

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 implementation of the Enhanced Transparency Framework under the Paris Agreement” (hereinafter referred to as the “Project”)

Contribution: EUR 750,000.00

2. PROJECT DESCRIPTION AND IMPLEMENTATION

1. The contribution governed by this Contribution Agreement shall be utilized to fund activities carried out between 01/12/2023 and 31/12/2024 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.
2. 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,¹ as well as the countries belonging to the Francophone and Lusophone clusters of the Partnership on Transparency in the Paris Agreement (PATPA),² in which Belgium is also involved.
3. 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

1. Subject to the provisions of this Contribution Agreement, the Donor will make a contribution of **EUR 750,000.00** to the UNFCCC secretariat, which includes a 13% administrative fee to cover UNFCCC secretariat’s indirect costs.
2. The amount of contribution provided herein is definitive.
3. The contribution will be paid by the Donor in accordance with Article 5.A., below.

4. RECORDS AND MANAGEMENT OF THE CONTRIBUTION

¹ The Belgian cooperation partners countries are : Benin, Burkina Faso, Burundi, Democratic Republic of Congo, Guinea, Mali, Morocco, Mozambique, Niger, Uganda, Rwanda, Senegal, Tanzania, Palestine.

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

1. 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 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.
2. The Parties agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, the UNFCCC secretariat confirms that in accordance with the rules and regulations of the UNFCCC secretariat/United Nations, it maintains standards of conduct that govern the performance of its staff, including the prohibition of corrupt practices in connection with the award and administration of contracts, grants, or other benefits.
3. 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

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

Account name	UN Geneva General Fund
Account number	240-FP100381.0
IBAN	CH85 0024 0240 FP10 0381 0
Bank name	UBS AG
Bank address	Rue du Rhône 8, 1211 Genève 2, Switzerland
Bank number	240
Bank Swift code	UBSW CH ZH 80A
Currency	EUR
Specifying credit for:	UNFCCC VCBEL230622

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

B. Reporting

1. 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.
2. 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.

3. 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 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 UNFCCC secretariat after consultation and upon written approval of the Donor.
4. Within 60 days of the submission of the above reports, the UNFCCC secretariat will return to the Donor funds above EUR 5,000 (five thousand Euros) 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 a bank account of the Government of Belgium.

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, the 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

1. The 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 the 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.

2. 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's regulations, rules, procedures and policies.
3. If the UNFCCC secretariat becomes aware of any credible allegations of Misconduct, the UNFCCC secretariat 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.
4. 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. SEXUAL EXPLOITATION, ABUSE AND HARASSMENT (SEAH)

1. The Parties agree on a zero-tolerance-for-inaction approach to tackling sexual exploitation, abuse and harassment ("SEAH"), as defined in 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.
2. This means that the UNFCCC secretariat, will take all reasonable steps to prevent SEAH of any person linked to the delivery of this project by its employees and respond appropriately when reports of SEAH arise.
3. When the UNFCCC secretariat becomes aware of suspicions or complaints of SEAH, the UNFCCC secretariat will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the survivor.
4. Unless disclosure of such information would be inconsistent with the regulations, rules, policies, procedures and contractual obligations of the UNFCCC secretariat, the UNFCCC secretariat will notify the Donor of any credible allegations of SEAH involving contractual partners of the UNFCCC secretariat paid from the Donor's contribution or where the UNFCCC secretariat has determined that the allegations would have a significant impact on the partnership between the Parties.
5. The Donor may request the UNFCCC secretariat to provide information on measures taken by its contractual partners on credible allegations of SEAH, unless disclosure by the UNFCCC secretariat of such information would be inconsistent with the regulations, rules, policies, procedures and contractual obligations of the UNFCCC secretariat.
6. The obligations of this Article constitute material obligations of this specific agreement.

11. SETTLEMENT OF DISPUTES

1. 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.

2. 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.

12. 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.

13. REPRESENTATIVES/NOTICE

1. For purposes of this Contribution Agreement and any notices hereto, the UNFCCC secretariat hereby designates Mr. Daniele Violetti, Senior Director, Programme Coordination Department, UNFCCC secretariat as its authorized representative. Any notice or communication shall be addressed to:

Mr. Daniele Violetti
Senior Director, Programme Coordination Department
UNFCCC secretariat
P.O Box 260124
D-53153 Bonn
Germany
Email: DVioletti@unfccc.int

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

Ms. Heidy Rombouts
Director-General DGD
FPS Foreign Affairs, Foreign Trade and Development Cooperation
Karmelietenstraat 15
1000 Brussel
Email: heidy.rombouts@diplobel.fed.be (copy message to
Annemarie.vanderavort@diplobel.fed.be and
Camille.reyniers@health.fgov.be)

14. ENTRY INTO FORCE, TERMINATION

1. This Contribution Agreement shall enter into force on the date of its signature, or, if signed by the Parties on different dates, then on the date of the latter 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.
2. 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.

3. Upon acceptance of the final financial report by the Donor (to be provided by April 30, 2025), any unspent funds not committed by December 31, 2024, shall be repaid to the Donor into a bank account of the Government of Belgium.


15. MISCELLANEOUS

1. 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.
2. 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.
3. 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.
4. 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.
5. Neither Party shall use the name or logo of the other Party without its prior written permission.
6. 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.
7. 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.

16. 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 with respect to the said contribution.

