

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

**A. PROJECT SUMMARY**

<b>Project Title:</b>	UNDP/OHCHR Capacity Development for the Provedoria for Human Rights and Justice Project
<b>Time frame:</b>	Year 2014
<b>Location:</b>	Timor-Leste
<b>Contribution amount:</b>	US\$ 45,000 (inclusive of cost recovery)
<b>Donor:</b>	Office of the High Commissioner for Human Rights (OHCHR)
<b>Recipient Agency:</b>	United Nations Development Programme (UNDP)
<b>Implementing Partner:</b>	UNDP, Provedoria for Human Rights and Justice (PDHJ) and OHCHR

**B. PROJECT DESCRIPTION AND IMPLEMENTATION**

The contribution governed by this Agreement shall be utilized exclusively for the project, "Capacity Development for the Provedoria for Human Rights and Justice Project" 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\$ 45,000 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 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 impact with regards 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 report 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 2014 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,  
Head of the Asia-Pacific Section,  
Palais des Nations, 1211 Geneva 10,  
Switzerland.

### **E. PAYMENT INSTRUCTIONS**

Upon receipt of the present Agreement, OHCHR will transfer funds to UNDP representing the OHCHR share towards the implementation of "Capacity Development for 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 by 31 December 2014 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: Knut Ostby  
Title: UNDP Resident Representative  
Signature: 

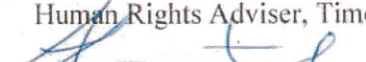
24/2/2014

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 of OHCHR:**

Name: Anjet Lanting  
Title: Human Rights Adviser, Timor-Leste  
Signature: 

Date: 18/2/2014

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

Date: 30/04/2014

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

<b>Activities</b>	<b>Short Description</b>	<b>Budget (US\$)</b>
1.1	Training on Research Methodologies (training expenses and trainer)	10,000
1.2	Mentoring on Monitoring Techniques	25,000
1.3	Drafting and Publishing of Human Rights Handbook for investigation and monitoring functions	7,056
	<b>Total Activities</b>	<b>42,056</b>
	GMS 7%	2,944
	<b>TOTAL</b>	<b>45,000</b>