

**AGREEMENT BETWEEN
REGIONAL ENVIRONMENTAL CENTRE (REC)
AND
UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**

WHEREAS Regional Environmental Center (REC) Office in Kosovo and the UNDP enter into contractual agreement for the implementation of the **Program for Environmental CSO Support in Kosovo, Sustainable Environmental Civil Society Support – SpECIES – the component on Access to GEF SGP** (hereinafter referred to as “the Project”), as described in the Program Document. The grant for the Project is provided by the Swedish International Development Agency (Sida), represented by the Swedish Embassy in Prishtina.

WHEREAS UNDP is prepared to receive and administer the contribution for the implementation of the Program Component: **Access to Global Environmental Facility Small Grants Program (GEF SGP)**,

NOW THEREFORE, UNDP and REC (hereinafter referred to as “the Parties”) hereby agree as follows:

Article I. The Contribution

1. (a) The purpose of “AGREEMENT” is to provide funding to UNDP for implementation of the program activity **Access to Global Environmental Facility Small Grants Program (GEF SGP)**, which is integral part of the **Program: Environmental CSO Support in Kosovo, SpECIES-Sustainable Environmental Civil Society Support** (hereinafter referred to as “Project”).

(b) This Agreement shall enter into force on the date upon signature by both Parties. The scope of activities and the project implementation are indicated in the ToR – Annex 1 and 2 of this Agreement.

(c) REC, in accordance with the schedule of payments set out below, shall contribute to UNDP the total amount of **228,557.60 Euro**, in accordance to the UNDP quotations made during Program Document Development – as attached in the Annex 2 (Excel File). The Contribution shall be deposited in the following bank account:

Account Holder: UNDP
Address: 304 EAST 45TH STREET, NEW YORK, NY 10017
Account Name: UNDP Contributions (EURO) Account
Bank Name: Bank of America
Bank Address: 5 Canada Square, London, 5AQ E14
Account No. 6008-62722-022
SWIFT Address: BOFAGB22
Sort Code: 165050
IBAN: GB59BOFA16505062722022
Bank Account Currency: EUR

(d) The Parties agree that the implementation of the program component **Access to Global Environmental Facility Small Grants Program (GEF SGP)** will start in January 2018 and will end in June 2020.



(e) The Parties agree on the following disbursement schedule:

Year 1, 2017 (to disburse by Nov. 2017)	69,000.00	Euro upon Contract Signature (advance payment)
Year 2, 2018 (to disburse by Sep. 2018)	100,000.00	Euro upon delivery of the 2 trainings, 4 workshops and a study visit to Albania for experience sharing on the access to GEF SGP (based on the progress of work)
Year 3, 2019 (to disburse by Sep. 2019)	59,557.60	Euro upon delivery of the additional workshops and study visits.
Total contribution	228,557.60	Euro.

(f) The first payment, as advance payment, shall be deposited into the designated account(s) based on signed Contract Agreement and according to the agreed schedule of payment. The value of the payment will be made in Euro, and the UNDP shall send a disbursement request for the first installment upon contract signature.

(g) REC will inform UNDP when the Contribution is paid via an e-mail message with remittance information to contributions@undp.org, providing the following information: donor's name, UNDP country 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.

2. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. Schedule of payment may be amended to be consistent with the progress of project delivery.
3. UNDP shall receive and administer the payment in accordance with the terms of payment schedule of this agreement, UNDP regulations and rules and in accordance to the proposed workplan. UNDP shall administer the payment in accordance with the regulations, rules, policies and procedures of UNDP.
4. Procurement, if any, shall be carried out according to UNDP rules and procedures. UNDP will ensure that the principles of transparency, competition and equal treatment and non-discrimination are followed in accordance with its procurement procedures.
5. All financial accounts and statements shall be expressed in Euro.

6. UNDP is an UN specialized agency applying Single Audit Principle and conducts the auditing in accordance to its internal Office of Audit and Investigation document article XVI.

