

January 2007

Mr. Toby Lanzer,
UN Resident and Humanitarian Coordinator,
UNDP Resident Representative,
PNUD,
B.P. 872 Bangui
Central African Republic

Bishop's Square
Redmond's Hill
Dublin 2

Cearnóg an Easpaig
Cnoc Réamoinn
Átha Cliath 2

Our Ref: UNDP 07 03

Dear Mr. Lanzer,

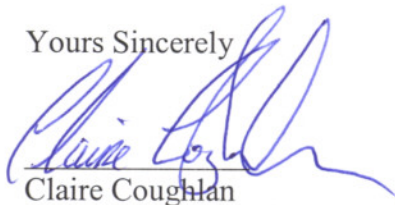
Please find enclosed two copies of the grant agreements relating to the Irish Government's grant of €500,000.00 towards UNDP's 2007 UN CAP Appeal in Central African Republic, one for your records and one signed copy to be returned to me at the address below.

Claire Coughlan
Emergency & Recovery Section
Irish Aid
Bishop's Square
Redmond's Hill
Dublin 2
Ireland

In any event you can fax or e mail me a signed copy of the agreements to ensure speedy delivery of payment on 00 353 1 408 2880,

Please don't hesitate to contact me on 00 353 1 408 2325
or claire.coughlan@dfa.ie should you have any enquiries.

Yours Sincerely


Claire Coughlan

January 2007

Mr. Toby Lanzer
UN Resident & Humanitarian Coordinator
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Bishop's Square
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Our Ref: UNDP 07 03

Dear Mr. Lanzer,

RE: UNDP – UN Consolidated Appeals 2007 – Central African Republic

I am directed by the Minister of State at the Department of Foreign Affairs ("the Department") with responsibility for Development Cooperation and Human Rights, Mr. Conor Lenihan T.D., ("the Minister") to inform you that he has approved the provision of **€500,000.00** from the Bilateral Assistance Programme of the Department of Foreign Affairs' Development Cooperation Directorate ("Irish Aid") towards the above project. This contribution is being made subject to the following terms, hereinafter referred to as the "Agreement":

- 1) Any major changes to the project, to the manner in which the contribution is to be applied must be agreed in writing in advance with the Department of Foreign Affairs ("the Department").
- 2) The United Nations Development Programme will monitor the project and shall .
 - a) carry out the project in a proper and businesslike manner and ensure that all personnel engaged on the project have the appropriate skills and professional competence. The United Nations Development Programme will ensure that all applicable laws, statutes and regulations are complied with in the course of implementing the project.
- 3) The United Nations Development Programme shall provide reports to the Department within the format of their Standard Reports in the English language on technical monitoring and on the results of the programme implemented. These reports shall include financial statements showing all funds received and expended on the project.

- 4) Should an audit report of the External Auditors of the United Nations Development Programme to its Executive Board contain observations relevant to the contribution, a copy of such report and of the United Nations Development Programme's published comments shall be made available to the Department.
- 5) The United Nations Development Programme shall hold in trust for the benefit of the project any equipment, plant, machinery or non-consumable item purchased by the United Nations Development Programme for the project either partially or fully from the contribution. The United Nations Development Programme shall not dispose of such property without the prior agreement of the Department.
- 6) (i) Neither Ireland ("the State"), the Minister or the Department shall have or be deemed to have any liability in relation to any contracts or agreements negotiated or entered into by the United Nations Development Programme or any other party in connection with the project. Neither the State, the Minister nor the Department is or shall be deemed for any purpose to be a partner of the United Nations Development Programme.

(ii) No contractual or other relationship shall exist or be deemed to exist between the State, the Minister or the Department and any person employed, or sent abroad in connection with, or otherwise associated with, or working on the project. None of the personnel working or who shall work on the project are, nor shall be deemed to be, employees or agents of the State, the Minister or the Department.
- 7) (i) Although the Minister is providing a financial contribution towards the cost of the project, neither the State, the Minister or the Department shall bear any liability for any claim of whatever nature or for any court order made against the United Nations Development Programme or any party, arising from, or in connection with the project and the United Nations Development Programme shall be responsible for any liabilities, Claims, actions or proceedings whatsoever in connection with the project.

