


11/2/18

UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT – UNDP DIRECT PASS THROUGH

A. SUMMARY OF ACTIVITIES

- Title:** *Support to the Effective Cooperation and Coordination of Cross-border Initiatives in Southwest Ethiopia-Northwest Kenya, Marsabit-Borana & Dawa, and Kenya-Somalia-Ethiopia*
- Start/End Dates:** Activities start date: 30th June 2018
Activities end date: 28th February 2021
- Location:** Kenya, Ethiopia & Somalia
- Contribution Amount:** US Dollars Two million, Six hundred Ninety Four Thousand, Three Hundred and Eight only (US\$2,694,308) (the “Contribution”)
- Contributing Agency:** United Nations Development Programme (“UNDP”)
- Recipient Agency:** United Nations Environment Programme (“UN Environment”)
- Nature of Activities:** Water diplomacy & transboundary water management
- Purpose** As per the Donor Agreement of 21 February 2018 signed by UNDP and the European Union (EU), UN Environment will take responsibility for timely and successful delivery of Project Output 1.3, *Governance of transboundary water management improved*, and Output 3.3, *Capacities for transboundary water management improved*.
- Annexes:** The following annexes form an integral part of this Agreement. 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 I – EU Donor Agreement with UNDP, dated 21st February 2018, including the annexes/attachment thereto (the “Donor Agreement”), specifically Annex I, the Description of the Action, Annex II, the General Conditions, and Annex III, the Budget of the Action.
- Expected outcome:**
- The project is intended to address the drivers of conflict and instability, irregular migration and displacement in the cross-border areas of the Horn of Africa through improved cross-border coordination and cooperation. The specific objectives of the Project are:



1. To strengthen regional policy frameworks, structures and protocols for cross-border cooperation between national and local Governments, the private sector, civil society and international technical and financial partners in development;
2. Capacities of communities, local governments and civil society to fully engage in processes for development planning and results are built;
3. To ensure effective cooperation and coordination, monitoring and evaluation of cross-border initiatives including involvement of relevant national and regional actors in these processes

The project will be implemented by UNDP in collaboration with UN Environment. UNDP and UN Environment will work in partnership with Intergovernmental Authority on Development (“IGAD”). The project is funded by the European Union, with co-financing contributions from UNDP and UN Environment.

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, in accordance with the following terms and conditions.

B. BACKGROUND

On **21st February 2018** the Donor Agreement was signed between the **European Union** (the “Donor”), and the Contributing Agency.

Further to the Donor Agreement, the **UNDP** is awarded financing for the Project, *Support to the Effective Cooperation and Coordination of Cross-border Initiatives in Southwest Ethiopia-Northwest Kenya, Marsabit-Borana & Dawa, and Kenya-Somalia-Ethiopia* (hereinafter called “the Project”) as defined in the Donor Agreement, on the terms and conditions set out in the Donor Agreement, including its attachments as specified above.

The Activities hereunder are those parts of the Project for which the Recipient Agency is responsible under the Donor Agreement and this Contribution Agreement (with respect to the Activities).

C. USE OF FUNDS AND ACCOUNTABILITY; INDEMNIFICATION; MATERIAL TERMS

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.

The Recipient Agency shall have full programmatic and financial accountability for the use of the Contribution and for the results of the Activities. In this regard, in addition to and notwithstanding the terms hereof, the Recipient Agency agrees to implement and comply, and ensure compliance, with all relevant provisions and requirements under the Donor Agreement imposed on UNDP that

[Signature]
11/2/2018

relate to funding recipients, attached hereto and made an integral part hereof as if applicable to Recipient Agency *mutatis mutandis*, provided, however, that all reporting required of UNDP under the Donor Agreement shall be provided by Recipient Agency to UNDP in accordance with Section F hereof, in adequate time in order for UNDP to review and consolidate that reporting for overall reporting to the Donor under the Donor Agreement.

