

## CONTRIBUTION AGREEMENT

This Contribution Agreement is made between the secretariat of the United Nations Framework Convention on Climate Change, the Kyoto Protocol and the Paris Agreement (hereinafter referred to as the “UNFCCC secretariat”) and the Government of Belgium, acting through its Directorate General of Development Cooperation (hereinafter referred to as the “Donor”), collectively referred to as the Parties.

The Parties agree as follows:

### **1. PROJECT SUMMARY**

**Project title:** Strengthen the capacity of developing countries to prepare and manage national greenhouse gas inventories as a basis for effective transparency framework under the Paris Agreement (hereinafter referred to as the “Project”)

**Contribution:** EUR 754,500.00

### **2. PROJECT DESCRIPTION AND IMPLEMENTATION**

The contribution governed by this Contribution Agreement shall be utilized to fund activities carried out between 15/08/2021 and 31/12/2022 in the context of the Project. The UNFCCC secretariat shall carry out the activities of the Project in accordance with the document “Project Proposal” attached as Annex I to this Contribution Agreement.

The activities will be carried out by the UNFCCC secretariat, with the Donor supporting through facilitating contacts with the ministries in charge of climate change in the partner countries of the Belgian cooperation<sup>1</sup>, as well as the countries belonging to the Francophone and Lusophone clusters of the Partnership on Transparency in the Paris Agreement (PATPA)<sup>2</sup>, in which Belgium is also involved.

In case any major change occurs in the schedule of implementation of the Project which interferes or threatens to interfere with the successful implementation of the Project, the UNFCCC secretariat shall promptly inform the Donor.

### **3. THE CONTRIBUTION**

Subject to the provisions of this Contribution Agreement, the Donor will make a contribution of **EUR 754,500.00** to the UNFCCC secretariat, which includes a 13% administrative fee to cover UNFCCC secretariat’s indirect costs.

The amount of contribution provided herein is definitive.

The contribution will be paid by the Donor in accordance with paragraph 5, below.

### **4. RECORDS AND MANAGEMENT OF THE CONTRIBUTION**

The UNFCCC secretariat shall keep proper accounts and records of cost of the Project and of all expenditures or commitments including the invoices, receipts and vouchers in accordance with its rules and regulations. The funds disbursed will be administered in accordance with

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<sup>1</sup> See [https://diplomatie.belgium.be/en/policy/development\\_cooperation](https://diplomatie.belgium.be/en/policy/development_cooperation)

<sup>2</sup> See <https://transparency-partnership.net/>

UNFCCC secretariat/United Nations regulations, rules, policies and procedures, including those related to interest. All procurement undertaken shall be done in accordance with the rules and regulations of the UNFCCC secretariat/United Nations.

The financial transactions will be subject to internal and external auditing procedures laid down in the Financial Regulations and Rules of the United Nations. Should the audit report contain observations relevant to the contribution from the Donor, such information shall be made available to the Donor.

## **5. PAYMENTS AND REPORTING**

### **A. Payments**

Upon signature of this Contribution Agreement by both Parties, the funds shall be paid in full into the following account:

<b>Account name</b>	<b>UN Geneva General Fund</b>
<b>Account number</b>	<b>240-FP100381.0</b>
<b>IBAN</b>	<b>CH85 0024 0240 FP10 0381 0</b>
<b>Bank name</b>	<b>UBS AG</b>
<b>Bank address</b>	<b>Rue du Rhone 8, 1211 Genève 2, Switzerland</b>
<b>Bank number</b>	<b>240</b>
<b>Bank Swift code</b>	<b>UBSW CH ZH 80A</b>
<b>Currency</b>	<b>EUR</b>
<b>Specifying credit for:</b>	<b>UNFCCC- 32FRA-VCBEL210728</b>

UNFCCC secretariat shall within a reasonable time, in writing, acknowledge the date and the amount of contribution received from the Donor.

### **B. Reporting**

The UNFCCC secretariat will prepare a financial and a narrative report on the contribution. Both narrative and financial reports will be submitted to the Donor by April 30 of the year following the completion of the Project activities. The financial report will be certified by authorized personnel of the UNFCCC secretariat.

At least one annual meeting between the UNFCCC secretariat, the Federal Public Service Health, Food Chain Safety and Environment of Belgium (Climate Change Unit) and the Federal Public Service Foreign Affairs of Belgium (Directorate General Development Cooperation and Humanitarian Aid) will be held to discuss the progress of implementation.

In cases where the Project is completed in accordance with the Project Document any funds below EUR 5,000 (five thousand euros) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by the UNFCCC secretariat. Any funds above EUR 5,000 (five thousand euros) that remain unexpended after all commitments and liabilities have been satisfied, shall be refunded to the Donor or may be reallocated by the UNFCCC secretariat after consultation and upon written approval of the Donor.

Within 60 days of the submission of the above reports, the UNFCCC secretariat will return to the Donor funds above EUR 5,000 which, at the completion of activities, are not disbursed or are found not to be accounted for or spent in accordance with this Contribution Agreement, unless otherwise agreed in writing by the Parties. Any such funds shall be transferred into bank account to be agreed by the Parties.

