



UNODC

United Nations Office on Drugs and Crime



United Nations House, Plot 617/618, Diplomatic Zone, Central Area District, Abuja, P.M.B. 2851, Garki Abuja, Nigeria.
Tel: (234) (9) 4616552, 4616564

18 April 2013

Dear Ms. Mamonyane- Lekoetje,

NGAX60 - Support to Anti-Corruption in Nigeria - Signed Agreement for Year 1

With reference to the above-mentioned project, please find one original copy of the signed agreement for the first year of implementation of activities under component 3 of the project.

I look forward to our continued collaboration for a successful implementation of the project.

Please accept the assurances of my highest consideration.

Yours sincerely,

A handwritten signature in black ink, appearing to be "MS", written over a light blue horizontal line.

Mariam Sissoko
Representative

Ms. Ade Mamonyane Lekoetje
Country Director
UNDP
19 TY Danjuma Street
Asokoro, Abuja

UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT

A. SUMMARY OF ACTIVITIES

Title: NGAX60 - Support to Anti-Corruption in Nigeria

Start/End Dates: Activities start date: Upon signature of the agreement
Activities end date: 31 December 2013

Location: Nigeria

Contribution Amount: Euro 247,858.97

Contributing Agency: United Nations Office on Drugs and Crime (UNODC)

Recipient Agency: United Nations Development Programme (UNDP)

Nature of Activities: Support to the implementation of Outcome 3 of the Project

Purpose

The overall objective of the Project is to support Nigeria in its efforts to fight corruption. UNODC will directly implement the first two Outcomes of the Project, and work with UNDP for the implementation of the third Outcome: "Civil Society Organizations empowered to increase the provision of services and their participation in AC activities enhanced" in accordance with the provisions of the "UNDG Guidance Note on Transferring Contributions from one UN Agency to another for the Purpose of Programmatic Activities"¹, and in line with the Memorandum of Understanding (MoU) signed in December 2008 between the two Agencies which focuses on cooperation and coordination particularly in the areas of governance, anti-corruption, rule of law and criminal justice reform. UNDP has acquired a strong experience in Nigeria in working with CSOs in the area of anti-corruption education, awareness and advocacy. Under Outcome 3, UNDP will support governmental/non-governmental entities for specific activities, and assist them through various modalities, including grants.

Annexes: 1st Year Plan of Action of the Project for UNDP's implementation

¹ United Nations Development Group, adopted in March 2012

Financial Report Template
Semi-Annual and Annual Project Progress Report templates

Expected outcome: Successful implementation of Project Activities for Year 1

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 **247,858.97**, in Euro, as more fully described below.

Costs	Costs (in EURO)	Costs (in USD)*
Total programmable amount including direct eligible costs of the Action	236,056.16	305,886.63
Indirect support costs	11,802.81	15,294.33
Grand Total	247,858.97	321,180.69

* Exchange rate used EURO/USD 1.2958214

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.

- Annual and semi-annual project progress reports on the implementation of Outcome 3 of the Project, as per the UNODC format.
- Specific narrative report on the implementation of Outcome 3 of the Project following the European Union's format.

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 instructions²:

- (a) quarterly financial reports in US Dollars no later than 30 days following the end of each quarter;
- (b) An annual interim financial report as of 31 December is to be submitted no later than 31 January of the following year;
- (c) A final financial report is to be submitted no later than two (2) months after the end date of this agreement.

In addition, in order to enable the Contributing Agency to fulfill its reporting requirements to the European Union, the Recipient Agency will provide a financial report in US Dollars to accompany every request for further installment of pre-financing.

The Recipient Agency should provide the financial report based on the template provided in Annex II.

All expenditure must be incurred between the effective date of this agreement and 31 December 2013.

Following the submission of the certified final financial statement, any unspent contribution will be returned to the Contributing Agency within thirty (30) days, unless otherwise agreed in writing by the parties.

