AGREEMENT BETWEEN THE UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN (UN WOMEN) AND THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)

A. SUMMARY OF ACTIVITIES

Title: Enhancing Women’s Participation in Peacebuilding and Post-Conflict Planning in Liberia, Timor-Leste, and Kosovo (UNSCR 1244)

Start/End Dates: Activities start date: 20 June 2012
Activities end date: 31 January 2014

Location: Liberia, Kosovo and Timor-Leste

Contribution Amount: 447,088 USD

Contributing Agency: United Nations Entity for Gender Equality and the Empowerment of Women (UN Women)

Recipient Agency: United Nations Development Programme (UNDP)

Purpose

UN Women and UNDP, and the European Union (EU), will partner in a joint programme that pilots a model for EU/UN collaboration on Women, Peace and Security matters in three post-conflict locations. This programme aims to build upon UN Women’s institutional expertise in women’s empowerment and gender-sensitive post-conflict programming, UNDP’s extensive field presence and programming on gender equality and the EU’s political leverage and access to decision-making processes.

This partnership will be piloted in three post-conflict locations (Liberia, Timor-Leste and Kosovo) that are striving to consolidate the recovery and stabilization gains made over the past few years and where women and girls still face significant challenges to benefit equally from security and justice and to participate meaningfully in the public sphere and peacebuilding processes.

Annexes:

In the event that the terms contained in Annex(es) are incompatible with those contained in this Agreement, then the latter shall govern and prevail.

[Annex I: Activities and Budget]

Expected outcome: Strengthen the capacity and coordination of EC/UN implementation of SCR 1325

The Recipient Agency will be fully responsible for administering the Contribution in accordance with its financial regulations, rules, policies and procedures, and administrative instructions, and carrying out the Activities efficiently and effectively.
B. **BUDGET**

The total budget for the Activities is 447,088, in USD, as more fully described below and in annex 1.

<table>
<thead>
<tr>
<th>Summary of activities and BUDGET[1]</th>
<th>Annual (Years 2012-2014)</th>
<th>Total (all years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timor-Leste</td>
<td>197,500.00</td>
<td>197,500.00</td>
</tr>
<tr>
<td>Kosovo</td>
<td>120,340.00</td>
<td>120,340.00</td>
</tr>
<tr>
<td>Liberia</td>
<td>100,000.00</td>
<td>100,000.00</td>
</tr>
<tr>
<td>Total programmable amount, including direct costs</td>
<td>417,840.00</td>
<td>417,840.00</td>
</tr>
<tr>
<td>Indirect support costs</td>
<td>29,248.00</td>
<td>29,248.00</td>
</tr>
<tr>
<td><strong>Grand total</strong></td>
<td><strong>447,088.00</strong></td>
<td><strong>447,088.00</strong></td>
</tr>
</tbody>
</table>

TheContributing Agency will not be responsible for any financial commitment or expenditure made by the Recipient Agency that exceeds the budget for the Activities. The Recipient Agency will promptly advise the Contributing Agency any time when the Recipient Agency is aware that the budget to carry out these Activities is insufficient to fully implement the Activities in the manner set out in the present Agreement, including its Annex(es). The Contributing Agency will have no obligation to provide the Recipient Agency with any funds or to make any reimbursement for expenses incurred in excess of the total budget as set forth herein.

C. **COSTS RECOVERY**

The Recipient Agency’s support costs, determined in accordance with its cost recovery policy, will be paid from the Contribution, in accordance with the budget.

D. **REPORTING**

**Narrative reporting:**

The Recipient Agency will provide the Contributing Agency with narrative reports on the progress of the activities on a regular basis, as set out below:

- 31 December 2012
- 30 June 2013
- 31 December 2013
- 30 June 2014

**Financial Reporting:**

The Recipient Agency will provide the Contributing Agency with the following financial reports, prepared in accordance with the Recipient Agency’s financial regulations, rules, policies, procedures, and administrative instructions:

- 31 December 2012
- 30 June 2013
- 31 December 2013
- 30 June 2014
E. **CONTRIBUTIONS**

The total amounts paid by the Contributing Agency shall match the total budget amount. For Activities less than one year in duration the Contribution will be paid to the Recipient Agency prior to the commencement of Activities. For multi-year Activities the Contribution will be paid in instalments according to the following schedule.

Schedule of payment:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon signature of agreement</td>
<td>USD 146,588</td>
</tr>
<tr>
<td>25 June 2012</td>
<td>USD 300,500</td>
</tr>
<tr>
<td>1 January 2013</td>
<td>USD 300,500</td>
</tr>
</tbody>
</table>

The Contributing Agency 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 transferred by GLJE (General Ledger Journal Entries) based on COA provided by UNDP, the recipient agency.

When making such transfers the Contributing Agency will notify the Recipient Agency, for the attention of UNDP Contributions Unit at contributions@undp.org and adam.brown@undp.org, by email of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from the Contributing Agency pursuant to this Agreement.

F. **INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights related to the Activities will belong to the Recipient Agency. The Contributing Agency and, if applicable, the relevant programme Government will enjoy a perpetual, royalty-free, non-exclusive and non-transferable license.

G. **CORRESPONDENCE**

All correspondence regarding the implementation of this Agreement will be addressed to:

Ms. Sarah Douglas, Programme Manager, Peace and Security Section  
UN Women  
220 East 42nd Street, 17th Floor  
New York, NY 10017

Ms. Nika Saeedi, Gender Specialist,  
Bureau for Crisis Prevention and Recovery, UNDP  
1 UN Plaza, NY 10017, New York

H. **AMENDMENTS**

The present Agreement, including its Annex(es), may be modified or amended only by written agreement between the two Agencies. The amendment or modification shall become an integral part of the agreement.

I. **COMPLETION OF THE ACTIVITIES**

The Recipient Agency will notify the Contributing Agency when all Activities have been completed.
The Recipient Agency will continue to hold any part of the Contribution that is unutilized at completion of the Activities until all commitments and liabilities incurred in the carrying out of the Activities have been satisfied and all arrangements associated with the Activities have been brought to an orderly conclusion. Any contribution that remains unexpended after such commitment and liabilities have been satisfied shall be returned to UN Women.

J. TERMINATION OF THIS AGREEMENT

This Agreement will terminate upon satisfaction of all commitments and liabilities incurred in carrying out the Activities and the orderly conclusion of all arrangements associated with the Activities.

This Agreement may be terminated by either Agency at any time by written notice to the other. Termination will be effective thirty (30) days after receipt of the notice. In the event of termination under this paragraph, the two Agencies will cooperate to ensure completion of the Activities, satisfaction of all commitments and liabilities, and the orderly conclusion of all arrangements associated with the Activities.

K. REFUNDS OF UNSPENT BALANCES

Upon termination of this Agreement and following the submission of the final financial report, any unspent balance from the Contribution will be returned to the Contributing Agency, unless otherwise agreed in writing by the two Agencies.

L. SETTLEMENT OF DISPUTES

The two Agencies will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between the Executive Heads of each of the Agencies.

M. ENTRY INTO FORCE AND VALIDITY

This Agreement will enter into force upon its signature by the authorized representatives of the Parties and the transfer of the first contribution as set out in section E above in the schedule of payments and remain in force until terminated in accordance with Section J above.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in duplicate.

Signed: Ms. Saraswathi Menon, Director, Policy Division
On behalf of UN Women:

Signed: Mr. Jordan Ryan, Assistant Administrator and Director, Bureau for Crisis Prevention and Recovery
On behalf of UNDP:
<table>
<thead>
<tr>
<th>Date</th>
<th>Activity Description</th>
<th>UN Women - UNDP - EC Project 2012-2013</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.500.00</td>
<td>Fair Social Cohesion (UNDP)</td>
<td>DR 423</td>
<td>DR 423</td>
</tr>
</tbody>
</table>