

Agreement between
the Government of the People's Republic of China
and
the United Nations Development Programme
on
the Project of Learning from China's Experience to Improve
the Ability of Response to COVID-19 in Asia and the Pacific
Region

The Government of the People's Republic of China (hereinafter referred to as the Chinese Government) and the United Nations Development Programme (hereinafter referred to as UNDP, and the Chinese Government and UNDP together referred to as The Two Parties) have decided to strengthen collaboration in response to the COVID-19 pandemic and has reached the following agreement:

Article 1

The Chinese Government shall provide USD 5,000,000 (Five Million United States Dollars) of earmarked Contribution (hereinafter referred to as the Contribution) from South-South Cooperation Assistance Fund to UNDP, which shall be used by UNDP for implementing the Project of Learning from China's Experience to Improve the Ability of Response to COVID-19 in Asia and the Pacific Region (hereinafter

referred to as the Project). The Project will be implemented in the Republic of the Philippines ("the Philippines"), the Republic of the Union of Myanmar ("Myanmar") , the Kingdom of Cambodia ("Cambodia"), the Federal Democratic Republic of Nepal ("Nepal") and the Laos People Democratic Republic ("Laos PDR"). The main content of the Project is to help relevant health care facilities in the above-mentioned five countries to establish medical waste management and treatment systems, carry out public oriented knowledge dissemination and health promotion activities for epidemic prevention and control, provide training courses on improving the ability to deal with diseases to health care professionals, local government staff and others that carry out essential services, and to share medical waste disposal experience and China's experience on COVID-19 response at Asia-Pacific regional level to support ASEAN integration.

After the signature of the present Agreement, the Chinese Government shall remit the above-mentioned Contribution to the UNDP designated bank account as below according to the progress of the Project upon signature by The Two Parties of this Agreement.

Bank Account Name: UNDP Contributions Account

Beneficiary's Address: UNDP, 1 UN Plaza, New York,

NY 10017, USA

Bank Name: Citibank, N.A.

Bank Address: 111 Wall Street, New York, NY 10043

Account Number: 36349562

ABA/ACH Routing Number: 021000089

SWIFT Code: CITIUS33

The General Management Support fee (GMS) of the Project shall be no more than 5% of the Contribution.

UNDP should inform the agency entrusted by the Chinese Government in written form upon receipt of the above-mentioned remittance.

In addition, UNDP shall provide at least USD 6,420,000 (Six Million Four Hundred and Twenty Thousand United States Dollars) in parallel funds to the Project.

Article 2

UNDP shall use the full amount of the Contribution for implementing the Project of Learning from China's Experience to Improve the Ability of Response to COVID-19 in Asia and the Pacific Region in compliance with existing UNDP's Financial Regulations and Rules.

The Contribution will be administered and the Project will be implemented in accordance with UNDP's mandate, regulations, rules and procedures. For purpose of this Agreement, "existing Regulations and Rules of UNDP" shall mean the UNDP Financial Regulations and Rules (approved by the Chinese Government as Board Member of UNDP), and

other directives, circulars and internal procedures (including but not limited for the regulations of aspects related to accounting, administration asset disposal, auditing, cost recovery, procurement, project management and reporting).

The agency entrusted by the Chinese Government, shall coordinate, monitor and manage the implementation of the Project. The agency's requirements shall be stipulated in a separate Implementation Agreement to be signed with UNDP. The Chinese Government shall carry out necessary data, information collection and field visits of the Project according to its needs. Upon request from the Chinese Government, UNDP shall provide all necessary assistance related thereto, subject to and in accordance with UNDP Financial Regulations and Rules on the matter.

Article 3

UNDP shall be responsible for overseeing and implementing the activities funded by this Contribution, and ensure that, subject to security considerations, every effort is made for the Chinese Government's foreign assistance logo to be used in the above-mentioned activities, and the location and the effect of the logo to be made easily visible.

UNDP should give adequate visibility to this Contribution in the influential international and Chinese media through various communications channels. During the implementation of the Project, UNDP shall organize launching ceremony, handover ceremony or other

activities as appropriate. Relevant documents, pictures and videos should be submitted to the agency entrusted by the Chinese Government.

Article 4

UNDP shall notify the agency entrusted by the Chinese Government in a timely manner of the funds utilization plan before making use of the Contribution. UNDP shall accept monitoring and supervision by the agency entrusted by the Chinese Government. UNDP shall contact the Chinese embassies in the Philippines, Nepal, Myanmar, Cambodia and Laos PDR as well as the Mission of People's Republic of China to ASEAN and inform them of the Project progress, invite them to participate in relevant Project implementation and advocacy activities, as appropriate. The Chinese side, with the agreement of UNDP, may participate in relevant Project implementation and advocacy activities, as appropriate.

After the completion of the Project, UNDP shall submit Project reports, financial reports and audit reports in accordance with its Regulations and Rules to the agency entrusted by the Chinese Government. The Chinese Government and UNDP shall sign a completion certificate.

Article 5

This Agreement shall enter into force on the day of signature. The

Two Parties may make necessary revisions of and amendments to this Agreement and any such revision or amendment shall be confirmed through exchange of letters.

This Agreement may be terminated by either party by giving a notice to the other party with thirty (30) days in advance of the date of termination. Any disputes over the interpretation or use of this Agreement and any other exchanged notes afterwards shall be settled through amicable negotiation between The Two Parties.

Done in duplicate in Beijing on 24th November, 2020 in both Chinese and English languages, each party keeping one original and both texts being equally authentic.



For

The Government of the
People's Republic of China



For

the United Nations
Development Programme