



**Project ID Number: P-MU-AA0-008**

**Grant Number: 5000199006218**

**TRIPARTITE FUNDING AND IMPLEMENTATION AGREEMENT**

**AMONGST**

**THE AFRICAN DEVELOPMENT BANK,**

**THE REPUBLIC OF MAURITIUS,**

**AND**

**THE UNITED NATIONS DEVELOPMENT PROGRAMME**

**CONCERNING**

**(HUMANITARIAN EMERGENCY ASSISTANCE TO OVERCOME THE  
OIL SPILL CRISIS IN MAURITIUS)**

## TABLE OF CONTENTS

ARTICLE I.....	- 3 -
GRANT TO THE HOST GOVERNMENT / BENEFICIARY .....	- 3 -
ENTRY INTO FORCE .....	- 3 -
DISBURSEMENT OF THE GRANT .....	- 4 -
AND CONDITIONS PRECEDENT TO DISBURSEMENT.....	- 4 -
IMPLEMENTATION, UTILISATION OF FUNDS AND ACCOUNTING.....	- 6 -
PROCUREMENT .....	- 7 -
ARTICLE VI.....	- 8 -
FINANCIAL REPORTS, AUDITS & PROGRAMME REPORTS.....	- 8 -
ARTICLE VII.....	- 9 -
ACKNOWLEDGEMENT OF THE GRANT .....	- 9 -
ARTICLE VIII .....	- 10 -
CONSULTATION AND EXCHANGE OF INFORMATION .....	- 10 -
ARTICLE IX .....	- 10 -
ANTI-CORRUPTION PROCEDURES AND INVESTIGATIONS.....	- 10 -
AMENDMENT, TERM AND TERMINATION,.....	- 12 -
AND DISPUTE SETTLEMENT .....	- 12 -
ADDRESSES, NOTICES AND COMMUNICATION.....	- 13 -
ANNEXES	17

## TRIPARTITE FUNDING AND IMPLEMENTATION AGREEMENT

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**Grant Number: 5000199006218**

THIS TRIPARTITE FUNDING AND IMPLEMENTATION AGREEMENT (together with all Annexes, this "Agreement") is established this 1st day of October 2020, amongst:

- (a) The AFRICAN DEVELOPMENT BANK (the "Bank");
- (b) The Republic of Mauritius (the "Beneficiary" or the "Host Government") represented by the Ministry of Finance, Economic Planning and Development, having its address at Ground Floor, Government House, Port Louis, MAURITIUS, and;
- (c) The UNITED NATIONS DEVELOPMENT PROGRAMME (the "UNDP" or the "UN Partner"), a subsidiary organ of the United Nations having its principal address at One United Nations Plaza, New York, NY 10017, USA;

The Bank, the Host Government and UNDP, are hereinafter collectively referred to as the "Parties" and each one a "Party";

### **WHEREAS:**

- (A) More than 1,000 tons of fuel have leaked into the Indian Ocean from the bulk carrier vessel, MW Wakashio, which ran aground on the south-east coast of Mauritius on 25 July 2020. Mauritius' economy depends crucially on the ocean for many activities and environmental resources including food and tourism, with the coastline boasting some of the finest coral reefs in the world. The oil spill is threatening the island economy's unique ecosystem and the general population health and livelihood. On 7 August 2020, the Government of Mauritius declared a state of environmental emergency owing to the oil spill and the need for emergency response;
- (B) The Bank received a request from the Beneficiary dated 7 August 2020, seeking support to restore livelihoods and marine life in areas affected by the oil spill;
- (C) It is the policy of the Bank to mobilise special resources under the Special Relief Fund (hereinafter the "SRF") to assist on a grant basis its Regional Member Countries affected by such emergency situations to help relieve the suffering of the affected population;

