

UNDP

NGA-2006  
NGA-22/00025/12-22  
Trygve Randal-Vold

For: 422/2022

## SPECIFIC AGREEMENT

1. Name of Project:	<i>North West Climate-Peace Hubs: A Climate Security Approach to Conflict Prevention</i> as described in the Project Document dated 13 November 2022 (hereinafter the "Project")																						
2. Agreement number	UN ref. no: 00130572 Donor ref. no NGA22/0002																						
3. Agreement Start Date:	Upon entry into force in accordance with paragraph 24, below.																						
4. Support Period	From 1 December 2022 to 30 November 2025																						
5. Agreement End Date:	The Agreement shall expire on 30 November 2025 with the completion of the Project. However, the obligations of the Parties under the Agreement will remain in force until all obligations arising from it have been fulfilled and all commitments and liabilities incurred in the implementation of the Project have been met.  The Recipient shall notify the Donor when all activities related to the Project have been completed.																						
6. Donor:	The Norwegian Ministry of Foreign Affairs																						
7. Recipient:	United Nations Development Programme; "UNDP"																						
8. Contribution Currency/Amount:	Not exceeding NOK 56 802 000 (Norwegian kroner Fifty Six Million, Eight Hundred and Three Thousand)																						
9. Payment (to be made upon written payment request): (Check one only.  <i>Each disbursement may only cover expenditures for a period of 12 months for grants from the Ministry of Foreign Affairs and NORAD but may only cover a period of 6 months from the Ministry of Climate and Environment.</i> )	<input checked="" type="checkbox"/> The Contribution and levy will be transferred in accordance with the following indicative disbursement plan: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Tentative payment due date</th> <th style="text-align: center;">Contribution in NOK</th> <th style="text-align: center;">Levy in NOK</th> <th style="text-align: center;">Total payment</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">01.12.22</td> <td style="text-align: right;">18,613,980</td> <td style="text-align: right;">188,020</td> <td style="text-align: right;">18,802,000</td> </tr> <tr> <td style="text-align: center;">01.11.23</td> <td style="text-align: right;">18,810,000</td> <td style="text-align: right;">190,000</td> <td style="text-align: right;">19,000,000</td> </tr> <tr> <td style="text-align: center;">01.11.24</td> <td style="text-align: right;">18,810,000</td> <td style="text-align: right;">190,000</td> <td style="text-align: right;">19,000,000</td> </tr> <tr> <td style="text-align: center;">Total</td> <td style="text-align: right;">56,233,980</td> <td style="text-align: right;">568,020</td> <td style="text-align: right;">56,802,000</td> </tr> </tbody> </table> <input type="checkbox"/> The full amount of the Contribution will be transferred upon entry into force of this Agreement.			Tentative payment due date	Contribution in NOK	Levy in NOK	Total payment	01.12.22	18,613,980	188,020	18,802,000	01.11.23	18,810,000	190,000	19,000,000	01.11.24	18,810,000	190,000	19,000,000	Total	56,233,980	568,020	56,802,000
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9a. Coordination Levy  <i>Only applicable for tightly earmarked funds.</i>	Pursuant to paragraph 10(a) of United Nations General Assembly Resolution 72/279 of 31 May 2018, the Donor agrees that an amount corresponding to 1% of the contribution to the UNDP shall be paid to fund 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 for the reinvigorated Resident																						

	<p>Coordinator system, which has been established to fund the UN Resident Coordinator System and is managed by the United Nations Secretariat.</p> <p>The Donor acknowledges that once the coordination levy has been transferred by the UNDP to the United Nations Secretariat, the UNDP is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies with the United Nations Secretariat as the manager of the Resident Coordinator system.</p> <p>The coordination levy does not form part of the UNDP's cost recovery and is additional to the costs of the UNDP to implement the activity or activities covered by the contribution. Accordingly, there is no normal obligation for the 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- and 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 or through the United Nations entity. The responsibility to refund the levy lies with the United Nations Secretariat, and not with the concerned entity of the United Nations.</p> <p>The coordination levy for this agreement is NOK 568,020 – Five hundred and sixty eight thousand and twenty. The tentative payment schedule, refer to clause 9, provides the breakdown of the disbursements of the coordination levy and the payments of the contribution.</p>
10. UNDP Bank Account:	<p>Account name: UNDP Contributions (NOK) Account  Account number: 70010243287  IBAN: NO4370010243287  Bank: DNB Bank ASA  Bank SWIFT code: DNBANOKK  Bank address: Stranden 21, Aker Brygge, 0021 Oslo, Norway</p>
11. Recovery Rate for Indirect Costs: (enter Executive Board decision authorizing recovery rate)	8 % of the Contribution charged on the basis of the total expenses incurred from the Contribution.
12. Project Description and Budget	The Project description and budget are included in Annex I.

