

**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 "**Emergency assistance to mudflow affected population of Khuroson district**" (hereinafter referred to as "the Programme/ Project"), as described in the Project document (Project # and title), in Tajikistan, and submitted to the Donor for information.

WHEREAS UNDP is prepared to receive and administer the Contribution for the implementation of the "**Emergency assistance to mudflow affected population of Khuroson district**",

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

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

NOW THEREFORE, UNDP 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 51,000 (fifty one thousand US Dollars). The parallel contribution of UNDP will be equal to USD 7,920 (seven thousand nine hundred and twenty US dollars). The Committee of Emergency Situations and Civil Defense under the Government of Tajikistan has indicated that they will be an in-kind (non-monetary) contribution USD 960 (nine hundred and sixty US dollars). The Contribution shall be deposited in the¹:

Title of Account:	UNDP Representative in Tajikistan (USD) Account
Bank name and address:	BANK of AMERICA 730 15 th Street N.W. 7 th Floor Washington, DC 20005-1012
Account No.:	3752218312
ABA Number:	111000012
Fed Wire:	026009593
SWIFT Address:	BOFAUS3N

¹ Please note that the currency of the bank account should be the same as the currency of the contribution.

Payments	Schedule of payments	Amount
First Installment	upon signature of Agreement	50% - 25'500\$
Intermediate Operational and Financial Report (on the first installment) - by July 31 st , 2020		
Final installment	Upon approval of Intermediate operational and financial reports. The funds will be wired to UNDP account by August 15 th , 2020	50% - 25'500\$
Final operational and financial reports (uncertified by October 30 th , 2020)		
Certified financial statement by June 30 th , 2021		

- (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. and title], 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 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 II. 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. The Parties acknowledge and agree that the Donor shall have no obligation to provide additional funding. The Parties further acknowledge and agree that the UNDP shall not pre-finance any activity under the Project. As such, if additional funding is not available in order to cover a financing gap in the budget, UNDP shall have the faculty to reduce, amend, suspend and/or terminate the activities under the Project.

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

Article III. 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 after six months of implementation, a brief operational and financial report displaying the status of the project.
 - (b) 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 [Programme/Project] activities and impact of activities as well as provisional financial data;
 - (c) From UNDP Bureau of Management/Office of Finance and Administration, an annual certified financial statement as of 31 December to be submitted no later than 30 June of the following year;
 - (d) From UNDP Bureau of Management/Office of Finance and Administration on completion of the [Programme/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 IV. 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 Project costs and for support costs under other sources of financing.

Article V. Evaluation

All UNDP Programmes and Projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of Tajikistan 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 VI. 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 VII. 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 VIII. 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 good faith in implementation of the Project have been satisfied and 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 shall be returned to the Donor or otherwise dealt with as mutually agreed.

Article IX. Termination of the Agreement

1. This Agreement may be terminated by UNDP or by the Donor after consultations between the Donor, UNDP and the Government of Tajikistan, 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 good faith in the implementation of all or the part of the Project have been satisfied and 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 X: Notice

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

- (a) To the Donor: Federal Department of Foreign Affairs FDFA, Swiss Cooperation Office Dushanbe
Address: Dushanbe, Tajikistan

- (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: 3, Tolstoy street, Dushanbe, Tajikistan _____

Attention: Ms. Walburga Roos _____

- (c) To UNDP: Pratibha Mehta, UNDP Resident Representative in Tajikistan
Address: Ayni 39, United Nations Development Programme in Tajikistan

Article XI. 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 XII. 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 XIII. 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 XIV. 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 20.06.2020 to 20.09.2020 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:

Walburga Roos
Director

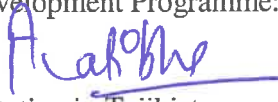
(Date)


June 19th, 2020

For the United Nations Development Programme:

Dr. Pratibha Mehta
UNDP Resident Representative in Tajikistan

(Date)


19/6/2020

Budget Contribution to local partners implementing small projects
Project Emergency assistance to mudflow affected population of Khuroson district
Currency: USD

