



EIF-TIER2-TUV-001

AGREEMENT BETWEEN
THE UNITED NATIONS OFFICE FOR PROJECT SERVICES
AND THE
UNITED NATIONS DEVELOPMENT PROGRAMME
FOR THE
TUVALU TRADE AND INTEGRATED PRIVATE SECTOR DEVELOPMENT PROJECT
TIER 2
FUNDED UNDER EIF PHASE 2

This Agreement is between the United Nations Office for Project Services (hereinafter referred to as “UNOPS”) and the United Nations Development Programme (hereinafter referred to as “UNDP”) for the **Trade and Integrated Private Sector Development Project in Tuvalu** (hereinafter referred to as the “Project”). This Project will be funded by the Enhanced Integrated Framework for Trade-related Technical Assistance to Least Developed Countries (hereinafter referred to as “EIF”) through its Trust Fund (hereinafter referred to as “EIF TF”).

The EIF is a joint initiative of the World Bank (WB), International Monetary Fund (IMF), World Trade Organization (WTO), United Nations Conference on Trade and Development (UNCTAD), International Trade Centre (ITC) and United Nations Development Programme (UNDP) –the Core EIF Agencies-, the Least Developed Countries (LDCs) and all donors to the EIF Trust Fund, which is aimed at mainstreaming trade into the LDCs’ National Development Plans and Poverty Reduction Strategy Papers (PRSPs) and assisting in the coordinated delivery of trade-related technical assistance in response to needs identified by LDCs, building upon the principles of country ownership, accountability and partnership stated in the Paris Declaration on Aid Effectiveness. UNOPS is the Trust Fund Manager of the EIF Trust Fund (hereinafter referred to as “EIF TFM”).

Following the approval by the EIF Board on 03 September 2020 of the Project, the EIF TFM will provide the sum of One Million Five Hundred Thousand US dollars (US\$ 1,500,000) (hereinafter the “Funds”) to UNDP to finance the Project, **Tuvalu Trade and Integrated Private Sector Development Project (Tuvalu TIPS Project)**, [UNDP Award number 00127911 and UNDP Project Number 00121874] as annexed to this agreement, which forms part of UNDP Fiji Country Office work programme. The Project will be governed in all respects by the present Agreement (hereinafter “Agreement”) and the Joint Partnership Letter (JPL) signed by UNOPS and UNDP on 12 July 2010, which shall both form an integral part of this Agreement.

1. The EIF TFM shall, as per the annexed project document and in accordance with the schedule of payments set out below, disburse to UNDP the amount of US\$ 1,500,000. The Funds shall be deposited as below:

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<u>Schedule of payments</u>	<u>Amount</u>
- Upon signature of this Agreement	US\$ 465,000
- Second Installment upon submission of the relevant funds flow forecast and draft Tuvalu National Tourism Policy	US\$ 660,000
- Third Installment upon submission of the relevant funds flow forecast and draft Tuvalu National Trade & Development Strategy	US\$ 375,000

UNDP BANK DETAILS AND ACCOUNT NUMBER:

UNDP Contributions Account, *Account #36349562*

Citibank, N.Q

111 Wall Street, New York, NY 10043, USA

ABA/ACH Routing Number: 021000089

SWIFT:CITIUS33

The above schedule of payments takes into account the requirement that the payments shall be made in advance of the execution/implementation of planned activities. It may be amended to be consistent with the progress of Project delivery upon written consultation with the EIF TFM.

2. If the payments referred to above are not received in accordance with the payment schedule, the assistance to be provided to the Project under this Agreement may be reduced, suspended or terminated by UNDP. However, before taking any such actions, UNDP will allow for a one month period following the scheduled disbursement schedule, and shall consult with the EIF TFM.

3. The EIF TFM will inform UNDP when the contribution is paid via an e-mail message with remittance information to contributions@undp.org.