<p>13. Remittance Advice to be sent to: <i>(the applicable UN Organization. Please specify the address at unit/division-level, and not to a specific person)</i></p>	<p>United Nations Development Programme UN House Plot 617/618, Diplomatic Zone, Central Area District, P.M.B 2851 Garki Abuja, Nigeria registry.ng@undp.org</p>
<p>14. Confirmation of Remittance Receipt to be sent to: <i>(the applicable Donor. Please specify the address at unit/division-level, and not to a specific person)</i></p>	<p>emb.abuja@mfa.no</p>
<p>15. Consultations: <i>(check one only if any; strike if not applicable and enter "N/a")</i></p>	<p><input checked="" type="checkbox"/> Annually, tentatively in the month of September</p> <p>Unless otherwise agreed, the Recipient shall convene and chair the consultations. The Recipient shall draft agreed minutes of the meeting and submit these within 3 weeks to the Donor for comments and approval. Each Party shall bear their own costs for participating in such consultations.</p> <p>The purpose of these consultations is to:</p> <ul style="list-style-type: none"> <li>a) review the progress of the Project</li> <li>b) discuss possible revisions of plans and budgets</li> <li>c) discuss issues of special concern for the implementation of the Project.</li> </ul> <p>The documents specified in the Framework Agreement (hereinafter the Framework Agreement) Articles V, VI and VII shall form the basis for the Annual Consultations.</p>
<p>16. Additional reporting: <i>(if any; strike if not applicable and enter "N/a")</i></p>	<p>The Recipient shall provide the following additional reporting:</p> <ul style="list-style-type: none"> <li>1. Mid-term evaluation</li> <li>2. End-of-project evaluation report</li> <li>3. Updated result framework and budget to be submitted for approval by MFA in connection with the first annual meeting.</li> </ul> <p>The costs of additional reporting to be provided hereunder shall be considered a direct cost of the Project, and be included in the budget.</p>
<p>17. Contact Persons:</p>	<p>(a) <u>For the Donor:</u> Name: Anita Krokan Title: Minister Counsellor Email: ankk@mfa.no Telephone: +234 813 989 0050</p>

	<p>(b) <u>For the Recipient:</u></p> <p>Name: Mohamed Yahya  Title: Resident Representative, UNDP Nigeria  Email: Mohamed.Yahya@undp.org  Telephone: +2349070498366</p>
<p>18. Annexes:  <i>(add additional Annexes as necessary)</i></p>	<p>Annex I: Project description, including Results Framework, Budget; and Description of Risk Management.</p> <p>Annex II: Copy of the Framework Agreement.</p>
<p>19. The Donor agrees to make the Contribution to the Recipient (together with the Donor referred to as the “Parties”), in accordance with the terms of this Specific Agreement and the Framework Agreement for the Project activities as specified in the Project description document.</p>	
<p>20. In the event that the Contribution is disbursed by the Donor subject to a tentative payment schedule as set out paragraph 9 above, the Parties agree that such schedule shall be subject to the principle that payments must be received by the Recipient in advance of any implementation of Project activities. The tentative payment schedule may be amended as agreed between the Parties in writing, to ensure that it remains consistent with the progress of the Project. If payments are not received in accordance with the payment schedule, the Recipient reserves the right to reduce, suspend or discontinue the Project.</p>	
<p>21. This Specific Agreement constitutes an agreement supplementary to the Framework Agreement between the Parties. The terms of the Framework Agreement constitutes an integral part of this Specific Agreement.</p>	
<p>22. This Specific Agreement may be modified by written agreement between the Parties. It may be terminated by mutual agreement of the Parties or by one Party providing to the other Party a written notice of termination of not less than 30 calendar days. Upon receipt by one Party of the other Party’s written notice of termination, the Parties will take all reasonable and necessary measures to conclude the implementation of the Project and complete their activities in an orderly manner. The Recipient may apply any unutilized portion of the Contribution up to the date of termination to permit the orderly conclusion of the Project, including the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties, and the settlement of contractual commitments or liabilities relating to or in connection with the Project, including in respect of any implementing partners, contractors, subcontractors, consultants or suppliers.</p>	
<p>23. Any unspent funds that according to the Framework Agreement shall be repaid to the Donor, shall be marked: “Unused funds from: (specify agreement number), (specify agreement name), and repaid to the following bank account:</p> <p>Name of the account: The Ministry of Foreign Affairs  Account no.: 7694 0512 618  IBAN no.: NO83 7694 0512 618  Swift/BIC code: DNBANOKK</p> <p>The Recipient shall inform the Donor when a repayment is made via e-mail message with remittance information to <a href="mailto:emb.abuja@mfa.no">emb.abuja@mfa.no</a> stating the agreement number.</p>	

24. This Specific Agreement will enter into force on the date it is signed for and on behalf of both Parties.

25. In witness whereof, the undersigned, acting on behalf of their respective Parties, have signed the present Agreement in the English language in two copies.

**FOR THE NORWEGIAN MINISTRY OF  
FOREIGN AFFAIRS**

Signature: K. Eiliv Lein

Title: Ambassador/Knut Eiliv Lein

Date: 2/12-22

**FOR THE UNITED NATIONS DEVELOPMENT  
PROGRAMME:**

Signature: Mohamed Yahya

Title: Representative/Mohamed Yahya

Date: 2/12/2022