

UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT

A. SUMMARY OF ACTIVITIES

Title:	Human Resources Support to UN-Habitat (the “ <u>Activities</u> ”)
Start/End Dates:	Activities start date: 1 January 2016 Activities end date: 31 December 2016
Contribution Amount:	US\$12,200,000 (United States Dollars Twelve Million and Two Hundred Thousand) (the “ <u>Contribution</u> ”)
Contributing Agency:	United Nations Human Settlements Programme (“UN-Habitat”)
Recipient Agency:	United Nations Office for Project Services (“UNOPS”)
Nature of Activities:	Provision of Human Resource Support by UNOPS to UN-Habitat and other services if required
Annexes:	Annex 1: Memo request template Annex 2: List of personnel positions template Annex 3: Budget template Annex 4: Financial reporting template Annex 5: Matrix of responsibilities

In the event that the terms contained in Annexes above are incompatible with those contained in this Agreement, then the latter shall govern and prevail.

Expected outcome: Personnel shall be engaged by UNOPS to perform services in the UN-Habitat’s operations under UNOPS fixed-term and/or individual contractor agreements (hereinafter referred to as “FTA” and “ICAs”). FTAs and/or ICAs shall be issued in accordance with UNOPS rules and regulations.

This Agreement shall supersede any previous agreement between UNOPS and UN-Habitat on the provision of human resources services. This Agreement is a transitional measure that recognizes the benefits of UN to UN cooperation in a spirit of good faith and mutual understanding. The Parties reserve the right to re-examine and renegotiate the terms of this Agreement in line with their evolving institutional and operational needs.

B. REQUEST PROCESS

1. UN-Habitat shall request the engagement of personnel by UNOPS in accordance with the following process:

- (i) UN-Habitat's Division of Operations and Management shall coordinate inputs with the requesting office of UN-Habitat;
- (ii) Based on this, UN-Habitat's Division of Operations and Management operational focal point, Mr. Justin Bonongwe (Justin.Bonongwe@unhabitat.org), shall submit a memo request to UNOPS in accordance with the template attached hereto as Annex 1 (hereinafter referred to as "Request"). Each Request shall include a list of personnel to be engaged, in accordance with the template attached hereto as Annex 2, and a budget for the requested personnel, in accordance with the template attached hereto as Annex 3;
- (iii) Upon UNOPS indicating its acceptance of the Request, UNOPS shall advise UN-Habitat if insufficient funds have been made available for the applicable period, pursuant to Section F(1) of this Agreement. In this case, and in accordance with Section F(1)(f) of this Agreement, UN-Habitat shall provide sufficient funds to enable the activities to be implemented for the applicable period, pursuant to the budget in the Request; and
- (iv) Upon receipt by UNOPS of the applicable funds, UNOPS shall commence engagement of the relevant personnel in accordance with its responsibilities in Annex 5.

2. The terms and conditions of this Agreement shall apply to each Request submitted by UN-Habitat.

C. PRE-SELECTION

1. UN-Habitat confirms that, in selecting the personnel in each Request, it has complied with the applicable internal rules regulations and procedure.

2. Since the pre-selection is outside UNOPS' control, UN-Habitat recognizes and agrees that UNOPS shall not be accountable, or otherwise carry any liability, for the performance of the pre-selected entities above.

D. BUDGET

1. The total budget for the Activities is US\$12,200,000 (United States Dollars Twelve Million and Two Hundred Thousand).

2. The total budget for the Activities is subject to the availability of funds.

3. The total amount made available by UN-Habitat to UNOPS will include:

- (i) Centrally managed direct costs ("CMDC") of US\$10,000 (United States Dollars Ten Thousand) payable annually; and

- (ii) The value of the budget attached to each Request. Each budget shall consist of the following:
 - (a) Remuneration of the personnel engaged by UNOPS on behalf of UN-Habitat as well as applicable costs such as medical insurance, death and permanent disability insurance, service-incurred injuries and malicious act insurance;
 - (b) Locally managed direct costs (“LMDC”) of 3%; and
 - (c) Indirect costs (management fee) of 5%.

The indicative total amount of each Request shall include any additional amount arising from bank charges or third party services to be utilized by UNOPS for the Activities, in particular, in countries of operations where UNOPS has no presence.