- (D) The Bank intends to assist the Beneficiary with a grant to contribute towards the ongoing efforts by the Government and other humanitarian partners to address immediate humanitarian needs resulting from the damage caused by the oil spill;
- (E) The Host Government has designated UNDP as the Executing Agency to oversee implementation of the emergency assistance operation as described in Annex I (the “Programme”). UNDP has the mandate, necessary capacity, human resources and infrastructure in the territory of the Beneficiary to implement the Programme;
- (F) The Parties reciprocally acknowledge that the Grant forming the subject matter of this Agreement is provided in accordance with the provisions envisaged by Articles 1, 2, 8, 12, 13, 14 and 32 of the Agreement Establishing the Bank, the Revised Policy Guidelines and Procedures for Emergency Relief Assistance, the General Regulations of the SRF (as amended), and this Agreement;
- (G) The Host Government qualifies for financing from the SRF to support the Programme;
- (H) The Host Government has agreed to the terms and conditions of the General Conditions applicable to Protocols of Agreement of the African Development Fund dated February 2009, as may be amended from time to time (the “General Conditions”);
- (I) This Agreement will constitute the terms and conditions of financing, and unless otherwise agreed by the Parties, a separate Grant Agreement will not be required. The General Conditions will form an integral part of this Agreement as between the Bank and the Host Government only and will not create any rights or obligations as between the UN Partner on the one hand and the Host Government and/or the Bank on the other;
- (J) The Host Government has requested the UN Partner to support the Host Government in the implementation and execution of the Programme and the UN Partner has declared its commitment to the execution and implementation of the Programme;
- (K) The Bank has agreed, on the basis, *inter alia*, of the foregoing, to make financing available to the Host Government in the amount set out in this Agreement to be disbursed at the Host Government’s instructions directly to the UN Partner, upon the terms and conditions set out in this Agreement, in order to support the execution and implementation of the Programme;
- (L) The UN Partner has entered into the Fiduciary Principles Agreement with the Bank and the African Development Fund (the “Fund”) on the one hand, and UNDP on the other hand, dated 22 August 2017 (the “Fiduciary Principles Agreement” or the “FPA”) which sets out the framework of cooperation between the UN Partner and the Bank and the terms and conditions of which are an integral part of this Agreement; and

- (M) In accordance with its financial regulations and rules and the approval of its governing body for its agreed development cooperation with the Host Government, the UN Partner has the authority to enter into this Agreement and to receive funds under this Agreement.

**NOW THEREFORE**, the Parties agree as follows:

**ARTICLE I**  
**GRANT TO THE HOST GOVERNMENT / BENEFICIARY**

Section 1.01. **Grant Amount.**

The Bank hereby agrees to award to the Host Government, from the resources of the SRF, a grant (the “Grant”) in an amount not exceeding Five Hundred Thousand United States Dollars (USD 500,000), to finance the cost of the Programme, such award having been decided upon in accordance with the Bank’s Programme Appraisal Report/Proposal ADB/BD/WP/2020-/212/Approved, dated 16 September 2020, (the “Appraisal Report”), the terms and conditions of which are an integral part of this Agreement.

Section 1.02. **Programme Budget.**

The Grant made available to the Host Government and disbursed to the UN Partner pursuant to the terms of this Agreement will be expended in accordance with the Programme Budget attached as Annex II, which includes a Grant Administration Fee of eight percent (8%) of the total Grant, to help defray the indirect costs of administering the Grant resources. For the avoidance of doubt, it is confirmed that the Programme Budget in Annex II includes amounts to cover the direct costs of the UN Partner which are considered necessary for the implementation of the Programme.

**ARTICLE II**  
**ENTRY INTO FORCE**

Section 2.01. This Agreement will enter into force upon its signature by all the Parties.

**ARTICLE III**  
**DISBURSEMENT OF THE GRANT**  
**AND CONDITIONS PRECEDENT TO DISBURSEMENT**

Section 3.01. **Disbursement of the Grant.**

- (a) Upon entry into force of this Agreement as set forth in Section 2.01 above and subject to Section 3.02 below, the Bank will disburse the Grant on behalf of the Host Government to the UN Partner in one (1) tranche. The Grant will be transferred to the UN Partner in United States Dollars by wire transfer into the following bank account:

<b>Account Name</b>	:	United Nations Development Programme UNDP Representative in Mauritius (USD) Account.
<b>Bank Name</b>	:	Bank of America
<b>Bank address</b>	:	One Bryant Park New York NY 10036 United States of America
<b>Account No.</b>	:	3752218215
<b>If payment Via CHIPS</b>	:	
<b>If payment Via Fed Wire</b>	:	
<b>SWIFT</b>	:	BOFAUS3N

- (b) The Host Government hereby instructs the Bank to make payment of the Grant directly to the UN Partner in accordance with the provisions of this Article III.
- (c) The UN Partner will submit disbursement requests to the Bank in accordance with Section 3.03, which shall include the following information:
- (i) the amount to be disbursed;
  - (ii) that the request is from the UN Partner pursuant to this Agreement;
  - (iii) the Programme ID number and Grant number; and
  - (iv) the title of the Programme.

