UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT

A. SUMMARY OF ACTIVITIES

Title: Study on Sexual Har

Study on Sexual Harassment in the Government of Trinidad and

Tobago

Start/End Dates: Activities start date: January 2019

Activities end date: December 2019

Location: Trinidad and Tobago

Contribution Amount: Sixty-Seven Thousand Six Hundred and Fifty Trinidad and

Tobago Dollars (TTD67,650.00)

Contributing Agency: International Labour Organization

Recipient Agency: United Nations Development Programme

Nature of Activities: Prevalence study on Sexual Harassment

Purpose The overall goal of the joint programme between UNDP and

ILO on conducting a study on sexual harassment in the

Government of Trinidad and Tobago is to produce a study which consists of: (i) a presentation of the extent and nature of sexual harassment experienced in Government Ministries of Trinidad and Tobago; and (ii) a set of practical recommendations to reduce the prevalence of sexual harassment and effectively deal

with cases that do arise.

Annexes: Not Applicable

Expected outcome: i) Production of a document highlighting the prevalence and

nature of sexual harassment in Government ministries.

ii) Development of practical recommendations to reduce the prevalence of sexual harassment and effectively deal

with cases that do arise.

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 Sixty-Seven Thousand Six Hundred and Fifty Trinidad and Tobago Dollars (TTD67,650.00) as more fully described below.

Summary of activities and BUDGET	(Year 1)	
Total programmable amount including direct costs	TTD63,224.30	TTD63,224.30
Indirect support costs (GMS at 7%)	TTD4,425.70	TTD4,425.70
Grand total	TTD67,650.00	TTD67,650.00

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.

No later than one (1) month after the end of the activity the United Nations Development Programme (the Recipient Agency) will submit to the International Labour Organization (the Contributing Agency) a narrative report on the activity and use of the grant.

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:

_	Com	bined	De!	livery	Reports

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.

Schedule of payment:

Date

Amount

1st January 2019

Sixty-Seven Thousand Six Hundred and Fifty Trinidad and

Tobago Dollars (TTD67,650.00)

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:

Republic Bank Limited, a/c # 150 285 260 601 (in the name of United

Nations Development Programme)

Currency: Bank Address: Trinidad and Tobago Dollars Independence Square Branch,

#59 Independence Square,

Port of Spain,

Trinidad.

When making such transfers the Contributing Agency will notify the Recipient Agency, United Nations Development Programme (for the Attention of Ms. Isele Robinson-Cooper), by fax (1-868-623-8084) or by e-mail (<u>isele.robinson.cooper@undp.org</u>) 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:

Name of Contributing Agency: International Labour Organization

Address: #6 Stanmore Avenue, Port of Spain, Trinidad and Tobago

Name of the Recipient Agency: United Nations Development Programme

Address: #3A Chancery Lane, Port of Spain, Trinidad and Tobago

H. <u>AMENDMENTS</u>

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

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 International Labour Organization

On behalf of the United Nations Development Programme