

UN TO UN TRANSFER AGREEMENT

A. SUMMARY OF ACTIVITIES

Title:	Local Mobilized Resources (LMR) for development of activities toward submission of the National Report on the implementation of SDGs under VRN												
Start/End Dates:	Activities start date: 1 May 2021 Activities end date: 31 December 2021												
Location:	São Tomé and Príncipe												
Contribution Amount:	USD 21,000.00												
Contributing UN Entity:	<table><tr><td>RCO</td><td>\$ 5,000.00</td></tr><tr><td>UNESCO</td><td>\$ 1,000.00</td></tr><tr><td>UNICEF</td><td>\$ 5,000.00</td></tr><tr><td>UNDP</td><td>\$ 5,000.00</td></tr><tr><td>WHO</td><td>\$ 3,000.00</td></tr><tr><td>WFP</td><td>\$ 2,000.00</td></tr></table>	RCO	\$ 5,000.00	UNESCO	\$ 1,000.00	UNICEF	\$ 5,000.00	UNDP	\$ 5,000.00	WHO	\$ 3,000.00	WFP	\$ 2,000.00
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Recipient UN Entity:	United Nations Development Program												
Purpose:	Development of activities toward submission of the National Report on the implementation of SDGs under VRN												
Annexes:	Anne I – Detailed Budget In the event that the terms in the Annex(es) are inconsistent with those in this Agreement, then the terms in the latter shall govern and prevail.												
Expected outcome:	The National Report on the implementation of SDGs under VRN is submitted on due time.												

The UN Recipient entity will be fully responsible for administering the Contribution in accordance with its financial regulations, rules, policies, procedures and administrative instructions, and for undertaking the Activities efficiently and effectively.

B. BUDGET

The total budget for the Activities is attached hereto as Annex I (“Budget”).



Summary of activities and Budget	Annual Year	Total
Total programmable amount, including direct costs	2021	USD 21,000.00
Indirect support costs		N/A
Grand total		USD 21,000.00

The Contributing UN Entity will not be responsible for any financial commitment or expenditure made by the Recipient UN Entity that exceeds the Budget for the Activities. The Recipient UN Entity will promptly advise the Contributing UN Entity any time when the Recipient UN Entity 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 UN Entity will have no obligation to provide the Recipient UN Entity with any funds or to make any reimbursement for expenses incurred in excess of the Budget as set forth herein.

C. COSTS RECOVERY

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

Financial Reporting:

The Recipient UN Entity will provide the Contributing UN Entity with the financial reports, prepared in accordance with the Recipient UN Entity's financial regulations, rules, policies, procedures, and administrative instructions.

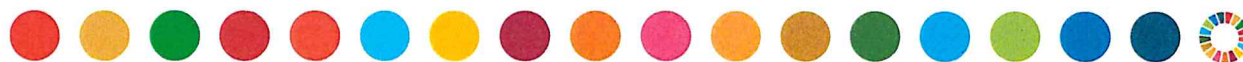
E. CONTRIBUTIONS

The Contribution paid by the Contributing UN Entity shall match the Budget and will be paid in instalments according to the following schedule.

Schedule of payment: As soon as possible

The Contributing UN Entity acknowledges that the Recipient UN Entity will not pre-finance the 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 UN Entity with immediate effect.

The Contribution will be paid into the following account:





Account Details: UNDP Representative Dobras Account
Currency: STD
Bank Address: Praça da Independência, São Tomé
Banking details: Account Number: 05819514101
IBAN: ST23000200000581951410103
SWIFT Code: INOISTST

When making such transfers, the Contributing UN Entity will notify the Recipient UN Entity to the attention of Assistant Resident Representative for Operations, by email antonia.daio@undp.org of the following: (a) the amount transferred; (b) the date of the transfer; (c) that the transfer is from the Contributing UN Entity pursuant to this Agreement.

F. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed in writing, all intellectual property rights over materials which were developed by the Recipient UN Entity as a result of the Activities will belong to the Recipient UN Entity.