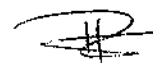
Article II. Utilization of the Contribution

1. The implementation of the project activities under the responsibility of UNDP pursuant to this Agreement, composed of: Scope of Activities of the UNDP and the Budget for implementation of the Component for GEF SGP, shall be dependent on receipt by UNDP of the contribution in accordance with the schedule of payment as set out in Article I, Paragraph I, point d.
In the event of cost-overruns due to inflationary factors, currency exchange fluctuations and any other Force Majeure circumstances, UNDP shall inform REC in order to obtain additional funding. The Parties acknowledge and agree that REC does not have any obligation to provide this additional funding. However, the Parties acknowledge and agree that if funding is not available, UNDP may reduce, suspend or terminate the activities under the Project, resulting from above mentioned implications.

Article III. Administration and Reporting

Project management and expenditures shall be governed by the rules, regulations, policies and procedures of UNDP.

2. UNDP shall provide to REC the following reports, for the activities under the responsibility of UNDP, in accordance with the requirement of the donor (i.e. Sida) and in accordance with UNDP accounting and reporting procedures.
3. UNDP shall prepare and submit in writing Annual Narrative Progress Reports and Financial Reports no later than the end of February 2019 and 2020, which will be incorporated in the main Annual Narrative Report of REC that will be submitted to Sida by 31st of March 2018, 2019 and 2020 following the end of each financial year.
4. UNDP shall prepare and submit to REC following information/ inputs no later than 31st of December 2017 and 2018, which will be incorporated into the main REC reports, and will be submitted to Sida on 15 January 2018 and 2019: Annual work plan, budget, and procurement plan for the forthcoming year.
5. From UNDP Bureau of Management/Office of Finance and Administration, on completion of the project, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the project.
6. If special circumstances so warrant, UNDP may provide more frequent reporting at the request of REC. The specific nature and frequency of this reporting shall be specified in an annex of the Agreement.



Article IV. Administrative and 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 8%. Furthermore, as long as they are unequivocally linked to the Project, all direct costs of implementation will be identified in the Project budget against a relevant budget line and borne by the Project accordingly.
2. The aggregate of the amounts budgeted for the project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available of the Project under this Agreement as well as funds which may be available to the project and for support costs under other sources of financing.

Article V. Equipment

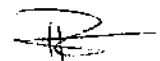
Ownership of equipment, supplies and other properties financed from the contribution shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

Article VI. Auditing

The Contribution shall be subject exclusively to the internal auditing procedures provided for in the financial regulations, 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 REC by UNDP Kosovo.

Article VII. Advertisement of the contribution, visibility

1. Neither party shall use the name or emblem, or any abbreviation thereof, of other party in connection with its business or otherwise without the express prior written approval of that other party. In no event will authorization be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of REC, its products or services.
2. REC acknowledges that it is familiar with UNDP's ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.
3. REC may make representations to its shareholders and internal budget officials as required about the fact of the contribution to UNDP. Any other use of the UNDP name or emblem, and any other form of recognition or acknowledgement of the contribution of REC are subject to consultations between the Parties, and the prior written agreement of UNDP.



4. UNDP will report on the contribution to its Executive Board in accordance with its regular procedures regarding contributions from private donors. Other forms of recognition and acknowledgement of the contribution are subject to consultations between the Parties, but the manner of such recognition and acknowledgement shall be determined at the sole discretion of UNDP.
5. UNDP shall take all appropriate measures to publish the fact that the Project has received funding from Sida. UNDP shall display or attach the logo of or a reference to the funding provided by Sida to all publications as well as the funded equipment, facilities and buildings in a visible way.

Article VIII. Completion of the Agreement

1. UNDP shall notify REC when all activities relating to the Project have been completed in accordance with the project document.
2. Notwithstanding the completion of the Project, UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Project have been satisfied and Project activities brought to an orderly conclusion.
3. In cases where the Project is completed in accordance with the project document any funds that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP to REC.

