



UNEP: DTIE16-SC056

POW: 2016-2017

Sub-programme: Resource efficiency and sustainable consumption and production

Expected Accomplishment(s): c

Output(s): 633.1

Title of the approved PRC project: Internationally recognised information tools - standards, labels, reporting - to enable individual and institutional consumers to make informed choices

BP N°: 1400000193

Grant: M1-32SCP-000003

WBS Element: SB-000939.07.01

Cost Center: 11266

Functional Area: 14AC0006

UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT

A. SUMMARY OF ACTIVITIES

Title:

Consommation et production durables pour une économie à faible émission de carbone dans le secteur tourisme au Maroc: International Climate Initiative (ICI) (the "Activities")

Start/End Dates:

Activities start date: [date of receipt of funds]

Activities end date: 30 November 2017

Duration of Agreement through December 2017

Location:

Rabat, Morocco

Contribution Amount:

150.000 USD (the "Contribution")

Contributing Agency:

Programme des Nations unies pour l'environnement ("PNUE")

Recipient Agency:

Programme des Nations unies pour le développement ("PNUD")

Nature of Activities:

Refer to the attached project document

Purpose

Integrating sustainable development and climate change component in the programs and policies of Ministry

The proposed activities are in line with two strategic axes of the

Moroccan tourism strategy "Vision 2020", namely

"Competitiveness" and "Sustainability". These activities are of

two types: specific activities related to a single sector and

transversal activities, concerning all sectors.

The main activities will aim to improve the information provided to consumers related to environmental performance of hotels and to calculate the greenhouse gas emissions concerning the tourism

sector in Morocco.

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.

Annex 1: Implementation Plan and Budget

Expected outcome:

Annexes:

Refer to the attached project document

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 is 150,000, (one hundred and fifty thousand) in USD, as more fully described below. UNDP is to document any budget revisions and report them as required.

Budget s	ummary by budget classes			F1-12-15-16-16
class	budget class for implementing partner	2016	2017	total
500000	IP- staff and other personnel	25,365	10,870	36,235 USD
500001	IP - travel	2,740	1,175	3,915 USD
500002	IP- contractual services	69,117	29,622	98,739 USD
direct costs	-		25,022	70,739 030
500007	Indirect support costs (8%)	7,778	3,333	11,111 USD
Grand total		105,000	45,000	150,000 USD

The detailed budget of the project is presented in Annex 1.

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.

730 15th Street, N.W. 7th Floor Washington, DC 20005-1012 USA

When making such transfers the Contributing Agency will notify the Recipient Agency, (for the Attention of Mr. Soufiane KOUSSIH, Finance Analyst, by fax (+212 (0)537 633 089) or by e-mail (soufiane.koussih@undp.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:

Programme des Nations Unies pour l'environnement (PNUE): Mme. Bettina Heller, Associate Programme Officer, Responsible Industry and Value Chain Unit

Address: United Nation Environment Programme, Division of Technology, Industry and Economics, 1 rue Miollis, Building VII, 75015 Paris, France

Programme des Nations Unies pour le développement (PNUD): Mme. Ayshanie Medagangoda-Labe, Deputy Resident Representative

Address: PNUD Maroc, 13, Av. Balafrej, Casier ONU, Souissi, Rabat - Maroc

H. <u>AMENDMENTS</u>

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

I. <u>COMPLETION OF THE ACTIVITIES</u>

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. <u>TERMINATION OF THIS AGREEMENT</u>

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



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.

- 15 February 2017: Annual report (progress until 31 January 2017)
- 15 December 2017: Final report (progress until 30 November 2017)

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:

- 15 February 2017: Annual report (progress until 31 January 2017)
- 15 December 2017: Final report (progress until 30 November 2017)

E. <u>CONTRIBUTIONS</u>

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.

Schedule of payment:

Upon signature

150.000 USD

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:

Account Details:

UNDP Representative in Morocco (USD) Account Account No. 3752149193

SWIFT: BOFAUS3N

ACH routing number: 111000012

Currency:

US Dollars

Bank Address:

Bank of America DC1-701-07-08



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:

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 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.

28/6/16 Signed:

On behalf of the Programme des Nations Unies pour l'environnement (PNUE) :

Ligia Noronha

Division Director, DTIE

Signed:

On behalf of the Programme des Nations Unies pour le développement (PNUD) :

M. Philippe Poinsot. Resident Representative, UNDP