Upon receipt of the disbursement request, the Bank will ensure that the SWIFT information includes the information provided in the disbursement request.

Section 3.02. **Disbursement Conditions.**

- (a) The obligation of the Bank to disburse the Grant shall be conditional upon the entry into force of this Agreement in accordance with the provisions of Section 2.01 above, and the

receipt of the disbursement request in accordance with the provisions of Section 3.03 below.

Section 3.03. **Disbursement Requests.**

- (a) Following the entry into force of this Agreement and subject to Section 3.02 above, disbursements of the Grant by the Bank on behalf of the Host Government to the UN Partner will be made upon receipt by the Bank of:
- (i) a request for funds issued under signature of a person designated by the UN Partner from time to time in writing (together with signature samples) as being authorised to issue such request of funds, and an acknowledging signature by an authorised representative of the Host Government. The UN Partner will not make any financial commitments and/or file notices of request for funds that exceed the Programme Budget, unless the increase or reallocations within the Programme Budget have been specifically agreed to amongst the Parties; and
  - (ii) a statement of expenditure in the UN Partner's standard format for statements of expenditure, which is acceptable to the Bank, and issued under signature of a person designated by the UN Partner from time to time in writing (together with signature samples) as being authorised to issue such statement of expenditure, with reasonable supplementary information provided by the UN Partner to the extent consistent with its regulations, rules, and procedures, if needed and requested by the Bank.
- (b) Upon receipt of the disbursement request pursuant to Section 3.01(c) above, the Bank will process the disbursement request within fifteen (15) days from the date of fulfilment of the conditions stipulated in Section 3.02 above.

Section 3.04. **Closing Date.**

- (a) No disbursement of the Grant shall be made by the Bank after **31<sup>st</sup> March 2021** or such other date as may be agreed amongst the Parties (the "**Closing Date**"), and any amount of the Grant then remaining un-disbursed by (and therefore un-withdrawn from) the Bank will be cancelled.
- (b) Any unutilised or unexpended portion of the Grant held by the UN Partner as of the Closing Date will be returned to the Bank after all eligible commitments incurred prior to the completion of the Programme or termination of this Agreement, as the case may be, have been satisfied and the certified final financial statement has been issued by the UN Partner in accordance with Section 6.02(b).

**ARTICLE IV**  
**IMPLEMENTATION, UTILISATION OF FUNDS AND ACCOUNTING**

Section 4.01. **Implementation Generally.**

The UN Partner will implement the Programme and will receive, administer, and expend the Grant in accordance with its regulations, rules, and policies and procedures. Without limiting the generality of the foregoing, the UN Partner will:

- (a) carry out the Programme as described in Annex I of this Agreement, with the same degree of care and diligence in the discharge of its functions under this Agreement as it exercises with respect to the administration and management of all the other programmes that the UN Partner implements;
- (b) furnish:
  - (i) narrative programmatic reports covering the Programme and the use of the proceeds of the Grant for each calendar year during which the Grant is received, by not later than 30 June of the following year; and
  - (ii) financial reports as per Sections 6.01 and 6.02;
- (c) from time to time exchange views with the Bank's and Host Government's representatives on the progress and results of the Programme; and
- (d) cause all goods, works and services financed exclusively out of the proceeds of Grant to be used exclusively for the purposes of the Programme.

Section 4.02. **Utilization of Funds.**

The Grant will be utilised by the UN Partner solely for the implementation of the Programme as described in Annex I of this Agreement and will be administered by the UN Partner in accordance with its established financial and administrative regulations, rules, policies and procedures.

