when all activities relating to the Project have been completed in accordance with the Project document.
2. Notwithstanding the completion of the Project, UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Project have been satisfied and the Project activities brought to an orderly conclusion.

3. If the unutilized funds 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. In cases where the Project is completed in accordance with the Project document, any unspent balance may be reallocated by UNDP after consultation and upon written approval of the Donor.

Article X. Termination of the Agreement

1. This Agreement may be terminated by UNDP or by the Donor after consultations between the Donor, UNDP and the programme country Government, and provided that the funds from the Contribution already received are, together with other funds available to the Project, sufficient to meet all commitments and liabilities incurred in the implementation of the Project. This 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 this Agreement.

2. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of all or the part of the Project have been satisfied and the Project activities brought to an orderly conclusion.

3. In cases where this agreement is terminated before Project completion any unspent balance may be reallocated by UNDP after consultation and upon written approval of the Donor.

Article XI: Notice

Any notice or correspondence between UNDP and the Donor will be addressed as follows:

(a) To the Donor: Swiss Confederation, represented by the Federal Department of Foreign Affairs, acting through the Swiss Cooperation Office for Central America

Address: Rotonda Jean Paul Genie 900 mts. al oeste, 150 mts. al norte, Managua, Nicaragua.

(b) Upon receipt of funds, UNDP shall send an electronic receipt to the Donor email address provided below as confirmation that the remitted funds have been received by UNDP

Donor email address: manaqua@eda.admin.ch

Attention: Jean-Gabriel Duss. Head of Cooperation. Central America.

(c) To UNDP: Georgiana Braga-Orillard.
UNDP Resident Representative in El Salvador

Address: United Nations Development Programme. Blvd. Orden de Malta Sur, N^o 2-B
Antiguo Cuscatlán, La Libertad, El Salvador.

Article XII. Anti-Corruption

Within the framework of this Agreement, the parties shall neither directly nor indirectly propose benefits of any nature whatsoever. They shall not accept any such proposals. Any corrupt or illegal behavior signifies a violation to the present Agreement and justifies its immediate termination.

Article XIII. Anti-Terrorism

Consistent with numerous United Nations Security Council resolutions, including S/RES/ 1269 (1999), S/RES/ 1368 (2001), and S/RES/1373 (2001), both the Donor and the Recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Donor to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the recipient undertakes to use reasonable efforts to ensure that none of the Donor funds provided under this grant agreement are used to provide support to individuals or entities associated with terrorism.

Article XIV. Amendment of the Agreement

This 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 this Agreement.

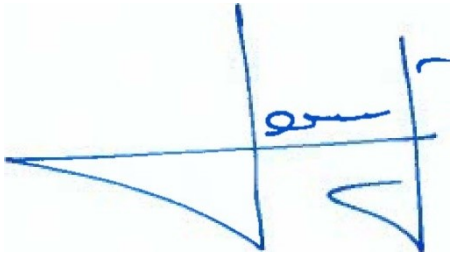
Article XV. Entry Into Force

This Agreement shall enter into force upon the signature of this Agreement by the parties hereto, on the date of the last signature. It covers the period from April 1st, 2020 to December 31st 2021 and shall expire as soon as all mutual obligations are fulfilled.

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

For the Donor:
Jean-Gabriel Duss
Head of Cooperation, Central America
Date: 21.04.2020

For the United Nations Development Programme:
Georgiana Braga-Orillard.
UNDP Resident Representative in El Salvador
Date: **27/04/2020**



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