4. UN-Habitat will not be responsible for any financial commitment or expenditure made by UNOPS that exceeds the budget for the Activities. UNOPS will promptly advise UN-Habitat any time when UNOPS 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 Annexes. UN-Habitat will have no obligation to provide UNOPS with any funds or to make any reimbursement for expenses incurred in excess of the total budget as set forth in each Request.

E. REPORTING AND PAYMENT MECHANISM TO THE ICAs

1. UNOPS will provide UN-Habitat with the following reports, prepared in accordance with UNOPS organisational directives and administrative instructions, and following the template attached hereto as Annex 4:

- (i) Interim progress report for the period 1 January 2016 to 30 June 2016, by 31 July 2016;
- (ii) Final progress report for the period 1 January 2016 to 31 December 2016, by 31 January 2017; and
- (iii) Final certified financial statement for the period 1 January 2016 to 31 December 2016, by 31 May 2017.

2. UNOPS shall submit electronically to UN Habitat by the 2nd of each month, a list of all ICA’s under contract. UN Habitat shall review and approve the payment for the ICA holders by the 10th of each month. UNOPS shall proceed with monthly salary payments as per the approved ICA list.

F. CONTRIBUTIONS

1. The total amounts paid by UN-Habitat shall match the total value of the budget in each Request as well as any other agreed payments pursuant to Section D above. The contribution will be paid as per the schedule below:

- (i) US\$10,000 (United States Dollars Ten Thousand) shall be included in the first payment within the Request for Activities for each UN Habitat office with a separate UNOPS project. The transfer of this payment shall be made by UN-Habitat with the payment for the first tranche, to cover the first two (2) month period of the budget;

- (ii) Payments as per the pay schedule in each request for activities, shall be made by UN-Habitat on a quarterly basis for the budgeted activities throughout each following two (2) month period; and
- (iii) In the event that the total value of the budgeted activities throughout a specific period exceeds the amount of the funds that have been provided by UN-Habitat for that period, UN-Habitat shall make an additional payment to UNOPS equivalent to the excess amount.
2. UN-Habitat acknowledges that UNOPS will not pre-finance Activities. If the Contribution, or any part of it, is not received in a timely manner as agreed by the Parties, the Activities may be reduced or suspended by UNOPS with immediate effect. This includes, but is not limited to, terminating the contracts of any personnel for which sufficient funds have not been made available.

3. The Contribution will be paid into the following bank account:

Bank name	:	JP Morgan Chase
Address	:	1166 Avenue of the Americas, 14th Fl., New York, NY 10036 USA
Beneficiary name	:	UNOPS
Account Number	:	323846017
Currency	:	United States Dollars (USD)
ABA Number	:	021000021
Swift code	:	CHASUS33

4. When making such transfers UN-Habitat will notify UNOPS, for the Attention of Ms. Samina Kadwani, by e-mail (saminak@unops.org) of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from UN-Habitat pursuant to this Agreement.

G. INTELLECTUAL PROPERTY RIGHTS

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

H. CORRESPONDENCE

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

For UNOPS

Name: Samina Kadwani
Title: Portfolio manager
Address: UNOPS, Bangkok
Email: SaminaK@unops.org

For UN-Habitat

Name: Andrew Cox
Title: Director, Operations and Management Division
Address: United Nations Avenue, P O Box 30030, Nairobi 00100
Telephone Number: +254 20 762 3218
Email: Andrew.Cox@unhabitat.org

I. AMENDMENTS

1. The present Agreement, including its Annexes, may be modified or amended only by written agreement between the two Agencies.

J. COMPLETION OF THE ACTIVITIES

1. UNOPS will notify UN-Habitat when all Activities have been completed.
2. UNOPS 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.

K. TERMINATION OF THIS AGREEMENT

1. Upon UN-Habitat's request, UNOPS shall terminate FTAs and/or ICAs for unsatisfactory performance.
2. 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.
3. 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.

L. REFUNDS OF UNSPENT BALANCES

Upon termination of this Agreement and within 30 days of submission of the final financial report, any unspent balance from the Contribution will be returned to UN-Habitat, unless otherwise agreed in writing by the two Agencies.