Section 4.03. **Notification of Changes and Prior Approval.**

The UN Partner will promptly notify the Host Government and the Bank in writing of any substantial changes from agreed plans or budgets in connection with the Programme description and budget, including its nature, content, sequencing, and duration. The UN Partner and the Host Government will consult with and obtain the prior approval of the Bank before making any substantive changes to the Programme. The Bank will use its best efforts to respond to such requests for approval promptly to avoid disruption to implementation.



Section 4.04. **Suspension of Disbursement.**

- (a) The Bank may, by ninety (90) days' written notice to the other Parties, suspend further disbursement of the Grant if:
  - (i) major deviations from the agreed objectives of the Grant occur, or
  - (ii) reports are not delivered to the Bank in accordance with this Agreement and continue not to be delivered upon notice by the Bank to the Host Government and the UN Partner and the expiration of a sixty (60) days' cure period; or
  - (iii) any suspension event stipulated in the General Conditions occurs.
- (b) The Bank or the UN Partner may, by written notice to the other Parties, suspend further disbursement of the Grant if the Bank, the UN Partner and the Host Government agree that the objectives of the Programme are no longer capable of being fulfilled.
- (c) In keeping with the spirit of this Agreement, the Bank agrees to initiate discussions and consult with the Host Government and the UN Partner before exercising any of the suspension rights set out in this Section 4.04.
- (d) The Parties will use their reasonable efforts to reach a resolution satisfactory to all Parties to lift the suspension of further disbursement of the Grant as soon as reasonably practicable.

Section 4.05. **No Obligation to Implement.**

The UN Partner will not be required to commence or continue implementation of the Programme or any components of the Programme funded by the Grant (as the case may be) while amounts requested by the UN Partner to be disbursed to it under this Agreement have not been so disbursed to the UN Partner.

**ARTICLE V**  
**PROCUREMENT**

Section 5.01. **Applicable Procurement Regulations, Rules and Procedures.**

Procurement of the goods, works and services required for the Programme and to be financed out of the proceeds of the Grant will be effected in accordance with the UN Partner's applicable regulations, rules and procedures for procurement of goods, works and services. For avoidance of doubt, it is expressly acknowledged that, exceptionally, the UN Partner's procurement eligibility rules will apply.

Section 5.02. **Exclusion of Engagement in Prohibited Practices.**

The UN Partner may exclude, in accordance with its own rules and procedures, firms or individuals determined to have engaged in Prohibited Practices, as defined in Section 9.03 herein, from participating in contracts financed by the Grant. The UN Partner is not prevented from giving due regard to debarment decisions taken by any organisation within the United Nations System and/or organisations who are signatories to the Agreement for Mutual Enforcement of Debarment Decisions dated 9 April 2010 and entered into between, amongst others the African Development Bank Group, the European Bank for Reconstruction and Development and the World Bank Group (as defined therein).

**ARTICLE VI**  
**FINANCIAL REPORTS, AUDITS & PROGRAMME REPORTS**

Section 6.01. **Interim Unaudited Financial Reports.**

The UN Partner will prepare, on a six-monthly basis interim unaudited financial reports adequate to reflect the UN Partner's interim expenditures related to the Grant. The first interim unaudited financial report will be provided to the Host Government and the Bank no later than sixty (60) days after the end of the first six (6) months period from the date of receipt of the first disbursement of the Grant, through the end of such first six (6) months period; thereafter, each interim unaudited financial report will be provided to the Host Government and the Bank, no later than sixty (60) days after the end of each subsequent six (6) months period, and will cover such six (6) months period.

Section 6.02. **Annual and Final Financial Reports.**

- (a) The UN Partner will provide the Host Government and the Bank with an annual financial statement as of 31 December each year, certified by the financial officer authorized by the UN Partner to make such certifications, on use of the Grant transferred by the Bank on behalf of the Host Government to the UN Partner during that year, not later than 30 June of the following year.
- (b) After completion and financial closing of the Programme, the UN Partner will provide the Host Government and the Bank, not later than eighteen (18) months following the expiration of this Agreement as stated herein, a final financial statement, certified by the financial officer authorized by the UN Partner to make such certifications, on the use of the Grant transferred by the Bank on behalf of the Host Government to the UN Partner during the term of this Agreement.
- (c) Other information, as per the UN Partner's relevant regulations and rules, policies and procedures (including its policy on information disclosure), may be provided on an *ad hoc* basis upon request from the Host Government or the Bank.

