

**DONOR AGREEMENT
BETWEEN
THE DANISH MINISTRY OF FOREIGN AFFAIRS [DANIDA]
AND
UNITED NATIONS ENVIRONMENT PROGRAMME**

WHEREAS the Conference of the Parties of the United Nations Framework on Climate Change (UNFCCC) by its decision 1/CP.16, established a Technology Mechanism consisting of a Technology Executive Committee and a Climate Technology Center and Network (hereinafter referred to as CTCN),

WHEREAS the United Nations Environment Programme (hereinafter referred to as "UN Environment") hosts the CTCN based on the UNFCCC Conference of Parties' decision 14/CP.18 and UN ENVIRONMENT Governing Council with its decision UN ENVIRONMENT/GC.27/10,

WHEREAS UN ENVIRONMENT is prepared to receive and administer contributions for support to the CTCN and its activities, and has for this purpose established a CTCN Trust Fund,

WHEREAS the Danish Ministry of Foreign Affairs (DANIDA) (hereinafter referred to as the "Donor") hereby agrees to make a contribution of DKK 11,000,000 (hereinafter referred to as the "Contribution") to UN ENVIRONMENT to support the implementation of the CTCN activities,

NOW THEREFORE, UN ENVIRONMENT and DANIDA, hereby agree as follows:

Article I. The Contribution

1. The Donor shall, in accordance with the schedule of payments set out below, contribute to UN Environment the amount of DKK 11,000,000.

The contribution shall be deposited in the:
UNEP Trust Fund Account No. 485-002809
JP Morgan Chase, International Agencies Division
270 Park Ave. 43rd Floor
New York, N.Y. 10017 - USA
For wire transfers use ABA No. 021000021, SWIFT No. BIC-CHASUS33 or CHIPS participant No. 0002.

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<u>Schedule of payments</u>	<u>Amount</u>
Upon counter-signature	6,000,000 DKK
November 2017	5,000,000 DKK

2. The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the 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 UN ENVIRONMENT 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, UN ENVIRONMENT shall inform the Donor with a view to determining whether any further financing could be provided by the Donor.
3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities.
4. UN ENVIRONMENT shall receive and administer the payment in accordance with the regulations, rules and directives of UN ENVIRONMENT.
5. All financial accounts and statements shall be expressed in United States dollars.

Article II. Utilization of the Contribution

1. The implementation of the responsibilities of UN ENVIRONMENT shall be dependent on receipt by UN ENVIRONMENT of the contribution in accordance with the schedule of payment as set out in Article I, paragraph 1, above.
2. 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 Donor or other sources, the activities to be implemented under this agreement may be reduced or suspended by UN ENVIRONMENT accordingly.
3. Any interest income attributable to the contribution shall be credited to the CTCN Trust Fund.

Article III. Activities to be implemented

The Activities to be implemented with the funds from the Donor and UN Environment's contribution are per the proposal in Annex 1. These activities are consistent with the Programme of Work of the CTCN as approved by UN ENVIRONMENT and the CTCN Advisory Board.



Article IV. Administration and reporting

1. Management of the contribution and expenditures shall be governed by the regulations, rules and directives of UN ENVIRONMENT. UN ENVIRONMENT shall ensure that the contribution is recorded in the accounts of UN ENVIRONMENT and reported together with all other funds to the CTCN Trust Fund.
2. UN ENVIRONMENT shall annually provide to the Donor copies of the CTCN substantive and financial reports provided to the Conference of Parties of the United Nations Framework on Climate Change.

Article V. Administrative and support services

1. In accordance with the decisions and directives of UN ENVIRONMENT's Governing Council and the Terms of Reference of the CTCN Trust Fund, the contribution shall be charged 7% for the programme support cost incurred by UN ENVIRONMENT in administering the contribution;

Article VI. Auditing

The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations and rules. Should an Audit Report of the Board of Auditors of UN ENVIRONMENT contain observations relevant to the contributions, such information shall be made available to the Donor.

Article VII. Advertisement of the Contribution

1. The Donor shall not use the UN ENVIRONMENT name or emblem, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of UN ENVIRONMENT in each case. In no event will authorization be granted for commercial purposes, or for use in any manner that suggests an endorsement by UN ENVIRONMENT of the Donor, its products or services.
2. UN ENVIRONMENT will report on the contribution to its Governing Bodies in accordance with its regular procedures regarding contributions. Other forms of recognition and acknowledgement of the contribution are subject to consultations between the Parties, but the manner of such recognition and acknowledgement shall always be consistent with the United Nations Rules and Regulations to that effect.

Article VIII. Completion of the Agreement

1. UN ENVIRONMENT shall notify the Donor when all activities supported by the donor under this agreement have been completed.

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2. Notwithstanding the completion of the activities, UN ENVIRONMENT shall continue to hold unutilized payments until all commitments and liabilities incurred have been satisfied.
3. If the unutilized payments prove insufficient to meet such commitments and liabilities, UN ENVIRONMENT shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.
4. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be disposed of by UN ENVIRONMENT in consultation with the Donor.

Article IX. Termination of the Agreement

1. This Agreement may be terminated by UN ENVIRONMENT or by the Donor. The Agreement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate the Agreement.
2. Notwithstanding termination of all or part of this Agreement, UN ENVIRONMENT shall continue to hold unutilized payments until all commitments and liabilities incurred under this agreement up to the date of termination have been satisfied.
3. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be disposed of by UN ENVIRONMENT in consultation with the Donor.

Article X. Amendment of the Agreement

The Agreement may be amended through an exchange of letters between the Donor and UN ENVIRONMENT. The letters exchanged to this effect shall become an integral part of the Agreement.

Article XI. Settlement of Disputes

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with UNCITRAL Conciliation Rules then obtaining, or according to such procedures as may be agreed between the parties.
2. Any dispute, controversy or claim between the Parties arising out of or relating to this Agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within (60) sixty days after receipt by one Party of the other Party's request for the amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to

award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article XII. Privileges and Immunities

Nothing in this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UN ENVIRONMENT.

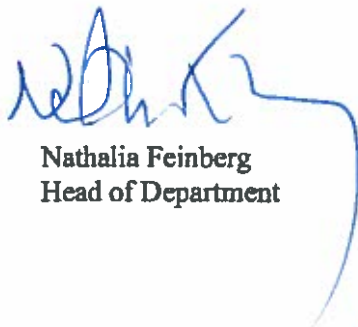
Article XIII. Entry Into Force

This Agreement shall enter into force upon signature by the Parties, being effective from the date of the latest signature and shall remain valid until 31 December 2019 unless terminated earlier pursuant to Article IX above.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

For the Danish Ministry of Foreign Affairs

For the United Nations Environment Programme



Nathalia Feinberg
Head of Department



Erik Solheim
Executive Director

Date: 20/12/2016

Date: 19/12/2016

Annex 1: Project Proposal

