Financing Agreement

Dated 22 ,12 .2015

between

KfW, Frankfurt am Main
("KfW")

and the

United Nations Development Programme

("UNDP" or "Recipient"),

(together the "Parties" and each also as "Party")

for

EUR 8,978,998.00

- BMZ 201541119

Livelihood support programme, Syria -

Preamble

KfW for the account of the Federal Republic of Germany and UNDP hereby enter into the following Financing Agreement (the "Agreement"):

Article 1

Amount and Purpose of the Financial Contribution

1.1 KfW shall extend to the Recipient a financial contribution not exceeding EUR 8,978,998.00.

This financial contribution shall not be repayable unless otherwise stipulated in Article 3.2.

- 1.2 The Recipient shall use the financial contribution exclusively for the Livelihood support programme, Syria and as further described in Annex 1 and Annex 2 ("Project").
- 1.3 In accordance with Article II of the Convention on the Privileges and Immunities of the United Nations that provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use, it is expected that no customs duties or import charges will be imposed with respect to the import of supplies and equipment procured by UNDP for the Project and financed by the Contribution made under this Agreement.
- 1.4 Interest accrued in connection with this financial contribution shall be used in accordance with the financial regulations, rules and directives of the Recipient. Insurance recoveries accrued in connection with this financial contribution shall be used under a programme of the Recipient of the same project type.
- 1.5 The Recipient shall use the grant only for necessary and reasonable expenditures in accordance with sound business principles. The Recipient may charge costs for general management services not exceeding 8% as stated in Annex 1 and Annex 2.

Article 2

Disbursement

2.1 KfW shall disburse the financial contribution in tranches and in Euros against duly signed requests for disbursements at the earliest in January 2016.

The funds of the financial contribution shall be remitted to the UNDP account:

Bank Name: Bank of America-London

Account Name/title: UNDP Contribution EUR Account

Account No: 6008-62722022

Bank Address: 5 Canada Square, London 5AQ E14

National Sort Code: 165050 Swift Code: BOFAGR22

IBAN No: GB59B0FA16505062722022

Disbursements shall be governed by the regulations as stipulated in Annex 3 (Disbursement Procedure) which forms an integral part of this Agreement. KfW will inform UNDP when the financial contribution is paid via an e-mail message with remittance information to contributions@undp.org and prm.undp.syria@undp.org, providing the following information: KfW, UNDP Syria, Livelihood support programme.

2.2 KfW shall have the right to refuse to make disbursements after 31.12.2016. The Parties acknowledge and agree that UNDP shall not be obliged to continue with any activity under the Project to the extent funding is not available.

Article 3

Suspension of Disbursements and Repayment

- 3.1 KfW may not suspend disbursements unless
 - a) the Recipient fails to perform its obligations to KfW to make payments when due,
 - b) obligations under this Agreement or under separate agreements pertinent to this Agreement have been violated,
 - c) the Recipient is unable to prove that the disbursed amounts have all been used for the stipulated purpose, or
 - d) extraordinary circumstances arise that preclude or seriously jeopardize the implementation, the operation, or the purpose of the Project.
- 3.2 If any of the situations specified in Article 3.1 b) or c) has occurred and has not been eliminated within a period determined by KfW, which shall, however, be at least 30 days, KfW may,
 - a) in the case of Article 3.1 b), demand the immediate repayment of all amounts which have not been committed or spent;
 - b) in the case of Article 3.1 c), demand the immediate repayment of such amounts as the Recipient is unable to prove to have been used for the stipulated purpose which have not been committed or spent.

Article 4

Costs and Public Charges

The Recipient shall bear all transfer and conversion costs accruing in connection with the disbursement of the financial contribution.

Article 5

Contractual Statements and Power of Representation

- The Administrator of UNDP and such persons as designated by him or her to KfW and authorised by specimen signatures authenticated by him or her shall represent the Recipient in the execution of this Agreement. The power of representation shall not expire until its express revocation by the representative of the Recipient authorised at the time has been received by KfW.
- 5.2 Amendments or addenda to this Agreement and any notices and statements delivered by the contracting Parties under this Agreement shall be in writing. Any such notice or statement shall have been received once it has arrived at the following address of the corresponding contracting Party or at such other address of the corresponding contracting Party as notified to the other contracting Party:

For KfW:

KfW

Postfach 11 11 41

60046 Frankfurt am Main Federal Republic of Germany Fax: +49 69 7431-2944

For the Recipient:

