

**FINANCING AGREEMENT FOR THIRD PARTY DONORS
BETWEEN THE GOVERNMENT OF BELGIUM (THE DONOR) AND
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**

WHEREAS the Donor hereby agrees to contribute funds to UNDP (hereinafter referred to as “the Contribution”) for the implementation of Biodiversity Finance Initiative (BIOFIN) Phase II (hereinafter referred to as “the Programme”), as described in the Project document [Project no: 00106358, The Biodiversity Finance Initiative – BIOFIN – Phase II], in Niger, and submitted to the Donor for information. Add the Donor’s reference, if any.

WHEREAS UNDP is prepared to receive and administer the Contribution for the implementation of the Programme

WHEREAS the Government of Niger has been duly informed of the Contribution of the Donor to the Programme,

WHEREAS UNDP shall designate an Implementing Partner for the implementation of the Programme (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 the amount of in EURO equivalent to USD 500,000 (per the UN operational exchange rate) at the time of the payment. The Contribution shall be deposited in the below account:

Bank name	Account name	Account number	IBAN/ABA	SWIFT code	Additional account information
BANK OF AMERICA - LONDON	UNDP Contributions (EURO) Account	600862722022	GB59BOFA16505062722022	BOFAGB22	Sort code: 16-50-50

Schedule of payments¹
01 November 2021

Amount
EURO amount equivalent to
USD 500,000.

¹ It is recommended that country offices negotiate the number of installments to ensure at least six months’ anticipated disbursements are funded with each installment. This will make processing of contributions and reporting more efficient for the country offices.

(b) 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, [Project no: 00106358, The Biodiversity Finance Initiative – BIOFIN – Phase II], donor reference (if available). This information should also be included in the bank remittance advice when funds are remitted to UNDP.

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 Programme 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 Programme 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 endeavors to make available to UNDP the additional funds required. All losses (including but not limited to losses as result of currency exchange fluctuations) shall be charged to the Programme.
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 Programme under this Agreement may be reduced, suspended or terminated by UNDP.

Article III. Administration and reporting

1. Programme management and expenditures shall be governed by the regulations, rules policies and procedures of UNDP and, where applicable, the regulations, rules, 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.
 - (a) From the country office (or relevant unit at headquarters in the case of regional and global projects) an annual status report of Programme progress for the duration of this Agreement, as well as the latest available approved budget.
 - (b) From UNDP Bureau for Management Services/Offices of Financial Resources Management, an annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year.
 - (c) From the country office (or relevant unit at headquarters in the case of regional and global projects) within six months after the date of completion or termination of this Agreement, a final report summarizing Programme activities and impact of activities as well as provisional financial data.
 - (d) From UNDP Bureau for Management Services/Offices of Financial Resources Management, on completion of the Programme, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the Project.
2. If special circumstances so warrant, UNDP may provide more frequent reporting at the expense of the Donor. The nature and frequency of this reporting shall be detailed in an annex to this Agreement.

Article IV. General Management 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 headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the Contribution shall be charged a fee equal to at least 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 Programme budget against a relevant budget line and borne by the Programme accordingly.
2. The aggregate of the amounts budgeted for the Programme, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the Programme under this Agreement as well as funds which may be available to the Programme for Programme costs and for support costs under other sources of financing.

Article V. Evaluation

All UNDP Programmes and Projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of Niger 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 and 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 Programme have been completed in accordance with the Prodoc.
2. Notwithstanding the completion of the Programme, UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Programme have been satisfied and Programme 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 placed separately and at the disposal of the Donor. This amount can, upon prior approval from the Donor, be reallocated to existing or new programme(s)/project(s) or can be added to the regular resources of UNDP. In case of the latter, these additions will be considered a prepayment of core contributions to the UNDP. This amount will be checked once a year by the Participants. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reimbursed to 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 programme country Government, and provided that the funds from the Contribution already

received are, together with other funds available to the Programme, sufficient to meet all commitments and liabilities incurred in the implementation of the Programme. 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 Programme have been satisfied and Programme activities brought to an orderly conclusion.

3. In cases where this Agreement is terminated before Project completion any funds below 5,000 USD shall be placed separately and at the disposal of the Donor. This amount can, upon prior approval from the Donor, be reallocated to existing or new programme(s)/project(s) or can be added to the regular resources of UNDP. In case of the latter, these additions will be considered a prepayment of core contributions to the UNDP. This amount will be checked once a year by the Participants. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reimbursed to the Donor.

