

ANNEX I- TEMPLATE CONTRIBUTION AGREEMENT

**CONTRIBUTION AGREEMENT
BETWEEN
THE UNITED NATIONS,
AS REPRESENTED BY [REDACTED] OFFICE
AND
[GOVERNMENT],
AS REPRESENTED BY [REDACTED] AGENCY**

THIS AGREEMENT (“**Agreement**”) is entered by and between the United Nations, an international inter-governmental organization founded by its Member States pursuant to the Charter of the United Nations, signed in San Francisco on 26 June 1945, and having its Headquarters in New York, New York 10017, as represented by [REDACTED] (hereinafter the “**United Nations**”), and [GOVERNMENT], (hereinafter the “**Government**”), with regards to a cash contribution to be donated by the Government to the United Nations for the purpose of [REDACTED] (hereinafter the “**Project**”), as set out in **ANNEX A** of this Agreement. The United Nations and the Government are hereinafter collectively referred to as “**Parties**” and individually, as a “**Party**”.

ARTICLE I – The Contribution

1.1 The Government shall place at the disposal of the United Nations the sum of [\$REDACTED] (hereinafter the “**Contribution**”) to cover the costs of the Project, as set out in **ANNEX B** of this Agreement.

1.2 The Government shall deposit the Contribution, which shall be applied to the institutional and operational costs of the Project, in convertible currencies of unrestricted use, to the following trust fund (the “**Trust Fund**”), in accordance with the schedule of payments specified in **ANNEX C**:

Title of account:	[REDACTED]
Bank name:	[REDACTED]
IBAN:	[REDACTED]
Branch:	[REDACTED]
SWIFT:	[REDACTED]

1.3 The Trust Fund shall be administered by the United Nations in accordance with applicable United Nations regulations, rules, policies and procedures. The Contribution, which shall be deposited in the Trust Fund, shall be held in trust and shall be solely used for the purposes of the Project as set out herein. Accordingly, any personnel that may be engaged, any equipment, supplies or services which may be purchased, and any contracts that may be entered using the Contribution shall be done in accordance with the provisions of such regulations, rules, policies and procedures.

1.4 The Trust Fund shall be charged with:

- (a) expenditures incurred by the United Nations in the performance of the United Nations' activities in-connection with the Project;
- (b) a standard thirteen (13%) of all expenditures from the Trust Fund, which percentage shall be a charge for programme support services provided by the United Nations in the implementation of activities in-connection with the Project, as financed from the Trust Fund; and
- (c) an amount equivalent to one (1) percent of the remuneration or net salary of persons engaged by the United Nations, and whose engagement is financed by the Trust Fund, to provide a reserve for coverage of any claim for service-incurred death, injury or illness, under the applicable United Nations regulations and rules or contracts, which reserve cannot be refunded to the Government.

1.5 The United Nations will not make any commitments above the amounts specified for expenditure in ANNEX B, which shall not be in excess of the Contribution. If unforeseen expenditures arise, the United Nations will submit a supplementary budget to the Government showing the further financing that will be necessary. If no such further financing is available, the activities to be performed by the United Nations under this Agreement and in-connection with the Project may be reduced or, if necessary, terminated by United Nations. In no event will the United Nations assume any liability in excess of the Contribution provided by the Government.

1.6 Nothing in this Agreement shall compel the Government to provide any funds in excess of the Contribution under this Agreement.

1.7 The United Nations shall commence and continue to conduct operations under this Agreement upon the receipt of the Contribution, in accordance with the schedule of payments set out in ANNEX C.

1.8 Any funds that are undisbursed and uncommitted on the completion of the Project or termination shall be held in the Trust Fund pending consultations with the Government.

1.9 All financial accounts and statements shall be expressed in United States dollars.

ARTICLE II - Evaluation, Monitoring, and Review

2.1 The Government and the United Nations shall promptly inform each other about any condition, event, or situation which interferes or threatens to interfere with the successful implementation of the Project.

2.2 The United Nations shall be responsible for the monitoring and regular review of the Project. The cost of monitoring and review shall constitute a direct cost to the Project and will, therefore, be covered by the budget.

2.3 The evaluation of the Project hereunder shall be subject to the provisions of the United Nations' Evaluation Policy as set out in the relevant Financial Regulations and Rules as well as its financial policies and procedures. The costs will be included in the budget and will constitute a direct cost to the Project.

2.4 The United Nations shall forward without undue delay to the Government any review and/or evaluation report pertaining to the Project, or inform the Government that such report is available on the United Nations' website.

2.5 The foregoing provisions regarding evaluation of the Project shall not preclude that the Government may, separately or jointly with other partners, take the initiative to evaluate or review the Project, with a view to determining whether results are being or have been achieved and whether the contribution have been used for its intended purpose. It is understood that evaluations by the Government of the Project as referred to in the preceding sentence are distinct and separate from evaluations of the Project as referred to in Paragraph 3 of this Article, which is subject exclusively to the authority of the independent Evaluation Office of the United Nations. The United Nations shall be informed about such initiatives and may be invited to join. The United Nations shall upon request assist in providing relevant information within the limits of its regulations, rules, policies and procedures. All major costs shall be borne by the Government, unless otherwise agreed. Such evaluations or reviews shall not constitute an audit of the United Nations which shall be subject to Article III of the Agreement.

ARTICLE III - Audit

3.1 The Contribution transferred hereunder shall be subject exclusively to the provisions on external and internal audit provided for in the United Nations Financial Regulations and Rules as well as its financial policies and procedures.

3.2 External audit reports prepared by the United Nations Board of Auditors on the audit of the financial statements of the United Nations are available on its website at:
<http://www.un.org/en/auditors/board/auditors-reports.shtml>.

3.3 Internal audit reports shall be disclosed publicly, in accordance with General Assembly resolution 69/253.

3.4 The Government may reasonably request additional explanations or consultations at any time. Additional explanations shall be provided in a timely manner and, to the extent possible, within 30 days of the request, subject to the United Nations' regulations, rules, policies and procedures.

ARTICLE IV - Reporting

4.1 The Government will be provided with the following annual statements and reports prepared in accordance with the United Nations' accounting and reporting procedures, within ninety (90) days of the end of each financial year of the United Nations:

- (a) An annual substantive progress report;
- (b) An annual financial statement reflecting at aggregate level, the opening cash balance as at 1 January, additional contributions received, total expenditure, programme support and ending fund balance as of 31 December each year;
- (c) An annual mandatory budget revision which reflects actual expenditures as at 31 December for the current and past reporting periods and future budgetary requirements for subsequent years.

(d) A final narrative report and a final budget revision within ninety (90) days following the date of expiration or termination of this Agreement.

4.2 All reports will be provided by [SUBSTANTIVE UN OFFICE], with the exception of an Annual Financial Statement, as referenced in 3.1(b) above, which will be issued by the United Nations Accounts Division.

ARTICLE IV – Property Ownership

4.1 Ownership of the equipment, supplies and other property financed from the Contribution will vest in the United Nations.

4.2 The United Nations shall be entitled to all intellectual property and other proprietary rights with regards to any materials that will be developed using the Contribution.

ARTICLE V – Prohibited Conduct, Misuse of Funds, and Sanctions

5.1 The Parties are firmly committed to take all necessary precautions to avoid and address corrupt, fraudulent, collusive, coercive and obstructive practices.

5.2 With respect to credible allegations of corrupt, fraudulent, collusive, coercive or obstructive practices, the United Nations shall take timely action as it determines to be appropriate. Where such action involves the conduct of an investigation, such investigation will be conducted by the United Nations, in accordance with its regulations, rules, policies and procedures, and the relevant resolutions or decisions of the General Assembly and in a manner consistent with its privileges and immunities. Where such action involves the conduct of an audit, the terms of Article III shall apply.

5.3 The United Nations shall, in accordance with its relevant regulations, rules, administrative issuances, policies and procedures, bring credible allegations of corrupt, fraudulent, collusive, coercive or obstructive practices in relation to the Project, of which it has been informed or has otherwise become aware, and which, following an investigation, promptly to the attention of the Government, provided however that such notification will not, in the opinion of the United Nations, jeopardize any further action by the United Nations regarding such credible allegations or the due process rights of the individuals involved. The United Nations shall, in accordance with its relevant regulations, rules, administrative issuances, policies and procedures, keep the Government informed of the progress and outcome of investigations concerning prohibited conduct, provided that such information does not jeopardize the proper conduct of the investigation or the due process rights of the individuals involved.

5.4 Where an investigation has concluded that misconduct has occurred, the United Nations shall:

- (a) Use reasonable efforts to recover any part of the Contribution, which the United Nations has established on the basis of its investigation as having been lost as a result of prohibited conduct;
- (b) Give proper consideration to referring matters deemed appropriate by the United Nations to the appropriate Member State authorities, in-connection with subparagraph (a) of this Paragraph; and
- (c) Ensure repayment to Government as provided for in, and subject to, the provisions of Paragraph 5.6, below.