- (d) All reports under Sections 6.01 and 6.02 will be provided in the standard format of the UN Partner and in accordance with accounting standards pursuant to the UN Partner's financial regulations and rules.

Section 6.03. **Internal and External Audit and Cooperation with the Bank's Internal and External Audit**

- (a) The UN Partner's use of the Grant will be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, and in the policies and procedures, and rules and directives, of the UN Partner and to relevant decisions of the UN Partner's governing body.
- (b) The UN Partner will make available to the Host Government and the Bank a copy of its audited financial statements and the report of its external auditors on its financial statements with respect to any year during which the UN Partner makes use of the Grant, within thirty (30) days of such financial statements being presented to the General Assembly by the UN Partner's independent external auditors.
- (c) Should the report of its external auditors on its financial statements with respect to any year during which the UN Partner makes use of the Grant contain observations concerning the Programme and/or related financial management of the Grant, such information shall be made available to the Host Government and the Bank to the extent consistent with the UN Partner's regulations and rules, policies and procedures, and relevant decisions of its governing body.
- (d) Without limitation to the provisions of clause 6.03(a), if information about expenditures of the Grant is requested by the Host Government or the Bank for conduct of their respective internal and external audits related to the Grant, the UN Partner will provide such information as reasonably requested by the Host Government or the Bank, as the case may be, to the extent and in the manner consistent with the UN Partner's regulations and rules, policies and procedures, and relevant decisions of its governing body.

**ARTICLE VII**  
**ACKNOWLEDGEMENT OF THE GRANT**

Section 7.01. The Bank or the Host Government may request the UN Partner to make an appropriate acknowledgment of the Grant. The requested acknowledgment may include, but not be limited to, placing the name and the logo of the Bank together with the name of the Host Government on bagged products procured using the Grant. In the absence of consent of the Parties, no Party may refer to the Grant or to the relationship between the Parties in any material of a promotional nature.

**ARTICLE VIII**  
**CONSULTATION AND EXCHANGE OF INFORMATION**

Section 8.01. **Co-operation and Consultation.**

The Parties will co-operate to ensure that the purpose of this Agreement is fully accomplished. To this end, they will at the request of any of the Parties exchange views on the implementation of the Programme and the performance of their respective obligations hereunder.

Section 8.02. **Access to and Disclosure of Information.**

Access to and disclosure of documents and information generated, maintained or retained by one of the Parties with respect to the Programme will be governed by each Party's respective information disclosure policies and procedures. The Parties will consult with each other in advance and prior to public release of documents and/or information relating solely to the Programme.

Section 8.03. **Confidentiality.**

All electronic, oral, printed and/or written information furnished by one Party to the others and designated or understood to be confidential will be treated as confidential by the Party receiving it.

**ARTICLE IX**  
**ANTI-CORRUPTION PROCEDURES AND INVESTIGATIONS**

Section 9.01. **Maintenance of Standards of Conduct.**

Each Party to this Agreement will maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt, fraudulent, coercive, collusive and obstructive practices (the "Prohibited Practices" as defined in Section 9.03) in connection with the award and administration of contracts, or other benefits, relating to the administration and expenditure of the Grant, as set forth in its rules and procedures.

Section 9.02. **Consultation, Screening and Investigation of Allegations.**

The Parties will consult with each other in respect of any matter that may arise from or in connection with the Prohibited Practices and conflicts of interest with respect to the Programme. All allegations of Prohibited Practices in connection with the implementation of the Programme and the expenditure of the Grant will be screened by the Party receiving such allegations and where that Party determines such allegations are credible they will be referred to the relevant Party if necessary and be investigated promptly, and appropriate follow-up

action will be initiated without delay by, respectively, the Host Government (where such allegations involve Host Government staff and/or activities) in accordance with its applicable policies, procedures and guidelines, the Bank (where such allegations involve staff of the Bank or the Bank and/or its activities) in accordance with its applicable policies, procedures and guidelines, and the UN Partner (where such allegations involve the UN Partner's staff and/or activities) in accordance with its applicable policies, regulations and rules. The Parties agree and acknowledge that no Party will have the authority to investigate information relating to the possible Prohibited Practices of the other Parties.

