



**THIRD-PARTY COST-SHARING AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)
AND THE GLOBAL WATER CHALLENGE (THE DONOR)**

WHEREAS the Global Water Challenge (hereinafter the “Donor”) hereby agrees to contribute funds to the United Nations Development Programme (hereinafter “UNDP” and together with the Donor, the “Parties”) on a cost-sharing basis (hereinafter referred to as “the Contribution”) for the implementation of “Plastic waste management at the local level” (hereinafter referred to as “the Project”), as described in Annex A, Project Implementation Plan, in Ukraine, and submitted to the Donor for information.

WHEREAS UNDP is prepared to receive and administer the contribution for the implementation of the project,

WHEREAS the Government of Ukraine has been duly informed of the contribution of the Donor to the Project,

NOW THEREFORE, UNDP and the Donor hereby agree as follows:

Article I. Responsibilities of UNDP

1. UNDP agrees to: 1) Provide the necessary personnel, materials, services, and facilities (to be financed by the Contribution per the agreed budget by the Parties), for the implementation of the Project (Annex A) ; 2) Provide mid-term financial and narrative reports through the Donor program manager; and 3) Provide the final certified financial report by 30 June of the following year after the end of the project, signed by its approved representative and with approval of its Accountant/Chief Financial Officer. Contribution provided pursuant to this Agreement shall be used exclusively for purposes related to producing results as specified in Annex A and B.
2. If UNDP fails to meet its responsibilities outlined in Article 1.1, then this will be considered grounds for the Donor Steering Committee to suspend any further contributions. The suspension shall remain in effect until UNDP has achieved the target or a solution is reached by the Parties
3. Whenever UNDP knows or has reason to know that any actual or potential circumstances are delaying or threaten to delay the timely implementation of the Project required hereunder, or threaten to change or reduce the anticipated outcomes of the Project required hereunder, UNDP shall immediately provide written notice thereof to Donor, including all relevant information with respect thereto. Any such notice shall be informational only, and the receipt thereof by Donor shall not constitute a waiver by Donor of meeting the annual objectives of the Project, or any of Donor’s rights or remedies hereunder.

4. In projects providing improved water access, UNDP will conduct two rounds of water quality testing, one prior to commencing construction activities and one after completing construction activities and provide results to Donor for both rounds of testing. For tests prior to commencement of construction, should any of the parameters tested exceed guideline values, Donor shall be notified as soon as possible at which point UNDP and Donor will communicate to discuss possible implications to the project. (APPLICABLE ONLY FOR PROJECTS PROVIDING DRINKING WATER)

Article II. Term

The term of this Agreement shall commence on November 25, 2019 and shall expire on April 1, 2021. Upon signed agreement by both Parties, this Agreement may be extended for an additional period of time. Extension of the Agreement pursuant to this paragraph shall be affected by written notice delivered to UNDP not less than thirty calendar days prior to the expiration of the then current Agreement term.

Article III. The Contribution

1. The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of \$99,100 USD (One Hundred Thousand Dollars). The Contribution shall be deposited in the bank and bank account to be informed in writing by UNDP. The Parties acknowledge and agree that UNDP shall not pre-finance any activity. As such, when the Contribution is paid in tranches, each payment must be deposited before the activities related to each tranche.

Tranche 1 – Amount: 50% of total allotment: \$49,550 USD (Forty-Nine Thousand, Five Hundred and Fifty Dollars) to be paid on or before November 25, 2019 pending submission of requirements listed below -

Requirements:

- Indicators tailored to project intervention must be developed in collaboration with Donor
- Mid-term and end line objectives of the Project approved by Donor
- Grant Agreement completed in full and signed by both Parties

Tranche 2 – Amount: 40% of total allotment: \$39,640 USD (Thirty-Nine Thousand, Six Hundred and Forty Dollars) to be paid on or before July 20, 2020 pending submission of requirements listed below -

Requirements:

- Submission of completed report (including both narrative and financial reports) at project midpoint related to the use of the funds of the previous tranche
- Submission of a correct interim payment request
- Review and approval of progress against mid-term milestones of the Project by Donor M&E Lead

Tranche 3 – Amount: 10% of total allotment: \$9,910 USD (Nine Thousand, Nine Hundred and Ten Dollars) to be paid on or before April 1, 2021 pending submission of requirements listed below -

Requirements:

- Submission of completed reports (including both narrative and financial reports) related to the use of the funds of the previous tranche by April 1, 2021.
- Review and approval of progress relating to the previous milestones of the Project by Donor M&E Lead
- Submission of a correct payment request

Once the activities of the Project have been completed, UNDP shall comply with the following requirements:

- a) Submission of final reports (both narrative and financial reports) including success stories and communications materials (however, the Parties acknowledge and agree that the final certified financial report shall be presented by 30 June of the following year after the end of the Project).
 - b) The amount of payment of such funds is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the UNDP in the performance of the activities under this Agreement. The Parties acknowledge and agree that the Donor shall have no obligation to provide additional funding. However, the Parties also acknowledge and agree that UNDP shall not pre-finance any activity. In the event of a cost overrun caused by currency fluctuations, inflationary factors and/or any other circumstance, UNDP shall communicate this situation to the Donor in writing. UNDP shall also apply reasonable efforts to try to allocate to the Project a contribution from a different funding source. In the event that no additional funding is possible, then UNDP may propose a modification, reduction, suspension and/or partial or total termination of the activities in the Project in consultation with and agreement by the Donor.
 - c) 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, and project title. This information should also be included in the bank remittance advice when funds are remitted to UNDP.
2. UNDP shall receive and administer the payment in accordance with the regulations, rules, policies and procedures of UNDP and, where applicable for compliance, the rules, regulations, policies and procedures of the Donor.
 3. All financial accounts and statements shall be expressed in United States dollars.

Article IV. Utilization of the Contribution

1. The implementation of the responsibilities of UNDP pursuant to this Agreement and the Implementation Plan 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.

2. If the payments referred to in Article I, paragraph 1, 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.
3. Any interest revenue attributable to the Contribution shall be credited to UNDP Account, retained by UNDP and shall be utilized in accordance with established UNDP procedures.

Article V. Administration and Reporting

1. Project management and expenditures shall be governed by the rules, regulations, policies and procedures of UNDP and, where applicable for compliance, the rules, regulations, policies and procedures of the Donor.
2. UNDP agrees to submit one midterm technical report and one financial status report by no later than 15 days after July 20, 2020, the project midterm date. The midterm technical and financial status reports shall be written in English using the Donor's reporting format and submitted to Donor. This shall be considered an eligible cost which the Parties acknowledge and agree has already been included in the budget of the Project.
3. Within thirty days after completion of project activities, UNDP shall provide Donor with a final report with respect to all expenditures made from such funds (including salaries, travel and supplies) and indicating the progress made toward the goals of the activities undertaken, utilizing the reporting format of UNDP.

Article VI. Administrative and Support Services

The amount budgeted for the Project, shall not exceed the total resources available to the Project under this Agreement. UNDP shall charge a General Management Support Service fee ("GMS") in accordance with UNDP's cost recovery policy as approved by the UNDP Board. UNDP shall provide the Donor a copy of this policy before the signature of each Grant Agreement. The Parties acknowledge and agree that the GMS has already been included in the budget of the Project.

Article VII. Evaluation

All UNDP Programmes and Projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of Ukraine 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 Donor shall be entitled to perform its own evaluation of the Project. The Parties acknowledge and agree that (a) the Donor shall bear the cost of this separate evaluation.

Article VIII. Equipment

1. 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 IX. Auditing

1. 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 X. Advertisement of the contribution

1. The Donor shall not use the UNDP name or emblem, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of UNDP in each case. In no event will authorization be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of Donor, its products or services.
2. The Donor acknowledges that it is familiar with UNDP's ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.
3. The Donor may make representations to its shareholders and internal budget officials as required about the fact of the contribution to UNDP. Any other use of the UNDP name or emblem, and any other form of recognition or acknowledgement of the contribution of the Donor are subject to consultations between the Parties, and the prior written agreement of UNDP.
4. UNDP will report on the contribution to its Executive Board in accordance with its regular procedures regarding contributions from private donors. Other forms of recognition and acknowledgement of the contribution are subject to consultations between the Parties, but the manner of such recognition and acknowledgement shall be determined at the sole discretion of UNDP.