The Contributing UN Entity will be granted by the Recipient UN Entity a perpetual, royalty-free, worldwide, non-exclusive and non-transferable license in the intellectual property that was developed by the Recipient UN Entity as a result of the Activities.

All intellectual property rights over materials which were developed by the Recipient UN Entity as a result of the Activities, will jointly vest in the Recipient UN Entity and the Contributing UN Entity.

G. CORRESPONDENCE

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

Resident Coordinator Office
Email Address: luis.viegas@un.org

United Nations Development Program
E-mail Address: kasia.wawiernia@undp.org

United Nations Children Fund
E-mail Address: lbonfim@unicef.org

World Food Program
E-mail Address: yasmin.wakimoto@wfp.org

World Health Organization
E-mail Address: lattm@who.int

United Nations Educational, Scientific and Cultural Organization
Email Address: y.matuturu@unesco.org



H. AMENDMENTS

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

I. COMPLETION OF THE ACTIVITIES

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

The Recipient UN Entity 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. EXPIRY AND 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 UN Entity 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 UN Entities 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 expiry or termination of this Agreement and following the submission of the final financial report, any unspent balance of the Contribution will be returned to the Contributing UN Entity, unless otherwise agreed in writing by the two UN Entities.

L. INTEREST

Unless otherwise agreed by the UN Entities based on requirements of the Funding Source as applicable, any interest accrued on the Contribution shall be treated according to the Recipient UN Entity's policies and procedures.

M. DATA PROTECTION

The UN Entities will ensure an appropriate protection of personal data in accordance with their respective regulations, rules, policies, and procedures with due regard to the Personal Data Protection and Privacy Principles.¹ The UN Entities acknowledge and agree that “personal data” is defined as information relating to an identified or identifiable natural person (data subject) that is processed by, or on behalf of, the respective UN Entities concerned.

¹ Available at: www.unsceb.org/personal-data-protection-and-privacy-principles.



N. SETTLEMENT OF DISPUTES

The UN Entities 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 UN Entity has notified the other UN Entity 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, failing which the matter shall be referred to the Secretary-General for resolution.

O. ENTRY INTO FORCE AND VALIDITY

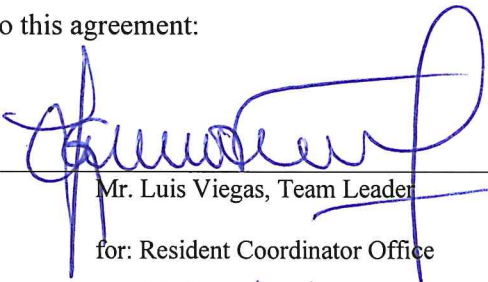
This Agreement will enter into force upon its signature by the authorized representatives of the UN Entities and remain in force until it expires or is terminated in accordance with Section J above.

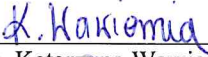
P. PRIVILEGES AND IMMUNITIES

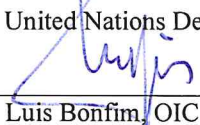
Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UN Entities.

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

Parties to this agreement:

Signed: 
Mr. Luis Viegas, Team Leader
for: Resident Coordinator Office

Signed: 
Mrs. Katarzyna Wawiernia, RR
for: United Nations Development Program

Signed: 
Mr. Luis Bonfim, OIC
for: United Nations Children Fund

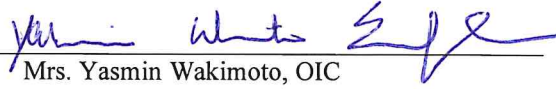




NAÇÕES UNIDAS
SÃO TOMÉ E PRÍNCIPE

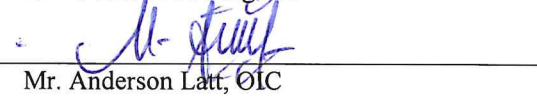


Signed:


Mrs. Yasmin Wakimoto, OIC

for: World Food Program

Signed:


Mr. Anderson Latt, OIC

for: World Health Organization

Signed:

Mrs. Yvonne Matuturu, Head of Office
for: UNESCO