United Nations Development Programme

One United Nations Plaza
New York, NY 10017
United States of America
Represented by: Samuel Rizk
Country Director, UNDP Syria

Article 6

The Project

6.1 The Recipient shall

- a) prepare, implement, operate and maintain the Project in conformity with sound financial and engineering practices and substantially in accordance with the Project conception agreed upon between the Recipient and KfW;
- b) assign the preparation and supervision of construction of the Project to independent, qualified consulting engineers, and the implementation of the Project to qualified firms;
- c) award the contracts for the goods and services to be financed from the financial contribution according to the Recipient's internal rules and regulations for procurement and contracts, including international competitive bidding when relevant;
- use its best endeavours to ensure the full financing of the Project and, upon request of KfW, furnish to KfW evidence proving that the costs not paid from this financial contribution are covered;
- e) maintain, or cause to be maintained, books and records unequivocally showing all costs of goods and services required for the Project and clearly identifying the goods and services financed from this financial contribution;
- f) enable the representatives of KfW at any time to visit the Project and all installations related thereto:
- g) furnish to KfW any and all such information and reports on the Project and its further progress as KfW may request, in particular make available to KfW on an annual basis a copy of its audited financial statements and external auditors' report on its financial statements prepared by the United Nations Board of Auditors in accordance with the United Nations Single Audit Principle. Internal audit reports will be made public by disclosure on the UNDP internet site and will be made available to KfW. Details on the Project's progress will be reported semi-annually and as specified in Annex 1 and Annex 2; the first report shall be submitted to KfW no later than 30th of June 2016. The final report shall be submitted to KfW no later than 31st of January 2018 which shall include information on all sources of funding; in addition, UNDP shall provide KfW with brief monthly updates on numbers of persons reached under the KfW funded portion of the Programme;
- h) of its own accord promptly inform KfW of any and all circumstances that preclude or seriously jeopardize the implementation, the operation, or the purpose of the Project.

Article 7

7.1 To comply with internationally accepted principles of utmost transparency and efficiency in the development cooperation, KfW publishes selected information (including evaluation reports) about the Project and how it is financed during precontractual negotiations, while the Project-related agreement(s) is (are) being implemented and in the post-contractual stage (hereinafter referred to as the "Entire Period").

The information is published regularly on KfW´s website for its business area "KfW Development Bank" (http://transparenz.kfw-entwicklungsbank.de/).

The publication of information (either by KfW or third parties in accordance with Article 7.3 below) about the Project and how it is financed does not include any contractual documentation or any sensitive financial or business-related detailed information about the parties involved in the Project or its financing, such as

- a) Information about internal financial data;
- b) business strategies;
- c) internal corporate guidelines and reports;
- d) personal data of natural persons;
- e) KfW's internal rating of the parties financial position.
- 7.2 KfW shares selected information about the Project and how it is financed during the Entire Period with the entities mentioned below, particularly to ensure transparency and efficiency:
 - a) subsidiaries of KfW;
 - b) the Federal Republic of Germany and its competent bodies, authorities, institutions, agencies or entities;
 - c) other implementing organisations involved in German bilateral development cooperation, particularly the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH;
 - d) international organisations involved in collecting statistical data and their members, especially the Organisation for Economic Cooperation and Development (OECD) and its members.
- 7.3 Furthermore, the Federal Republic of Germany has requested, KfW to share selected information about the Project and how it is financed throughout the Entire Period with the following entities, which publish the sections relevant to the purpose:
 - a) Federal Republic of Germany for the purposes of the International Aid
 Transparency
 (http://www.bmz.de/de/was wir machen/wege/transparenz-fuer-mehr-Wirksamkeit/index.html);
 - b) Germany Trade & Invest (GTAI) for the purposes of market information (http://www.gtai.de/GTAI/Navigation/DE/trade.FOO);
 - c) OECD for the purpose of reporting financial flows in the framework of development cooperation (http://stats.oecd.org/);

- d) German Institute for Development Evaluation (DEval) for the purposes of evaluating the overall German development cooperation to ensure transparency and efficiency (http://www.deval.org/de/).
- 7.4 KfW further reserves the right to transfer (including for the purposes of publication) information about the Project and how it is financed during the Entire Period to other third parties so as to safeguard legitimate interests.

The information is not transferred by KfW to other third parties if the legitimate interests of the Recipient in the information not being transferred outweigh KfW's interests in it being transferred. The legitimate interests of the Recipient particularly include the confidentiality of the sensitive information mentioned in Article 7.1, which is excluded from publication.

