THIRD-PARTY COST-SHARING AGREEMENT
BETWEEN THE GOVERNMENT OF SWITZERLAND, REPRESENTED BY THE FEDERAL DEPARTMENT OF FOREIGN AFFAIRS (FDFA) ACTING TROUGH THE SWISS AGENCY FOR DEVELOPMENT AND COOPERATION (SDC) (DONOR) AND
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)

WHEREAS the Donor hereby agrees to contribute funds to UNDP on a cost-sharing basis (hereinafter referred to as "the Contribution") for the implementation of Project (hereinafter referred to as "the Programme/ Project"), as described in the Project document "**Relance économique et réduction de la pauvreté en réponse aux effets de la Covid-19 dans les territoires de Uvira - Walungu - Idjwi - Kalehe – Kabare**", in **UNDP Country programme document for the Democratic Republic of the Congo(2020-2024)**, and submitted to the Donor for information. Donor's reference : **DDC/SUISSE NUMERO 7F10545.01-PNUD/2021-2024**

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

WHEREAS the Government of Democratic Republic of the Congo has been duly informed of the Contribution of the Donor to the Project,

WHEREAS UNDP shall designate an Implementing Partner for the implementation of the Project (hereinafter referred to as the "Implementing Partner"),

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 maximum amount of (**2'000'000.00 USD**). The Contribution shall be deposited in the [bank and bank account][1],

Title of Account:	**UNDP Contribution (USD) Account**
Bank name and address:	**UBS S.A. (SWITZERLAND)** **P.O Box 2600** **1211 Geneva 2** **Geneva, SWITZERLAND**
Account No.:	**240CO2400361**
IBAN:	**CH6100240240C02400361**
SWIFT Address:	**UBSWCHZH12A**
Bank Code	**00003**
Account Code:	**1004**

[1] Please note that the currency of the bank account should be the same as the currency of the contribution.

Schedule of payments[2] Amount

For agreements of one year or less :

- a first payment (undetermined %) made following signature.
- a second payment (undetermined %) upon receipt and approval of the brief operational and financial report
- (optional) a final payment upon receipt of a report indicating that 80% of the two previous payments has been utilized

For agreements of more than one year:

- a first payment (undetermined %) made following signature: **600' 000.00 USD**
- next payments (undetermined %) upon receipt of a report indicating that 80% of the previous payment has been utilized: **420'000.00 USD**

and/or

- next payments (undetermined %) at specific dates (MM/DD/YYYY):

01.15.2023	**760'000.00 USD**
01.15.2024	**220'000.00 USD**

(b) The Donor will inform UNDP when the Contribution is paid via an e-mail message with remittance information to 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.

N. B. [The following paragraph should be included only in the event that the contribution is not in US dollars, otherwise, please delete this provision]

2. The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UNDP of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UNDP shall inform the Donor with a view to determining whether any further financing could be provided by the Donor. Should such further financing not be available, the assistance to be provided to the [Programme/Project] may be reduced, suspended or terminated by UNDP.

3. 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 [Programme/Project] delivery.

4. UNDP shall receive and administer the payment in accordance with the rules, regulations, policies and procedures of UNDP.

[2] It is recommended that country offices negotiate the number of installments to ensure at least six months' anticipated disbursements are funded with each installment. This will make processing of contributions and reporting more efficient for the country offices.

5. 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. UNDP shall not start the implementation of the activities prior to receiving the Contribution or the first tranche of the Contribution (whichever is applicable).

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 approve to UNDP the additional funds required.

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 [Programme/Project] under this Agreement may be, if necessary, reduced, suspended or terminated by UNDP.

4. Any interest revenue attributable to the Contribution shall be credited to UNDP Account, and shall be utilized in accordance with established UNDP procedures.

Article III. Administration and reporting

1. [Programme/Project] management and expenditures shall be governed by the rules, regulations, policies and procedures of UNDP and, where applicable, the rules, regulations, policies and procedures of the Implementing Partner.

2. UNDP shall provide to the Donor the following reports in accordance with UNDP accounting and reporting procedures.

[2.1[3] **For agreements of one year or less please add the following clauses**]

(a) From the country office after six months of implementation, a brief operational and financial report displaying the status of the project.