Without limiting the foregoing, in case the Donor considers any expenses incurred, payments made or activities undertaken with respect to the Activities implemented by the Recipient Agency further to the Project, financed under the aforementioned Donor Agreement, ineligible, the Recipient Agency assumes full financial responsibility for these expenses, payment or activities, and the consequences thereof, in accordance with the terms of the Donor Agreement. The Recipient Agency shall seek to resolve the issue directly with the Donor, keeping UNDP fully informed; if for any reason under this agreement the Donor requires the reimbursement of funds allocated to the Recipient Agency, UNDP shall repay the Donor the amounts requested in accordance with the Donor Agreement and the Recipient Agency agrees to reimburse fully UNDP for these amounts.

D. BUDGET

The total budget for the Activities is \$2,719,726, in USD, as more fully described below.

Summary of activities and BUDGET ¹	Year 1	Year 2	Year 3	Total (all years)
National project manager (Turkana) 0.5 FTE	35,000	35,000	35,000	105,000
Activity 1.3.1 Diplomacy/cooperation meetings				
- Meeting costs (approx. 4 per year) travel & DSA	80,000	105,000	105,000	290,000
- Communications	5,000	5,000	5,000	15,000
- UNEP + IGAD facilitation costs (travel & DSA)	15,000	30,000	30,000	75,000
Activity Sub-Total	135,000	175,000	175,000	485,000
Activity 1.3.2 Prepare draft governance framework				
- Consultants + DSA & travel	0	50,000	42,800	92,800
- Experts and validation meetings	0	50,000	50,000	100,000
Activity Sub-Total	0	100,000	92,800	192,800
Activity 1.3.3 Awareness raising with local communities				
- Communication/ outreach materials, community meetings	0	50,000	70,000	120,000
- Consultant (sociologist) travel & DSA	0	20,000	20,000	40,000
Activity Sub-Total	0	70,000	90,000	160,000
Activity 1.3.4 Transboundary assessments & baselines for Dawa/Shabelle basins				
- Consultants, DSA, travel	54,000	70,000	0	124,000
- Expert & validation meetings costs	30,000	30,000	0	60,000
- Data acquisition/costs	0	50,000	0	50,000
Activity Sub-Total	84,000	150,000	0	234,000
Activity 1.3.5 Water diplomacy for Dawa/Shabelle				


 11/2/18

- Meeting costs, travel & DSA (3 countries)	105,000	130,000	60,000	295,000
- Communications	5,000	5,000	5,000	15,000
- UNEP + IGAD facilitation costs (travel & DSA)	10,000	15,000	15,000	40,000
Activity Sub-Total	120,000	150,000	80,000	350,000
Activity 3.3.1 Establish water monitoring stations				
- Equipment provision (approx. 4 stations)	40,000	120,000	50,000	210,000
Activity Sub-Total	40,000	120,000	50,000	210,000
Activity 3.3.2 Trainings for monitoring water quality/quantity, ecosystem assessment methodology, project management				
- Consultants inc. travel/DSA for trainings/materials preparation	24,000	42,000	24,000	90,000
- Participant travel/DSA	6,000	15,000	6,000	27,000
Activity Sub-Total	30,000	57,000	30,000	117,000
Activity 4.1.1 UNEP initial desk study & report				
- Consultants inc. travel/ DSA	93,000			93,000
Activity Sub-Total	93,000	0	0	93,000
Activity 4.1.2 Ecosystem assessment & field work				
- Consultants inc. travel/DSA	40,000	180,000	100,000	320,000
Activity Sub-Total	40,000	180,000	100,000	320,000
Activity 4.1.3 UNEP pilot demonstrations/interventions				
- Sub-project costs	0	200,000	180,000	380,000
Activity Sub-Total	0	200,000	180,000	380,000
Total programmable amount, including direct costs	542,000	1,202,000	797,800	2,541,800
<i>Indirect support costs (7% GMS)</i>	<i>37,940</i>	<i>84,140</i>	<i>55,846</i>	<i>177,926</i>
Grand total	579,940	1,286,140	853,646	2,719,726

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.

E. COSTS RECOVERY

It is agreed and understood that the pass-through services performed by UNDP further to the Donor Agreement and this Contribution Agreement is equivalent to 1% of the Contribution. This fee shall be retained by the Contributing Agency from the payments to the Recipient Agency as part of its fee general management services (GMS) of the Contribution Amount for the pass-through services performed by the Contributing Agency further to the Donor Agreement and this Contribution Agreement. This amount should be funded by the Recipient Agency from its GMS earned, and cannot be recharged to the Activities.


11/7/2018

F. 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, to meet all requirements of the Contributing Agency outlined in the Donor Agreement and its attachments. These will include:

1. An Inception Phase report, at least one month prior to the deadline for submission of the full UNDP Inception report to the EU (ie, by 21st July 2018);
2. Quarterly updates on indicators & bi-annual Visibility and Communication (“V&C”) reports, to a schedule to be discussed and agreed with UNDP Project management;
3. Annual narrative and financial progress reports, from 1st March to 28th February each year of project implementation;
4. A Final Report for the Project by end April 2021.

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:

1. Annual financial reports, from 1st March to 28th February each year of project implementation;
2. A financial Final Report of all Project expenditure by end April 2021.

G. CONTRIBUTIONS

The total amounts paid by the Contributing Agency shall match the total budget amount less 1% GMS as per Clause C above, “Cost Recovery”. 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 payments:

	Net Amount	GMS 6%	Total Payment
30 th July 2018	542,000	32,520	574,520
30 th July 2019	1,202,000	72,120	1,274,120
30 th July 2020	797,800	47,868	845,668



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:

JPMorgan Chase
International Agencies Banking Division
270 Park Avenue. 43rd Floor New York NY 10017 USA

Account Name: UNEP Trust Fund and Counterpart Contributions
Account Number: 485-002809
Account Currency: United States Dollars
SWIFT Code: CHASUS33 or CHIPS participant number =0002
ABA No. 021000021

When making such transfers the Contributing Agency will notify the Recipient Agency (as per contacts below), by e-mail 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.

Mr. Levis Kavagi
Africa Coordinator, Ecosystem and Biodiversity programme
P. O. Box 30552-00100, Nairobi-Kenya

Telephone +254-20-7623145
Email: Levis.Kavagi@un.org

Mr. Stephen Ndeti
Budget Officer, Africa Office – UN Environment
P. O. Box 30552-00100, Nairobi-Kenya

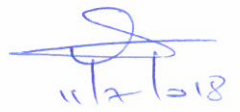
Telephone +254-20-7623086
Email: Stephen.ndeti@un.org

H. 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.

I. CORRESPONDENCE

All correspondence regarding the implementation of this Agreement will be addressed to:


11/2/18

On behalf of UNDP:

Mr Lamin Manneh
Director, UNDP Regional Service Centre for Africa
Main Bole Road, Olympia Roundabout, DRC Street
P. O. Box 60130, Addis Ababa
Ethiopia

On behalf of UN Environment:

Juliette Biao Koudenoukpo
Director and Regional Representative, Africa Office,
United Nations Environment Programme

P. O. Box 30552 -00100, Nairobi-Kenya.

J. AMENDMENTS

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

K. COMPLETION OF THE ACTIVITIES

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.

L. TERMINATION OF THIS AGREEMENT

This Agreement will expire 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 earlier 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.

M. REFUNDS OF UNSPENT BALANCES


11/2/2018

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.

N. SETTLEMENT OF DISPUTES

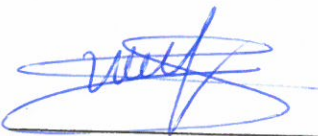
The two Agencies will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either 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.

O. 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 it expires or is earlier terminated in accordance with Section L above.

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

Signed:  Date: June 25, 2018
On behalf of the United Nations Development Programme

Signed:  Date: 13.07.18
Juliette Biao Koudenoukpo, Director and Regional Representative for Africa
On behalf of the United Nations Environment Programme