Furthermore, KfW is entitled to transfer information to third parties if this is necessary due to statutory or regulatory requirements or to assert or defend claims or other legal rights in court or administrative proceedings.

Article 8

Miscellaneous Provisions

- 8.1 The Agreement shall come into force on the date of its signature by both Parties.
- 8.2 The Recipient shall ensure that the persons charged by the same with the preparation and implementation of the Project, the award of any contract for the supplies and services to be financed and with requesting disbursements of financial contribution amounts do not demand, assume, render, grant, promise or obtain a promise of unlawful payments or other advantages in connection with these tasks.
- 8.3 The Recipient shall promptly make available to KfW on demand all information and documents (except when this is a violation of the UN Single Audit Principle) which KfW requires to fulfil its obligations to prevent money laundering and terrorism financing as well as for the prevention of fraud and corruption and for the continuous monitoring of the business relationship with the Recipient, which is necessary for this purpose.

In entering into and implementing this Agreement the Recipient acts in its own name and for its own account. With regard to German law or the law of the country of incorporation of the Recipient

- a) the Recipient's own resources or the amounts invested in the financing of the Project will not be of illicit origins and, in particular, this list being nonexhaustive, will not be linked to drug trafficking, corruption, organised criminal activity or terrorism;
- b) the shareholder capital of the Recipient will not at any time be of illicit origins and, in particular, this list being non-exhaustive, will not at any time be related to drug trafficking, corruption, organised crime or terrorism;

- c) the Recipient will not be engaged in the acquisition, possession or use of property that is of illicit origins and, in particular, this list being non-exhaustive, will not at any time be related to drug trafficking, corruption, organised crime or terrorism; and
- d) the Recipient will not be engaged in financing terrorism.
- 8.4 If any of the provisions of this Agreement is invalid, all other provisions shall remain unaffected thereby. Any gap resulting therefrom shall be filled by a provision consistent with the purpose of this Agreement.
- 8.5 The Recipient may not assign or transfer, pledge or mortgage any claims from this Agreement.
- 8.6 The Parties to this Agreement shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement or any breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable solution through direct conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force, or such other procedure as may be agreed between the Parties. Unless, any such dispute, controversy or claim between the Parties is settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim may be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
- 8.7 The legal relations established by this Agreement between KfW and the Recipient shall terminate with the end of the useful life of the Project, but not later than 15 years after the signing of this Agreement.

Done in 2 originals in the English language.

Frankfurt am Main, this: 22/12015

KfW

Wolfgang Reuß

Director

North Africa and Middle East

UNDP

Yagoub El Hillo

Resident Representative

UNDP Syria

Beate Richter

Project Manager

Education and Economic Development

North Africa and Middle East

<u>Annex 1: Project Document: Strengthen the resilience of the Syrian people and foster the recovery of disrupted livelihoods</u>

<u>Annex 2:</u> Results and Resource Framework (RRF) and provisional Budget for activities financed through KfW

Annex 3: Disbursement Procedure

Annex 2 UNDP - KfW Results and Resource Framework for the Resilience Building programme

	Activity	Indicator	Target	Description	Governorates
Output 1: Basic and social services and infrastructure restored, improved and sustained to enhance community	1.1 Rehabilitation and maintenance of basic infrastructure: 1.1.1.Rehabilitation and maintenance of Water and Sewage networks 1.2 Rehabilitation and maintenance of social infrastructure: 1.2.1 Rehabilitation of business units	# of jobs created # of km of basic infrastructure repaired # of socio-economic infrastructure units repaired # of people/residents benefiting from services	975 jobs created 90 km of basic infrastructure repaired 400 business units rehabilitated 350,000 - 400,000 beneficiaries	The budget lines refer to the establishment of various emergency employment/labor intensive schemes for rehabilitation of basic infrastructure and restoration of community services. The Budget estimation includes cash-for-work	Homs Rural Damascus
resilience	1.2 Solid Waste Management: 1.2.1. Restoration and maintenance of the municipal services equipment and machinery 1.2.2 SW collection, Removal and Recycling activities	# of jobs created # of municipal service pieces of equipment repaired # of Tons of solid waste removed # of Tons of separated plastic and solid waste for recycling purposes # of cleaned neighborhoods # of direct & indirect beneficiaries # of tools, necessary equipment provided to local actors # of Tons of compost produced # of Hygiene awareness sessions conducted	760 jobs created 250 equipment repaired 80,000 tons collected & removed 5,000 tons separated 22 neighborhoods cleaned 250,000 - 300,000 indirect beneficiaries 250 tools provided 12,000 tons of compost 10 awareness sessions conducted	wages, cost of materials and equipment, cost of money transfer companies/money vendors, etc.	Tartous Hama Homs Lattakia