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

<p>For the Government of Belgium</p>  <p>SIGNED AT <u>Brussels</u> SIGNED ON <u>31. 08. 2023</u></p> <hr/> <p>Ms. Caroline Gennez Minister of Development Cooperation and Major Cities Policy</p>	<p>For the secretariat of the United Nations Framework Convention on Climate Change, the Kyoto Protocol and the Paris Agreement</p> <p>SIGNED AT _____ SIGNED ON _____</p> <hr/> <p>Mr. Simon Stiell Executive Secretary</p>
--	--

Annex 1

1. **Title of the project:** Strengthen the capacity of developing countries to prepare and manage national greenhouse gas inventories as a basis for effective implementation of the Enhanced Transparency Framework under the Paris Agreement.

A sub-component of the aggregated project entitled "Support for developing countries to implement MRV and the ETF, including through the work of the CGE".

200-004/SB-014974

2. **Objectives of the project:**

Assist developing countries to develop and maintain sustainable national GHG inventory management systems and apply the 2006 Intergovernmental Panel on Climate Change (IPCC) guidelines for national GHG inventories to serve as a basis for effective implementation of the Enhanced Transparency Framework under the Paris Agreement.

3. **Outputs and their use:**

OUTPUTS/RESULTS	USAGE
Contribution to enhanced capacities of developing countries in establishing and/or maintaining sustainable national GHG inventory management systems will lead to greater transparency through the development and submission of quality national GHG inventory reports on a continuous basis.	The successful use and dissemination of training materials on the setting-up of sustainable national greenhouse gas inventory management systems will facilitate their implementation and contribute to the improvement of the preparation of national GHG inventory reports from developing countries, thereby leading to improved accuracy, consistency and transparency of information reported in their national reports.
Understanding and applying best practices relevant to the setting-up of domestic components of the Enhanced Transparency Framework under the Paris Agreement.	Linking the setting-up of sustainable national GHG inventory management systems with the training of developing country experts on the latest IPCC methodology for national GHG inventories will be done with the objective of providing a sound basis for mitigation actions and quantification of their effects as important component of the Nationally Determined Contributions.
Workshops/meetings/missions at the regional, sub-regional and national level for the training of national GHG inventory teams on tools that will improve the inventory compilation process; disseminate information on	The dissemination of the most up-to date information on the process of, and preparation of national reports, as well as the tools and methods available to developing countries for their national GHG inventories, is critical for the timely delivery of quality national reports. The dissemination of such information is done

<p>the use of the UNFCCC guidelines, and exchange of experience among experts on issues relating to the preparation of national GHG inventories and related issues.</p>	<p>at the international, regional, sub-regional and national level.</p>
<p>Quality assurance workshops of national GHG inventory management systems and reports will improve the GHG inventories quality and transparency of reporting from developing countries.</p>	<p>Quality assurance of national GHG inventory management systems and inventory reports will, on a voluntary basis, enhance the capacity of national experts involved in the process of the preparation of national greenhouse gas inventories to develop high quality, transparent, national inventory reports and maintain sustainable national GHG inventory management systems. The quality assurance workshops will also increase the field of inventory experts eligible to participate in official UNFCCC technical examinations and reviews, as all participants of the workshops will be required to be registered on the UNFCCC Roster of Experts.</p>
<p>Dissemination of information on the application of the modalities, procedures and guidelines (MPGs) related to national GHG inventories will improve their understanding and implementation by developing countries.</p>	<p>The successful dissemination of information on the MPGs, related to national GHG inventories, to developing country experts is critical for the timely and comprehensive implementation of the framework for transparency of action and support under the Paris Agreement. This information will be provided through each workshop, where guidance and support will be provided to developing countries.</p>
<p>Develop training concept and materials for developing countries to understand and transparently apply the common reporting tables (CRT) and the outline of the national inventory document (NID).</p>	<p>Building on the COP 27/Glasgow outcome, the successful use and dissemination of training materials on the CRT and the NID will facilitate their implementation and contribute to the improvement of the preparation and timely submission of national GHG inventory information from developing countries, thereby leading to improved accuracy, consistency and transparency of information reported in their national reports.</p>

4. Budget estimate for Year 3 (activities from 01/12/2023 and 31/12/2024): in EUR

	Umoja Class of Expenditure	Details	Budget estimate (EUR)	Umoja Class Total EUR
FT30_Class_010 Staff personnel	Staff	1 * P3	154.000	223.000
		1 * G5	69.000	
	Consultants	Consultants for GHG and Energy QA workshops	75.000	75.000
FT30_Class_120 Contractual Services	FPA to ICT	Hosting of IT tool to support the implementation of work for national energy statistics and balances	15.000	15.000
	Contractual services		0	
FT30_Class_125 Operating Costs	Operating expenses	Rental of facilities for GHG and Energy QA workshops	231.085	231.085
	TCO	TCO for 1 * P3 and 1 * G5 staff	34.000	34.000
FT30_CLASS_160 Travel	Staff travel	Staff to travel to GHG and Energy QA workshops	59.772	59.772
	Consultancy travel	Consultants to travel to GHG and Energy QA workshops	24.160	24.160
	Travel of participants	Few participants from outside the capital city	1.700	1.700
FT30_CLASS_155 UN-PSC (13%)			86.283	
GRAND TOTAL			750.000	