Article XI. Compliance

Each Party warrants its compliance with all laws and regulations concerning performance of this Agreement which are applicable to each Party's operations in connection with the Project activities herein. Specifically, UNDP agrees that this Agreement is contingent upon such actions in country in which services are to be performed by UNDP on behalf of the Donor, to the extent that a Project is financed from funds received from The Coca-Cola Foundation. UNDP agrees that it will not, in connection with transactions contemplated in this agreement, transfer anything of value, directly or indirectly, to any government official, employee of a

government-controlled company, political party, or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or advantage. UNDP further warrants that no money paid to UNDP as compensation or otherwise has been or will be used to pay any bribe or kickback. Both the Donor and UNDP are firmly committed to preventing and detecting fraudulent and corrupt practices. Consistent with the UN Charter, the Standards of Conduct for the International Civil Service, the United Nations Staff Rules and Regulations, and UNDP Financial Rules and Regulations and Procurement Manual, UNDP will use reasonable efforts to ensure that the utilization of the Contribution conforms to the highest standard of ethical conduct and that every part of the organization, as well as all individuals acting on behalf of UNDP, observe the highest standard of ethics and integrity. UNDP, in accordance with its regulations, rules and directives, will ensure that any allegations of fraud and corruption in connection with the implementation of the Project are reported to the Office of Audit and Investigations (OAI) in a timely manner. Credible allegations will be investigated by OAI in accordance with its regulations, rules, policies and procedures. UNDP will, in a timely manner and consistent with its regulations, rules, policies and procedures, provide details to the Donor of the outcome of substantiated allegations of fraud and corruption, along with details of action taken by UNDP. Following the conclusion of any investigation which identifies fraud or corruption involving any activities funded in whole or in part with a Contribution made under this Agreement, UNDP will:

- a. Use reasonable efforts to recover any part of the Contribution, which OAI has established as being diverted through fraud or corruption;
- b. In connection with (a) above, in consultation with the UN Office of Legal Affairs, give proper consideration to referring the matter to the appropriate authorities of the Member States where the fraud or corruption is believed to have occurred and to the provisions of General Assembly resolution 62/63; and
- c. As required by the Donor, and following consultations between the Parties, reimburse to the Donor any part of the Contribution which UNDP has recovered further to sub-section (a) above, or credit it to a mutually agreed activity.

Any information provided to the Donor in relation to any matters arising under the Article shall be treated by the Donor as strictly confidential. Any action further to the above paragraphs shall be consistent with UNDP regulations, rules and directives.

Article XII. Completion of the Agreement

1. UNDP shall notify the Donor when all activities relating to the Project have been completed in accordance with the Implementation Plan (Appendix A).
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 Project have been satisfied and Project activities brought to an orderly conclusion.
3. In cases where the Project is completed in accordance with the project document any funds below 1,000 USD (One Thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied

shall be automatically reallocated by UNDP. Any funds above 1,000 USD (One Thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be returned to the Donor.

Article XIII. 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 Project, sufficient to meet all commitments and liabilities reasonably incurred in the implementation of the Project before notice of termination of this Agreement. 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 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 1,000 USD (One Thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 1,000 USD (One Thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be returned to the Donor.

Article XIV. Notice

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

- (a) To the Donor: Monica Ellis, CEO

Address: Global Water Challenge
2900 South Quincy Street, Ste. 375
Arlington, VA 22206
Phone: 703-379-2713
Email: Monica.Ellis@globalwaterchallenge.org

- (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: Monica.Ellis@ globalwaterchallenge.org

Attention: Monica Ellis

- (c) To UNDP: Iryna Gerasymenko, Project Officer (Innovations and Private Sector Partnerships)

Address: United Nations Development Programme in Ukraine
1 Klovsky Uzviz, Kyiv, 01021, Ukraine
Phone: +380 44 253 93 63 Ext. 174
Email: Iryna.Gerasymenko@undp.org

Article XV. 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 XVI. Settlement of Disputes

1. The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with UNCITRAL Conciliation Rules then obtaining, or according to such procedure as may be agreed between the parties.
2. Any dispute, controversy or claim between the Parties arising out of or relating to this agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within (60) sixty days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article XVII- Privileges and Immunities

Nothing in this agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.

Article XVIII. 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.

p.p. 
For the Donor: Global Water Challenge
Monica D. Ellis
CEO


For the United Nations Development Programme
Dafina Gercheva
Resident Representative

Date: 12/23/19

Date: December 10, 2019

Annexes of Grant Agreement:

- A. Project Implementation Plan and Budget of Recipient Institution
- B. Performance Targets of Recipient Institution
- C. Supporting Documents