

**AGREEMENT BETWEEN THE UNITED NATIONS OFFICE OF  
THE HIGH COMMISSIONER FOR HUMAN RIGHTS (OHCHR)  
AND THE UNITED NATIONS DEVELOPMENT PROGRAMME  
(UNDP)**

**A. PROJECT SUMMARY**

**Project Title:** UNDP/ OHCHR Capacity Development for the Provedoria for Human Rights and Justice Project  
**Time frame:** Year 2013  
**Location:** Timor-Leste  
**Contribution amount:** US\$ 50,000 (inclusive of cost recovery)  
**Donor:** Office of the High Commissioner for Human Rights  
**Recipient Agency:** United Nations Development Programme (UNDP)  
**Executing Entity/Implementing Partner:** United Nations Development Programme (UNDP), PDHJ and OHCHR

**B. PROJECT DESCRIPTION AND IMPLEMENTATION**

The contribution governed by this Agreement shall be utilized exclusively for the project, "Capacity Development of the Provedoria for Human Rights and Justice" under Atlas no. 00073841 (see Annex I). It will be used by the recipients to contribute to project activities as per annex II. This contribution will be administered in accordance with the regulations and rules applicable to UNDP.

**C. CONTRIBUTIONS AND SCHEDULE OF PAYMENTS**

This contribution will be allocated in one installment of US\$ 50,000.00 immediately after this Agreement has been signed by both Parties. The total contribution is inclusive of UNDP's fee to recover the costs of general management support services [7%] and all direct cost of implementation, including the costs of the implementing partner, will be identified in the project budget against a relevant budget line and borne by the project accordingly. OHCHR will inform UNDP when the contribution is paid via an e-mail message with remittance information to [contributions@undp.org](mailto:contributions@undp.org)

**D. UNDP REPORTING**

**Substantive Progress Reporting**

Substantive reports shall detail achievements, constraints and impacts with regard to the utilization of this contribution. The substantive report for the period will be submitted to OHCHR no later than one hundred and eighty (180) days after the date of completion or termination of the Agreement. This report will be accompanied by the preliminary financial report signed by the Resident Representative of UNDP Timor-Leste.

The final substantive report detailing achievements, constraints and impacts with regard to the utilization of the contribution from the country office and the final financial report, certified by the Office of Finance and Administration of UNDP, will be provided no later than 30 June of the year following the financial closing of the project. (see paragraph below).

### **Financial Reporting**

Financial reports shall reflect the amount received in relation to expenditure from the contribution. The first preliminary financial report signed by the Resident Representative of UNDP Timor-Leste for the period to 31 December 2013 will be submitted no later than sixty days after the date of completion or termination of the Agreement. This report will be accompanied by the first substantive progress report (see paragraph above on substantive progress reporting).

The financial reports signed by the Resident Representative will provide information according to the following categories:

- a. Amount received
- b. Staff and other personnel costs
- c. Travel
- d. Contractual services
- e. Procurement
- f. Fellowships, Grants and other
- g. Sub-total
- h. Cost recovery
- i. TOTAL EXPENDITURES

At the termination of the project, any unexpended or uncommitted part of the contribution will be returned to the OHCHR, unless otherwise agreed in writing by the parties.

The reports to OHCHR will be written in English and will be submitted to OHCHR at the following address:

Office of the United Nations High Commissioner for Human Rights,  
Coordinator of the Asia-Pacific Section,  
Palais des Nations, 1211 Geneva 10,  
Switzerland.

**E. PAYMENT INSTRUCTIONS**

Upon receipt of this Agreement, OHCHR will transfer funds to UNDP representing the OHCHR share towards the implementation of “Capacity Development of the Provedoria for Human Rights and Justice” Project as enumerated in Annex II. The allocation of the funds described above shall not be modified except with UNDP’s and OHCHR’s express written agreement in advance.

The funds shall be paid into the following account:

UNDP Contributions Account  
No. 015-002284  
JP Morgan Chase Bank  
1166 Avenue of the Americas, 17th Floor  
New York.  
SWIFT Address: CHASUS33  
ABA(9digits): 021000021  
Account Type: Checking  
Reference (Project Title): Human Rights Capacity Development of the Provedoria  
for Human Rights and Justice Project – Provedoria Project (short title)

**F. DISPUTE SETTLEMENT CLAUSES**

OHCHR and UNDP shall 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 thereto.

**G. FINAL PROVISIONS**

The Agreement shall enter in force upon signature by the two Parties.

UNDP will provide its services starting from the date of the signature of the present Agreement and will complete them by 31 December 2013 after the date of the receipt of the first payment, conditional on the timely disbursement of the funds based on the reporting requirements for each disbursement described above.


The Agreement may be amended upon consent of both Parties by formal modifications in writing of the Agreement document. The amendments shall enter in force upon signature by the two Parties.

**H. CERTIFICATION AND AGREEMENT BY UNDP**

UNDP certifies that the statement herein, under the heading “Project description and implementation”, is an accurate description of the Project and that agreement and

acceptance of the terms and conditions of this Agreement Document is indicated by the duly authorized signature below.

Signed On behalf of UNDP:

Name:  Finn Reske-Nielsen  
Title: UNDP Resident Representative  
Place and date: UNDP office, Dili, Timor Leste

Signature:  \_\_\_\_\_

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Date: \_\_\_\_\_

### I. CERTIFICATION BY OHCHR

It is hereby certified that the activities described in this document are consistent with the objectives of OHCHR and that agreement and acceptance of this Agreement Document is indicated by the duly authorized signature below.

**Signed On behalf OHCHR:**

Name: M.P. AJITH SUBGHAY  
Title: HUMAN RIGHTS OFFICER

Signature: 

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Date: \_\_\_\_\_

Name: Kyle Ward  
Title: Chief, Programme Support and Management Services, OHCHR

Signature: \_\_\_\_\_

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Date: \_\_\_\_\_

**ANNEX II: ACTIVITIES TO BE FUNDED BY OHCHR**

<b>Activities</b>	<b>Short Description</b>	<b>Budget (USD)</b>
1.1.1	Training on Children's Rights (PDHJ staff and staff of National Children's Commission) (training expenses only)	8,730
1.1.2	Training on Research Methodologies (trainer and training expenses)	12,000
1.3.1	Mentoring on Mediation and Conciliation (mentor and materials development costs)	15,000
2.1.2	Through mentoring and policy advice, support the PDHJ in undertaking its first review status with ICC (publication and HR Research Officer Costs)	11,000
<b>Total Activities</b>		<b>46,730.00</b>
GMS 7%		3,270.00
<b>TOTAL</b>		<b>50,000.00</b>