

**CONTRIBUTION AGREEMENT
TO
THE UNITED NATIONS TRUST FUND IN SUPPORT OF PEACE AND SECURITY IN MALI
BETWEEN
FEDERAL PUBLIC SERVICE OF FOREIGN AFFAIRS, DIRECTORATE-GENERAL FOR
DEVELOPMENT COOPERATION AND HUMANITARIAN AID AND
THE UNITED NATIONS**

Whereas the Federal Public Service of Foreign affairs, Directorate-General for development cooperation and humanitarian aid, represented by the Embassy of Belgium's Diplomatic Office in Bamako, (hereinafter referred to as the Donor), is prepared to contribute the sum of 1.000.000 EUR (in words: one million euros), (hereinafter referred to as the "Contribution"), to the United Nations Trust Fund in support of Peace and Security in Mali (hereinafter referred to as the "Trust Fund");

Whereas the United Nations through its subsidiary organ, the United Nations Multidimensional Integrated Stabilization Mission in Mali (MINUSMA), represented by Mr. Michael Mulinge Kitivi, Director of Mission Support, in accordance with the financial authority delegated to him by the Assistant Secretary-General, Controller of the United Nations, and under the authority of the Special Representative of the Secretary-General (SRSG) for Mali as Programme manager of the Trust Fund (hereinafter referred to as the "Recipient") is responsible for the administration of the Trust Fund and will be responsible for coordinating all aspects of the project financed by this contribution;

Whereas the contribution is designated for the Support to the International Commission of Inquiry for Mali-mandated by Security Council resolution 2364, as determined and prioritized by the Programme manager of the Trust Fund;

Whereas the Recipient and the Donor agree that the contribution will be used in accordance with relevant United Nations rules, policies and procedures pertaining to the UN Trust Fund in Support of Peace and Security in Mali;

The Donor and the Recipient have come to the following Agreement:

1. The project activities under the Trust Fund in support of Peace and Security in Mali funded from this contribution will be implemented as from 01 May 2018. It will be completed by 01 May 2019. Extension of the project is not possible unless otherwise agreed to in writing by the Donor and an authorized official of the Recipient in exceptional cases.
2. The Recipient will make every possible effort to ensure timely and full implementation of the contribution of the Donor. No changes may be made to either the nature of the contribution or its implementation without the written consent of both the Donor and the Recipient. The Donor bears no responsibility or liability vis-à-vis any third party for the project or activities administered and implemented by the Recipient pursuant to this Agreement.
3. The Donor's contribution to the Trust Fund will not exceed 1.000.000 EUR, including direct project costs and project support costs of up to 7 percent and any cost provision in the project/programme for contingencies. Implementation of the contribution by the United Nations will start immediately after receipt of the funds.

4. Funds payable to the Recipient under this Agreement will be transferred in two installments. The Donor will transfer the first instalment of 750.000 EUR after receipt by the Donor of a duly signed and dated original of this Agreement and upon receipt of a payment request stating the amount to be paid and the bank account references, and will transfer the second installment of 250.000 EUR after receipt of an interim financial report, to the United Nations' bank account, as provided below:

Account name: UN General Trust Fund
Account number: 485001969
Bank: J.P. Morgan Chase Bank
116 Avenue of the Americas
New York, NY 10036-2708, USA
ABA Number: 021-000-021
SWIFT code: CHASUS33
Reference: Peace and Security Mali Trust Fund

5. The Donor's contribution is provided only for Trust Fund activities which will have actually taken place and costs that will actually have been incurred. Funds which the Donor has placed at the Recipient's disposal that are left unspent or uncommitted after completion of the contribution period will be returned to the Donor.
6. Any interest accrued on the unspent fund balance of the contribution funds and/or funds remaining due to fluctuations in the exchange rate will be used to supplement the Trust Fund programme funds.
7. The Recipient will administer and account for the Contribution in accordance with the United Nations Financial Regulations and other Rules, procedures and practices and will keep separate records and accounts for the contribution.
8. The Recipient will submit to the Donor through the Embassy of Belgium in Bamako, no later than 6 months after the date of completion of the contribution period, a final substantive report containing a comprehensive overview of the total project implementation and including provisional financial information and, no later than 12 months after the date of completion of the contribution period, a final financial report containing a financial statement, certified by the Recipient's Controller, showing the funds received and actual expenditures incurred. All reporting will be in USD.
9. The Recipient and the Donor will every three months, or more often at the request of either signatory, exchange views through their representatives with regard to the substance and the progress of the projects funded through the Donor's contribution, including the progress of the work carried by the implementing agency, if any, in implementing the project(s) in conformity with the anticipated schedule and project budgets.
10. The Donor may, after prior consultation with the Recipient, reduce or terminate the contribution to the project. If funding is reduced or terminated, costs already incurred or committed in good faith by the Recipient up to the effective date of the decision to reduce or terminate the funding will be reimbursed. No new financial commitments may be incurred, unless agreed upon by the Donor.
11. The contribution is subject exclusively to the internal and external auditing procedures of the Recipient.

12. The Donor or the Recipient, as the case may be, will promptly notify the other signatory in the event the other signatory is not in compliance with the terms of this Agreement or the funds provided under this Agreement have not been used for the purposes for which they have been made available in accordance with the Agreement. Upon receipt of any such notification, the Donor and the Recipient will promptly consult with each other to determine the actions to be taken to resolve the matter. The Donor may, if the Recipient fails to respond in an adequate way upon receipt of such notification, refer the matter to the dispute settlement procedure set forth in paragraph 17 below.
13. The Recipient will give the Donor the opportunity to participate in review, monitoring and evaluation missions with regard to the project. The Recipient will notify the Donor of such missions and invite the Donor to participate in them during the implementation of the project and upon its completion.
14. The offices responsible for coordinating all matters relating to this Agreement are:
- For the Donor: The Embassy of Belgium in Bamako
- For the Recipient: MINUSMA, Stabilization & Recovery section
15. The Donor, after consultation with the Recipient, reserves the right to stop transfers and to claim repayment of any funds already transferred to and not committed by the Recipient in the event of a material breach of the provision in this Agreement or if it emerges, either from the reports referred to above or from some other official report, that the funds are not being used or have not been used for the purposes for which they have been made available in accordance with this Agreement. With regard to any funds transferred by the Donor and already committed by the Recipient, the Donor may, for the same reasons as indicated above, request the Recipient to endeavor its best efforts to recover these funds, subject to and taking into account the Recipient's Financial Regulations and Rules, policies and procedures. If the Recipient fails to respond in an adequate way to the Donor's request to recover misdirected funds, the Donor may refer the matter to the dispute settlement procure set forth in paragraph 17 below.
16. The Recipient will ensure that its staff and consultants deployed on the projects financed by the Donor under this Agreement will not offer to third parties or seek or accept from or be promised by third parties, for themselves or any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice.