

**DONOR AGREEMENT  
BETWEEN  
THE MINISTRY OF THE ENVIRONMENT, JAPAN  
AND  
UNITED NATIONS ENVIRONMENT PROGRAMME**

WHEREAS the Conference of the Parties of the United Nations Framework Convention 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 "UNEP") hosts the CTCN based on the UNFCCC Conference of Parties' decision 14/CP.18 and UNEP Governing Council with its decision UNEP/GC.27/10,

WHEREAS UNEP 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 Ministry of the Environment, Japan (hereinafter referred to as the "Donor") hereby agrees to make a contribution of \$460,000 (hereinafter referred to as the "Contribution") to UNEP to support the implementation of the CTCN activities,

NOW THEREFORE, UNEP and the Ministry of Environment, Japan, hereby agree as follows:

**Article I. The Contribution**

1. The Donor shall, in accordance with the schedule of payments set out below, contribute to UNEP the amount of \$460,000 (four hundred and sixty thousand United States dollars). The Contribution shall be deposited in the following bank account:

United Nations (USCH5)  
Account No. 485002809  
J.P. Morgan Chase  
International Agencies Banking  
277 Park Ave, 23<sup>rd</sup> Floor  
New York, N.Y. 10172, USA

Wire Transfer:  
ABA No. 021000021  
SWIFT/BIC No CHASUS33 or  
National Routing No: 0002

**Schedule of payments**

Within 30 days from receiving of the invoice

**Amount**

\$460,000

Parties' initials: MOE Japan - UNEP



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2. UNEP shall provide to the Donor the following reports prepared in accordance with UNEP accounting and reporting procedures:
  - (a) Every year by the end of Donor's fiscal year (31 March), the status of progress, including the substantive and financial reports, for the duration of the Agreement.
  - (b) Within six months after the date of completion or termination of the Agreement, a final report summarizing activities and impact of activities as well as financial data.

#### Article V. Administrative and support services

1. In accordance with the decisions and directives of UNEP's Governing Council and the Terms of Reference of the CTCN Trust Fund, the contribution shall be charged 13% for the programme support cost incurred by UNEP in administering the contribution.
2. 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 UNEP 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 UNEP until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund for the reinvigorated Resident Coordinator system, which has been established to fund the UN Resident Coordinator System and is managed by the United Nations Secretariat.
3. The Donor acknowledges that once the coordination levy has been transferred by UNEP to the United Nations Secretariat, UNEP 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. The coordination levy does not form part of UNEP cost recovery and is additional to the costs of UNEP to implement the activity or activities covered by the contribution. Accordingly, there is no normal obligation for UNEP to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by UNEP. 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.
4. The coordination levy for this agreement is USD 4,600. This amount will be transferred to UNEP at the bank account referred to in Article 1 (1) within 30 days of signing this agreement.

#### Article VI. Auditing

1. 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 UNEP contain observations relevant to the contributions, such information shall be made available to the Donor.

Parties' initials: MOE Japan - UNEP

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**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**

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

**Article XIII. Entry Into Force**

1. This Agreement shall enter into force upon signature by the Parties, being effecting from the date of the latest signature and shall remain valid until 31 December 2023 (the end date of the CTCN Trust Fund) 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 Donor:**

*Tomohiro Kondo*

Tomohiro Kondo  
Director General  
Global Environment Bureau  
Ministry of the Environment, Japan

**For the United Nations Environment Programme:**

*Ligia Noronha*

Ligia Noronha  
Division Director  
Economy Division  
United Nations Environment Programme

(Date) 14/2/20

(Date) 30/1/20

Parties' initials: MOE Japan - UNEP

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