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UNEP/UNDP Somalia
Activity: SNC
Total Grant amount: US$500,000
S1-32GFL-000645
SB-016018.14
Cost to UNEP for M&E: US$0.00
Cost to UNDP:US$500,000

UN TO UN TRANSFER AGREEMENT

A. SUMMARY OF ACTIVITIES

Title:	**GLOBAL ENVIRONMENT FACILITY Project: "Somalia**: Enabling Activities for the Preparation of Second National Communication (SNC) under the United Nations Framework Convention on Climate Change (UNFCCC)**"**
Start/End Dates:	Activities start date: The date of the latest signature of this agreement. Activities end date: 31 December 2025
Location:	Federal Republic of Somalia
Contribution Amount:	USD 500,000
Contributing UN Entity:	United Nations Environment Programme, ("UNEP"), represented by its Director, Industry and Economy Division, and having its office at P.O. Box 30552, Nairobi 00100, Kenya.
Recipient UN Entity:	United Nations Development Programme – Country Office Somalia ("UNDP Somalia"), UNSOS Compound, Airport Road, Mogadishu, Somalia.
Purpose	The Agreement sets forth the terms and conditions of for the preparation of Somalia's Second National Communication (SNC) under UN Framework Convention on Climate Change (UNFCCC). The project proposal (**Annex 1A**) was approved by the Global Environment Facility (GEF) Chief Executive Officer (CEO) on 31 July 2020 (**Annex 1B**); and UNEP PAG on 19 August 2020. The project aligns to a letter of endorsement (LoE) signed by Somalia's GEF operational focal point dated 23 December 2019/Ref. OPM/0695/12/2019 (**Annex 2A**). This Agreement is supported through the Letters from the Ministry of Environment and Climate Change appointing UNDP-Somalia as the executing entity (Annex **2B**). The three main objectives of the project are: i. To prepare a Project Implementation Plan (PIP), using the template provided in **Annex 3**. The PIP presents a budget and workplan to guide the preparation of Somalia's SNC. ii. To prepare and submit Somalia's SNC report to the UNFCCC as per the approved PIP; and supplemented by relevant IPCC/COP Decisions. iii. To initiate a request for GEF funding for subsequent

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BTRs and/or combined BTR/NC.

Annexes: In the event that the terms contained in Annexes are incompatible with those contained in this Agreement, then the latter shall govern and prevail.

List of Annexes
Annex 1A: - GEF CEO Endorsement document
Annex 1B: - GEF CEO EA Approval letter
Annex 2A: - LoE_ Somalia SNC_2019
Annex 2B: - Execution Modality_UNDP_UNEP.2023
Annex 3: - Project Implementation Plan _ NC
Annex 4: - Annual progress report template
Annex 5: - Annual expenditure statement template
Annex 6: - Annual Co-finance report template
Annex 7: - Final report template
Annex 8: - Cash advance template
Annex 9: - Funds Transfer Request Form
Annex 10: - Project contact details

Expected outcome:

a) A project implementation plan (PIP).
b) Completion and submission of Somalia's SNC report to the UNFCCC.
c) A request proposal to GEF for funding subsequent BTR and/or combined BTR/NC developed.

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 carrying out the Activities efficiently and effectively as per **Annex 2B.**

B. BUDGET

The Total and Full UNEP contribution to UNDP is **US$500,000.** The total Budget for the Activities is as described below.

Summary of Activities	**Budget**
Split as follows:	
(a) Total programmable amount, including direct costs	
Project Implementation Plan (PIP) preparation	10,000
Preparation and submission of the SNC to the UNFCCC	424,550
A GEF funding request for subsequent BTRs and/or BTR/NC.	20,000
(b) (i) Project Management actual + (ii) UNDP GMS fee (7% of total net costs) = Total Project Management (*bi* + *bii*)	10,450 35,000 45,450
Total and Full UNEP contribution to UNDP (*a* + *b*)	**US$500,000**

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

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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:

All reporting for the project shall be in English or translated to English as applicable.

1. Progress reports: Within 1 month of the end of the year, i.e., on or before 31 January, UNDP shall submit to UNEP yearly progress reports as at 31 December using **Annex 4**.
2. Final report: Within 2 months of the project completion, or termination of the present Agreement, UNDP shall submit to UNEP a final report and a list of outputs detailing the activities taken under the project, lessons learned and any recommendations to improve the efficiency of similar activities in the future, using the format appended as **Annex 7**.

Financial Reporting:

1. All financial reporting shall be in **US dollars**, and any exchange differences accounted for within the total GEF-approved budget. Within 1 month of the end of reporting period, i.e., on or before 31 January, UNDP shall submit to UNEP yearly expenditure reports and explanatory notes on the expenditures reported using the format appended as **Annex 5**.
2. Co-financing report: Within 1 month of the end of the reporting period for the GEF fiscal year of 30 June, i.e. on or before 31 July, the UNDP shall submit to UNEP, an annual co-financing report for the project as at 30 June showing amount of cash and in-kind co-financing realized compared to the amount of co-financing committed to at the time of the project approval in accordance with the project CEO Approval document appended as **Annex 1A**. Co-financing reporting shall be by source using the format appended as **Annex 6.**

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.

(a) The first instalment of US$ 100,000 shall be advanced to UNDP following signature of the present Agreement.

(b) The second and subsequent instalments will be made within 4 weeks after a financial report and other agreed-upon documentation, have been received by UNEP showing satisfactory progress of activities and adequate management and use of GEF resources. Requests for second and subsequent cash advances shall be made using the formats appended as **Annex 8**.

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.

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The Contribution will be paid into the following account, as supported by the Funds Transfer Request Form (**Annex 9**).

Account Details: -

Bank Name:	CITIBANK, N.A
Account Number:	36349562
Account Holder Name:	UNDP Contribution Account
ABA:	#021000089
SWIFT code:	CITIUS33
Currency:	USD
Bank address:	111 Wall Street, New York, NY 10043

When making such transfers, the Contributing UN Entity will notify the Recipient UN Entity, of the following: (a) the amount transferred; (b) the date of the transfer; (c) that the transfer is from the Contributing UN Entity pursuant to this Agreement.

F. INTELLECTUAL PROPERTY RIGHTS

The Contributing UN Entity will be granted by the Recipient UN Entity a perpetual, royalty-free, worldwide, non-exclusive and non-transferable license in the intellectual property that was developed by the Recipient UN Entity as a result of the Activities.

G. CORRESPONDENCE

All correspondence regarding the implementation of this Agreement will be addressed to the following, in addition to those listed in **Annex 10**:

UNEP,
Mr. Geordie Colville
Senior Programme Officer, & Head, GEF Climate Change Mitigation Unit,
United Nations Environment Programme, P.O Box 30552, Nairobi, Kenya

UNDP Somalia,
Lionel Laurens, Resident Representative
UN Compound, Airport Road,
Mogadishu, Somalia

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.

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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 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.[1] The UN Entities acknowledge and agree that "personal data" is defined as information relating to an identified or identifiable natural 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.

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.

[1] Available at: www.unsceb.org/personal-data-protection-and-privacy-principles.

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P. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UN Entities.

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

Signed on behalf of the United Nations Environment Programme:

geordie colville
2023.08.18 15:25:38+02'00'

_____

Date: _____

Geordie Colville
OIC, Energy and Climate Branch
Industry and Economy Division
UNEP

Signed on behalf of the United Nations Development Programme Somalia:

DocuSigned by:
Lionel LAURENS
2947F85F0EE14DA...

_____

Date: 22-Aug-2023

Lionel Laurens
Resident Representative
UNDP Somalia