(ii) In particular and without prejudice to sub-paragraph (i), neither the State, the Minister or the Department shall be liable in respect of any claim by or on behalf of any advisor, manager, volunteer, expert, employee, servant or agent of the United Nations Development Programme or by or on behalf of any other person who may have a claim against the United Nations Development Programme arising out of the implementation of the project and nor shall the State, the Minister or the Department be liable in respect of any claims that may arise

where any advisor, manager, volunteer, expert, employee, servant or agent of the United Nations Development Programme or any other person, is injured, disabled or killed in the course of employment or engagement under the project.

- 8) It shall be the sole responsibility of the United Nations Development Programme to take out adequate and appropriate insurance cover in relation to the project.
- 9) This Agreement shall be deemed to be frustrated if:
 - a) unless otherwise agreed with the Department, the project for any reason is not commenced within three months of the signature by the United Nations Development Programme of this agreement;
 - b) the Minister in consultation with the United Nations Development Programme considers that the events occur which are sufficient to defeat or substantially prevent or delay the achievement of the stated objectives of the project.

The United Nations Development Programme shall be given advance notice by the Department in the event that the Agreement is deemed to be frustrated and the United Nations Development Programme will be given an opportunity to respond by the Department's concerns before the Agreement is formally terminated.

- 10) (i) In the event of breach by the United Nations Development Programme of any conditions of the agreement, the United Nations Development Programme shall at the request of the Department repay the portion of the contribution which has not been spent, and also any portion of the contribution which has been spent in breach of the agreement.
 - (ii) In the event of frustration of the Agreement, the United Nations Development Programme shall at the request of the Department repay the portion of the contribution that has not been spent, and also any portion of the contribution which has been spent in breach of this Agreement.
- 11) (i) The United Nations Development Programme shall refund to the Department, within six months of the completion of the project (as per this agreement), any part of the contribution which has not been allocated.
 - (ii) The United Nations Development Programme shall refund to the Department any monies advanced by the Department which have not been accounted for in the project to the satisfaction of the Department.

Alternatively, it may be agreed, by consultation with the Department, to use the residual funds in support of activities which reflect the overall objectives of the original allocation.

- 12) The United Nations Development Programme shall acknowledge to the Department, receipt of the contribution provided by Irish Aid within 20 days of receipt of such and also in publicity about the project in a manner to be agreed with the Department and in accordance with the UN rules.
- 13) Should a dispute arise and the parties not resolve their differences within 60 days (or longer if so agreed), either party may request the arbitration of UNCITRAL (UN Commission on UN Commission on International Trade Law).
- 14) This Agreement may not be amended, varied or modified in any way except by an instrument in writing signed by both parties.

It is the Minister's recommendation that appropriate insurance be taken out for persons being sent abroad in connection with the Project.

A bank transfer for **€500,000.00** shall be issued on receipt of a signed copy of this agreement and confirmation of the United Nations Development Programme's bank details. Unless otherwise agreed with the Department, if that signed copy is not received by the Department within two months of the date of the issue of this Agreement, the approval of funding will be deemed to have lapsed.

If the United Nations Development Programme is in agreement with the above conditions, you are requested to return the enclosed copy of this letter, already signed by me, duly countersigned and dated, to the following address:

**Irish Aid
Department of Foreign Affairs
Bishop's Square
Redmond's Hill
Dublin 2
Ireland**

Tel: 00 353 (0)1 408 2325

Fax: 00 353 (0)1 408 2880

Email claire.coughlan@dfa.ie

On behalf of **Irish Aid**, acting on behalf of the Minister of State at the Department of Foreign Affairs, I make the offer of a grant as set out above:

NAME: Ms. Ciara O'Brien

SIGNATURE: 

POSITION: Deputy Director

DATE: 31/1/2007

On behalf of the **United Nations Development Programme**, I hereby agree to accept the grant upon the above terms and conditions:

NAME: T. LANZER

SIGNATURE: 

POSITION: RES REP

DATE: 28/2/7