Section 9.03. **Definition of Prohibited Practices.**

For the purposes of this Agreement the following definitions will apply:

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (b) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (d) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (e) “obstructive practice” means:
  - (i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; and
  - (ii) acts intended to materially impede the exercise of inspection and audit rights;
- (f) “Prohibited Practices” means any of the practices described in paragraphs (a) through (e) above.

**ARTICLE X**  
**AMENDMENT, TERM AND TERMINATION,**  
**AND DISPUTE SETTLEMENT**

Section 10.01. **Amendment.**

This Agreement may be amended by written agreement amongst the Parties.

Section 10.02. **Termination.**

The Bank or the UN Partner may terminate this Agreement by giving not less than three (3) months' advance written notice to each of the other Parties. In the event of early termination, the Parties will consult with each other on the appropriate steps to be taken and/or any further actions which may be necessary to take with respect to the Grant, including settlement of outstanding commitments. The obligations assumed by the Parties under this Agreement will survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities and the settlement of accounts.

Section 10.03. **Term.**

Unless terminated as provided for in Section 10.02 of this Article, this Agreement and the obligations therein, shall remain in effect until the entire resources of the Grant shall have been fully disbursed and accounted for by the UN Partner pursuant to this Agreement; provided that, in accordance with Section 3.05, no disbursement of the Grant shall be made by the Bank to the UN Partner after the Closing Date.

Section 10.04. **Resolution of Disputes.**

- (a) Except as provided for in Section 10.04(b) below, any dispute or difference between the Parties arising out of or relating to this Agreement will be resolved through amicable negotiations between the Parties.
- (b) Nothing in Section 10.04(a) above will compromise or otherwise affect the rights and procedures with regard to resolution of disputes set out in the basic agreement, if any, between the Host Government and the UN Partner, or in the financing agreement between the Host Government and the Bank.
- (c) Disputes or differences which involve only the Host Government and the UN Partner where there is no basic agreement between the Host Government and the UN Partner, and which is not resolved amicably through negotiations, may be submitted to arbitration at the request of either the Host Government and the UN Partner:

- (i) Each of the UN Partner and the Host Government shall appoint one (1) arbitrator, and the two arbitrators so appointed should appoint a third, who shall be the chairman. If within thirty (30) days of the request for arbitration, either the Host Government or the UN Partner has not appointed an arbitrator or if within fifteen days of the appointment of the two arbitrators the third arbitrator has not been appointed, either the Host Government or the UN Partner may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Host Government and the UN Partner as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Host Government and the UN Partner as the final adjudication of the dispute; and
- (ii) The arbitration shall be carried out in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), as at present in force. The arbitral tribunal shall have no authority to award punitive damages. Any arbitration award rendered in accordance with the provisions of this Section shall be final and binding on the Parties.

Section 10.05. **Privileges and Immunities.**

- (a) Nothing contained in or related to this Agreement will be construed as or constitute a waiver, renunciation or other modification of any privileges, immunities and exemptions accorded to the Bank under the Agreement Establishing the African Development Bank, international conventions or any other applicable law.
- (b) Nothing in or related to this Agreement will be construed as or constitute a waiver, express or implied, deliberate or inadvertent, of the privileges and immunities of the UN Partner pursuant to the Convention on the Privileges and Immunities of the United Nations, 1946, or the Convention on the Privileges and Immunities of the Specialised Agencies, 1947, as applicable, the basic agreement between the Government and the UN Partner, or otherwise.