## **6. ANNOUNCEMENTS**

Where appropriate, and in consultation with the Donor, the UNFCCC secretariat will acknowledge the contribution in any reference made by it with respect to the Project in publications, speeches, press releases or other similar communications.

## **7. CORRUPTION**

The Parties declare their commitment to counteract corrupt practices in the execution of this Contribution Agreement. Further, the Parties commit themselves not to accept, either directly or indirectly, as an inducement or reward in relation to the execution of this Contribution Agreement, any kind of offer, gift, payments or benefits, which would or could be construed as illegal or corrupt practice. The Parties shall inform each other of any indication of corruption or misuse of the contribution that comes to their attention.

## **8. 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 Parties are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, the UNFCCC secretariat recognizes its obligation to comply with any applicable sanctions imposed by the UN Security Council. The UNFCCC secretariat 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.

## **9. PREVENTION OF MISCONDUCT**

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'). The UNFCCC secretariat shall take robust and prompt action in response to any Misconduct. The zero-tolerance policy applies to UNFCCC secretariat staff members, individual contractors, vendors, implementing partners, responsible parties and any other third parties which are engaged by the UNFCCC secretariat in relation to the activities as indicated in the specific agreements with such individuals and third parties.

To this end, the UNFCCC secretariat 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 UNFCCC secretariat regulations, rules, procedures and policies.

If the UNFCCC secretariat becomes aware of any credible allegations of Misconduct, it will, in accordance with its regulations, rules, policies and procedures, report such allegations of Misconduct as provided in such regulations and rules including, as required, to the Investigations Division of the Office of Internal Oversight Services (OIOS), the internal oversight body of the United Nations.

Subject to any applicable regulations and rules, including but not limited to those of the OIOS, the UNFCCC secretariat will notify the Donor on the progress of any matter involving suspected Misconduct relating to the use of its funding.

## **10. SETTLEMENT OF DISPUTES**

Each party shall use reasonable efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contribution Agreement or its breach, termination or invalidity. Where the Parties may wish to seek 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.

Any dispute, controversy or claim between the Parties arising out of or relating to this Contribution Agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within sixty days (60) 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 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.

## **11. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contribution Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UNFCCC secretariat.

## **12. REPRESENTATIVES/NOTICE**

For purposes of this Contribution Agreement and any notices hereto, the UNFCCC secretariat hereby designates Mr. Daniele Violetti, Acting Director, AS/HR/ICT division, UNFCCC secretariat as its authorized representative. Any notice or communication shall be addressed to:

Mr. Daniele Violetti  
Acting Director, AS/HR/ICT division  
UNFCCC Secretariat  
P.O Box 260124  
D-53153 Bonn  
Germany

For purposes of this Contribution Agreement and any notices hereto, the Donor hereby designates Mr. Guy Rayée, Acting Director-General DG Development Cooperation. Any notice or communication shall be addressed to:

Mr. Guy Rayée  
Acting Director-General DGD  
FPS Foreign Affairs, Foreign Trade and Development Cooperation  
Karmelietenstraat 15  
1000 Brussels  
Belgium

## **13. ENTRY INTO FORCE, TERMINATION**

This Contribution Agreement shall enter into force on the date of its signature or, if signed by the Parties on different dates, on the date of the last signature and shall remain in force until both Parties have fulfilled all obligations arising from it. Whether these obligations shall be regarded as fulfilled, shall be determined in consultation between the Parties.

Each party may terminate this Contribution Agreement upon 30 days' written notice to the other Party. Subject to the maximum amount of the contribution, all expenses incurred by the UNFCCC secretariat in implementing the activities and accounted for, prior to the termination, shall be paid for by the Donor and the UNFCCC secretariat will also be reimbursed for any costs incurred due to the cancellation of obligations as a result of the termination and/or for those obligations, incurred prior to the termination, that cannot be cancelled. The UNFCCC secretariat will make reasonable efforts to terminate any existing commitments that can be terminated, with minimum penalties to the extent possible.

Any unspent funds not committed at the effective date of termination shall be repaid to the Donor without delay into a bank account agreed by the Parties.

#### **14. MISCELLANEOUS**

Unless otherwise specifically provided, nothing in this Contribution Agreement shall imply the assumption of any responsibility by the Donor, for any aspect of the organization, management, or financing of the Project.

Notwithstanding anything in this Contribution Agreement, the Donor does not, by financial or other assistance to the UNFCCC secretariat, undertake any responsibility for errors, negligence or mismanagement by the UNFCCC secretariat.

This Contribution Agreement shall not be assigned without the prior written consent of the Donor. No assignment of this Contribution Agreement shall relieve the UNFCCC secretariat from any obligation under this Contribution Agreement or impose any liability on the Donor.

The Donor reserves the right to suspend payment or claim repayment in full or in part if the funds are found to be misused or not satisfactorily accounted for.

