

CLEARANCE SLIP FOR COST SHARING AGREEMENT



Empowered lives.
Resilient nations.

CONTRIBUTION AGREEMENT BETWEEN ILO AND UNDP

Agreement/Trust Fund title:	UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT - ILO, WFP and UNDP Regional Economic Opportunity Assessment -
Project No:	Project # 00076559 Output # 00087880
Project Title:	Regional Economic Opportunity Assessment
Country Office/HQ Business unit:	Sub-Regional Facility for the Syria Crisis
Regional Bureau:	Regional Bureau for Arab States
Donor:	International Labour Organization (ILO)
Total amount of the Agreement:	\$54,000 (fifty-four thousand United States dollars)
Document Received on	
Reviewed by	
Consulted	
Comments/Additional information	
Cleared by:	 <hr/> Simon Hannaford, Director, Legal Support Office
Date of clearance:	29/8/16
Cleared with conditions:	

UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT

A. SUMMARY OF ACTIVITIES

Title:	ILO, WFP and UNDP Regional Economic Opportunity Assessment (the "<u>Activities</u>")
Start/End Dates:	Activities start date: 17 August 2016 Activities end date: 30 September 2016
Contribution Amount:	\$54,000 (the "<u>Contribution</u>")
Contributing Agency:	International Labour Organization (ILO-Regular Budget Technical Cooperation (RBTC))
Recipient Agency:	United National Development Programme (UNDP)
Nature of Activities:	Regional Economic Opportunity Assessment
Purpose	The assessment includes a series of coordinated actions aiming at (a) identifying critical gaps in terms of employment opportunities; (b) rallying existing and potential partnership at regional level to rapidly scale up employment generation; and, (c) reinforcing advocacy for enhanced livelihoods investment at the country and regional levels. The results of this process will include recommendations to improve access to employment and economic opportunities in order to alleviate the pressure posed by the crisis on national governments and local service providers. (a detailed description of the Activities is included in the attached terms of reference)
Annexes:	In the event that the terms contained in Annex A are incompatible with those contained in this Agreement, then the latter shall govern and prevail. [Terms of Reference]
Expected outcome:	A multi-country employment opportunity assessment (Syria, Jordan, Lebanon, Iraq, Turkey and Egypt).

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 ensure that the ILO will receive equal visibility as a partner in this joint assessment carried out by WFP, UNDP and ILO.

B. BUDGET

This agreement represents the ILO contribution of \$54,000, as a contribution to consultancy services (\$20,000) and a regional workshop and launch (\$30,000). This includes the GMS fee mentioned below.

17 August 2016

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. 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. The itemized budget to the ILO contribution to the assessment is as follows:

Component /Item	Amount (US\$)
Expert Consultative Group (ECG) Regional Meeting	
2 ECG member/country (total of 12), travel and DSA	24,000
Experts: travel and DSA	4,000
Venue	2,000
Sub-total ECG	30,000
Country level experts (Iraq)	
Erbil based experts	9,000
Private sector experts	11,000
Sub-total country level work	20,000
GMS (8%)	4,000
TOTAL	54,000

C. COSTS RECOVERY

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. REPORTING

Narrative reporting:

The Recipient Agency will provide the Contributing Agency with a narrative report on the progress of the Activities on a regular basis, as set out below.

An inception report detailing among other things, the process and methodologies to be employed for the assignment, interview protocol, list of stakeholders targeted for participation, and assessment tools is available.

As a partner in the multi-country economic opportunity assessment, the reporting will be in the form of the **publication of the multi-country economic opportunity assessment.**

E. CONTRIBUTIONS

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

17 August 2016

WTK

Schedule of payment:

20 August 2016

\$54,000

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:

UNDP Contributions Account, #36349562
Citibank, N.A.
111 Wall Street
New York, NY 10043
ABA/ACH Routing Number: 021000089
SWIFT: CITIUS33

The ILO will inform UNDP when the Contribution is paid via an e-mail message with remittance information to contributions@undp.org, providing the following information: ILO's name, UNDP country office, [Project no. and title], ILO reference (if available). This information should also be included in the bank remittance advice when funds are remitted to UNDP.

The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UNDP of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UNDP shall inform the ILO with a view to determining whether any further financing could be provided by the ILO. Should such further financing not be available, the assistance to be provided to the Programme may be reduced, suspended or terminated by UNDP.

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 Programme delivery.

UNDP shall receive and administer the payment in accordance with the rules, regulations, policies and procedures of UNDP.

All financial accounts and statements shall be expressed in United States dollars.

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 Programme budget against a relevant budget line and borne by the Programme accordingly.

17 August 2016



F. INTELLECTUAL PROPERTY RIGHTS

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. CORRESPONDENCE

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

Mr. Jason Pronyk, Development Coordinator, UNDP Sub-Regional Response Facility, Amman, Jordan

Email Address: Jason.pronyk@undp.org

Frank Hagemann, Deputy Regional Director, ILO, Beirut, Lebanon

Email Address: hagemann@ilo.org

H. AMENDMENTS

The present Agreement, including its Annex(es), may be modified or amended only by written agreement between the two Agencies.

I. COMPLETION OF THE ACTIVITIES

The Recipient Agency will notify the Contributing Agency 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. TERMINATION OF THIS AGREEMENT

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. REFUNDS OF UNSPENT BALANCES

Upon termination of this Agreement and following the submission of the final financial report, any unspent balance from the Contribution will be returned to the ILO Regional Office bank account with a transfer notification to hagemann@ilo.org, unless otherwise agreed in writing by the two Agencies.

17 August 2016



L. SETTLEMENT OF DISPUTES

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. ENTRY INTO FORCE AND VALIDITY

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.

Signed:
On behalf of the International Labour Organization



Ms. Ruba Jaradat, Regional Director and Assistant Director General
Regional Office for Arab States

Signed:
On behalf of the United Nations Development Programme



Mr. Khaled Abdel Shafi,
Regional Hub Manager
UNDP RBAS Regional Hub

17 August 2016