M. 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.

N. ENTRY INTO FORCE AND VALIDITY



This Agreement will enter into force upon its signature by the authorized representatives of the Parties and remain in force until terminated in accordance with Section L above.

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

On behalf of UN-Habitat:

A handwritten signature in black ink, appearing to read "Andrew Cox", written over a horizontal line.

Name: Mr. Andrew Cox

Title: Director, Management and Operations Division

Date: 23/12/2015

On behalf of UNOPS:

A handwritten signature in black ink, appearing to read "Mr. Sanjay Mathur", written over a horizontal line.

Name: Mr. Sanjay Mathur

Title: Regional Director, UNOPS

Date: Asia Region

ANNEX 1 – REQUEST FOR SERVICES

Request No: _____ Date: _____

Dear Ms. Kadwani,

RE: UN Agency to UN Agency Agreement of [date] between UN-Habitat and UNOPS

1. UN-Habitat hereby submits this Request for Services (hereinafter referred to as "Request") pursuant to the UN Agency to UN Agency Agreement of [date] (hereinafter referred to as "Agreement") between UN-Habitat and UNOPS, the provisions of which shall apply to this Request, including but not limited to Section C of the Agreement.
2. UN-Habitat hereby requests that UNOPS engage the personnel listed in the attached Annex A.
3. For the purposes of engaging these personnel, USD [insert amount in numbers] ([insert amount in words] United States Dollars) shall be provided in accordance with the budget for the following two months attached hereto.
4. Only those expenditures for which provision has specifically been made in writing shall be made by UNOPS. The total sum made available to UNOPS under this Request includes UNOPS' direct and indirect costs.
5. The Services shall be deemed to have commenced on [insert date] or upon receipt by UNOPS of sufficient funds to implement the Services, whichever comes later.
6. If, during the period covered by this Request, it is considered advisable to revise or vary any terms of this Request, then such revision or variation shall only be made with the written consent of the Parties hereto.
7. We trust that you will find the above terms acceptable, and look forward to continuing joint cooperation between our two organizations.

Yours sincerely,

Agreed on behalf of UNOPS

Name:
Title:Name:
Title:
Date:Annex A: List of personnel
Annex B: Budget

ANNEX 3 – BUDGET

ACTIVITY	COUNTRY	Budget Input	CMDC ICA	CMDC project	Management Fee 8%	EOL
	Total UN-HABITAT	-	-	-	-	-

ANNEX 4 – FINANCIAL REPORTING

	DESCRIPTION	MONETARY AMOUNT	TOTAL
FINANCIAL STATEMENT AS ON:			
Project:			
1) OPENING BALANCE			0
2) REVENUE			
DEPOSITS			
	Deposit received in XXXXX		
	Deposit received in XXXXX		
			0
MISCELLANEOUS REVENUE			
			0
INTEREST			
	Interest applied in XXXXX		
	Interest applied in XXXXX		
			0
TRANSFERS			
			0
REFUNDS			
			0
TOTAL REVENUE			
			0
3) EXPENDITURE			
DISBURSEMENTS			
	Disbursements effected in XXXXX		
	Disbursements effected in XXXXX		
			0
UNLIQUIDATED OBLIGATIONS			
	Unliquidated Obligations in XXXXX		
			0
NET EXCHANGE GAINS / LOSSES			
	Net Exchange Gains / Losses in XXXXX		
	Net Exchange Gains / Losses in XXXXX		
			0
MANAGEMENT FEES			
	Management Fees in XXXXX		
	Management Fees in XXXXX		
			0
TOTAL EXPENDITURE			0
NET SURPLUS / DEFICIT			0
CERTIFIED BY	TITLE AND DATE		

Monthly personnel table

Project : (Project ID and Project Name)
Payroll: (Month)

All amount in US\$

No.	Name	Salary	Provisional insurance	Total
1				
2				
3				
4				
5				
6				
Total		0.00	0.00	0.00
Administration fee (8%)				0.00
Grand Total				0.00

ANNEX 5 – Matrix of Responsibilities

UNOPS shall issue contracts to personnel solely in the capacity of UNHABITAT’s legal agent. The contracts issued to personnel shall contain the following provision:

This contract is issued on behalf of UNHABITAT pursuant to an agreement between UNHABITAT and UNOPS for the provision of administrative services by the latter to the former. Your contractual rights and responsibilities are with UNHABITAT and not with UNOPS. Except where the context requires otherwise, all references to “UNOPS” shall be construed as references to UNHABITAT.”