Article IX. Termination of the Agreement

1. This Agreement may be terminated by UNDP or by REC after consultations between REC, Sida and UNDP and provided that the funds from the Contribution already are received, together with other funds available to the Project, sufficient to meet all commitments and liabilities incurred in the implementation of the Project. 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 Project have been satisfied and Project activities brought to an orderly conclusion.
3. In cases where this agreement is terminated before Project completion any funds that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP to REC.
4. 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 that govern the performance of its staff, including the prohibition 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, UNDP Financial Regulations and Rules, and UNDP Procurement Manual.

Article X: Notice

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

(a) To REC:

Name: Abedin Azizi

Position: Director - REC Office Kosovo

Address: REC Office Kosovo

Str. Enver Maloku No. 28/ 4th floor, 10000 Prishtina

(b) To UNDP:

Name: Alessandra Roccasalvo

Position: Deputy Resident Representative

Address: United Nations Development Programme Office in Kosovo

Zagrebi Str. 58, 10000 Pristina, Kosovo

(c) Upon receipt of funds, UNDP shall send an electronic receipt to REC email address provided below as confirmation that the remitted funds have been received by UNDP

REC email address: aazizi@rec.org and info@kos.rec.org

Attention: Abedin Azizi

Article XI. Amendment of the Agreement

This Agreement may be amended through an exchange of letters between REC and UNDP. The letters exchanged to this effect shall become an integral part of this Agreement.

Article XII. Settlement of Disputes

1. The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with UNCITRAL Conciliation Rules then obtaining, or according to such procedure as may be agreed between the parties.
2. Any dispute, controversy or claim between the Parties arising out of or relating to this agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within (60) sixty days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.



Article XIII- Privileges and Immunities

Nothing in this agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.

Article XIV. Entry Into Force

This Agreement shall enter into force upon the signature of this Contract 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.

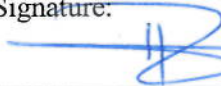
For the Regional Environmental Center,
REC Office in Kosovo

United Nations Development Programme
Office in Kosovo

Abedin Azizi, REC Office Director

Alessandra Roccasalvo, Deputy Resident
Representative

Signature:



Date:

15/12/2017

Signature:



Date:

18/12/2017



Annex 1:

Scope of Activities of UNDP for implementation of the SpECIES Program Component on Access to Global Environment Facility Small Grant Program (GEF SGP)

Str. Enver Maloku no.28

10000 Prishtinë

Kosovë

Tel: +38 138 225 123

& +38 138 225 127

www.kosovo.rec.org

1. Introduction: The Regional Environmental Center (REC) – Office in Kosovo, with the financial support of the Swedish International Development Agency (Sida), represented by the Embassy of Sweden in Prishtina, will implement over the next four years the program for "Sustainable Environmental Civil Society Support - SpECIES" in Kosovo.

The main objective of the SpECIES program is to strengthen the role and capacities of environmental civil society in Kosovo through assisting organizations and communities in articulating needs, providing services and support, and developing partnerships and networks that can effectively address environmental priorities and make progress towards achievement of sustainable development goals. Support to civil society organizations provided through the SpECIES program will focus on the following sectors: air, water and waste.

2. Subject of the contract: Based on the communication during development of the Program Document for Environmental Civil Society Support in Kosovo "SpECIES", the Swedish Embassy, REC Office Kosovo and UNDP Kosovo have agreed to incorporate the component for strengthening ECSOs for access to Global Environmental Facility Small Grants Program (GEF SGP) as part of SpECIES program, and for implementation of this component, Swedish Embassy recommended to contract the United Nations Development Programme (UNDP).

