

UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT

A. SUMMARY OF ACTIVITIES

Title:	Arrowroot Industry Modernization for Sustainable and Climate Resilient Rural Livelihoods
Start/End Dates:	Activities start date: 1 October 2019 Activities end date: 30 November 2020
Location:	St. Vincent and the Grenadines
Contribution Amount:	One Million Thirty Four Thousand Two Hundred Sixty Seven United States Dollars (USD 1,034,267)
Contributing Agency:	United Nations Office for South-South Cooperation, through United Nations Development Programme
Recipient Agency:	United Nations Industrial Development Organization (UNIDO)
Nature of Activities:	Infrastructure (Design, construction)
Purpose	Project purpose is to provide assistance in the design and construction of the new processing factory shell. This construction would allow a smooth facilitation of a seamless process flow between new facilities and existing pulverization plant while reducing environmental hazards. A detailed description of the Activities, work plan and the budget are attached in the project document.
Annexes:	Project Document. In the event that the terms contained in Annex(es) are incompatible with those contained in this Agreement, then the latter shall govern and prevail.
Expected outcome:	The overall outcome of the project "Arrowroot Industry modernization Project" (part of which is being implemented by UNIDO) is to modernize the arrowroot industry to meet health and safety USDA and European requirements. The Output implemented by UNIDO is focusing on the completion of the design and construction of the factory shell.

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.

B. BUDGET

The total budget for the Activities (including UNIDO's project support costs of 7% and UNDP's GMS rate of 3%) is 1,034,267, in USD, as more fully described below.

Summary of activities and BUDGET^[1]	Annual 2019	Annual 2020	Total (all years)
Total programmable amount, including direct costs	154,500	783,951	938,451
UNIDO's project support costs (7%)	10,815	54,877	65,692
Total	165,315	838,828	1,004,143
UNDP's GMS (3%)	4,959	25,165	30,124
Grand Total	170,274	863,993	1,034,267

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, including its Annex(es). 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.

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.

- Monthly progress updates (2 or 3 bullet points) are submitted by the project manager via email to UNOSSC, Secretariat and Trust Fund Manager of the India-UN Fund. This may include best available financing delivery figures, description of progress and challenges in project implementation and pictures or other materials on project activities.

^[1] Annualized budget is provided in the project document

- Quarterly progress reports detailing progress achieved in terms of the scheduled program of work.
- One final progress report within six (6) months following the date of operational completion of this project or, in the event of termination of this Agreement, following such termination.

Financial Reporting:

The Recipient Agency will provide the Contributing Agency with the following financial reports, prepared in accordance with the Recipient Agency's financial regulations, rules, policies, procedures, and administrative instructions:

- (a) Quarterly interim financial reports to be submitted within one month of the end date of the quarter through the PDR modality;
- (b) An annual certified financial statement as of 31 December every year to be submitted no later than 31 July of the following calendar year through the PDR modality;
- (c) A final certified financial statement is to be submitted no later than 31 July of the year following the financial closing of the Project through the PDR modality.

E. CONTRIBUTIONS

Schedule of payment:

1 October 2019	USD 170,274 based on 2019 AWP amount
1 January 2020	USD 863,993 based on 2020 AWP amount

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, using UNDP's Agency's Service clearing account:

Account Details:	JPMORGAN CHASE UNIDO/IDF Account No. 949-2-416442 ABA No.: 021 000 021 Swift: CHASUS33
Currency:	US Dollars
Bank Address:	277 Park Avenue, 23rd Floor New York, N.Y. 10172-0003, USA

When making such transfers the Contributing Agency will notify the Recipient Agency, [UNIDO] (for the Attention of George Perera, Director, Department of Finance by e-mail (g.perera@unido.org and p.krist@unido.org) of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from the Contributing Agency pursuant to this Agreement.

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:

UNOSSC: Donaldo Lopez, Fund Administration Specialist
Address: 304 E 45th Street, New York, NY 10017
Email: Donaldo.lopez@unoss.org
Tel No.: +12129065123

UNIDO: Office of the Deputy to the Director General, United Nations Industrial Development Organization (UNIDO)
Address: Wagramer Str. 5, A-1400 Vienna, Austria
Email: DDG@unido.org
Tel No: +431-26026-3470

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

OPTIONS:

1. Upon termination of this Agreement and following the submission of the final financial report, any unspent balance of the Contribution (where the unspent funds exceed US\$1,000) will be returned to the Contributing Agency, unless otherwise agreed in writing by the two Agencies.

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 United Nations Office for South-South Cooperation:



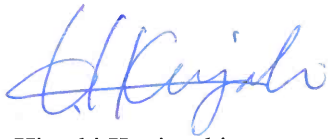
Jorge Chediak
Envoy of the Secretary-General on South-South Cooperation
Director of the United Nations Office for South-South Cooperation

Date:



Signed:

On behalf of the United Nations Industrial Development Organization (UNIDO)



Hiroshi Kuniyoshi
Deputy to the Director General

Date: **10 SEP 2019**