

**THIRD-PARTY COST-SHARING AGREEMENT**

**BETWEEN**

**THE MINISTER FOR FOREIGN AFFAIRS AND TRADE OF IRELAND AS  
REPRESENTED BY IRISH AID**

**AND**

**THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**

**THIRD-PARTY COST-SHARING AGREEMENT  
BETWEEN THE  
THE MINISTER FOR FOREIGN AFFAIRS AND TRADE OF IRELAND AS REPRESENTED BY  
IRISH AID  
AND  
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**

WHEREAS the the Minister for Foreign Affairs and Trade of Ireland as represented by Irish Aid (hereinafter referred to as “IRISH AID”) hereby agrees to contribute funds to UNDP on a cost-sharing basis (hereinafter referred to as “the Contribution”) for the implementation of the UNDP/UNMIL Joint Programme entitled *Strengthening the Rule of Law in Liberia: Justice and Security for the Liberian People (2016-2019)*, as described in the programme document.

WHEREAS UNDP is prepared to receive and administer the Contribution for the implementation of the programme,

WHEREAS the Government of Liberia has been duly informed of the Contribution of the Donor to the programme,

WHEREAS UNDP shall designate implementing partners for the implementation of the programme,

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

**Article I. The Contribution**

1. (a) IRISH AID shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of €250,000 (two hundred and fifty thousand euro). The Contribution shall be deposited in the following UNDP bank account:

Bank Name: BANK OF AMERICA – LONDON  
Account Name: UNDP Contributions (EURO) Account  
Account Number: 600862722022  
Bank Address: Mail Code: 473-672-09-01  
5 Canada Square  
London E14 5AQ, UNITED KINGDOM  
IBAN/ABA: GB59BOFA16505062722022  
SWIFT Code: BOFAGB22

<u>Payment schedule</u>	<u>Amount</u>
Upon signature of the agreement	€ 250,000

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- (b) IRISH AID 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 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 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 IRISH AID with a view to determining whether any further financing could be provided by the IRISH AID. Should such further financing not be available, the assistance to be provided to the programme may be reduced, suspended or terminated by UNDP.

3. 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.

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 partners pursuant to this Agreement and the programme document 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 IRISH AID on a timely basis a supplementary estimate showing the further financing that will be necessary. IRISH AID shall use its best endeavours to make available to UNDP the additional funds required.

3. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraph 2 above is not forthcoming from IRISH AID or other sources, the assistance to be provided to the programme under this Agreement may be reduced, suspended or terminated by UNDP.

4. Any interest income attributable to the Contribution shall be credited to UNDP Account, retained by UNDP and shall be utilized in accordance with established UNDP procedures.

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

1. Programme management and expenditures shall be governed by the rules, regulations, policies and procedures of UNDP and, where applicable, the rules, regulations, policies and procedures of the implementing partners.
2. UNDP shall provide to IRISH AID the following reports in accordance with UNDP accounting and reporting procedures:
  - (a) From the country office a six (6) month report and an annual status report of programme progress for the duration of this programme, as well as the latest available approved budget.
  - (b) From UNDP Bureau of Management/Office of Finance and Administration, an annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year.
  - (c) From the country office within six months after the date of completion or termination of this programme, a final report summarizing programme activities and impact of activities as well as provisional financial data.
  - (d) From UNDP Bureau of Management/Office of Finance and Administration, on completion of the programme, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the programme.
3. If special circumstances so warrant, UNDP may provide more frequent reporting at the expense of IRISH AID. The nature and frequency of this reporting shall be detailed in an annex to this 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 programme, all direct costs of implementation, including the costs of implementing partners, will be identified in the programme budget against a relevant budget line and borne by the programme accordingly.
2. The aggregate of the amounts budgeted for the programme, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the programme under this Agreement as well as funds which may be available to the programme for programme costs and for support costs under other sources of financing.

#### **Article V. Evaluation**

All UNDP projects and programmes are evaluated in accordance with UNDP Evaluation Policy. UNDP, UNMIL and the Government of Liberia in consultation with other stakeholders will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating a project/programme 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, and after consultation with the Donor.

#### **Article VII. Auditing**

The Contribution shall be subject exclusively to the internal and external 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 the Donor by the country office

#### **Article VIII. Completion of the Agreement**

1. UNDP shall notify IRISH AID when all activities relating to the programme have been completed in accordance with the 2017 annual work plan.
2. Notwithstanding the completion of the programme, UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the programme have been satisfied and programme activities brought to an orderly conclusion.
3. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNDP shall notify IRISH AID and consult with IRISH AID on the manner in which such commitments and liabilities may be satisfied.
4. In cases where the programme is completed in accordance with the programme document any funds below US\$ 5,000 (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above US\$ 5,000 (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with IRISH AID.

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

1. This Agreement may be terminated by UNDP or by IRISH AID after consultations between IRISH AID, UNDP and the Government of Liberia, and provided that the funds from the Contribution already received are, together with other funds available to the programme, sufficient to meet all commitments and liabilities incurred in the implementation of the 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 programme have been satisfied and programme activities brought to an orderly conclusion.
3. In cases where this agreement is terminated before programme completion any funds below US\$ 5,000 (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall

be automatically reallocated by UNDP. Any funds above US\$ 5,000 (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with IRISH AID.

#### **Article X: Notice**

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

- (a) To IRISH AID: Ambassador Catherine Campbell,  
Address: Embassy of Ireland, 8 St. Joseph's Avenue, Off Spur Road, Freetown, Sierra Leone
- (b) Upon receipt of funds, UNDP shall send an electronic receipt to IRISH AID email address provided below as confirmation that the remitted funds have been received by UNDP

IRISH AID email address: FreetownDiplomats@dfat.ie

- (c) To UNDP: Maarten Barends, Rule of Law Adviser (E [maarten.barends@undp.org](mailto:maarten.barends@undp.org))

#### **Article XI. Amendment of the Agreement**

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

#### **Article XII. 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 IRISH AID:  
**Fionnuala Gilsean**  
**Africa Director**

(Date) 30 June 2017

*Fionnuala Gilsean*

For the United Nations Development Programme:

**Pa Lamin Beyai**  
**Country Director**

(Date)



*[Handwritten mark]*