Homs Rural DamascusAleppo Homs Hama Tartous Rural Damascus Aleppo				Rural Damascus - Homs - Hama - Tartous - Aleppo	39.5
			This budget line refers to support/establishment of productive	workshops and employment creation	
675 jobs created 250,000 tons removed15 neighborhoods cleaned 25,000 tons sorted 250 tools provided 375,000 indirect beneficiaries	700 jobs created 12 km of streets lighted 600 units of solar LED units 800 solar water heating units 450,000 - 600,000 beneficiaries	500 jobs created	250 productive assets provided	18 businesses revived/established	900 persons benefiting from vocational training
# of jobs createdTons of debris 1.3.1. Debris/rubble Collection , Removal and Recycling activities activities people/residents benefiting# of tools, necessary equipment provided to local actors	# of jobs created km of streets lighted # of solar LED Lighting units installed # of solar water heating units installed # of communities benefited	# of jobs created	# of productive assets distributed	# of businesses revived/established	# of people benefiting from vocational training
1.3. Debris Management: 1.3.1. Debris/rubble Collection , Removal and Recycling activities	1.4. Renewable Energy: 1.4.1 Solar LED lightening system 1.4.2 Solar Water Heating	Cash for work	Provision of productive assets	Revival of Businesses	Provision of vocational training
			Output 2: Socio-	economic recovery of affected population	and host communities enhanced

This budget line refers to provision of productive assets to support businesses and individuals/households (equipment, raw material, farming inputsetc.)	This budget line refers to provision of startup toolkits especially targeting people who received and successfully completed vocational training
1600 productive asset distributed	1500 startup toolkit distributed
# of productive assets distributed	# of startup tool kits distributed
Provision of productive assets	Provision of startup tool kits

Project Title Strangthe	Project Title: Standifien in Scalleton of the Affected Population	Population									
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Nobs: The USD budget is computed based on December exchange rate, it will be adjusted in due time according to the UN BURO to USD exchange rate at the day of receipt of funds.

Un-Programmed

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EUR 8.978.998.00 \$805.431,99 C.471.001,65

Annex 3 to the Financing Agreement

Officer in Charge: Christiane Belz phone: +49 69 7431-2419 email:christiane.belz@kfw.de

Disbursement Procedure

German Financial Cooperation with UNDP Loan/Financing/Project/Programme Agreement of KfW EUR 8,978,998.00

Project/Programme name: Livelihood support programme, Syria

KfW-Reference No.: 201541119

1 INTRODUCTION

This annex stipulates the disbursement procedure for the above-mentioned project/programme. The Financing Agreement including this Annex shall be made available to all staff of the borrower, recipient, or project/programme-executing agency ("Authorized Party") and any other party involved with disbursements.

KfW disburses loans and non-repayable financial contributions ("Funds") upon request of the **Authorized Party** in accordance with the progress of the projects/programme financed. KfW supervises the contractual use of the Funds which it has reserved for specific goods and services on the basis of the "Financing Agreement".

The List of Goods and Services as well as the corresponding Funds reserved thus form the framework within which the Authorized Party may request disbursement from KfW once all contractual prerequisites for disbursement have been fulfilled.

2 GENERAL PROVISIONS

- 2.1 All withdrawal applications shall
- indicate the KfW Reference Number,
- be numbered consecutively and
- be signed by representatives of the Authorized Party who have been designated as authorized towards KfW and of whom KfW has received **specimen signatures** (example see **Attachment A**).
- 2.2 In general, KfW accepts only **original** withdrawal applications. If, in exceptional cases, a withdrawal application has been transmitted by fax, the original is to be sent by mail immediately afterwards marked as fax confirmation. KfW is released by the Authorized Party from liability for any damage resulting from false transmissions, due in particular to transmission errors, abuse, misunderstanding, or mistakes.
- 2.3 For payments made in a currency other than that committed ("Foreign Currency"), KfW will debit the borrower or recipient with such amount as was expended by KfW for the procurement of the foreign currency, inclusive of incidental expenses.
- 2.4 KfW will not be liable for delays caused by transferring banking institutions in the disbursement or remittance of Funds. If any delay is caused by KfW, its liability will be limited to the payment of interest accrued.

