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**FINANCING AGREEMENT FOR THIRD PARTY DONORS  
BETWEEN THE ARAB YOUTH CENTER (THE DONOR) AND  
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**

WHEREAS the Arab Youth Center in the United Arab Emirates (hereinafter referred to as the "Donor" ) hereby agrees to contribute funds to UNDP (hereinafter referred to as "the Contribution") for the implementation of the Arab Youth Delegates Programme (hereinafter referred to as "the Project"), as described in the Concept Note in Annex 1, in the Arab Region, and submitted to the Donor for information.

WHEREAS UNDP is prepared to receive and administer the Contribution for the implementation of the Arab Youth Delegates Programme,

WHEREAS UNDP shall designate an Implementing Partner for the implementation of the Arab Youth Delegates Programme (hereinafter referred to as the "Implementing Partner"),

NOW THEREFORE, UNDP and the Donor hereby agree as follows:

**Article I. The Contribution**

1. The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of USD \$298,796 (two hundred and ninety-eight thousand, seven hundred and ninety-six United States Dollars). The Contribution shall be deposited in the following bank account:

**Bank Name:** Citibank, N.A.  
**Bank Address:** 111 Wall Street  
 New York, NY 10043, USA  
**Account Number:** 36349562  
**Account name:** UNDP Contributions Account (US Dollar Account)  
**ABA/ACH Routing No.:** 021000089  
**Swift code:** CITIUS33

<u>Schedule of payments</u>	<u>Amount</u>
Upon signature of this Agreement by both parties	USD 298,796.00

2. The Donor will inform UNDP when the Contribution is paid via an e-mail message with remittance information to [contributions@undp.org](mailto:contributions@undp.org), providing the following information: donor's name, UNDP 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.



3. The above schedule of payment 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 Arab Youth Delegates Programme delivery.
4. UNDP shall receive and administer the payment in accordance with the rules, regulations, policies and procedures of UNDP.
5. 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 Concept Note 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 endeavors to make available to UNDP the additional funds required subject to the Donor approval. All losses (including but not limited to losses as result of currency exchange fluctuations) shall be charged to the Project.
3. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payment schedule, in accordance with paragraph 2 above is not forthcoming from the Donor or other sources, the assistance to be provided to the Arab Youth Delegates Programme under this Agreement may be reduced, suspended or terminated by UNDP.

### **Article III. Administration and reporting**

1. The Arab Youth Delegates Programme management and expenditures shall be governed by the regulations, rules policies and procedures of UNDP and, where applicable, the regulations, rules, 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.



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- (a) From the Regional Hub in Amman within six months after the date of completion or termination of this Agreement, a final report summarizing Arab Youth Delegates Programme activities and impact of activities as well as provisional financial data;
  - (b) From UNDP Bureau for Management Services/Offices of Financial Resources Management, an annual certified financial statement as of 31 December to be submitted no later than 30 June of the following year;
  - (c) From UNDP Bureau for Management Services/Offices of Financial Resources Management, on completion of the Arab Youth Delegates Programme, 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, UNDP may 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. General Management 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 at least 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 Arab Youth Delegates Programme budget against a relevant budget line and borne by the Arab Youth Delegates Programme accordingly.
2. The aggregate of the amounts budgeted for the Arab Youth Delegates Programme, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the Arab Youth Delegates Programme under this Agreement as well as funds which may be available to the Arab Youth Delegates Programme for Arab Youth Delegates Programme 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 Donor 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.

### **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 and 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 Arab Youth Delegates Programme have been completed the parties agreed that the Programme will be continuous unless both parties agreed in writing to suspend or terminate it. The Parties acknowledge and agree that the present Contribution under this Agreement is for the placement of contracts during 2021 per the Annex I. The placement of new contracts in the year 2022 will be subject to a new budget and a new financing agreement.
2. Notwithstanding the completion of the Arab Youth Delegates Programme, UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Arab Youth Delegates Programme have been satisfied and the Arab Youth Delegates Programme 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 Concept Note any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all



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commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be paid back by UNDP to the Donor.

### **Article IX. Termination of the Agreement**

1. This Agreement may be terminated by UNDP or by the Donor after consultations between the Donor and UNDP, and provided that the funds from the Contribution already received are, together with other funds available to the Arab Youth Delegates Programme, sufficient to meet all commitments and liabilities incurred in the implementation of the Arab Youth Delegates Programme. 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 the implementation of all or the part of the Arab Youth Delegates Programme have been satisfied and the Arab Youth Delegates Programme activities brought to an orderly conclusion.
3. In cases where this Agreement is terminated before Project completion any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be paid back by UNDP to the Donor.

### **Article X. Fraud and Anti-Corruption Measures**

The Parties agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, UNDP shall maintain standards of conduct to govern the performance of its staff, including of corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.

### **Article XI. Anti-Terrorism Measures**

Consistent with numerous United Security Council resolutions, including S/RES/1269 (1999), S/RES 1368 (2001), and S/RES/1373 (2001), both the Donor and UNDP are firmly committed



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to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of UNDP 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, UNDP undertakes to use reasonable efforts to ensure that none of the Donor funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

### **Article XII: Notice**

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

- (a) To the Donor:

The Arab Youth Center  
IPIC Tower, 8th floor  
Abu Dhabi, UAE  
Telephone Number: 00971 2 304 4308  
e-mail Address: [doaa.kazweni@arabyouthcenter.org](mailto:doaa.kazweni@arabyouthcenter.org)

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: [Mohamed.Khalil@arabyouthcenter.org](mailto:Mohamed.Khalil@arabyouthcenter.org)  
Attention: [Doaa.Kazweni@arabyouthcenter.org](mailto:Doaa.Kazweni@arabyouthcenter.org)

- (b) To UNDP:

Mr. Khaled Abdelshafi  
Regional Hub for Arab States  
Abubaker Seraj Eddi, 11  
North Abdoun, Amman  
P. O. Box 852303, Amman 11185 Jordan  
United Nations Development Programme

### **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.


IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

For the Donor:

H.E. Shamma Sohail F. Al Mazrui  
Minister of Youth  
Vice Chairman of Arab Youth Center

For UNDP:

Dr. Khalida Bouzar, Assistant Secretary-General and Director of the Regional Bureau for Arab States, United Nations Development Programme (UNDP)

Signature:   
Date:

Signature: *Khalida Bouzar*  
Date: 04-May-2021