(b) From the country office (or relevant unit at headquarters in the case of regional and global projects) within six months after the date of completion or termination of this Agreement, a final report summarizing [Programme/Project] activities and impact of activities as well as provisional financial data;

(c) From UNDP Bureau of Management/Office of Finance and Administration, an annual certified financial statement as of 31 December to be submitted no later than 30 June of the following year;

[3] Please choose between clause 2.1 and 2.2 depending on the length of the agreement.

(d) From UNDP Bureau of Management/Office of Finance and Administration on completion of the [Programme/Project], a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the Project.

[2.2 **For agreements of more than one year please add the following clauses**]

(a) From the country office (or relevant unit at headquarters in the case of regional and global projects) an annual status report of [Programme/Project] progress for the duration of this Agreement, as well as the latest available approved budget.

(b) From UNDP Bureau of Management/Office of Finance and Administration, an annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year.

(c) From the country office (or relevant unit at headquarters in the case of regional and global projects) within six months after the date of completion or termination of this Agreement, a final report summarizing [Programme/Project] activities and impact of activities as well as provisional financial data.

(d) From UNDP Bureau of Management/Office of Finance and Administration, on completion of the [Programme/Project], a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the Project.

3. If special circumstances so warrant or upon the Donor's request, UNDP will provide more frequent reporting at the expense of the Donor. The nature and frequency of this reporting shall be detailed in an annex to this Agreement.

Article IV. Administrative and 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 equal to 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 [Programme/Project] budget against a relevant budget line and borne by the [Programme/Project] accordingly.

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

Article V. Evaluation

All UNDP Programmes and Projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of [insert the programme country] 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. Upon request, the donor is entitled to examine and visit the project at its own costs.

Article VI. Equipment

Ownership of equipment, supplies and other properties financed from the Contribution shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

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. Completion of the Agreement

1. UNDP shall notify the Donor when all activities relating to the [Programme/Project] have been completed in accordance with the Project document.

2. Notwithstanding the completion of the [Programme/Project], UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in good faith in implementation of the [Programme/Project] have been satisfied and [Programme/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.

4. In cases where the Project is completed in accordance with the Project document, any unspent balance shall be returned to the Donor or otherwise dealt with as mutually agreed.

Article IX. 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 [Programme/Project], sufficient to meet all commitments and liabilities incurred in the implementation of the [Programme/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 good faith in the implementation of all or the part of the [Programme/Project] have been satisfied and [Programme/Project] activities brought to an orderly conclusion.

3. In cases where this agreement is terminated before Project completion any unspent balance may be reallocated by UNDP after consultation and upon written approval of the Donor.

Article X: Notice

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

(a) To the Donor:

Address: **Denise Luethi Crişan**
Head of Cooperation
Swiss Cooperation Office, DRC
Mobile : **+243 815 300 445** ou **+243 994 648 187**
E-mail : denise.luethi@eda.admin.ch

(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: bukavu@eda.admin.ch
Attention of : **Denise Luethi Crişan**

(c) To UNDP:
Name, Position: **Dominic Sam, Resident Representative**
Address: **United Nations Development Programme**
Boîte postale : **7248 Kinshasa, Rép. Dém. Du Congo**
Tél : 081 555 33 00 Fax : 081 555 33 05
Address: registry.cd@undp.org

Article XI. Anti-Corruption

Within the framework of this Agreement, the parties shall neither directly nor indirectly propose benefits of any nature whatsoever. They shall not accept any such proposals. Any corrupt or illegal behavior signifies a violation to the present Agreement and justifies its immediate termination.

Article XII. Anti-Terrorism

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

Article XIII. 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 XIV. 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. It covers the period from **first of October 2021 to 31 of December 2024** and shall expire as soon as all mutual obligations are fulfilled.

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

Fait à Bukavu le 28.10.2021

For the Donor: **Swiss Cooperation Office, DRC**

(Name) **Denise Luethi Crişan**

(Title) **Head of Cooperation**

Swiss Cooperation Office, DRC
Deogratias Bashibirhana
National Program Officer

Le 28.10.2021

Deo BASH

Fait à Kinshasa le

For the **United Nations Development Programme:**

(Name) **Dominic Sam**

(Title) **Resident Representative**

28/10/2021

PROGRAMME DES NATIONS UNIES POUR LE DÉVELOPPEMENT
PNUD
Au service des peuples et des nations
Rép. Dém. du Congo