

UN TO UN TRANSFER AGREEMENT**A. SUMMARY OF ACTIVITIES**

Title:	“Markets for Change Program Phase II (the “ <u>Activities</u> ”)
Start/End Dates:	Activities start date: 19 December 2022 Activities end date: 30 June 2026
Location:	Fiji
Contribution Amount:	USD 1,044,858.1 (the “ <u>Contribution</u> ”)
Contributing UN Entity:	United Nations Entity for Gender Equality and the Empowerment of Women (<u>UN Women</u>)
Recipient UN Entity:	UNDP CONTRIBUTIONS ACCOUNT
Purpose:	UNDP will be entrusted with a part of the project budget to spend on behalf of UNW & deliver projects results for Outcome 2 & will be responsible and accountable for the capacity-building and partnerships required to deliver the results of Outcome 2.
Annexes:	• Partner Project Document

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.

Expected outcome:	Actions that improve governance and social and economic security will facilitate market vendors to achieve economic, social and financial advancement, with specific outcomes related to improved gender-equality and the advancement of women.
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The Recipient UN Entity will be fully responsible for administering the Contribution in accordance with its financial regulations, rules, policies and procedures, and administrative instructions, and for undertaking the Activities efficiently and effectively

B. BUDGET

The total budget for the Activities is attached here to as Annex 1 (1,044,858.1).

Summary of activities and BUDGET	2022	2023	2024	2025	Total (all years)
Total programmable amount, including direct costs	416,585.70	208,292.85	208,292.85	134,289.80	967,461.20
Total programmable amount, including direct costs	416,585.70	208,292.85	208,292.85	134,289.80	967,461.20
Indirect support costs	33,326.86	16,663.43	16,663.43	10,743.18	77,396.90




Grand total	449,912.56	224,956.28	224,956.28	145,032.98	1,044,858.10
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The Contributing UN Entity will not be responsible for any financial commitment or expenditure made by the Recipient UN Entity that exceeds the budget for the Activities. The Recipient UN Entity will promptly advise the Contributing UN Entity any time when the Recipient UN Entity 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 UN Entity will have no obligation to provide the Recipient UN Entity with any funds or to make any reimbursement for expenses incurred in excess of the Budget as set forth herein.

C. COSTS RECOVERY

The Recipient UN Entity'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 UN Entity will provide the Contributing UN Entity with a narrative report on the progress of the Activities on a regular basis, as set out below.

1. A Narrative progress report by 19 March 2023
2. A Narrative progress report by 19 June 2023
3. A Narrative progress report by 19 September 2023
4. A Narrative progress report by 19 December 2023
5. A Narrative progress report by 19 March 2024
6. A Narrative progress report by 19 June 2024
7. A Narrative progress report by 19 September 2024
8. A Narrative progress report by 19 December 2024
9. A Narrative progress report by 19 March 2025
10. A Narrative progress report by 19 June 2025
11. A Narrative progress report by 09 October 2025
12. A Narrative progress report by 19 December 2025
13. Final Narrative progress report by 19 March 2026

Financial Reporting:

The Recipient UN Entity will provide the Contributing UN Entity with the following financial reports, prepared in accordance with the Recipient UN Entity's financial regulations, rules, policies, procedures, and administrative instructions:

1. Provisional financial report by 19 March 2023
2. Provisional financial report by 19 June 2023
3. Provisional financial report by 19 September 2023
4. Provisional financial report by 19 December 2023
5. Provisional financial report by 19 March 2024
6. Provisional financial report by 19 June 2024
7. Provisional financial report by 19 September 2024
8. Provisional financial report by 19 December 2024
9. Provisional financial report by 19 March 2025
10. Provisional financial report by 19 June 2025
11. Provisional financial report by 09 October 2025
12. Provisional financial report by 19 December 2025

13. Final financial report by 19 March 2026

E. CONTRIBUTIONS

The Contribution paid by the Contributing UN Entity shall match the Budget and will be paid in instalments according to the following schedule.

Schedule of payment:

19 December 2022	USD 224,956.28
19 March 2023	USD 224,956.28
19 June 2023	USD 0
19 September 2023	USD 0
19 December 2023	USD 224,956.28
19 March 2024	USD 0
19 June 2024	USD 0
19 September 2024	USD 0
19 December 2024	USD 224,956.28
19 March 2025	USD 0
19 June 2025	USD 0
19 September 2025	USD 0
19 December 2025	USD 145,032.98

The Contributing UN Entity acknowledges that the Recipient UN Entity will not pre-finance the 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 UN Entity with immediate effect.

The Contribution will be paid into the following account:

Account Details : UNDP Contributions Account, # 36349562 | ABA/ACH Routing Number: 021000089 | SWIFT: CITIUS33
Currency: US Dollar
Bank Address: Citibank, N.A. | 111 Wall Street | New York, NY 10043
Banking details:

When making such transfers the Contributing UN Entity will notify the Recipient UN Entity, UNDP CONTRIBUTIONS ACCOUNT (for the Attention Levan Bouadze), by fax () or by e-mail (levan.bouade@undp.org) of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from the Contributing UN Entity pursuant to this Agreement.

F. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights over materials which were developed by the Recipient UN Entity as a result of the Activities, will jointly vest in the Recipient UN Entity and the Contributing UN Entity.

G. CORRESPONDENCE

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

 

UN Women

Address: UN Women Fiji MCO, Level 3 Kadavu House, Suva, Fiji.

UNDP CONTRIBUTIONS ACCOUNT

Address: UNDP Pacific Office in Fiji, Level 8, Kadavu House, 414 Victoria Parade, Suva, Fiji

H. AMENDMENTS

The present Agreement, including its Annex(es), may be modified or amended only by written agreement between the two UN Entities.

I. COMPLETION OF THE ACTIVITIES

The Recipient UN Entity will notify the Contributing UN Entity when all Activities have been completed.

The Recipient UN Entity 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. EXPIRY AND TERMINATION OF THIS AGREEMENT

This Agreement will expire 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 UN Entity 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 UN Entities 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 expiry or 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 UN Entity, unless otherwise agreed in writing by the two UN Entities.

L. INTEREST

Unless otherwise agreed by the UN Entities based on requirements of the Funding Source as applicable, any interest accrued on the Contribution shall be treated according to the Recipient UN Entity's policies and procedures.

M. DATA PROTECTION

The UN Entities will ensure an appropriate protection of personal data in accordance with their respective regulations, rules, policies, and procedures with due regard to the Personal Data Protection and Privacy Principles. The UN Entities acknowledge and agree that "personal data" is defined as information relating to an identified or identifiable natural

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person (data subject) that is processed by, or on behalf of, the respective UN Entities concerned.

N. SETTLEMENT OF DISPUTES

The UN Entities 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 UN Entity has notified the other UN Entity 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 UN Entities, failing which the matter shall be referred to the Secretary-General for resolution.

O. ENTRY INTO FORCE AND VALIDITY

This Agreement will enter into force upon its signature by the authorized representatives of the UN Entities and remain in force until it expires or is terminated in accordance with Section J above.

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

Signed: 

Date: Shoko Ishikawa
Officer in Charge
Policy, Programme & Intergovernmental Division
21 December 2022

On behalf of the UN Women

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Signed: Dawn Del Rio
Resident Representative, UNDP Pacific

Date: 28.02.2023

On behalf of the UNDP CONTRIBUTIONS ACCOUNT

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