**ARTICLE XI**  
**ADDRESSES, NOTICES AND COMMUNICATION**

Section 11.01. **Notices and Addresses.**

Any notice or request required or permitted to be given or made under this Agreement will be in writing. Such notice or request will be deemed to have been duly given or made when delivered by hand, mail, or fax, as the case may be, to the Party to which it is required to be

given or made at such Party's address specified below or such other address as that Party may subsequently notify the other Parties in writing:

**For the Government:** Mail Address:  
Ministry of Finance, Economic Planning and Development  
Ground Floor, Government House,  
Port Louis,  
REPUBLIC OF MAURITIUS  
Telephone: (230) 201 2331  
Fax: (230) 211 0096

**Attention:** The Minister of Finance,  
Economic Planning and Development

**For the Bank:** **Headquarters Mail Address:**  
African Development Bank  
6 Avenue Joseph Anoma,  
01 B.P. 1387  
Abidjan 01  
REPUBLIC OF CÔTE D'IVOIRE  
Tel : (+225) 20 26 39 00

**Address for communication:**  
Southern Africa Regional Development  
and Business Delivery Office (RDGS)  
339 Witch-Hazel Avenue, Eco Park,  
Highveld Extension 78, Centurion,  
Pretoria 0157,  
REPUBLIC OF SOUTH AFRICA  
  
Tel : +27 12 003 6900

**Attention:** The Director General, RDGS

**For UN Partner:** United Nations Development Programme  
6<sup>th</sup> Floor, Anglo Mauritius House,  
P.O. Box 253,  
Port Louis,  
REPUBLIC OF MAURITIUS.  
Tel: +230 212 3726  
E-mail: amanda.serumaga@undp.org

**Attention:** The Resident Representative,  
UNDP Mauritius



Section 11.02. **Representatives.**

For the purposes of this Agreement, the representatives of the Parties will be:

- (a) For the Host Government: The Minister of Finance,  
Economic Planning and Development.
- (b) For the Bank: The Country Manager, Zimbabwe Country Office.
- (c) For UN Partner: The Resident Representative, UNDP Mauritius.

Section 11.03. **Designated Representatives.**

Each Party may, by notice in writing to each of the other Parties, designate additional representatives or substitute other representatives for those designated in this Agreement.

**IN WITNESS WHEREOF**, the Parties, each acting through its duly authorized representative, have signed this Agreement in three (3) equally valid original counterparts, in the English language, on the date of last signature indicated below.

**FOR THE REPUBLIC OF MAURITIUS**



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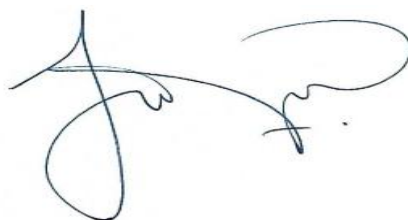
RENGANADEN PADAYACHY  
MINISTER OF FINANCE,  
ECONOMIC PLANNING AND DEVELOPMENT

DATE: 29/09/2020

**FOR AFRICAN DEVELOPMENT BANK**


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**JOSEPHINE NGURE  
ACTING DIRECTOR GENERAL  
SOUTHERN AFRICA REGIONAL DEVELOPMENT  
AND BUSINESS DELIVERY OFFICE**

A handwritten signature in blue ink, consisting of a large, stylized initial 'J' followed by a series of loops and a final flourish.

**DATE:** 01 October 2020

**FOR THE UNITED NATIONS DEVELOPMENT PROGRAMME**



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AMANDA SERUMAGA  
THE RESIDENT REPRESENTATIVE  
UNDP MAURITIUS

DATE: 24 September 2020

**ANNEX I**  
**PROGRAMME DESCRIPTION**

- I. The main objective of the proposed emergency assistance is to contribute to the ongoing efforts of the Government of the Republic of Mauritius and other humanitarian partners to mobilize resources to meet urgent and immediate needs to mitigate the effects of the oil spill on the shoreline of Mauritius, restore the ecosystem, and restore livelihoods of the population affected by the oil spill.
  
- II. The funds provided by the Bank will be used to acquire critical services and expertise in mitigating effects of oil spill, and cover the management cost of the executing agency, as further detailed in Annex II to this Agreement.

**ANNEX II**  
**ALLOCATION OF COSTS BY CATEGORY OF EXPENDITURE**

The table below indicates the eligible expenditure to be financed using the proceeds of the Grant and the allocation of the Grant funds.

<b>Category of Expenditure</b>	<b>Amount in USD</b>
<b>SERVICES</b>	
1. Salvaging and cleaning services	300,000
2. Damages and loss assessment and other impact assessments	160,000
3. UNDP Grant Administration Fee (8%)	40,000
<b>TOTAL COST</b>	<b>500,000</b>