Annex Fehler! Verweisquelle konnte nicht gefunden werden. to the Financing Agreement Page 2

2.5 The disbursement advice will be distributed monthly by mail to the addressees of the Loan/Financing Agreement and to other parties involved as communicated to KfW by the Authorized Party. Provided that the Authorized Party or any other party has communicated an Email address to KfW, the disbursement advice will be sent automatically on the day of each disbursement to the respective Email address. For communication of an Email address please use the attached model for a letter requesting emailing of disbursement advice (example see **Attachment B**).

3 SPECIAL PROVISIONS

- 3.1 Authorized Party is UNDP, New York
- 3.2 Procedure to be applied

The Funds assigned to goods and services specified in the Financing Agreement, Article 1, shall be disbursed according to the following disbursement procedure in tranches.

3.3 Disbursement Procedure in Tranches

3.3.1

The first tranche amounting to EUR 4,500.000-- will be paid to UNDP's account specified in the Financing Agreement.

The disbursement of the 1st tranche will be effected in January 2016.

This Financing Agreement is deemed as a request for disbursement for the 1st tranche.

3.32

Further tranches out of the remaining contribution will be paid upon submission of a duly signed Withdrawal Application (see Attachment C) by UNDP.

All original evidence of expenditures corresponding to the disbursements is to be kept until at least five years after completion of the financed measures and will have to be accessible at all times for inspection by KfW or third parties so instructed by KfW (e.g. auditors).

Please contact the KfW-official mentioned above if you have any questions about the disbursement procedure, quoting the KfW-reference number.

Attachments

- A) Example of a Letter Designating Authorized Signatories
- B) Model for a letter requesting emailing of disbursement advices
- C) Withdrawal Application Form Disbursement Procedure in Tranches

EXAMPLE OF A LETTER DESIGNATING AUTHORIZED SIGNATORIES

From: ____

Party of	the Authorized Representative according to the Loan/Financing/Project/Programme Agreement)
Attn: Postf	Bankengruppe L ach 11 11 41 S Frankfurt am Main
Loan/ EUR 8 Proje	an Financial Cooperation with UNDP /Financing/Project/Programme Agreement of KfW 8,978,998.00 ct/Programme name: Livelihood support programme, Syria Reference No.: 201541119
Dear S	Sir/Madam,
mention speciment	eference to the Loan/Financing/Project/Programme Agreement for the project/programme oned above, we would like to inform you that any one of the persons whose authenticated nen signatures appear in this letter is authorized to sign withdrawal applications on behalf of the ver/Recipient/Project/Programme Executing Agency
a)	Name: Function: Specimen Signature:
b)	Name: Function: Specimen Signature:
c)	Name: Function: Specimen Signature:
All prev	vious notices (if any) providing signatures of officials authorized to sign applications for awal under this loan/financial contribution are hereby revoked.
passpo	pliance with KfW's identification requirements we hereby enclose readable copies of the ort of each person authorized to sign withdrawal applications in connection with this nancial contribution.
Yours	sincerely,
Signatur	re of the Authorized Representative of the Loan/Financing/Project/Programme Agreement Date

Note: In the event that each application is to be signed by more than one official, the authorization must state this clearly. If authorized signatories are divided into two groups, and joint signature is required, this must also be clearly stated.

MODEL FOR A LETTER REQUESTING EMAILING OF DISBURSEMENT ADVICE

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Note:

¹ Email contains a scanned disbursement advice (PDF file) which will be sent to you automatically on the day of the disbursement

From:	
(Address Authorized Party)	(date)
KfW Bankengruppe TM a Postfach 11 11 41 60046 Frankfurt am Main Federal Republic of Germany	
Re.: TM a – German Financial Coope Loan/Financing/Project/Programme EUR 8,978,998.00 Project/Programme name: Livelihoo KfW-Reference No.: 201541119	Agreement of KfW
Withdrawal Application Disbursement Proces	n Nodure in Tranches
We refer to Article 2 of the above ment disburse an amount of :	tioned Financing Agreement and we hereby request to
Currency/Amount	
EUR	
Beneficiary (name and address of the	company)
	erentaria en
Account no:	IBAN (if applicable)
Bank name:	BIC code:
We hereby confirm that all the Disburse mentioned Financing Agreement have	ement Conditions as stated in Article 6 of the above been fulfilled.
We await your disbursement advices for	or the disbursements made by you.

	(Signature of the Authorized Party)