

CONTRIBUTION AGREEMENT

BETWEEN

THE UNITED NATIONS OFFICE FOR PROJECT SERVICES

AND

BELGIUM MINISTRY OF FOREIGN AFFAIRS

CONCERNING

MEMBERSHIP OF THE INTERNATIONAL AID TRANSPARENCY INITIATIVE ("IATI MEMBERSHIP")

This Contribution Agreement (hereinafter referred to as "Agreement") is entered into between the United Nations Office for Project Services (hereinafter referred to as "UNOPS"), and the Belgium Ministry of Foreign Affairs, (hereinafter referred to as "Donor", collectively with UNOPS the "Parties", or individually a "Party").

WHEREAS the Donor is a signatory of IATI as the Belgium Ministry of Foreign Affairs and has endorsed the IATI Framework for Implementation;

WHEREAS all decisions taken by IATI in relation to governance of the initiative are drawn together and codified in the IATI Standard Operating Procedures (the "IATI SOP"), available at aidtransparency.net. The IATI SOP is attached hereto as Annex "I".

WHEREAS the hosting of IATI was entrusted to a consortium consisting of the following members: the United Nations Development Programme, the Government of Ghana, the Government of Sweden, Development Initiatives and UNOPS, hereinafter referred to as the "Consortium".

WHEREAS UNOPS is a self-financing entity established by United Nations General Assembly decision 48/501 of 19 September 1994 to provide, inter alia, management and other support services for the benefit of the member states of the United Nations and other mandated clients, impartially, efficiently and on a non-profit basis;

WHEREAS the UNOPS governing body, namely the UNDP/UNFPA/UNOPS Executive Board, in its decisions 2009/25 of 11 September 2009 and 2010/21 of 29 June 2010:





- Reaffirmed the mandate of UNOPS, in the context of coherence and the
 furtherance of United Nations objectives, to act as a service provider to the
 United Nations system agencies, funds and programmes, international and
 regional financial institutions, intergovernmental organizations, donor and
 recipient governments and non-governmental organizations, foundations
 and private sector;
- Reconfirmed the role of UNOPS as a central resource for the United Nations system in procurement and contracts management as well as in civil works and physical infrastructure development, including the relevant capacity development activities; and
- Recognized the potential for value-adding contributions that UNOPS can make in providing efficient, cost-effective services to development partners in the areas of project management, human resources, financial management and common/shared services;

WHEREAS the respective activities of UNOPS within the Consortium include (i) providing financial management and administrative services, including human resources and procurement; (ii) collecting membership fees and additional voluntary contributions; (iii) disbursing resources to partners; (iv) providing contract management services; and (v) ensuring the smooth running of all logistical aspects of IATI Secretariat, Technical Advisory Group and Members' Assembly meetings;

WHEREAS The Donor requests UNOPS' to receive on behalf of IATI the Membership Fee (the "Membership Fee" is either (a) the annual membership fee payable by "Providers of development cooperation" according to Sub-section 2.1.2 (b) of the IATI SOP, the level of which is set by the IATI Members' Assembly; or (b) the annual membership fee payable by "Partner Countries" according to Sub-section 2.1.3 (d) of the IATI SOP, the level of which is set by the IATI Members' Assembly).

WHEREAS UNOPS has agreed to receive the Membership Fee and manage it in accordance with pre-existing obligations between UNOPS, the members of the consortium entrusted with the hosting of IATI and the IATI Members' Assembly;

NOW, THEREFORE the Donor and UNOPS have adopted this Contribution Agreement (hereinafter referred to as the "Agreement") to establish the terms and conditions under which UNOPS shall receive and manage the Fee (hereinafter referred to as the "Services").

1. The Contribution, (hereinafter the "Contribution") in the amount of 170,000 in United States dollars, hereinafter referred to as "USD" (one hundred seventy thousand USD only) shall be administered by UNOPS on behalf of the Donor in accordance with

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- (1) UNOPS Financial Regulations and Rules, organisational directives and administrative instructions, (2) the terms of this Agreement, (3) the Standard Provisions Applicable to Core Fund Contributions to IATI and (4) the IATI SOP, as amended from time to time in accordance with its terms.
- 2. The Contribution will be used to support the implementation of IATI as from 3 September 2016 until 2 September 2018.
- 3. The Contribution will be allocated to a pool of resources that can be used for any activity falling within the work program approved by the IATI Members' Assembly (hereinafter referred to as the "Core Fund"). The deposit of the Contribution in accordance with the terms of this Agreement will qualify the Donor for membership in IATI until 2 September 2018, subject to the IATI SOP.
- The Donor will deposit the Contribution into the Core Fund.
- 5. The Contribution will be deposited by the Donor in accordance with the schedule of payments set out below, based on requests for payment from UNOPS:
 - a. Upon countersignature of this Agreement, 170,000 USD (one hundred seventy thousand *USD only*)
- 6. The Donor shall deposit the Contribution to UNOPS' bank account as follows:

Bank name:

JP Morgan Chase Bank

Account Holder's name:

United Nations Office for Project Services

(UNOPS)

Account number:

323-846017

Bank Address:

277 Park Avenue, 23rd Fl., New York, NY 10172

USA

ABA:

0210-00021

SWIFT code:

CHASUS33XXX

7. The Donor shall inform UNOPS when each deposit is made by sending a copy of the remittance information to Argjira Belegu-Shuku, Project Manager, ECR WEC, at ArgjiraB@unops.org





8. The offices responsible for coordination of all matters related to the implementation of this Agreement are, except as one party may notify the other party in writing from time to time:

For UNOPS

Argjira Belegu-Shuku Project Manager, ECR WEC

Marmorvej 51, PO Box 2695

2100, Copenhagen, Denmark

For the Donor

Antoon Van Broeckhoven

Karmelietenstraat 15

BE - 1000 Brussel

Belgium

Telephone:

+ 45 4533 7583

Tel +32 2 501 4851

Fax: Email: N/A

ArgjiraB@unops.org

E-mail: antoon.vanbroeckhoven@diplobel.fed.be

9. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any privileges and immunities of the United Nations or UNOPS or the Donor.

IN WITNESS WHEREOF, the duly authorized representatives of both Parties have signed this Agreement.

On behalf of Belgium Ministry of Foreign Affairs:	On behalf of UNOPS:
(Signed) Alexander De Croo Deputy Prime Minister and Minister for Development Cooperation, Digital Agenda, Post and Telecommunications Date:	(Signed) Moin Karim Regional Director ECR- Europe & Central Asia Region Director and Representative, Switzerland Office Date: