

**FINANCING AGREEMENT BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)  
AND COWATERSOGEA INTERNATIONAL INC., (THE DONOR)  
Agreement Reference Number: 1240-ACCESS-PPA-012-02**

WHEREAS the Donor hereby agrees to contribute funds to UNDP on a cost-sharing basis (hereinafter referred to as “the Contribution”) to UNDP for the implementation of the Project “*Project to Promote Disability Inclusion*” (hereinafter referred to as “the Project”), as described in the Project document, in Cambodia, and submitted to the Donor for information.

WHEREAS UNDP is prepared to receive and administer the contribution for the implementation of the Project,

WHEREAS the Government of Cambodia has been duly informed of the contribution of the Donor to the Project,

WHEREAS UNDP shall be the Implementing Partner for the implementation of the Project.

NOW THEREFORE, UNDP and the Donor hereby agree as follows:

**Article I. The Contribution**

1. (a) The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of (AUD 200,000) after a tranche request is received (Tranche request form is attached in Annex III). The Contribution shall be deposited in the following bank account:

Bank Name: Reserve Bank of Australia  
Branch: BSB No.092-002  
Swift Code: RSBKAU2S  
Account Name: UNDP Contributions Account  
Account Number: 816601

<u>Schedule of payments</u>	<u>Amount</u>
Within 7 days of signing agreement	AUD 200,000.00

(b) The Donor will inform UNDP when the Contribution is paid via an e-mail message with remittance information to [contributions@undp.org](mailto:contributions@undp.org), providing the following information: donor’s name, UNDP country office, [Project no. and title], donor reference (if available). This information should also be included in the bank remittance advice when funds are remitted to UNDP.

2. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended to be consistent with the progress of the Project delivery.
3. UNDP shall receive and administer the payment in accordance with the regulations, rules, policies and procedures of UNDP.
4. All financial accounts and statements shall be expressed in United States dollars.

### **Article II. Utilization of the Contribution**

1. The implementation of the responsibilities of UNDP and of the Implementing Partner pursuant to this Agreement and the Project document shall be dependent on receipt by UNDP of the contribution in accordance with the schedule of payment as set out in Article I, Paragraph 1, above.
2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP shall submit to the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary. The Donor shall use its best endeavours to obtain the additional funds required. UNDP shall not absorb any loss (including but not limited to exchange fluctuations) under the Project. All losses (including but not limited to losses as result of currency exchange fluctuations) shall be charged to the Project.
3. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with Paragraph 2 above is not forthcoming from the Donor or other sources, the assistance to be provided to the Project under this Agreement may be reduced, suspended or terminated by UNDP.

### **Article III. Administration and Reporting**

1. Project management and expenditures shall be governed by the regulations, rules, policies and procedures of UNDP.
2. UNDP shall provide to the Donor the following reports in accordance with UNDP accounting and reporting procedures.
  - (a) a semi-annual project financial report by the 31<sup>st</sup> of the month following the report period end by using a template for financial acquittal report provided in Annex II.

#### Reporting Dates

<b>Reporting Title</b>	<b>Due Date</b>
1 <sup>st</sup> Narrative Progress Report(Jan 2022- March 2022)	25 April 2022
2 <sup>nd</sup> Narrative Progress Report (April 2022 – June 2022)	25 July 2022
1 <sup>st</sup> Semi-Annual Financial Report (Jan 2022 – June 2022)	31 July 2022
3 <sup>rd</sup> Narrative Progress Report (July 2022- Sept 2022)	25 October 2022
4 <sup>th</sup> Narrative Progress Report (Oct 2022 – Dec 2022)	25 January 2023

2 <sup>nd</sup> Semi-Annual Financial Report (July 2022 – Dec 2022)	31 January 2023
5 <sup>th</sup> Narrative Progress Report (Jan 2023 – March 2023)	25 April 2023
Completion Narrative Report (Jan 2022 – March 2023)	20 May 2023
Completion Financial report (Jan 2022 – March 2023)	30 June 2023

#### **Article IV: Tranche Expenditure**

Tranche expenditure will be accounted for by UNDP using UN Operational Rates of Exchange (UNORE)<sup>1</sup>the exchange rate policy and reporting procedures of the organization based on weighted exchange rate.

#### **Article V. General Management Support services**

1. In accordance with the decisions, policies and procedures of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the Contribution shall be charged a fee of at least 8%. Furthermore, as long as they are unequivocally linked to the Project, all direct costs of implementation, including the costs of Implementing Partner, will be identified in the Project budget against a relevant budget line and borne by the Project accordingly.

2. The aggregate of the amounts budgeted for the Project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the Project under this Agreement as well as funds which may be available to the Project for Project costs and for support costs under other sources of financing.

#### **Article VI. Evaluation**

All UNDP Programmes and Projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of Cambodia in consultation with other stakeholders will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating a Project including an evaluation of its Contribution to an outcome which is listed in the Evaluation Plan. UNDP shall commission the evaluation, and the evaluation exercise shall be carried out by external independent evaluators.

#### **Article VII. Auditing**

The Contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of UNDP. Should the annual Audit Report of the UN Board of Auditors to its governing body contain observations relevant to the Contribution, such information shall be made available to the Donor by the country office.

#### **Article VIII. Fraud and Anti-Corruption Measures**

The Parties agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, UNDP shall maintain standards of conduct to govern the performance of its staff, including of corrupt practices

<sup>1</sup> UN Treasury website <https://treasury.un.org/operationalrates/>.

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 UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.

**Article IX. Sexual Exploitation and/or Sexual Abuse, and/or Sexual Harassment and Child Exploitation**

UNDP has zero tolerance for and are firmly committed to take all necessary measures to prevent and address instances of sexual exploitation and sexual abuse in programming activities, and sexual harassment and child exploitation. UNDP recognizes that it is important that all UNDP staff, individual contractors, implementing partners, vendors and any third parties which are involved either in joint activities or in those of UNDP (such individuals and entities being hereinafter referred to, together as the “Individuals/Entities”, and individually as the “Individual/Entity”) will adhere to the highest standards of integrity and conduct as defined by UNDP. The Individuals/Entities will not engage in sexual exploitation, sexual abuse and sexual harassment and child exploitation. Investigations of allegations of sexual exploitation and/or sexual abuse and child exploitation arising in the Project will be carried out by UNDP in accordance with its rules, regulations, policies and procedures.

**Article X. Anti-Terrorism Measures**

Consistent with numerous United Security Council resolutions, including S/RES/1269 (1999), S/RES 1368 (2001), and S/RES/1373 (2001), both the Donor and UNDP are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of UNDP to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, UNDP undertakes to use reasonable efforts to ensure that none of the Donor funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

**Article XI. Advertisement of the contribution**

1. The Donor shall not use the UNDP name or emblem, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of UNDP in each case. In no event will authorization be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of its products or services.
2. The Donor acknowledges that it is familiar with UNDP’s ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.
3. The Donor may make representations to its shareholders and internal budget officials as required about the fact of the contribution to UNDP. Any other use of the UNDP name or emblem, and any other form of recognition or acknowledgement of the contribution of the Donor are subject to consultations between the Parties, and the prior written agreement of UNDP.
4. UNDP will report on the contribution to its Executive Board in accordance with its regular procedures regarding contributions from private donors. Other forms of recognition and acknowledgement of the contribution

are subject to consultations between the Parties, but the manner of such recognition and acknowledgement shall be determined at the sole discretion of UNDP.

### **Article XII. Completion of the Agreement**

1. UNDP shall notify the Donor when all activities relating to the Project have been completed in accordance with the Prodoc.
2. Notwithstanding the completion of the Project, UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Project have been satisfied and Project activities brought to an orderly conclusion.
3. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNDP shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.

### **Article XIII. Termination of the Agreement**

1. This Agreement may be terminated by UNDP or by the Donor after consultations between the Donor, UNDP and the programme country Government, and provided that the funds from the Contribution already received are, together with other funds available to the Project, sufficient to meet all commitments and liabilities incurred in the implementation of the Project. This Agreement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate this Agreement.
2. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of all or the part of the Project have been satisfied and Project activities brought to an orderly conclusion.

### **Article XIV: Notice**

Any notice or correspondence between UNDP and the Donor will be addressed as follows:

- (a) To the Donor: Sasha CIGLJAREVIC, ACCESS Deputy Team Leader

Address: ACCESS Program, ANINA Building, 3<sup>rd</sup> Floor, N. 240 Street 271, Phnom Penh, Cambodia

- (b) Upon receipt of funds, UNDP shall send an electronic receipt to the Donor email address provided below as confirmation that the remitted funds have been received by UNDP.

