

UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT



A. SUMMARY OF ACTIVITIES

Title:	« Apoio ao desenvolvimento de um sistema integrado de informação sobre a criminalidade em suporte à intauração de serviços da estatística da criminalidade»
Start/End Dates:	Activities start date: 30 November 2017 Activities end date: 31 October 2019
Location:	Sao Tome and Principe
Contribution Amount:	US\$ 30.000,00
Contributing Agencies:	United Nations Population Fund (“UNFPA”)
Recipient Agency:	United Nations Development Programme (“UNDP”)
Nature of Activities:	“Desenvolvimento do sistema integrado de informação da criminalidade incluindo a criminalidade sobre a violência baseada em género e aos menores de idade”
Purpose	[Statistique de la Criminalité]
Annexes:	[Joint Annual Working Plan - Gouvernance; Strategic Justice Reform Matrix Plan 2017-2021; HITEC Professional Services Proposal]
Expected outcome:	The system is developed and functional.

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 \$ 30.000, in USD, as more fully described below.

Summary of activities and BUDGET¹	Annual (Years 1)	Annual (Years 2)	Annual (Years 3)	Total (all years)
Total programmable amount, including direct costs	15.000	15.000	0.0	30.000
Indirect support costs	0.0	0.0	0.0	0.0
Grand total	0.0	15.000	0.0	30.000

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 draft report for input, and the final version of the report.

The Contributing Agency will provide the monitoring technical advice to the developer system as necessary.

Financial Reporting:

The Recipient Agency will provide the Contributing Agency with the yearly financial report, prepared in accordance with the Recipient Agency's financial regulations, rules, policies, procedures, and the final report followed by administrative instructions at the end of the Activity, by the 31 December 2019.

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.

Schedule of payment:

2017	US\$ 15.000
2018	US\$ 15.000

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: Transfers between to the Recipient Agency through the General Ledger.

UNFPA	Project	Impl. Agency	Department	Fund	Activity	Account
	STP07INE	PU 0074	43400	FPA90	GBVSTAT	72105

Currency: US Dollars

Bank Address: N/A

When making such transfers the Contributing Agency will notify the Recipient Agency, [details] (for the Attention []), by fax ([]) or by e-mail ([X]) 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:

UNFPA: Victoria D'Alva, UNFPA AR, dalva@unfpa.org;

Address: UN House, UN Avenue, 1st Level, Sao Tome, Sao Tome and Principe

UNDP: **Zahira Virani**, UNDP Representative and UN Resident Coordinator

CC: Antonio Viegas, UNDP AR Programme, antonio.viegas@unfpa.org

Address: UN House, UN Avenue, 3rd Level, Sao Tome, Sao Tome and Principe

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.

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. 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. REFUNDS OF UNSPENT BALANCES

1. 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.

Signed:

On behalf of the United Nations Population Fund:



Victoria D'Alva, UNFPA Assistant Representative



30-11-2017

Date

Signed:

On behalf of the United Nations Development Programme:



Zahira Virani, UNDP Representative and UN Resident Coordinator



Au service
des peuples
et des nations

06/12/17

Date