Aiming at creating synergy with the REC Office in Kosovo activities and further empower ECSOs, the UNDP component will focus on the global perspective and relevant UN Conventions that Global Environmental Facility (GEF) embrace. Sida through this project will support ECSOs with capacity building, networking and exchange as well as single grants; besides GEF Small Grants Programme (SGP) will serve as a long-term support for ECSOs to develop further and work on the global themes determined by GEF (Biodiversity, Climate Change Mitigation and Adaptation, Land Degradation and Sustainable Forest Management, International Waters and Chemicals). Being a coordinator of the GEF Small Grants Programme, UNDP Kosovo will be sub-contracted within the Sida funded project to implement the activities related to the access of GEF SGP. UNDP will continue with grants scheme after the project ends ensuring the long-term development and sustainability of the ESCOs in Kosovo. Therefore, the UNDP will solely deal with the GEF SGP – actions will be well coordinated with the REC in order to ensure that there is no overlapping of actions.

Hence, the proposed Grant Scheme for ECSOs under this project would be designed according to the GEF Small Grants Programme philosophy, principles and focal areas. These interventions are relevant for Kosovo, as they will enable functionalization of GEF SGP in Kosovo and ECSOs will be empowered, as a result of this project, to design and implement relevant actions and projects that respond to the orientations of the four main Conventions (Biodiversity, Climate Change, Persistent Organic Pollutants, and Desertification).





3. Activities to be implemented: Foundation for Access to Global Environmental Facility Small Grants Program

The objective of this component is to familiarize ECSOs with the GEF Small Grants Program (SGP) and establish a foundation for accessing SGP. This include establishing the National Steering Committee (NSC) for SGP and appointing the National Coordinator (NC). The ECSOs will be actively engaged in these processes to ensure that their inputs are reflected.

Activity 1: Establishment of the National Steering Committee (NSC) and the appointment of the National Coordinator (NC). The NSC will be trained on how to align country programme priorities with GEF policies and priorities. Further, training and workshops to facilitate ESCOs' inputs for the framework National strategy for SGP are foreseen under this component. These trainings and workshops will be organized in cooperation with main actors such as UNDP Country Offices and National Host Institution as per GEF SGP.

Activity 2: Conduct series of know-how environmental training courses at national and local level, series of resource materials, participation in national and local environmental planning process, follow up CSO actions, technical literature/modules, 4 trainings and 7 workshops will be organized aiming at development of SGP Strategy.

Activity 3: Study Visit to Albania - UNDP Kosovo in coordination with the UNDP Albania will organize a study visit of the newly established National Strategy Committee and the trained ECSOs on the SGP to their experienced colleagues and Strategy Committee in Albania in order to learn from their experience and to initiate regional networking.

4. Estimated Budget: Refer to Contract Agreement and Budget developed by UNDP attached as Annex 2.

5. Invoicing and Payments: Refer to Contract Agreement Article I, Paragraph 1 under point (d).

6. Project duration: The project activities are planned to be implemented will start in January 2018 and will end in June 2020.