Unspent funds shall be returned to the following account:

Title of account: United Nation Office on Drugs and Crime
Bank name: JP Morgan Chase Bank
Account number: 485 00 1594
Bank address: International Agencies Banking
270 Park Avenue, 43rd floor
New York, NY 10017-2014, USA
ABA number: 021 000 021
SWIFT: CHASUS33
Currency: US dollars.

The Recipient Agency shall, until at least six years and six months after the implementation period of the EU contribution agreement (23 February 2017):

- keep financial accounting documents concerning the activities financed by the contribution; and
- make available to the Contributing Agency, upon request, all relevant financial information, including statements of accounts concerning the Action, whether they are executed by the Recipient Agency or by its implementing partners or contractors.

E. CONTRIBUTIONS

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.

² The contribution being funded from resources from the European Union, project implementation should strictly adhere to the provisions of the Financial and Administrative Agreement (FAFA) of which both Contributing and Recipient Agencies are signatories (http://ec.europa.eu/echo/files/partners/humanitarian_aid/fafa/agreement_en.pdf). It should specifically be noted that Exchange losses are not eligible costs under this Contribution Agreement.

Schedule of payment:

Upon issuance of allocation to UNDP Euro 247,858.97 (100% of budget for Year 1)

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 Nigeria USD Account
Currency:	US Dollars
Bank Address:	Bank of America, 1401 Elm St., Dallas TX 75202
Account No.:	3752207352
ACH Routing Number:	111000012
Wire Routing Number:	026009593
SWIFT Address:	BOFAUS3N

When making such transfers, the Contributing Agency will notify the Recipient Agency, the United Nations Development Programme (UNDP) Country Office in Nigeria – NGAX60 Support to anti-corruption in Nigeria, for the Attention of Ms. Debab Asrat Ynessu (debab.asrat@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:

United Nations Office on Drugs and Crime (UNODC)
Address: Vienna International Centre, Wagramerstrasse 5, P.O. Box 500, A-1400 Vienna, Austria

United Nations Development Programme (UNDP)
Address: United Nations House, Plot 617/618, Diplomatic Zone, Central Area District, P.M.B. 2851, Garki, Abuja, Nigeria

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.

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. 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.

L. 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.

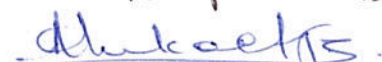
IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in duplicate.

Signed: Mariam Sissoko
Representative
On behalf of the United Nations Office on Drugs and Crime (UNODC)



Date: 18 April 2013

Signed: Ade Mamonyane Lekoetje
Country Director
On behalf of the United Nations Development Programme (UNDP)



Date: 2 April 2013

Annex I

Plan of Action of the Project for UNDP's implementation

Outcome 3: Civil society organisations empowered to increase their participation in AC activities enhanced (UNDP Implementation)												
Output 3.1. Initial project outcome implementation plan developed incorporating baseline studies and analysis, as well as finalised log frames and work plans												
Activities:	3	4	5	6	7	8	9	10	11	12	Amount Euro	Amount USD
3.1.1: Recruitment of project personnel											62,979	81,609.54
3.1.2: Capacity / gap / needs analysis and baselines											38,462	49,839.88
3.1.3: Consult with representatives of key CSO stakeholder groups to discuss/brainstorm on the substantive direction of Outcome 3											19,231	24,919.94
Output 3.2. Strengthen CSOs' capacities for project planning, implementation and reporting, as well as their expertise on A-C												
Activities:	3	4	5	6	7	8	9	10	11	12	Amount Euro	Amount USD
3.2.1: Assess and map current and potential anti-corruption CSO stakeholders.											38,460.16	49,837.50
3.2.2: Consult on effective needs-based capacity-building strategy and work-plan to improve their capacities for project planning, implementation, and reporting on A-C											19,231	24,919.94
Output 3.3. Grant scheme for CSOs to contribute more effectively to the prevention and combating of corruption and to promote integrity, accountability and the proper management of public affairs and property.												
Activities:	3	4	5	6	7	8	9	10	11	12	Amount Euro	Amount USD

3.3.1: Develop grant scheme based on existing experience with CSO grants.														19,231	24,919.94	
Output 3.4. Assist in the expansion and strengthening of civil society anti-corruption networks																
Activities:	3	4	5	6	7	8	9	10	11	12	Amount Euro	Amount USD				
3.4.1: Assess current and potential anticorruption CSO stakeholders, including business associations and private sector organisations (to be implemented in conjunction with 3.2.1 above)												UNDP (to be impl. in conj. with 3.2.1 above)				
Output 3.5. Support to enhance public participation through awareness raising and citizen engagement.																
Activities:	3	4	5	6	7	8	9	10	11	12	Amount Euro	Amount USD				
3.5.1: Assess opportunities for anti-corruption citizen engagement												19,231	24,919.94			
3.5.2: Consult on awareness raising and engagement strategy												19,231	24,919.94			
Total programmable amount												236,056.16	305,886.63			
Indirect support costs												11,802.81	15,294.33			
GRAND TOTAL												247,858.97	321,180.96			

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Annex II
Financial Report Template

PROJECT BUDGET for

PROJECT: _____

Budget line	Description	Calendar year	Calendar year	Calendar year	Calendar year	Calendar year	Total approved budget (modular budget)	Additional funding needed	Overall budget
		a	b	c	d	e			
1500	Travel in projects						(1)=sum (a thru e)	(2)	(3)=(1) + (2)
	15-99 Total Travel	-	-	-	-	-	-	-	-
1100	International Experts								
1150	Short-term Intern. Consultants								
1300	Admin. Support Personnel								
1400	UN Volunteers								
1600	Other Personnel Costs								
1700	National proj. staff (NPO)								
	19-99 Total Personnel	-	-	-	-	-	-	-	-
2100	Sub-Contracts								
2200	Grants to institutions								
	29-99 Total Subcontracts	-	-	-	-	-	-	-	-
3100	Individual fellowships/Training								
3200	Study Tours								
3300	In-service training								
3400	Group Training								
3500	Meetings								

Annex III
Semi-Annual/Annual Progress Report (S/APR)

Period covered by the report:

1. Context

Project/Sub-programme Number	
Title	
Duration (years/months)	
Starting Date	
Location(s) *	
Responsible Office:	
UNODC Regional / Country or Thematic Programme Outcome to which this programme/project directly contributes *	
Executing Agency	
Government Implementing Agency/Partners *	
UNODC Overall Budget	
Donor(s)	

* these fields are to be completed manually, all others will be picked up automatically in profi

1.1 Sub-Programme/Project Summary

Provide key background information and a concise summary of major achievements from the start of the project to the period preceding this reporting period. (Text not to exceed 300 words).

1.2 Linkage to UNODC Regional/ Country or Thematic Programme

Briefly describe the links between the sub-programme/project and the Integrated Regional or Country Programme: i.e. to which objectives and outcomes of the Integrated Regional or Country Programme this programme/project contributes. How the sub-programme/project contributes to the implementation of UNODC Regional or Country Strategy. It would be best if you could provide the exact subprogramme and subprogramme outcome number that you directly contribute to.

2. Results achieved (Objective, Outcome and Outputs)

The first section should be structured around the project Logframe's **outcomes/ outputs** and **indicators**. Section 2.2 provides information on the contribution of the sub-programme/project to the **objective**. In cases where the sub-programme/project was modified during implementation (e.g. outputs or indicators have been revised/changed) the latest revision should be used.

2.1 Outcome(s) and outputs

Outcome or output ref # and statement	Indicator(s)/targets
<p>Evidence of results achieved: Provide brief and clear narrative regarding achievement of the outcome or output listed above, making appropriate reference to the indicator(s) listed. Gender disaggregated data should be provided wherever relevant (e.g. for beneficiaries of DDR or HIV service delivery/expansion, people trained, etc).</p> <p>Include reference to any key reports produced during the reporting period which provide further detail/evidence of quality of outputs and/or contribution to outcomes (e.g. for training/workshops, meetings, conferences, technical studies) including as appropriate their web/file references.</p> <p>Under each output, please also list ONLY the key activities undertaken during the reporting period</p> <p>If the outcome or output has already been achieved/completed in a previous reporting period, this should be noted (including the date of completion).</p>	

Outcome or output ref # and statement	Indicator(s)/targets
<p>Evidence of results achieved:</p>	

2.2 Evidence of contribution to the project's objective

In the earlier stages of project implementation, there may well be no evidence to report on. If so, simply state that this is the case.

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7

2.3 Unanticipated results (positive or negative)?

Unanticipated results may have occurred, given that they are implemented in a dynamic/changing environment. If there is any evidence that unforeseen benefits are being achieved, these should be described. Similarly, if there is any evidence of unanticipated negative results, this should also be mentioned here.

*This section should **not** be used to list the constraints / risks the project may be facing. Such matters should rather be described / summarised in sections 3 (budget, activity implementation, management etc) and 5 (issues and actions taken or required).*

2.4 Continued relevance/ quality of the design?

The relevance and quality of the project design needs to be reviewed on an ongoing basis, given likely changes in operating context, policies, partner needs, etc. Also – some (original) project documents may need to be revised because they turn out to be of inadequate quality (e.g. vague or overambitious objectives, outcomes, indicators, etc). This is a part of risk analysis and management.

If outcomes, outputs, activities or inputs need to be modified in light of any significant changes in the operating environment or through lessons learned during implementation, these should be noted in this section. Proposals for re-design should also be described, and if necessary a project revision document prepared and submitted.

3. Work-plan implementation and project management

3.1 Assessment of Work-plan Implementation (planned vs. actual)/ key activities implemented. (planned/actual).

The 2010 Project Detailed Annual Costed Workplan forecasts a total expenditure in 2010 of XXXXXXXX. Total disbursement according to UNODC Management Expenditure Reporting at 30 June or 31 December respectively is XXXXXXXX. All figures include project support costs. Certified financial reporting is provided by the UNODC Financial Resource Management Service and is available in ProFi.

Provide a very brief assessment of whether or not activity implementation is on 'schedule', based on what was planned for the year. Is programme implementation largely on track or have there been any significant delays? In particular if there has been a large discrepancy between your plan and actual delivery, please explain the variance

3.2 Staffing, management and coordination arrangements.

Provide a narrative summary of progress and/or issues related to project staffing, office establishment, management systems and coordination arrangements.

4. Monitoring & Evaluation

4.1 Monitoring & Review

Provide a brief narrative summary of what the project is doing to help collect, record, analyze, share and use information relevant to assessing whether or not project outputs, outcomes and the overall objective (impact) are being effectively delivered/supported.

- *The outcomes of any tri-partite reviews and other reviews conducted including any follow up measures undertaken*
- *Availability of baseline information, or activities being undertaken to establish a baseline*
- *Description of the activities being undertaken and tools being used to collect, analyze and share information with stakeholders regarding project progress and results achieved*
- *How/if the project is supporting the development of local systems and capacity to collect and use results-oriented management information*
- *How/if the project is collecting/using gender disaggregated data.*
- *Any specific surveys or reviews that have been undertaken in the reporting period, and key findings*

4.2 Evaluation

- *Any independent / external evaluations undertaken in the reporting period, key findings and recommendations, or that are being planned. Describe how recommendations have been followed-up.*

5. Any significant issues or problems (internal and external) encountered and action taken or required.

Summarise key issues /problems that the project has encountered and what has been done, or needs to be done, to address such problems / issues.

Highlight the key management actions that need to be taken to help ensure project benefits are maximized and sustained.

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27