UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT

A. <u>SUMMARY OF ACTIVITIES</u>

Title: Supporting UN capacities for the sub-regional risk and resilience assessment (RRA) in the Fergana Valley and Afghanistan border areas (the "<u>Activities</u>")

Start/End Dates: Activities start date: 16 November 2020 Activities end date: 16 July 2021

Location: Fergana Valley and Afghanistan northern border areas with Tajikistan and Uzbekistan

Contribution Amount: US\$ 200,000 (the "Contribution")

Contributing Agency: United Nations Office for Project Services - UNOPS

Recipient Agency: United Nations Development Programme – UNDP Regional Hub in Istanbul

Nature of Activities: This project will support the UN contribution to a joint Regional RRA in Central Asia

Purpose: To advance the UN-World Bank partnership in Central Asia (Fergana Valley and Afghanistan's northern border areas with Tajikistan and Uzbekistan).

Annexes: HDPP Facility Project Appraisal HDPP Facility Project Proposal

Expected outcome: Deepened UN-World Bank-Foreign, Commonwealth and Development Office partnership in Central Asia through a joint understanding of multi-dimensional drivers of risk and resilience and the identification of collective outcomes across the Peace, Development and Humanitarian Nexus based on a strong analytical foundation included in the Regional RRA and indicator development.

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. The Recipient Agency will implement activities in close consultation with the Regional Development Coordinator's Office, the latter will retain the overall strategic oversight of the project.

B. <u>BUDGET</u>

The total budget for the Activities is 200,000, in USD, as more fully described below.

UNDG Harmonized Budget Categories ¹	Year 1	Total
1. Supplies, Commodities, Materials	5,185	5,185
2. Contractual services	150,000	150,000
3. Travel	30,000	30,000
4. Indirect Support Costs	14,815	14,815
Total	200,000	200,000

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. <u>COSTS RECOVERY</u>

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. <u>REPORTING</u>

Narrative reporting:

The Recipient Agency will provide the Contributing Agency, through the Regional Development Coordinator's Office, with a narrative report on the progress of the Activities on a regular basis, as set out below.

15 April 202115 October 2021 (final report)

Financial Reporting:

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

15 April 2021 15 October 2021 (final report)

E. <u>CONTRIBUTIONS</u>

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

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commencement of Activities. For multi-year Activities the Contribution will be paid in instalments according to the following schedule.

Schedule of payment:

• One Tranche – US\$ 200,000 upon signature of the present agreement

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:

Account Name	: UNDP Istanbul Regional Hub
Account Details	: 375 217 4553
Currency	: US Dollars
Bank Name	: Bank of America
Bank Address	: 304 East, 45th Street, Suite 478
	New York NY 10017
ABA/ACH Routing Number	: 026009593
SWIFT	: BOFAUS3N

When making such transfers the Contributing Agency will notify the Recipient Agency, **UNDP ISTANBUL REGIONAL HUB** for the Attention **ILKE ALPAN**, by e-mail <u>ilke.alpan@undp.org</u>; 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. <u>INTELLECTUAL PROPERTY RIGHTS</u>

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. <u>CORRESPONDENCE</u>

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

Name of the Contributing Agency: UNOPS

Address: 10 Grand Central, 44th Street, 14th floor, New York, NY 10017, USA

Name of the Recipient Agency: UNDP Istanbul Regional Hub

Address: Merkez, Abide-i Hürriyet Cd No:142, 34381 Şişli/İstanbul, Turkey

H. <u>AMENDMENTS</u>

The present Agreement, including its Annex(es), may be modified or amended only by written agreement between the two Agencies, in close consultation with the Regional Development Coordination Office.

I. <u>COMPLETION OF THE ACTIVITIES</u>

The Recipient Agency will notify the Contributing Agency, through the Regional Development Coordinator's Office, 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.

J. <u>TERMINATION OF THIS AGREEMENT</u>

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. <u>REFUNDS OF UNSPENT BALANCES</u>

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\$250) will be returned to the Contributing Agency, unless otherwise agreed in writing by the two Agencies.

L. <u>SETTLEMENT OF DISPUTES</u>

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. <u>ENTRY INTO FORCE AND VALIDITY</u>

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.

Kit/Bayd

Signed: Kirk Bayabos, Head of Cluster, SDC, UNOPS On behalf of the United Nations for Project Services

Gerd Trogemann

27-Nov-2020

Signed: Gerd Trogemann, Regional Manager, UNDP Istanbul Regional Hub On behalf of the United Nations Development Programme DocuSign Envelope ID: 67A2B6E7-65B3-49E8-AABC-69A8F964F596

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