Annex 2: Program Budget - UNDP Component

2.4 Access to GEF SGP		2018	2019	Total
National Steering Committee (NSC) established and the National Coordinator (NC) appointed.				
2.4.1	Rent of the conference room 2days x 150eur x 2workshops	300	300	600
2.4.2	Lunch and refreshments for: 20persons x 4 meals x 15eur x 2workshops	1,200	1,200	2,400
2.4.3	Accommodation for participants 20 persons x55eur x1 night x 2workshops	1,100	1,100	2,200
2.4.4	Senior expert (lump sum as per UNDP International Individual Contracts Rates includes daily fee, including international travel, international flights, trains, car usage and local travel, 6 working days x 550eur)	1,650	1,650	3,300
2.4.5	Senior (Local) expert (lump sum as per UNDP local Individual Contracts Rates includes daily fee, local travel, 6 working days *150eur)	450	450	900
2.4.6	simultaneous translation: 2days x 2translators x 150euro x 2workshops	600	600	1,200
2.4.7	simultaneous equipments: 2days x 180eur x 2workshops	360	360	720
2.4.8	Written translation and printing of GEF Guidelines and relevant documents to Albanian and Serbian: 2languagesx2workshops at lumpsum 800eur	1,600	1,600	3,200
2.4.9	Printing written documents in Albanian and Serbian languages for 2workshops x 2languages x 450 eur)	900	900	1,800
4 Trainings and 7 workshops				
2.4.10	Rent of the conference room 4days x 150eur x 4trainings	1,200	1,200	2,400
2.4.11	simultaneous translation: 4days x 2language(Albanian and Serbian) x 2translators x 150euro x4trainings	4,800	4,800	9,600
2.4.12	simultaneous equipments: 4days x180eur x 4trainings	1,440	1,440	2,880
2.4.13	Lunch and refreshments for: 14persons x 2meals x15eur x4days x 4trainings	3,360	3,360	6,720
2.4.14	Accommodation for participants 14 persons x 4 nights x55eur x 4trainings	6,160	6,160	12,320
2.4.15	Printing written materials for 4 trainings x1000euro	2,000	2,000	4,000
2.4.16	simultaneous translation: 2languages x2translators* 150eur x 12 days (7workshops in total)	3,600	3,600	7,200
2.4.17	Lunch and refreshments for: 14persons x 1meals x15eur x 12 days (7workshops in total)	1,260	1,260	2,520
2.4.18	Printing written materials for 7 workshops x 300Eur	1,200	900	2,100
2.4.19	Senior expert (lump sum as per UNDP International Individual Contracts Rates includes daily fee, including international travel, international flights, trains, car usage and local travel, 55 working days x 550eur)	15,400	14,850	30,250
2.4.20	Senior (Local) expert (lump sum as per UNDP local Individual Contracts Rates includes daily fee, local travel, 55 working days *150eur)	4,200	4,050	8,250
Promotional Event Outline framework National Strategy for SGP and Translation of Strategy local languages				

Promotional Event Outline framework National Strategy for SGP and Translation of Strategy

Local languages

2.4.21	Rent of the conference room 1days x 150eur		150	150
2.4.22	simultaneous translation: 1days x 2language(Albanian and Serbian) x 1translator x 150euro		300	300
2.4.23	simultaneous equipments: 1day x180eur		180	180
2.4.24	Lunch and refreshments for: 70 persons x 15eur		1,050	1,050
2.4.25	Local Moderator of Event		220	220
2.4.26	Translation into Albanian and Serbian languages of Outline Framework National Strategy for SGP: 2 languagesx ets.40 -50 pages x 10.5 euro		1,050	1,050
2.4.27	Design and Printing Outline Framework national Strategy for SGP 300 copies in Albanian x 12eur		3,600	3,600
2.4.28	Design and Printing Outline Framework national Strategy for SGP130 copies in Serbian x 12eur		1,560	1,560

Project Management

2.4.29	1 Project Manager*1900eur* 75%*24months (UNDP Service Contract)	17,100	17,100	34,200
2.4.30	Project Associate*1500eur* 75%*24months (UNDP Service Contract)	13,500	13,500	27,000
2.4.31	1% Finance Officer *1500eur*30%*24months (UNDP Service Contract)	5,400	5,400	10,800
2.4.32	Transport, utilities, rent, etc. (transport 50eur/month, utilities150eur/month,300eur/month) *24months	6,000	6,000	12,000
2.4.33	GMS 8%: UNDP Cost recovery (GMS) fee provide funding for the Management activities: Executive direction: Representation; External relations and partnerships; Corporate communications; Corporate legal services; Corporate oversight and audit services; Corporate evaluation; Corporate information technology, finance, administration, security and human resources	8,469	8,469	16,938

2.4 Access to GEF SGP - Subtotal

Study Visit - UNDP

3.3.9	Organize study visits for National Strategy Committee to learn best practices from successfully operational National Strategy Committee (or similar mechanism) in other countries.			
3.3.10	Bus Travel costs - as per the offer	950	950	950
3.3.11	DSA (covers accommodation, food and local travel): 20persons*160euro DSA*4days	12,800	12,800	12,800
3.3.12	Host Fee if applicable (to organize the visit, appoint meeting venue, etc.) : 1,200,000eur	1,200	1,200	1,200

Total per Year in EUR :

		118,198.80	110,358.80	228,557.60
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