- I) UNHABITAT shall indemnify, hold and save harmless and defend at its own expense the UNOPS and its officials, agents, servants and employees from and against:
 - i. All suits, claims and demands made by any of the personnel and
 - ii. All suits, claims, demands and liability of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of any of the personnel. Without limiting the generality of the foregoing, this shall extend to suits, claims, demands and liability in the nature of worker's compensation, products liability, and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by any of the personnel.
- II) These obligations do not lapse upon the termination or expiration.
- III) Personnel will be managed and supervised by and report to the Partner (and not UNOPS).
- IV) UNOPS is not responsible for the outcome of the activities carried out by personnel, and UNOPS’ responsibilities are limited to those expressly stated in the agreement between UNOPS and the Partner.
- V) The personnel do not hold a UNOPS Delegation of Authority.

X = Main driving force
 (X) = Support/comments etc.

Respective Roles and Responsibilities of the Parties with Descriptions of Services

1.

3. Matrix of Respective Roles and Responsibilities of the Parties with List of Services
a) Local ICA

Service	Responsibility		
	LICA	UN-HABITAT	UNOPS
ICA Terms of Reference		x (develop)	x (depository)
UNOPS ICA request memorandum		x	
Budget for the deployee(s).		x	

Personal History Form (P.11)	x (P.11 completion)	x (depository)	
Fee levels		x	
Advertisement of ICA 'position'		x	
Selection process		x	
Reference Checks (including employment history and educational records)		x	
Letter of Offer		x (to be kept in ICA file)	x (issuance and sending it to proposed candidate)
Vendor Form	x (completion of form)	x (depository)	x (send the template to the candidate)
Beneficiary Form	x (completion of form)	x (to be kept in the ICA file)	x (send the template to the candidate)
UN-HABITAT Code of Conduct (CoC)	x (acknowledge the CoC)	x (to be kept in the ICA file)	
Confidentiality of Information form	x (sign the form)	x (to be kept in the ICA file)	x (depository)
Certificate of Good Health	x (to provide from registered medical doctor)		x (depository)
Vaccinations	x		x (coverage provided)
Medical coverage (including issuance of insurance cards)			x
Issuance and administration of ICA Contract			x
Induction / Standard Information Package		x	
Business cards (where applicable)		x	
E-mail address		x	
Mandatory UN-HABITAT trainings (including Protection Induction, Standard and Basic Security in the Field II, Prevention of Harassment, HIV/AIDS Awareness)	x (complet all tests)	x (provide access to UN-HABITAT online platform)	
Supervision of ICA		x	
Leave monitoring		x	
Leave administration	x	x	
Payment of ICA fees / Payslips / Payroll Information			x
Issuance of ICA fee attestations			x
Performance evaluation		x (evaluate performance)	
Issuance of UN Certificate (when applicable)			x
Travel authorization (PT.B) for missions		x	
Mission Travel Insurance / Visas (where necessary)		x	
Processing of UNDSS Security clearance (vie online TRIP system)	x		x (verification)
Issuance of UN badge / ID card		x	
Insurance for malicious acts and service-incurred injuries			x

Medical evacuation			x
Security relocation	x (adhere to UNDSS procedures)	x	
General advice to UN-HABITAT			x
General advice to ICA (regarding contractual matters and entitlements)		x	x
Grievances		x	
Investigation		x (carry out)	x (implementation based on UNHABITAT decision and upon request from UNHABITAT)
Disciplinary measures		x (decision)	x (implementation based on UNHABITAT decision and upon request from UNHABITAT)
Liabilities resulting from ICAs' service		x	
Budget / Instalments		x	
Repository of the EOLs, DAs and ICA files		x (maintain copies)	x (depository)
Client satisfaction surveys			x

b) International ICA

Service	Responsibility		
	IICA	UN-HABITAT	UNOPS
ICA Terms of Reference		x (develop)	x (depository)
UNOPS ICA request memorandum		x	
Budget for the deployee(s) . Same format as Annex B of the DA		x	
Personal History Form (P.11)	x (P.11 completion)	x (depository)	
Fee levels		x	
Advertisement of ICA 'position'		x	
Selection process		x	
Reference Checks(including employment history and educational records)		x	
Letter of Offer		x (to be kept in ICA file)	x (issue and send to proposed candidate)
Vendor Form	x (completion of form)	x (depository)	x (send template to the candidate)
Beneficiary Form	x (completion of form)	x (to be kept in the ICA file)	x (send template to the candidate)
UN-HABITAT Code of Conduct (CoC)	x (acknowledge the CoC)	x (to be kept in the ICA file)	
Confidentiality of Information form	x (sign the form)	x (to be kept in the ICA	x (depository)



		file)	
Certificate of Good Health	x (obtain from registered medical doctor)		x (depository)
Vaccinations	x		
Medical coverage	x (obtain own coverage)		x (depository)
Issuance and administration of ICA Contract			x
Induction / Standard Information Package		X	
Business cards (where applicable)		x	
E-mail address		x	
Mandatory UN-HABITAT trainings (including Protection Induction, Standard and Basic Security in the Field II, Prevention of Harassment, HIV/AIDS Awareness)	x (complete all tests)	x (provide access to UN-HABITAT online platform)	x (depository of certificates)
Supervision of ICA		x	
Leave monitoring		x	
Leave administration	x	x	
Payment of ICA fees / Payslips / Payroll Information			x
Issuance of ICA fee attestations / letters			x
Performance evaluation		x (evaluate)performance)	
Issuance of UN Certificate (where applicable)			x
Initial duty station tickets	x (purchase own ticket)		x (assist in the process)
Travel Authorization (PT.8) for assignment travel			x
Assignment Travel Insurance / Visas (where necessary)	x (obtain any required visa)		x (assist in the process)
Travel authorization (PT.8) for missions		x	
Mission Travel Insurance / Visas (where necessary)		x (issue PT.8)	(
Processing of UNDSS Security clearance (via online TRIP system)	x	X	
Issuance of UN badge / ID card		x	
Insurance for malicious acts and service-incurred injuries			x
Medical evacuation	x (to be obtained at own cost)		x (depository of certification)
Security evacuation	x (adhere to UNDSS procedures)	x	
General advice to UN-HABITAT			x
General advice to ICA (regarding contractual matters and entitlements)		x	x
Grievances		x	
Investigation		x	x

		(carry out)	(implementation of decision made by UNHABITAT upon request from UNHABITAT)
Disciplinary measures		x (decision)	x (implementation of decision made by UNHABITAT upon request from UNHABITAT)
Liabilities resulting from ICAs' service		x	
Budget / Instalments		x	
Financial reporting (including ICA lists; see Article B of the DA)			x
Repository of the EOLs, DAs and ICA files		x (maintain copies)	x (depository)
Client satisfaction surveys			x

c) FTAs*

Activities / Tasks	FTA	UNOPS	UN-Habitat
Identification of substantive staff needs/preparation of ToR			X
Review of content of ToR (assurance ToR meet UN standards)		X	
Advertisement of the position		X	
Short-listing of candidates			X
Decision on short list			X
Convening and management of the selection panel		X	
Technical input into Selection Panel			X
Selection of the candidates			X
Issuance of offer of appointment upon request from UNHABITAT		X	
Contract signing and administration including assignments and separation entitlements/procedures		X	
Payment of travel to join the project and repatriation travel upon instructions from UNHABITAT		X	
Substantive supervision and performance appraisal			X
Attendance recording / leave monitoring**			X
Leave approval/monitoring			X
Security/Evacuation management and contingency planning			X
Issuance and extension of Laissez-Passer		X	
Payment of salary and related entitlements		X	
Investigation, determining of unsatisfactory performance			X
Request for extension, foreshortening of contract or contract end			X

*UNOPS may assist UN-Habitat with the recruitment of FT Staff if requested by UN-Habitat. The contract will be issued on behalf of UNHABITAT pursuant to an agreement between UNHABITAT and UNOPS for the provision of administrative services by the latter to the former. The contractual rights and responsibilities will remain with UNHABITAT and not with UNOPS

**UN-Habitat is responsible for tracking and approving the leave and sending the documents to UNOPS for recording and updating in the system