**MULTI COUNTRY/SOUTH-SOUTH COOPERATION AGREEMENT**

**BETWEEN THE *[insert names of Partners]* (“THE PARTNERS”) AND**

**THE UNITED NATIONS DEVELOPMENT PROGRAMME (“UNDP”)**

**NOTE FOR COMPLETING THIS AGREEMENT**

|  |
| --- |
| **HOW TO USE THIS AGREEMENT**1. **Scope**: This Agreement should be used when the South-South Cooperation Partners are Programme Country Governments that provide any contribution of any amount, including in-kind, to UNDP coordinated Multi-Country/South – South Cooperation Projects.2. **Reporting**: In paragraph 2 of Article III (Administration and Reporting) you must choose between (i) the reporting applicable to Agreements of a foreseen duration of one year or less; and (ii) those of a foreseen duration of more than one year. This depends on the length of the project. Please delete the paragraph that is not relevant for the Agreement.3. **Project Document**: Please ensure that the Project document is Annexed to this Agreement before signature.4. **Footnotes**: Please delete **this note** and the **footnotes** in this Agreement before Signature. Any deviation to this Agreement template must be cleared by at cosupport@undp.org. Please highlight the deviations to when you send the request for clearance along with any background information regarding the deviations requested, as well as the Project Document. 5. **NOTES FOR ENSURING COMPLIANCE WITH IPSAS** 1. **Schedule of payment**: This Agreement must specify a specific date for the release of each tranche in the schedule of payments and the currency of the UNDP bank account should be the same as the currency of the contribution. Conditions to the schedule of payments are not acceptable.
2. Inform the South South Cooperation Partners to send UNDP an email to contributions@undp.org when the contribution has been sent, with the information as provided under Article 1 (b).
3. The Agreement enters into force on the day of the last signature.

***DELETE THIS PAGE WHEN THE AGREEMENT HAS BEEN COMPLETED*** |

**SOUTH-SOUTH COOPERATION AGREEMENT**

**BETWEEN THE *[insert names of the Partners]***

**(“THE PARTNERS”) AND**

**THE UNITED NATIONS DEVELOPMENT PROGRAMME (“UNDP”)**

**FOR THE PURPOSE OF IMPLEMENTING MULTI-COUNTRY/SOUTH-SOUTH COOPERATION PROJECTS**

 WHEREAS the Partners have agreed to pursue their national capacity development objectives through entering into a mutually beneficial muli-country/South-South partnership based on common objectives and solidarity.

 WHEREAS the Partners have agreed to contribute funds to UNDP on a Programme country cost-sharing basis (hereinafter referred to as “the Contribution”) for the implementation of Project [title] (hereinafter referred to as “the Project”), as described in Project document [Project no. and title] as set out in Annex I.

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

 WHEREAS the Governments of the Partners have been duly informed of the contribution to the Project,

 WHEREAS the UNDP Country office identified in this Agreement has agreed to undertake a coordinating role with the Partners;

 WHEREAS UNDP in consultation with the Partners, are each prepared to designate an Implementing Partner for the implementation of specific project activities for Project [title] (hereinafter referred to as the “Implementing Partner for project ID no. [#]”) to be carried out in their respective countries,

 NOW THEREFORE, UNDP and Partners hereby agree as follows:

**Definitions**

**South- South Cooperation for development** - refers to the process whereby two or more developing countries pursue their individual and/or shared national capacity development objectives through exchange of knowledge, skills, resources and technical know-how, and through regional and interregional collective actions, including partnerships involving Governments, regional organizations, civil society, academia and the private sector, for the individual and/or mutual benefit within and across regions. South-South Cooperation is not a substitute for, but rather a complement to North-South Cooperation.

**Government** - for the purposes of this Agreement is a Government of a State Member of the United Nations or of a specialized agency or of the International Atomic Energy Agency. A “Government” can be a national government or any branch of the government at the regional or local level duly authorized to enter into agreements with UNDP.

**Programme Country Governments** - the Government of a country or territory which, as a result of a UNDP Executive Board decision, is eligible to benefit from UNDP programme activities.

**Coordinating Office** – refers to the UNDP Country Office which has the role of, inter alia, hosting the Project Board, coordinating and liaising with representatives of all South-South Partner countries, and overseeing execution of the Project.