Donor email address: [kanelle.he@accesscambodia.org](mailto:kanelle.he@accesscambodia.org)  
Attention: Kanelle Heang, Grants Manager, ACCESS Program

- (c) To UNDP: Ms. Alissar Chaker, Resident Representative

Address: UNDP, No.53, Pasteur Street, Boeung Keng Kang, P.O.Box 877, Phnom Penh, Cambodia.

**Article XV. Amendment of the Agreement**

This Agreement may be amended through an exchange of letters between the Donor and UNDP. The letters exchanged to this effect shall become an integral part of this Agreement.

**Article XVI. Settlement of Disputes**

1. The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with UNCITRAL Conciliation Rules then obtaining, or according to such procedure as may be agreed between the parties.

2. Any dispute, controversy or claim between the Parties arising out of or relating to this agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within (60) sixty days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. 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.

**Article XVII. Privileges and Immunities**

Nothing in this agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.

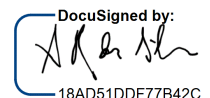
**Article XVIII. Entry into Force**

This Agreement shall enter into force upon the signature of this Agreement by the parties hereto, on the date of the last signature and shall expire on 31 March 2023.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.



For the Donor: CowaterSogema International  
Inc. (Name) Adrienne Jack  
(Title) Project Director/Contract Representative  
(Date) 24 December 2021



DocuSigned by:  
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For the United Nations Development Programme  
Sonali Dayaratne  
Title: officer In Charge  
(Date) 27-Dec-2021

## Annex I: Template for Financial Acquittal Report

- UNDP shall submit to the donor the Semi-Annual project financial report (as required in Article III) in Australian dollar (AUD), as signed by Project Coordinator – Disability Inclusion, and according to ACCESS’s Financial reporting template (attached here).
- UNDP shall submit to the donor the interim financial report for the whole project period (January 2022 – March 2023) by 20<sup>th</sup> of the month following the report end by using a template for completion financial template.

1. Semi-Annual Financial Report Template  1.ACCESS\_Quarterly Reporting Template\_F

2. Completion Financial Report Template  3.Completion Financial Reporting Te

## Annex II: Documents

- *Narrative Proposal*



1\_UNDP\_Narrative\_proposal\_21 12 2021.d

- *MEL*



Annex 1 and 2\_MEL\_UNDP 21 12 2

- *Budget Proposals*



Annex\_3\_Budget\_Template\_UNDP\_ACCES

## Annex III: Tranche Request Form



Schedule 6-Tranche Request-Stage II.xlsx

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**ANNEX – COORDINATION LEVY**  
**UNITED NATIONS GENERAL ASSEMBLY RESOLUTION A/RES/72/279**

The present Annex is an integral part of the Agreement the Cowatersogema International Inc., and United Nations Development Program (UNDP), Agreement Reference Number: 1240-ACCESS-PPA-012-02.

Pursuant to paragraph 10(a) of United Nations General Assembly Resolution A/RES/72/279 (31 May 2018), the Donor agrees that an amount corresponding to 1% of the total contribution to UNDP shall be paid to finance the United Nations Resident Coordinator System. This amount, hereinafter referred to as the “coordination levy” will be held in trust by UNDP until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund, which has been established to finance the United Nations Resident Coordinator System and is managed by the United Nations Secretariat.

The Donor acknowledges and agrees that once the coordination levy has been transferred by UNDP to the United Nations Secretariat, UNDP is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies entirely with the United Nations Secretariat as the manager of the Resident Coordination System.

The Donor acknowledges and agrees the coordination levy does not form part of UNDP’s cost recovery and is additional to the costs of UNDP to implement the activity or activities covered by the contribution. Accordingly, there is no obligation for UNDP to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by UNDP. As deemed necessary by the donor, however, especially where the scale of the resources concerned or reputational risk justify the refund transaction costs, the donor can submit a request for refund to the United Nations Secretariat directly.

UNDP will not administer the coordination levy. UNDP will not report on the use of the coordination levy. UNDP does not have any liability on the use of the coordination levy by the United Nations Secretariat. Clarifications on the administration, reporting and/or use of the coordination levy by the United Nations Secretariat shall be discussed by the Donor and the United Nations Secretariat on bilateral basis.

A Contribution of AUD 200,000.00 is made under the Agreement. In addition to the Contribution amount, the Donor is paying a coordination levy amount of AUD 1,980.00. This coordination levy amount will be transferred to UNDP at the bank account indicated in the Agreement immediately after its signature.

