

**DONOR AGREEMENT
BETWEEN
THE GOVERNMENT OF BELGIUM
AND
UNITED NATIONS ENVIRONMENT PROGRAMME**

WHEREAS the Government of Belgium (hereinafter referred to as the “Donor”) has decided to make a contribution of EUR 3.000.000 (hereinafter referred to as the “Contribution”) to the United Nations Environment Programme (hereinafter referred to as “UNEP”),,

WHEREAS UNEP is prepared to receive and administer the contribution for furthering action on implementation of the globally agreed goals and targets for climate change,

WHEREAS the Contribution shall be managed in line with the Framework Agreement between the Government of Belgium and United Nations Environment Programme signed on 12 September 2016 (hereinafter referred to as the “Framework Agreement”),

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

Article I. The Contribution

1. The Donor shall, in accordance with the schedule of payments set out below, contribute to UNEP the amount of Euro 3,000,000. The contribution shall be deposited in the bank account below and managed under the UNEP Trust Fund for Belgium as per Paragraph IV of the Framework Agreement:

Account name: UNITED NATIONS (USCH5)

Account number: 485-002809

Bank name and address:

J. P. Morgan Chase

International Agencies Banking Division

277 Park Ave. 23rd Floor

New York, N.Y. 10172 USA

WIRE TRANSFERS: CHASE ABA NUMBER = 021000021, SWIFT NUMBER = CHASUS33, NATIONAL ROUTING: 0002.

Schedule of payments

before 31 December 2021

Amount

EUR 3,000,000

2. The value of the payment shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment.

3. The payment shall be made in advance of the implementation of planned activities. It may be amended in consultation with the Donor.
4. UNEP shall receive and administer the payment in accordance with the regulations, rules and directives of UNEP.
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 UNEP shall be dependent on receipt by UNEP of the contribution in accordance with Article I, paragraph 1, above.
2. If the payment referred to in Article I, paragraph 1, above is not received in accordance with the payment schedule, the activities to be implemented under this agreement may be reduced or suspended by UNEP accordingly.
3. Any interest income attributable to the contribution shall be credited to UNEP Account and shall be utilized in accordance with established UNEP procedures.

Article III. Activities to be implemented

The Activities to be implemented with the funds from the Donor and UNEP's contribution is as per the attached Project Outline Document in Annex 1.

Article IV. Administration and reporting

1. Management of the contribution and expenditures shall be governed by the regulations, rules and directives of UNEP.
2. UNEP shall make available annually to the Donor the following reports prepared in accordance with UNEP accounting and reporting procedures: Annual Programme Performance Reports, Board of Auditors' Financial Report and Audited Financial Statements.
3. In addition, the parties may agree that, UNEP may provide more frequent reporting at the expense of the Donor. The specific nature and frequency of this reporting shall be specified in Annex 1 of the Agreement.

Article V. Administrative and support services

In accordance with the decisions and directives of UNEP's Governing Council, the

contribution shall be charged 13% for the programme support cost incurred by UNEP in administering the contribution;

Article VI. Equipment

Ownership of equipment, supplies and other properties financed from the contribution shall vest in UNEP.

Article VII. Auditing

The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the UNEP financial regulations and rules. Should an Audit Report of the Board of Auditors of UNEP contain observations relevant to the contributions, such information shall be made available to the Donor.

Article VIII. Advertisement of the Contribution

1. The Donor shall not use the UNEP name or emblem, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of UNEP in each case. In no event will authorization be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNEP of the Donor, its products or services.
2. The Donor acknowledges that it is familiar with UNEP'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 UNEP.
3. UNEP will report on the contribution to its Governing Council in accordance with its regular procedures regarding contributions. 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 always be consistent with the United Nations Rules and Regulations to that effect.

Article IX. Anti-terrorism

Consistent with United Nations (UN) Security Council Resolutions relating to terrorism, including UN Security Council Resolution S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001) and related resolutions, both the Donor and UNEP are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, UNEP recognizes its obligation to comply with any applicable sanctions imposed by the UN Security Council. UNEP shall use all reasonable efforts to ensure that the Contribution is not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime.

Article X. Prevention of Misconduct

1. Both Parties have a zero-tolerance approach towards fraud, corruption, bribery, any other financial irregularities, harassment, sexual harassment, sexual exploitation and abuse, abuse of authority, violation of the fundamental principles of procurement rules and discrimination and any other forms of misconduct ('Misconduct'). UNEP shall take robust and prompt action in response to any Misconduct. The zero-tolerance policy applies to UNEP staff members, individual contractors, vendors, implementing partners, responsible parties and any other third parties which are engaged by UNEP in relation to the activities as indicated in the specific agreements with such individuals and third parties.
2. To this end, UNEP shall maintain standards of conduct governing the performance of its staff, including the prohibition of Misconduct in connection with the award and administration of contracts, grants, or other benefits, as set forth in UNEP's regulations, rules, procedures and policies.
3. If UNEP becomes aware of any credible allegations of Misconduct, UNEP will, in accordance with its regulations, rules, policies and procedures, and contractual arrangements, report such allegations of Misconduct to the Investigations Division of the Office of Internal Oversight Services (OIOS), the internal oversight body of the United Nations.
4. UNEP will notify the Donor as required on suspected Misconduct relating to the use of its funding. Notifications will be issued as soon as UNEP receives a preliminary complaint or report and when a final report by OIOS or UNEP is issued.
5. The Donor reserves the right to suspend payments if the funds are found to be misused or not satisfactorily accounted for.

Article XI. Completion of the Agreement

1. UNEP shall notify the Donor when all activities supported by the donor under this agreement have been completed.
2. Notwithstanding the completion of the activities, UNEP shall continue to hold unutilized payments until all commitments and liabilities incurred have been satisfied.
3. If the unutilized payments prove insufficient to meet such commitments and liabilities, UNEP shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.
4. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be disposed of by UNEP in consultation with the Donor.

Article XII. Termination of the Agreement

1. This Agreement may be terminated by UNEP or by the Donor. The 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 the Agreement.
2. Notwithstanding termination of all or part of this Agreement, UNEP shall continue to hold unutilized payments until all commitments and liabilities incurred under this agreement up to the date of termination have been satisfied.
3. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be disposed of by UNEP in consultation with the Donor.

Article XIII. Amendment of the Agreement

The Agreement may be amended through an exchange of letters between the Donor and UNEP. The letters exchanged to this effect shall become an integral part of the Agreement.

Article XIV. 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 procedures 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 the 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 XV. 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 UNEP.

Article XVI. Entry Into Force

This Agreement shall enter into force upon signature by the Donor and UNEP, being effective

from the date of the latest signature, and remain effective until 31st December 2022 unless terminated earlier pursuant to Article XIV above.

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

For the Donor:



Meryame Kitir
Minister of Development Cooperation
and Mayor Cities Policy
(Date)

For the United Nations Environment
Programme:

Inger Andersen
Executive Director

(Date)

7 9 SEP. 2021