4. UNDP shall set up a cash-controlled fund code in Atlas to receive and utilize the Funds.

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5. UNDP shall acknowledge receipt of each transfer of funds by sending a letter of acknowledgement to the EIF TFM, together with a confirmation of the amount received, within thirty (30) working days from the deposit of such funds in its dedicated account.
6. All financial accounts and statements shall be expressed in United States dollars.
7. UNDP shall receive and administer the Funds in accordance with its regulations, rules, policies and procedures.
8. The Funds shall contribute to the implementation of output(s) and/or activities(s) as described in the Project document as approved by the EIF Board, in the Annex attached hereto.
9. It is expected that the Project will be completed within a duration of three (3) years upon signature of this Agreement, as stated in the Project document.
10. In accordance with the decisions and directives of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Funds 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 equal to 8% (eight percent). Furthermore, as long as they are unequivocally linked to the specific Project(s), all direct costs of implementation, including the costs of the executing entity or implementing partner, will be identified in the Project budget against a relevant budget line and borne by the Project accordingly, as per the EIF Board-approved budget.
11. The aggregate of the amounts budgeted for the Project, including the estimated costs 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. If there is a need to exceed the budgeted amount, UNDP shall submit a supplementary budget request to the EIF Board, with a copy to the EIF TFM. Simple budget revisions which do not require an increase in the budget and which do not reallocate more than 20% (twenty percent) between budgetary components can be approved by UNDP after consultation with the national counterpart. A copy of the approved budget revision must be provided to the EIF TFM within one (1) month.
12. In the event of any changes in the Project, UNDP and the EIF TFM, in consultation with the EIF Executive Secretariat and upon approval by the EIF Board as needed, may agree to changes to the scope, content, timing and changes to the amount of the Funds in writing. Decisions on any such changes shall be documented by a revision of the Annex to this Agreement, duly signed and dated by the representatives of the EIF TFM and UNDP.



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13. The offices responsible for coordination of all matters related to carrying out this Agreement are:

For UNDP [the UNDP Country Office Contact]:

Name: Levan Bouadze

Title: UNDP Resident Representative

Address: UNDP Pacific Office in Fiji, Level 7 & 8 Kadavu House, 414 Victoria Parade, Suva, FIJI

Phone: +679 331 2500

Email: levan.bouadze@undp.org

For UNDP (the UNDP Geneva Trade and Human Development Unit (GTHDU) Contact):

Luisa Bernal

Policy Specialist, Trade and Sustainable Development

UNDP

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Tel: +41-22-917-82 02

Fax: +41-22-917-80-01

E-mail address: luisa.bernal@undp.org

For the EIF TFM, UNOPS (UNOPS Contact):

Chakib BELHASSAN

Executive Officer, EIF TFM

UNOPS

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1219 Châtelaine, Geneva, Switzerland

Tel : +41-22-917-8402

Fax : +41-22-917-8062

E-mail address: chakibb@unops.org

14. UNDP shall be responsible for the implementation of the Project and shall deliver, through the Geneva Trade and Human Development Unit (GTHDU), to the EIF TFM consolidated narrative and financial reports in accordance with its standard reporting policies and procedures, as specified below and as agreed upon in the UNDP UNOPS JPL.

(a) From the country office (or relevant unit at headquarters in the case of regional and global projects), submitted to the GTHDU for circulation to the EIF TFM, a semi-annual status report of Project progress for the duration of the Agreement as of 30 June for the period 1 January to 30 June, and 31 December for the period 1 July to 31 December, as well as the latest available approved budget, due within two (2) months of the end of the reporting period.



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(b) From UNDP Bureau of Management/Office of Finance and Administration, submitted to the GTHDU for circulation to the EIF TFM, (i) an annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year, as well as (ii) a semi-annual uncertified financial statement as of 30 June to be submitted by 31 December of every year to be provided by the Bureau for Development Policy.

(c) From the country office (or relevant unit at headquarters in the case of regional and global projects), submitted to the GTHDU for circulation to the EIF TFM, within four (4) months after the date of completion or termination of the Agreement, a final report summarizing Project activities and impact of activities as well as provisional financial data.

(d) From UNDP Bureau of Management/Office of Finance and Administration, submitted to the GTHDU for circulation to the EIF TFM, on completion of the Project, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the project.

15. The Project will be monitored and evaluated in accordance with the UNDP Monitoring and Evaluation Policy which is compatible with the EIF Monitoring and Evaluation Framework, and EIF M&E models will be used whenever possible within the UNDP framework. UNDP and the Government of Tanzania 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. The EIF Board and/or Executive Secretariat may also appoint an independent evaluation team as part of its own evaluation framework at the programmatic level, and will work with UNDP to obtain any relevant information, if needed.

16. Ownership of equipment, supplies and other properties financed from the contribution shall vest in UNDP. Unless otherwise specified in the project document, ownership of equipment shall be transferred to the local authorities of the Government or the final recipient of the project, in accordance with the relevant policies and procedures of UNDP. Any intellectual property and other propriety rights accrued throughout the course of the implementation of the Agreement shall be the property of UNDP, with a perpetual, royalty-free, non-exclusive and non-transferable license for the EIF, as hosted by the World Trade Organization, and the Beneficiary government.

17. The Funds 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 biennial Audit Report of the Board of Auditors of UNDP to its governing body contain observations relevant to the contributions, such information shall be made available to the EIF TFM.



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18. UNDP shall acknowledge the EIF's Funds in any reference made by UNDP with respect to the Funds in publications, speeches, press releases or other similar materials, in accordance with its visibility policies and provided that such actions do not jeopardize the United Nations privileges and immunities provided under the 1946 Convention on the Privileges and Immunities of the United Nations and the safety and security of United Nations staff.

19. UNDP shall be responsible for the adequacy and quality of the implementation of the Project, and payment will not be withheld due to any assessment by the EIF TFM on the adequacy or quality of the implementation Project before consultations have been undertaken between the EIF TFM and UNDP. However, the EIF TFM reserves the right to discontinue future disbursements if reporting obligations are not met as set forth in the present Agreement, or if there are substantial deviations from agreed workplans and budgets that have not been approved by the EIF Board. Before taking any such actions, the TFM will allow for a period of six weeks following the reporting schedule, and shall consult with UNDP.

20. UNDP shall notify the EIF TFM when all activities relating to the project have been completed. Notwithstanding the completion of the project, UNDP shall continue to hold unutilized payments until all commitments and liabilities incurred in the implementation of the project have been satisfied and project activities brought to an orderly conclusion. If the unutilized payments prove insufficient to meet such commitments and liabilities, UNDP shall notify the EIF TFM and consult with the EIF TFM on the manner in which such commitments and liabilities may be satisfied. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be returned to the EIF Trust Fund or, following consultations and in agreement with the EIF TFM, disposed of accordingly by UNDP.

21. After consultations have taken place between the EIF TFM, UNDP and the programme country Government, and provided that the payments 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 may be terminated by UNDP or by the TFM. The 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 the Agreement. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold unutilized payments until all commitments and liabilities incurred in the execution/implementation of all or the part of the project, for which this Agreement has been terminated, have been satisfied and project activities brought to an orderly conclusion. This should be no later than 18 (eighteen) months after the completion of the Project. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be disposed of by UNDP in consultation with the EIF TFM.

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22. Nothing in or related to this Agreement is intended to be or should be construed as a waiver of the privileges and immunities of UNDP or its officers and employees, or UNOPS, the EIF TFM, or its officers and employees.

23. The EIF TFM and UNDP shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to this Agreement.

24. This Agreement may be amended only by written agreement between UNDP and the EIF TFM.

25. The Parties, UNDP and UNOPS, on behalf of the EIF TFM, by signing and dating two (2) copies of this Agreement, confirm their agreement with the foregoing. The Agreement will become effective upon its signature by both Parties.

For the **UNITED NATIONS DEVELOPMENT PROGRAMME**

Name: Levan Bouadze

Title: UNDP Resident Representative

Date: 03-Nov-2020

For the **UNITED NATIONS OFFICE FOR PROJECT SERVICES**

Name: Moin Karim

Title: Regional Director for Europe and Central Asia

Date: Nov-12-2020

ANNEX I: Project Proposal [as approved by the EIF Board]

ANNEX II: EIF Board Approval Letter

ANNEX III: Project Closure Checklist



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**AGREEMENT BETWEEN THE UNITED NATIONS OFFICE FOR PROJECT SERVICES
AND THE UNITED NATIONS DEVELOPMENT PROGRAMME TRADE AND INTEGRATED PRIVATE
SECTOR DEVELOPMENT PROJECT (TUVALU-TIPS PROJECT) TIER 2 PROJECT FUNDED UNDER
EIF PHASE 2**

Annex I :Project Proposal [as approved by the EIF Board]

44 Pages (including cover page)

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