1	2	3	4	5	6 (=7+8+9)	7	8	9
Budget item no:	Description	Unit/Lumpsu m	Quantity	Unit cost	Total	SDC Contribution	UNDP contribution	CoES contribution
Activity 1								
1.1	Matrass	pcs	676	11.00	7,436	7,436		
1.2	Pillow	pcs	676	4.00	2,704	2,704		
1.3	Blanket	pcs	676	17.00	11,492	11,492		
1.4	Bed linen	set	676	10.00	6,760	6,760		
1.5	Cooking pot	pcs	338	5.20	1,758	1,758		
1.6	Spoon	pcs	676	0.50	338	338		
1.7	Mug	pcs	676	1.50	1,014	1,014		
1.8	Bowl	pcs	676	1.74	1,174	1,174		
1.9	Knife	pcs	338	1.00	338	338		
2	Pot	pcs	338	22.00	7,436	7,436		
2.1	Scoop	pcs	338	2.00	676	676		
2.2	Kettle	pcs	338	7.00	2,366	2,366		
2.3	Bucket	pcs	338	2.50	845	845		
2.4	Toilet paper	pcs	1,690	0.39	659	659		
2.5	Dish washing liquid	pcs	338	1.00	338	338		
2.6	Bayonet showel	pcs	100	4.35	435	435		
2.7	Shovel	pcs	100	4.39	439	439		
2.8	Rubber boots	pares	100	9.40	940	940		
2.9	Working gloves	pares	100	0.25	25	25		
3	Detergent soap	pcs	100	0.50	50	50		
Sub-total					47,222	47,222		
GMS 8%					3,778	3,778		
Total					51,000	51,000		
Activity 2								
2.1	Preparation of cost estimates and procurement (UNDP)	month	2	2000	4,000		4,000	
2.2	Transportation (CoES)	route	3	500	1,500		1,500	
2.3	Manpower for loading and unloading (UNDP)	team	6	160	960			960
2.4	Visibility (UNDP)	action	1	220	220		220	
2.5	M&E, reporting (UNDP)	report	1	2200	2,200		2,200	
Sub-total					8,880	-	7,920	960

59,880	51,000	7,920	960
100%	85.2%	13.2%	1.6%

Funding:

	Funds	%
SDC	51,000	85.2%
UNDP	7,920	13.2%
CoES	960	1.6%
Totals	59,880	100%



Date: 21 December 2020

**AMENDMENT #2 TO THE 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)**

With reference to the Swiss Agency For Development And Cooperation (the "Donor") and the United Nations Development Programme ("UNDP" and together with the Donor, the "Parties") signed on 19 June 2020 (the "Agreement"), the Parties hereby agree on the following:

WHEREAS the Parties wish to amend certain provisions of the Agreement;

NOW THEREFORE, the relevant provisions of the Agreement indicated below are hereby amended to read as follows ("Amendment 2"):

The Parties hereby agree to amend the end date of the Project and extend the Agreement as follows: The end date of the Project shall be 28 February 2021. The Agreement shall be extended until 28 February 2021. No additional contributions shall be received under the Amendment. The final certified financial report shall be presented on 30 June of the following year after completion.

The following new schedule of payment to be introduced:

Payments	Schedule of payments	Amount
First Installment	Received	50% - 25'500\$
Intermediate Operational and Financial Report (on the first installment) by January 15, 2021		
Final installment	Upon approval of Intermediate operational and financial reports. The funds will be wired to UNDP account by January 31, 2021	50% - 25'500\$
Final operational and financial reports (uncertified by February 28, 2021)		
Certified financial statement by June 30 th of the following year after completion.		

All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and shall continue in full force and effect.

For the Donor:

Name and Title: Ms. Salome Steib, Director

Signature: 

Date: 23.12.20

For the United Nations Development Programme:

Name and Title: Ms. Pratibha Mehta, Resident Representative

Signature: 

Date: 21.12.2020



Ref: UNDP/DRMP/2020/261

21 December 2020

Subject: No-Cost Extension Request for the “Emergency Assistance to the Mudflow Affected Population of Khuroson District” Project

Dear Ms. Salome Steib,

The United Nations Development Programme (UNDP) in Tajikistan avails itself of the opportunity to renew to the Swiss Cooperation Office in Tajikistan the assurance of its highest appreciation for the long-standing cooperation in building resilience of the people and Government of Tajikistan.

Reference is made to “Emergency assistance to the mudflow affected population of Khuroson district” project funded by the Swiss Agency for Development and Cooperation (SDC) following the Cost Sharing Agreement between UNDP and SDC for US\$ 51,000 signed on 19 June 2020.

Pursuant to recent discussions held between UNDP Tajikistan and the Swiss Cooperation Office in Tajikistan regarding the unspent funds, we would like to submit another request for no-cost extension of the project for the period of 2 months, until 28 February 2021 with no cost implications.

Till date, the project has recorded following progress towards achieving its objectives: (a) two requests for quotations were announced and two contracts for the total amount of US\$ 40,553.43 (exclusive GMS and UPL fees) were signed. Today, part of the NFIs for the total amount of US\$ 9,308.72 were delivered to UNERT. The list of items already distributed and planned for procurement are Annexed to this letter.

According to the signed contracts, the number of NFIs that are being procured has exceeded those distributed to the mudflow affected people. Furthermore, an additional amount of US\$ 6,571.38 has remained as unspent.

With the purpose of full funds utilization and as the result of consultations held with the Committee of Emergency Situations and Civil Defense (CoES), it was recommended by CoES to use the remaining funds for the procurement of wheelbarrows, as the national response forces faced difficulties during recent mudflows while trying to remove the muds from household yards and buildings.

In light of the above, we kindly seek your authorization to use the remaining unspent amount of US\$ 6,571.38 for the procurement of 150 wheelbarrows and extend contract period until 28 February 2021 with no cost implications. The proposed project extension will enable UNDP to ensure timely completion of all project activities, replenish purchased non-food items and allow efficient utilization of donor funding.

Taking this opportunity, we express our sincere appreciation for the continuous cooperation on harmonization of disaster risk governance and DRR policy coordination activities in Tajikistan and look forward to strengthening our cooperation even more.