Article X. Fraud and Anti-Corruption Measures

The Parties agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, UNDP shall maintain standards of conduct to govern the performance of its staff, including of corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.

Article XI. Anti-Terrorism Measures

1. Consistent with numerous United Security Council resolutions, including S/RES/1269 (1999), S/RES 1368 (2001), and S/RES/1373 (2001), both the Donor and UNDP are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of UNDP to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, UNDP undertakes to use reasonable efforts to ensure that none of the Donor funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

Article XII: SEAH Measures

1. Consistent with the UNGA Resolution A/RES/73/148 for the definition of sexual harassment and UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse, UNDP embraced fully the Zero-tolerance-for-inaction approach to tackling sexual exploitation, abuse and harassment (“SEAH”), in all its activities. UNDP will take appropriate measures to prevent any obstructive and unethical practices (including harassment, sexual harassment, sexual exploitation and abuse, and other forms of misconduct) in accordance with its applicable regulations, rules, administrative issuances, policies and procedures. In the event that UNDP receives reports of allegations of proscribed practices, where warranted, and to the extent consistent with its authority and accountability framework, UNDP will take timely and appropriate action to stop such practice and investigate the allegation. The Agency will consider appropriate action in accordance with its regulations, rules,

administrative issuances, policies and procedures, among others the possibility of disciplinary measures. UNDP will inform the Government of Belgium of any credible allegations of proscribed practices, with regard to any activities of UNDP, that would be of significant impact to its partnership with the Government of Belgium as determined by UNDP to the extent that UNDP is aware of the allegations and their relation to the activities funded by this agreement, as appropriate, and without compromising the safety, security, privacy and due process rights of any concerned person.

Article XIII: Coordination Levy

Pursuant to paragraph 10(a) of United Nations General Assembly Resolution A/RES/72/279 (31 May 2018), the Donor agrees that an amount corresponding to 1% of the total contribution to UNDP shall be paid to finance the United Nations Resident Coordinator System. This amount, hereinafter referred to as the “coordination levy” will be held in trust by UNDP until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund, which has been established to finance the United Nations Resident Coordinator System and is managed by the United Nations Secretariat.

The Donor acknowledges and agrees that once the coordination levy has been transferred by UNDP to the United Nations Secretariat, UNDP is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies entirely with the United Nations Secretariat as the manager of the Resident Coordination System.

The Donor acknowledges and agrees the coordination levy does not form part of UNDP’s cost recovery and is additional to the costs of UNDP to implement the activity or activities covered by the contribution. Accordingly, there is no obligation for UNDP to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by UNDP. As deemed necessary by the donor, however, especially where the scale of the resources concerned or reputational risk justify the refund transaction costs, the donor can submit a request for refund to the United Nations Secretariat directly.

UNDP will not administer the coordination levy. UNDP will not report on the use of the coordination levy. UNDP does not have any liability on the use of the coordination levy by the United Nations Secretariat. Clarifications on the administration, reporting and/or use of the coordination levy by the United Nations Secretariat shall be discussed by the Donor and the United Nations Secretariat on bilateral basis.

A Contribution of \$495,049.50 is made under the Agreement. In addition to the Contribution amount, the Donor is paying a coordination levy amount of \$4,950.50. This coordination levy amount will be transferred to UNDP at the bank account indicated in the Agreement immediately after its signature

Article XIV: Notice

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

- (a) To the Donor:
Guy Rayée, acting director-general
Directorate-General for Development Cooperation

Address: Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation
Karmelietenstraat 15
1000 Brussel

- (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: Annemarie.vanderavort@diplobel.fed.be

Attention: Annemarie Van der Avort (point of contact for this file)

- (c) To UNDP:
Ms. Adriana Dinu, Deputy Assistant Administrator, Deputy Director, Bureau for Policy and Programme Support

Address: United Nations Development Programme

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. 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 the Donor:

For the United Nations Development Programme:



Meryame Kitir

Ms. Adriana Dinu

Minister of Development Cooperation
and Major Cities Policy

Deputy Assistant Administrator
Deputy Director
Bureau for Policy and Programme Support

(Date)

30 SEP. 2021

(date)