

**AGREEMENT BETWEEN THE GOVERNMENT OF AUSTRALIA AND UNDP
REGARDING CONTRIBUTION TO THE THEMATIC TRUST FUND FOR
CRISIS PREVENTION AND RECOVERY
AusAID Agreement 63562**

1. Pursuant to the Terms of Reference of the UNDP Thematic Trust Fund for Crisis Prevention and Recovery established by the Administrator of the United Nations Development Programme (UNDP) on 12 December, 2002, the Government of Australia (the Donor) is making available a contribution (the Contribution) of AUD 721,288.48 to be administered by UNDP in accordance with UNDP Regulations and Rules in line with the terms and conditions set out in the Terms of Reference of the above mentioned UNDP Thematic Trust Fund for Crisis Prevention and Recovery (CPR TTF).

The Contribution is intended for the following:

Project A: Sponsorship Fund support for the Negotiation Conference for the United Nations Conference on the Arms Trade Treaty (ATT)

Project B: Support for the UNDP Global Programme for Strengthening the Rule of Law in Crisis-Affected and Fragile Situations 2012 – 2015, Programme Area 5: Armed violence reduction and citizen/community security, including the Sponsorship Fund support for Programme of Action to Prevent, Combat and Eradicate the Illicit Trade in Small Arms and Light Weapons in All its Aspects (UNPoA) Review Conference.

The contribution will be channeled through the conflict-country specific window of the CPR TTF.

2. a) The Donor shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of AUD 721,288.48 (*seven hundred and twenty one thousand two hundred and eighty eight dollars and forty eight cents*). The Contribution shall be deposited in the:

UNDP (AUD) Contributions Bank
Reserve Bank of Australia
65 Martin Place
Sydney NSW 2000

Schedule of Payments
Project A: 12 June 2012
Project B: 12 June 2012

Amount
AUD 120,000
AUD 601,288.48

- b) The Donor will inform UNDP when the Contribution is paid via an e-mail message with remittance information to contributions@undp.org

3. In accordance with the decisions and directives of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution 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 a fee equal to 7%. Furthermore, as long as they are unequivocally linked to the specific project(s), all direct costs of implementation, including the costs of executing entity or implementing partner, will be identified in the project budget against a relevant budget line and borne by the project accordingly.
4. The Contribution shall be used exclusively for the purposes for which it is intended as stated in Article 1 above.
5. UNDP headquarters and country office shall provide to the Donor all or parts of the following reports, prepared in accordance with UNDP accounting and reporting procedures:
 - a) From the country office (or relevant unit at headquarters in the case of regional and global projects) within six months after the date of completion or termination of the Agreement, a final report summarizing programme/project activities and impact of activities as well as provisional financial data;
 - b) From UNDP Bureau of Management/Office of Finance and Administration, an annual certified financial statement as of 31 December to be submitted no later than 30 June of the following year.
6. After consultations have taken place between the Donor and UNDP and provided that the payments already received are, together with other co-mingled funds available to the programme/project, sufficient to meet all commitments and liabilities incurred in the execution/implementation of the programme/project, this Agreement may be terminated by UNDP or by the Donor. The Agreement shall cease to be in force 30 (thirty) days after either of the Parties has given notice in writing to the other Party of its decision to terminate the Agreement.
7. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold, unutilized payments until all commitments and liabilities incurred in the execution/implementation of all or the part of the project, for which this Agreement has been terminated, have been satisfied and project activities brought to an orderly conclusion.
8. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be returned to the Donor.
9. Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both the Donor and UNDP are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Donor to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, UNDP undertakes to use all reasonable efforts to ensure that none of the Donor funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism. If, during the course of this Agreement, UNDP discovers a link with any organization or individual associated with terrorism it shall inform the Donor immediately.

10. This Agreement stipulates the terms and conditions of the Contribution and is not an international treaty.
11. This Agreement shall enter into force upon signature by both Parties hereto on the date of last signature.

For the Government of Australia

Signature

Name and Designation: Tristen Slade, Director, Fragility and Conflict Section

Place, Date: Canberra,

For the United Nations Development Programme

Signature

Name and Designation: Jordan Ryan, Assistant Administrator and Director,
BCPR

Place, Date: New York,