Sincerely,

A handwritten signature in black ink that reads 'Prati Bha'.

Dr. (Ms.) Prati Bha Mehta
Resident Representative

**Ms. Salome Steib,
Director of Swiss Cooperation Office in Tajikistan**

**Cc: Ms. Svetlana Jumaeva
SCO Senior National Programme Officer, Disaster Risk Reduction Programme**

Annexes: 1) List of procured and distributed items; 2) List of items recommended for procurement by CoES

Date: 17 September 2020

**AMENDMENT TO THE 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)**

With reference to the Swiss Agency For Development And Cooperation (the "Donor") and the United Nations Development Programme ("UNDP" and together with the Donor, the "Parties") signed on 19 June 2020 (the "Agreement"), the Parties hereby agree on the following:

WHEREAS the Parties wish to amend certain provisions of the Agreement;

NOW THEREFORE, the relevant provisions of the Agreement indicated below are hereby amended to read as follows ("Amendment 1"):

The Parties hereby agree to amend the end date of the Project and extend the Agreement as follows: The end date of the Project shall be 31 December 2020. The Agreement shall be extended until 31 December 2020. No additional contributions shall be received under the Amendment. The final certified financial report shall be presented on 30 June of the following year after completion.

The following new schedule of payment to be introduced:

Payments	Schedule of payments	Amount
First Installment	Received	50% - 25'500\$
Intermediate Operational and Financial Report (on the first installment) by November 01,2020		
Final installment	Upon approval of Intermediate operational and financial reports. The funds will be wired to UNDP account by November 15 th , 2020	50% - 25'500\$
Final operational and financial reports (uncertified by December 31, 2020)		
Certified financial statement by June 30 th of the following year after completion.		


All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and shall continue in full force and effect.

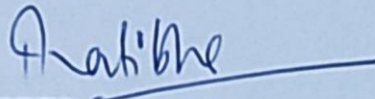
For the Donor:

Name and Title: Richard Chenevard, Deputy Director

Signature:

Date:

 18.09.20



For the United Nations Development Programme:

Name and Title: Dr. Pratibha Mehta

Signature:

Date:

18/09/2020

Date: 26 February 2021

**AMENDMENT #3 TO THE 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)**

With reference to the Swiss Agency For Development And Cooperation (the "Donor") and the United Nations Development Programme ("UNDP" and together with the Donor, the "Parties") signed on 19 June 2020 (the "Agreement"), the Parties hereby agree on the following:

WHEREAS the Parties wish to amend certain provisions of the Agreement;

NOW THEREFORE, the relevant provisions of the Agreement indicated below are hereby amended to read as follows ("Amendment 3"):

The Parties hereby agree to amend the end date of the Project and extend the Agreement as follows: The end date of the Project shall be 30 April 2021. The Agreement shall be extended until 30 April 2021. No additional contributions shall be received under the Amendment. The final certified financial report shall be presented on 30 June of the following year after completion.

The following new schedule of payment to be introduced:

Payments	Schedule of payments	Amount
First Installment	Received	50% - 25'500\$
Intermediate Operational and Financial Report (on the first installment) submitted.		
Final installment	Received	50% - 25'500\$
Final operational and financial reports (uncertified by April 30, 2021)		
Certified financial statement by June 30 th of the following year after completion. ce		

All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and shall continue in full force and effect.

For the Donor:

Name and Title: Mr. Richard Chenevard, Deputy Director

Signature: 

Date: 



For the United Nations Development Programme:

Name and Title: Ms. Pratibha Mehta, Resident Representative

Signature: 

Date: 



Date: 30 April 2021

**AMENDMENT #4 TO THE 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)**

With reference to the Swiss Agency For Development And Cooperation (the "Donor") and the United Nations Development Programme ("UNDP" and together with the Donor, the "Parties") signed on 19 June 2020 (the "Agreement"), the Parties hereby agree on the following:

WHEREAS the Parties wish to amend certain provisions of the Agreement;

NOW THEREFORE, the relevant provisions of the Agreement indicated below are hereby amended to read as follows ("Amendment 2"):

The Parties hereby agree to amend the end date of the Project and extend the Agreement as follows: The end date of the Project shall be 31 May 2021. The Agreement shall be extended until 31 May 2021. No additional contributions shall be received under the Amendment. The final certified financial report shall be presented on 30 June of the following year after completion.

The following new schedule of payment to be introduced:

Payments	Schedule of payments	Amount
First Installment	Received	50% - 25'500\$
Intermediate Operational and Financial Report (on the first installment) submitted.		
Final installment	Received	50% - 25'500\$
Final operational and financial reports (uncertified by May 31, 2021)		
Certified financial statement by June 30 th of the following year after completion.		

All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and shall continue in full force and effect.

For the Donor:

Name and Title: Mr. Richard Chenevard, Deputy Director

Signature:

Date:

30.04.2021

For the United Nations Development Programme

Name and Title: Mr. Christophoros Politis, Deputy Resident Representative

Signature:

Date:

30.04.2021