5.5 In the event that any part of the Contribution is determined by the United Nations to have been lost due to prohibited conduct, such loss will be dealt with in accordance with the applicable financial regulations, rules, administrative issuances, policies and procedures of the United Nations. Furthermore, in respect of such amount which the United Nations has been able to recover, such amount will be returned to the Project for which the Contribution was intended, and where the Project for which the Contribution was intended has been concluded or terminated, the Parties shall consult to decide whether the amount shall be re-programmed at the Government's instructions or returned to the Government at such bank account as determined by the Government, on a pro rata basis as applicable. In respect of such amount that has not been recovered, the United Nations shall do its utmost efforts to recover such funds.

5.6 The United Nations declares that:

- (a) it is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism;
- (b) it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List of Entities and Individuals established and maintained by the UN Security Council's 1267 Committee (the "Security Council List");
- (c) where applicable, it will include in any subsequent funding arrangements, agreements or contracts using the Governments' funds a clause requiring any party not to use the funding provided hereunder to benefit terrorism; and,
- (d) in the event that a party is not included in the Security Council List, but during the course of the implementation of the Project is deemed by the Government to conduct terrorist activities, it will consult with the Government to determine the appropriate course of action, which may include termination of this Contribution Agreement, for cause.

5.7 The Parties agree to take all necessary precautions to avoid conflicts of interest and corrupt practices. To this end, the United Nations shall maintain standards of conduct that govern the performance of its staff, including the prohibition of conflicts of interest and corrupt practices in-connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the United Nations Financial Regulations and Rules, and the United Nations' procurement procedures.

ARTICLE VI – Implementing Partners

6.1 The selection of any implementing partners in-connection with the Project shall be in accordance with UN rules, policies and procedures. The Government may not play a role in the vetting of such implementing partners.

ARTICLE VII – Property Ownership

7.1 Any dispute between the United Nations and the Government relating to the interpretation and application of the present Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator, or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either

Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

OR

7.1 The Parties shall use their best efforts to discuss and resolve amicably by negotiation in a spirit of cooperation their differences arising from the application of this Agreement.

ARTICLE VIII – Privileges and Immunities

8.1 Nothing in or relating to the provisions of any Article in this Agreement shall be deemed a waiver of the privileges and immunities of the United Nations, including its subsidiary organs.

ARTICLE IX – Publicity

9.1 The United Nations shall provide appropriate acknowledgement of the Government's contribution provided under this Agreement.

9.2 Any further public statement regarding this Agreement or the activities carried out thereunder will be agreed upon by the Parties prior to its publication or dissemination.

9.3 The Government shall not issue any press releases or other public statements including the UN name and emblem without the prior written approval of the United Nations.

ARTICLE X – Notices

10.1 Any notice, action or request required or permitted to be given or made in this Agreement shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable or facsimile to the Party to which it is required to be given or made, at such Party's address specified below or at such other address as the Party shall have specified in writing to the Party giving such notice or making such request:

For the United Nations:

[Name]
[Title]
[UN substantive office]
[Address line 1]
[Address line 2]
[Telephone]
[Fax]
[E-mail]

For [THE GOVERNMENT]:

[Name]
[Title]

[Government Agency]
[Address line 1]
[Address line 2]
[Telephone]
[Fax]
[E-mail]

ARTICLE XI – Amendment, Termination, Entry into Force

11.1 This Agreement may only be amended by written agreement between the duly authorized Representative of Parties, as set out in Article X.

11.2 This Agreement may be terminated by either Party by written notice to the other Party and shall terminate sixty (60) days after receipt of such notice. The obligations assumed by Parties under this Agreement shall survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties hereto and the settlement of contractual liabilities that are required in respect of any subcontractors, consultants or suppliers.

11.3 This Agreement shall become effective on the date on which it has been signed by both parties thereto.

IN WITNESS WHEREOF, this Agreement has been executed by authorized representatives of the Parties on the date(s) set forth below.

***For* THE UNITED NATIONS**

***For* [THE GOVERNMENT]**

Name:

Name: _____

Title:

Title: _____

Date _____

Date: _____

Signature: _____

Signature: _____

ANNEX A – PROJECT DOCUMENT

ANNEX B – EXPENDITURES

ANNEX C – SCHEDULE OF PAYMENTS