**Article I. The Contribution**

1. The Government of *[insert name of contributing Partner]* (hereinafter the “**Contributing Partner**”) shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of (amount in [stated currency]). The Contribution from the Contributing Partner shall be deposited in the [bank and bank account][[1]](#footnote-1),

|  |  |  |
| --- | --- | --- |
| Schedule of payments[[2]](#footnote-2)  | Amount | Receiving Partner |
| [specific date] | [specify amount] | [specify partner] |
| [specific date] | [specify amount] | [specify partner] |

**N. B. The following paragraph should be included only in the event that the Contribution is not in US dollars, otherwise, please delete this provision.**

The value of any payment, if made in a currency other than United States dollars, shall be determined by applying the applicable 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 Contributing Partner with a view to determining whether any further financing could be provided by the Contributing Partner. Should such further financing not be available, the assistance to be provided to [Project title] may be reduced, suspended or terminated by UNDP.

1. The Contributing Partner will inform UNDP when its Contribution is paid via an e-mail message with remittance information to contributions@undp.org, providing the following information: Contributing Partner’s name, UNDP country office, [Project no. and title], Contributing Partner reference (if available). This information should also be included in the bank remittance advice when funds are remitted to UNDP.

4. The schedule of payments referred to in Article I, paragraph 1, above, takes into account the requirement that the payments shall be made in advance of the implementation of planned activities in accordance with the relevant subsidiary Results and Resources Frameworks of the Project in respect of each Partner Country where project activities will be undertaken.

5. UNDP shall receive and administer the payments in accordance with the rules, regulations, policies and procedures of UNDP.

1. All financial accounts and statements shall be expressed in United States dollars.

**Delete if inapplicable**

1. **In Kind Contribution**: The Contributing Partner shall provide, at no cost to UNDP, the following [Goods][Services][Goods and Services].

Items Estimated Value Expected Date of Delivery

**<delete reference to UNDP in-kind contribution (in yellow) if inapplicable>**

UNDP shall provide the following [Goods][Services][Goods and Services].

Items Estimated Value Expected Date of Delivery

(ii) Without limiting the generality of the foregoing, the UNDP shall incur any liabilities, in connection with this Agreement or the provision of the In-kind Contribution

(iii) The Contributing Partner warrants and represents that any Contributed Goods are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in this Agreement, and shall be free from faults and defects of any kind.

(iv) The Partner shall at its own expense, indemnify, defend and hold harmless UNDP and its officials, agents and employees from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including but not limited to all litigation costs expenses arising therefrom.

**Article II. Utilization of the Contribution**

1. The implementation of the responsibilities of UNDP and of each designated Implementing Partner pursuant to this Agreement shall be dependent on receipt by UNDP of the corresponding 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 relevant activities prior to receiving the Contribution or the first tranche of the Contribution (whichever is applicable).

2. If unforeseen increases in corresponding expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP shall submit to the Contributing Partner on a timely basis a supplementary estimate showing the further financing that will be necessary in each country. The Contributing Partner shall use its best endeavors to make available to UNDP the additional funds required.

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 Contributing Partner, other sources of funds could be obtained by any of the South-South Partners. Where such funds are nevertheless not received, the corresponding activities under the Project may be reduced, suspended or terminated by UNDP.

4. Any interest revenue attributable to the Contribution shall be credited to UNDP Account, retained by UNDP and shall be utilized in accordance with established UNDP procedures.

**Article III. Administration and reporting**

1. Project management and expenditures shall be governed by the rules, regulations, policies and procedures of UNDP and, where applicable, the rules, regulations, policies and procedures of the Implementing Partner.

2. UNDP shall provide to the Contributing Partner the following reports in accordance with UNDP accounting and reporting procedures.

[2.1[[3]](#footnote-3) **For agreements of one year or less please add the following clauses**]

(a) From the country office designated as the Coordinating Office, within six months after the date of completion or termination of this Agreement, a final report summarizing Project [title] activities and impact of activities under the joint Results and Resources Frameworks of the Project as well as provisional financial data, disaggregated by country;

(b) From UNDP Bureau of Management/Office of Financial Management, an annual certified financial statement as of 31 December to be submitted no later than 30 June of the following year;

(c) From UNDP Bureau of Management/Office of Financial Management on completion of the Project, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the Project.

