

UNDP TO ITU CONTRIBUTION AGREEMENT

A. SUMMARY OF ACTIVITIES

Title: Advisory services to Saudi Communication & Information Technology Commission ("CITC") (the "Activities")

Start/End Dates: Activities start date: [date of receipt of funds]
Activities end date:

Location: Kingdom of Saudi Arabia

Contribution Amount: 2,863,823 USD (the "Contribution")

Contributing Agency: United Nations Development Programme ("UNDP")

Recipient Agency: International Telecommunication Union ("ITU")

Nature of Activities: Advisory Services

Purpose The Activities intend to support the telecommunications development programs through advisory services in the field of radio frequency spectrum management.

Annexes: 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.
[List Annex(es), if any]

Expected outcome: Sustainable Development Mainstreamed across the Economy

ITU 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 USD 2,727,450 (excluding GMS-UNDP), as detailed below.

Summary of activities and BUDGET				Total (all years)
	2014	2015	2016	
Staff Costs	840,000	797,500	815,000	2,452,500
Mission	3,500	4,000	4,500	12,000
Other	5,000	5,000	5,000	15,000
Total before AOS	848,500	806,500	824,500	2,479,500
ITU AOS (10%)	84,850	80,650	82,450	247,950
Sub-Total ITU	933,350	887,150	906,950	2,727,450
GMS-UNDP	46,667	44,358	45,348	136,373
Grand total	980,017	931,508	952,298	2,863,823

The UNDP will not be responsible for any financial commitment or expenditure made by ITU that exceeds the budget for the Activities. ITU will promptly advise the UNDP any time when ITU 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 UNDP will have no obligation to provide ITU with any funds or to make any reimbursement for expenses incurred in excess of the total budget as set forth herein.

C. COSTS RECOVERY

ITU shall charge an administrative and operational services (AOS) cost of 10% on all expenditure made by ITU with the funds of the Contribution. The AOS are included in the Contribution and the budget of the Activities.

D. REPORTING

Financial Reporting

ITU shall provide UNDP with a final report concerning the Activities, prepared in accordance with ITU's relevant accounting and reporting rules, regulations and procedures, when the definitive financial situation is ready (approximately six (6) months after the closure of account of the year within which the Activities financed by the Contribution are completed).

E. CONTRIBUTIONS

The total amounts paid by the UNDP shall match the total ITU budget amount. The Contribution will be paid in instalments in accordance with the following schedule.

Schedule of payment:

Date	Amount (USD)
First instalment within 30 days following signature of this Agreement	466,675
1st of July 2014	466,675
1st of January 2015	887,150
1st of January 2016	906,950
Total	2,727,450

The UNDP acknowledges that ITU will not pre-finance Activities and will not enter into any commitment regarding the implementation of the Activities before it has received the Contribution in accordance with the above schedule of payment. If the Contribution, or any part of it, is not received in a timely manner, the Activities may be reduced or suspended by ITU with immediate effect.

The UNDP shall indemnify, defend and hold harmless ITU in respect of any claims, demands, actions or losses by third Parties, arising from the UNDP's non-payment or delayed payment of all or part of the Contribution.

The Contribution shall be deposited in United States Dollars (USD) into the following account:

UBS SA
Case Postale 2600
CH-1211 Genève 2 (Suisse)
Account Holder: International Telecommunication Union
Account N°: 240-C8108252.2
IBAN: CH54 0024 0240 C810 8252 2
Swift: UBSWCHZH80A
Purpose: Advisory services to Saudi Communication & Information
Technology Commission ("CITC")

When making such transfers the UNDP will notify ITU in writing of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from the UNDP pursuant to this Agreement.

F. CORRESPONDENCE

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

United Nations Development Programme
United Nations Building Diplomatic Quarter
P.O.Box 94623
Riyadh 11614
Saudi Arabia
Phone: +966-11-488 5301
Fax: +966-11-488 5309
Email: registry.sa@undp.org

International Telecommunication Union:

Regional Director
Arab Regional Office
Phone: +202-353-71777
Fax: +202-353-7188
Email: itucaipro@itu.int
Smart Village, Cairo, Egypt

G. AMENDMENTS

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

H. COMPLETION OF THE ACTIVITIES

ITU will notify the UNDP when all Activities have been completed.

ITU 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.

I. 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 Party 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 Parties 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.

J. REFUNDS OF UNSPENT BALANCES

Any unspent balance from the Contribution following the completion of the Activities and submission of the final financial report shall be used by ITU in such manner and for such purpose as may be mutually agreed between all the parties involved (KSA, ITU and UNDP) pursuant to a written instrument signed by concerned parties.

K. SETTLEMENT OF DISPUTES

UNDP and ITU 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 Party.

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 I above.

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

Signed:
On behalf of the United Nations Development Programme

Mr Firas Gharaibeh
Resident Representative a.i.



Date: 18/03/2014
Place: Riyadh (Saudi Arabia)

Signed:
On behalf of the International Telecommunication Union

Mr Brahim Sanou, Director
Telecommunication Development Bureau



Date: 21/03/2014
Place: Geneva (Switzerland)