Neither Party shall use the name or logo of the other Party without its prior written permission.


The UNFCCC secretariat shall own any and all intellectual property rights created during the course of the implementation of the activities and paid for with the contribution.

The UNFCCC secretariat and the Donor may amend the terms and conditions of this Contribution Agreement, provided that such amendment is in writing and signed and dated by the authorized representatives of both Parties.

#### **15. ENTIRE AGREEMENT**

This Contribution Agreement constitutes the entire agreement between the Parties with respect to the contribution, and supersedes any prior agreements, arrangements or understandings between them of any kind.

The Parties have executed this Contribution Agreement as of the day(s) and year shown below.

<p><b>For the Government of Belgium</b></p>  <p>SIGNED AT <u>Brussels</u> SIGNED ON <u>30 SEP. 2021</u></p> <p>Ms. Meryame Kitir Minister of Development Cooperation and Major Cities Policy</p>	<p><b>For the secretariat of the United Nations Framework Convention on Climate Change, the Kyoto Protocol and the Paris Agreement</b></p> <p>SIGNED AT _____ SIGNED ON _____</p> <p>Mr. Ovais Sarmad Deputy Executive Secretary</p>
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## Annex

### 1. Title of the project:

Strengthen the capacity of developing countries to prepare and manage national greenhouse gas inventories as a basis for effective transparency framework under the Paris Agreement

### 2. Objectives of the project:

This project aims to improve the institutional arrangements and the technical capacity of developing country Parties in order for them to improve and maintain their national energy statistics and balances as a means to reinforcing transparency in reporting national GHG inventories and mitigation actions in accordance with the reporting requirements under the ETF of the Paris Agreement.

In particular, the initiative is designed to address national circumstances of developing countries regarding their energy statistics and energy balance, and their connection with the requirements for the energy sector of the national GHG inventories.

### 3. Individual activities:

ACTIVITY	TIMELINE
Recruitment of one P3 and one G4 staff member	31/08/2021 to 31/12/2022
Recruitment of one consultant to develop training materials and work with one pilot country to test/validate the approach and materials	15/08/2021 to 10/02/2022
Hosting of IT tool to support the implementation of work for national energy statistics and balances	01/09/2021 to 31/12/2022
Rental of facilities and logistics for 3 online national workshops on energy statistics and balances in one pilot country	01/10/2021 to 31/12/2021
Recruitment of two consultants to perform coaching work with six countries to improve their institutional arrangements and technical capacity to improve and maintain national	10/02/2022 to 31/12/2022
Recruitment of six consultants to prepare and run country in-depth analysis of institutional arrangements and technical capacity to improve and maintain national energy statistics and balances	10/02/2022 to 31/12/2022
Rental of facilities and logistics for six country national workshops on energy statistics and balances	15/02/2022 to 31/12/2022

Organize travel of staff, consultants and country experts to attend national country workshops	15/02/2022 to 31/12/2022
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#### 4. Outputs and their use:

OUTPUTS/RESULTS	USAGE
Checklist to collect the findings from the Quality Assurance (QA) of the pilot country and to assess the mapping of the latest information available in the country in order to tailor the training to the needs identified.	<ul style="list-style-type: none"> <li>Mapping of information to determine the training needs of the pilot country.</li> </ul>
Training materials to support the development, implementation and management of regular energy surveys.	<ul style="list-style-type: none"> <li>Training materials are available for testing/validation with the pilot country and refined as/if needed prior to implementation with six other countries.</li> </ul>
Examples of institutional arrangements for the energy statistics and the definition of “default” roles and responsibilities for the compilation of energy statistics.	<ul style="list-style-type: none"> <li>Materials are available for testing/validation with the pilot country and refined as/if needed prior to implementation with six other countries</li> </ul>
Training materials on the use of energy statistics for developing energy balances, including the information requirements, data flows, and methodological issues to be addressed for the development of energy balances.	<ul style="list-style-type: none"> <li>Training materials are available for testing/validation with the pilot country and refined as/if needed prior to implementation with six other countries.</li> </ul>
Assistance is provided to countries for the development and use of energy indicators and Sankey diagrams to enhance their national capacity on energy statistics.	<ul style="list-style-type: none"> <li>Tailored training is delivered to countries.</li> </ul>
An improvement plan template for the energy sector is developed and assistance is provided to the pilot country to document it.	<ul style="list-style-type: none"> <li>Improvement plan template is available and documented by the country.</li> </ul>

#### 5. Project budget: in EUR

Cost Object and Description	Cost in EUR		
	Year 1	Year 2	Total
Staff and other Personnel costs	132,000	291,600	423,600
Contractual Services	5,000	15,000	20,000
General Operating and Other Costs	30,000	138,600	168,600
Supplies, Commodities, Materials			
Equipment, Vehicles and Furniture including Depreciation			
Transfers and Grants Counterparts			



Travel		55,500	55,500
Indirect support costs	21,710	65,090	86,800
<b>Grand Total</b>	<b>188,710</b>	<b>565,790</b>	<b>754,500</b>