[2.2 **For agreements of more than one year please add the following clauses**]

1. From the country office designated as Coordinating Office an annual status report of the Project progress for the duration of this Agreement, as well as the latest available approved budget, disaggregated by country.
2. From UNDP Bureau of Management/ Office of Financial Management, an annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year.
3. From the country office designated as Coordinating Office within six months after the date of completion or termination of this Agreement, a final report summarizing Project activities and impact of activities as well as provisional financial data, disaggregated by country.
4. From UNDP Bureau of Management/ Office of Financial Management, on completion of the [Project], a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the Project.
5. If special circumstances so warrant, UNDP may provide more frequent reporting at the expense of the Contributing Partner. The nature and frequency of this reporting shall be detailed in an annex to this Agreement.

**Article IV. Administrative and 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 referred to in Article I, paragraph 1 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 at a minimum fee equal to three per cent (3%). In addition, all direct costs of implementation, including the costs of Implementing Partners, will be identified in the Project budget against the relevant subsidiary Results and Resources Frameworks and budget line and borne by the Project accordingly.

2. The aggregate of the amounts budgeted for the Project, together with the estimated costs of reimbursement for related support services, shall not exceed the total resources available to the Project under this Agreement as well as funds which may be available to the Project for Project 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 Contributing Partner in consultation with South-South Partners will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating Project including an evaluation of its contributions to respective country outcomes which are listed in the respective Evaluation Plans of the countries where the Project activities are being undertaken. UNDP shall commission the evaluation, and the evaluation exercise shall be carried out by 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, 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 Contributing Partner by the UNDP country office designated as Coordinating Office for the Project.

**Article VIII. Completion of the Agreement**

1. UNDP shall notify the Contributing Partner when all activities relating to the Project have been completed in accordance with the Project Document.

2. Notwithstanding the completion of the Project, UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Project have been satisfied and Project activities brought to an orderly conclusion.

3. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNDP shall notify Contributing Partner and consult with Contributing Partner 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) in respect of activities in each South-South Partner Country that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended in each South-South Partner Country after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with Contributing Government.

**Article IX. Termination of the Agreement**

1. This Agreement may be terminated by UNDP or by Contributing Partner after consultations between Contributing Partner, UNDP and the South-South Partners, and provided that the funds from the Contribution already received are, together with other funds available to the Project, sufficient to meet all commitments and liabilities incurred in the implementation of the Project. 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[ies] 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 Project have been satisfied and Project activities brought to an orderly conclusion.

3. In cases where this agreement is terminated before Project completion any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with Contributing Partner and the South-South Partners.

**Article X: Notice**

Any notice or correspondence between UNDP and Contributing Partner will be addressed as follows:

(a) To Contributing Partner:

 Address:

(b) Upon receipt of funds, UNDP shall send an electronic receipt to Contributing Partner’s email address provided below as confirmation that the remitted funds have been received by UNDP

 Contributing Partner email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 cc: UNDP Country Office [country X] email address:

 Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(e) In addition, UNDP shall send an electronic receipt to the Partners’ email addresses provided below as confirmation that the remitted funds have been received by UNDP:

 Partner email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 cc: UNDP Country Office [country A] email address:

 Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Partner email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 cc: UNDP Country Office [country B] email address:

 Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Partners email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 cc: UNDP Country Office [country C] email address:

 Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Article XI. Amendment of the Agreement**

 This Agreement may be amended through an exchange of letters between Contributing Partner and UNDP, in consultation with the Partners. The letters exchanged to this effect shall become an integral part of this Agreement.

**Article XII. 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 2 copies.

**For Contributing Partner:** **For the United Nations Development Programme:**

(Name) (Name)

(Title) (Title)

(Date) (Date)

1. Please note that the currency of the bank account should be the same as the currency of the Contribution. [↑](#footnote-ref-1)
2. 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. [↑](#footnote-ref-2)
3. Please choose between clause 2.1 and 2.2 depending on the length of the agreement. [↑](#footnote-ref-3)