

# **Project Agreement**

## **BETWEEN**

THE UNITED NATIONS OFFICE FOR PROJECT SERVICES

AND

THE GOVERNMENT OF BELGIUM

CONCERNING

FUND MANAGEMENT SUPPORT TO THE "NDC PARTNERSHIP"







WHEREAS the United Nations Office for Project Services (hereinafter referred to as "UNOPS") and the Government of Belgium (hereinafter referred to as "Funding Source" or "Donor", collectively with UNOPS as "Parties") herewith conclude a Project Agreement (hereinafter referred to as "Agreement") in support to The NDC Partnership (hereinafter referred to as "Project");

WHEREAS The Government of Belgium, acting through its directorate-general for development cooperation, in accordance with its objectives to address the issue of climate change wishes to contribute to the NDC Partnership, a voluntary contribution to be disbursed in accordance with the terms and conditions set out in this Agreement.

WHEREAS, UNOPS is a subsidiary organ established by UN General Assembly decision 48/501 of 19 September 1994 as a central resource for the UN system in procurement, contracts management and other capacity development activities, as well as its value in providing efficient, cost-effective services to partners in its specialized areas;

WHEREAS, UNOPS is committed to providing advisory, implementation and transactional support services in sustainable project management, infrastructure and procurement;

WHEREAS, the NDC Partnership is a coalition of more than 180 countries, institutions and civil society organisations, who leverage their resources and expertise to support countries to implement their NDCs and combat climate change in the spirit of the Paris Agreement and the 2030 Agenda for Sustainable Development, and avail themselves of the unprecedented opportunity to align the climate and sustainable development agendas to spur sustainable economic growth and improve the livelihoods of all people;

WHEREAS, UNOPS has agreed to receive the contribution and manage it in accordance with established obligations between UNOPS and other donors to the Project;

WHEREAS, UNOPS has agreed to manage the contribution as described in this Agreement.

Now Therefore, the Parties hereto mutually agree to the following terms and conditions:





- 1. The total contribution from the Government of Belgium for 2022 shall be EUR 2 Mil (the "Contribution") as set out in this agreement in Annex 4. It is the intention of the Government of Belgium to continue to contribute yearly to the NDC Partnership Action Fund at least at the same level through 2024, subject to approval and within its financial means.
- 2. This Agreement shall commence upon countersignature and shall continue until 31 December 2024, unless terminated earlier in accordance with the terms of this Agreement.
- 3. The Fund Management Support to NDC Partnership, financed through the present Agreement, operates under the overall work program of the NDC Partnership and focuses specifically on enhancing country engagement to expand and accelerate implementation of NDCs at country level. Activities under the Fund Management Support agreement are implemented in close coordination with those activities of the NDC Partnership implemented by WRI and UNFCCC (further details of which are set out in Annex 2).
- 4. The Contribution shall be used to finance the activities and the categories of expenditures set forth in the "Work program of the NDC Partnership" attached hereto as Appendix C, and shall be administered by UNOPS on behalf of the Government of Belgium in accordance with the terms of this Agreement.
- 5. The Agreement shall include the following Annexes and Appendices, which form an integral part hereof and which shall take precedence over one another in case of conflict in the following order:
  - Annex 1: Standard Provisions.
  - Annex 2: Cooperation Agreement between WRI, UNFCCC and UNOPS for Supporting the Work of the NDC Partnership including:
    - Appendix A: Roles and Responsibilities of WRI, UNFCCC, UNOPS, Steering Committee (SC), Co-Chairs And The Support Unit (SU)
    - o Appendix B: Steering Committee and Co-Chair Terms of Reference; and
  - Annex 3: Work Program of the NDC Partnership (Summary)
    - Appendix C: Work Program of the NDC Partnership (Full)
  - Annex 4: Contribution Outline
    - Appendix D: Indicative Budget
  - Appendix E: NDC Partnership Proposal to the Government of Belgium
  - Appendix F: PAF Operating Manual

The total amounts paid by the Government of Belgium shall match the amounts as recorded in Annex 4. The Contribution will be paid in one instalment as soon as reasonably practicable following countersignature of this Project Agreement.





## Before December 31, 2022

#### 2.000.000 EUR

The Donor acknowledges that the Recipient Agency will not pre-finance Activities. If the Contribution, or any part of it, is not received in a timely manner, the Activities may be reduced or suspended by the Recipient Agency with immediate effect.

The Contribution will be paid into one of the following accounts:

Account Details	Bank Name	JP Morgan Chase
	Beneficiary Name	UNOPS
	Account	323846017
	Swift Code	CHASUS33
	Other	ABA# 021000021
Currency	US Dollars \$	
Bank Address	JP Morgan Chase, 277 Park Avenue, 23rd Fl., New York, NY 10172 USA	

Account Details	Bank Name	BBVA Banco Bilbao Vizcaya Argentaria S.A.
	Beneficiary Name	UNOPS





	Account	0201545592
	Swift Code	BBVAESMM
	Other	IBAN: ES6201823994020201545592 Clearing code: 0182 Branch code: 3994
Currency	EUR €	
Bank Address	BBVA, Calle Clara del Rey 26, Madrid, Spain	

When making such transfers the Government of Belgium will notify UNOPS, Support Services (for the attention Magdalena BALOCOVA, Head of Support Services, UNOPS ECR, AUMCO) by email (magdalenab@unops.org) of the following:

- a. the amount transferred;
- b. the value date of the transfer;
- c. that the transfer is from the Donor pursuant to this Agreement.

Any notice to the Government of Belgium shall be addressed to:

# Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation

Directorate-General for Development Cooperation MD8 Climate and Environment Karmelietenstraat 15 1000 Brussel

e-mail: Annemarie.vanderavort@diplobel.fed.be

Any notice to UNOPS shall be addressed to:

Romeo BERTOLINI, Team Lead, Senior Program Manager NDC Partnership,





#### **UNOPS ECR AUMCO**

Platz der Vereinten Nationen 1, 53113 Bonn, Germany

Telephone: +49 170 228 3966

Email: <a href="mailto:romeob@unops.org">romeob@unops.org</a> and <a href="mailto:Romeo.Bertolini@ndcpartnership.org">Romeo.Bertolini@ndcpartnership.org</a>

In witness of these terms and conditions, the authorized representatives of the Parties execute this Agreement in duplicate in the English language.

#### **AGREED AND ACCEPTED:**

On behalf of the Donor:

On behalf of UNOPS:

(Signed)

Meryame Kitir Minister of Development Cooperation and Major Cities Policy

Date:

19 OKT. 2022

(Signed)

Moin Karim Regional Director, ECR

Date:



