

**THIRD-PARTY COST-SHARING AGREEMENT
BETWEEN THE AUSTRIAN DEVELOPMENT AGENCY (THE 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 “Equal Access To Justice Through Enabling Environment For Vulnerable Groups – Phase II of the UN One Programme (hereinafter referred to as “the SDG16 Project”), as described in the Project document submitted to the Donor for information.

WHEREAS UNDP is prepared to receive and administer the Contribution for the implementation of the SDG16 Project,

WHEREAS the Royal Government of Bhutan has been duly informed of the Contribution of the Donor to the SDG16 Project,

WHEREAS UNDP shall designate an Implementing Partner for the implementation of the SDG16 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 Bhutan the amount of EUR 600,000. The Contribution shall be deposited in to the following account:

International bank details	
Bank key / Routing number:	021000021 (ABA code)
Account number:	015002284 (UNDP Contribution Account (USD))
BIC (SWIFT code):	CHASUS 33
Financial Institution:	JP Morgan Chase-International Agency Banking
Branch address:	270 Park Avenue, 43 rd floor, New York, NY, 10017, USA

Schedule of payments

Amount

After signature of the agreement	EUR 439,500.00
Based on the progress and financial reporting per end of December 2017	EUR 106,500.00
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TOTAL	EUR 600,000.00
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(b) The Donor will inform UNDP when the Contribution is paid via an e-mail message with remittance information to niamh.collier@undp.org and phurpa.tshering@undp.org providing the following information:

Donor's name: *Austrian Development Agency*
UNDP country office: *UNDP Bhutan*
Project Title: *Equal Access To Justice Through Enabling Environment For Vulnerable Groups – Phase II of the UN One Programme*
[Hereafter in this agreement referred to as the 'SDG 16 Project']
Donor reference (if available): 2745-00/2016

This information should also be included in the bank remittance advice when funds are remitted to UNDP.

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 SDG16 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 SDG16 Project delivery.
4. UNDP shall receive and administer the payment in accordance with the rules, regulations, policies and procedures of UNDP.
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 make available 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 SDG16 Project under this Agreement may be reduced, suspended or terminated by UNDP.
4. Any interest income attributable to the Contribution shall be credited to UNDP Account, retained by UNDP and shall be utilized in accordance with established UNDP procedures.



Article III. Administration and reporting

1. The SDG16 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. From the country office an annual status report of the SDG16 Project progress for the duration of this Agreement, as well as the latest available approved budget.
 - 2.2. From the country office an annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year.
 - 2.3. From the country office within six months after the date of completion or termination of this Agreement, a final report summarizing the SDG16 Project activities and impact of activities as well as provisional financial data.
 - 2.4. From the country office, on completion of the SDG16 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, UNDP may provide more frequent reporting at the expense of the Donor.

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 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 Project budget against a relevant budget line and borne by the SDG16 Project accordingly.
2. The aggregate of the amounts budgeted for the SDG16 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 V. Evaluation

All UNDP Projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of Bhutan 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 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 SDG 16 Project have been completed in accordance with the Project Document.
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 SDG16 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.
4. In cases where the Project is completed in accordance with the project document any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Donor.

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 Royal Government of Bhutan, and provided that the funds from the Contribution already received are, together with other funds available to the SDG16 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 SDG16 Project have been satisfied and Project activities brought to an orderly conclusion.
3. In cases where this agreement is terminated before Project completion any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Donor.



Article X: Notice

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

- (a) To the Donor: Johannes Binder (PhD.)
Counsellor
Resident Coordinator
Austrian Development Agency
P.O. Box 307, Thongsel Lam 5 B, Lower Motithang
Thimphu 11001, Bhutan

- (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: johannes.binder@ada.gv.at

- (c) To UNDP: Niamh Collier-Smith
Resident Representative, a.i.
United Nations Development Programme
Bhutan Country Office
Peling Lam, Kawajangsa, Thimphu, Bhutan
UNDP email address: niamh.collier@undp.org
Attention: namgay.wangchuk@undp.org

Article XI. 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 XII. 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.

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

For Donor:

Signature:



Name: Binder Johannes
Title: Counselor for Development Cooperation,
Coordination Office for Development
Cooperation Austrian Embassy
Place: Thimphu, Bhutan

Date: 14. Nov. 2016

For the United Nations Development Programme:

Signature:



Name: Niamh Collier-Smith
Title: Resident Representative a.i.
United Nations Development
Programme
Place: Bhutan Country Office
Peling Lam, Kawajangsa, Thimphu,
Bhutan

Date: 14 Nov 2016

