**ANNEX A**

**Agreement for**

**the provision of technical assistance**

 **Project Name:**

**Loan/Grant No:**

**Financing Agreement[[1]](#footnote-1) No:**

**between**

**THE GOVERNMENT OF [insert the country name]**

**and**

**the FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS**

**THIS AGREEMENT** (together with the Annexes hereto, this “Agreement”) is entered into between, the **Government of [name of country] by and through its [Ministry of \_\_\_]** (the “Government”) and the FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS, an autonomous specialized agency of the United Nations system established by the FAO Constitution, a treaty under public international law, and having its headquarters at Viale Terme di Caracalla, 00153, Rome, ITALY (“FAO” or the “UN Agency”, together with the Government, the “Parties” and each a “Party”).

**WHEREAS,**

1. The mission of FAO is to raise levels of nutrition and standards of living for all people in FAO member countries; to secure improvements in the efficiency of production and distribution of food and agricultural products; and to contribute towards expanding world economy and ensure humanity’s freedom from hunger [Insert name of country] joined FAO as a Member Nation on [Insert date of effective membership].
2. [The Government and the UN Agency have concluded a [enter agreement concluded with Government for the establishment of a FAO Representation in [insert name of Country]] dated \_\_\_\_ (the “Host-Country Agreement”).]
3. The Government, working with its development partners, including UN Agency and the Caribbean Development Bank (the “Bank”), has designed and is implementing a programme intended to [insert Project objectives] (the “Project”), a description of which is set out in Annex 1.
4. As part of the Project’s implementation, the Government has asked UN Agency to provide the technical assistance set out in Annex I to this Agreement (the “Technical Assistance”) [within the context of the programme of cooperation between the Government and the UN Agency] and the UN Agency has agreed to provide the Technical Assistance including, as applicable, the procurement of supplies required for carrying out the Technical Assistance in accordance with this Agreement.
5. The Government has received or will receive funding from the Bank (the “Financing”) towards the cost of the Project, pursuant to a legal agreement between the Government and the Bank (the “Financing Agreement”), and the Government intends to apply a portion of the proceeds of the Financing to eligible payments under this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. The Government intends to apply a portion of the proceeds of the Financing in the amount of US$ [insert amount in words] ([insert amount in figures]) (the “Total Funding Ceiling”), to eligible payments under this Agreement. The Total Funding Ceiling is the Parties’ best estimate (as of the date of the signing of this Agreement) of the cost of the Technical Assistance and associated supplies, calculated on the basis of the inputs expected to be needed in order to achieve the projected results within the timeline agreed by the Parties, as set out in Annex I. A detailed calculation of the Total Funding Ceiling is provided in Annex II.
2. This Agreement is signed and executed in the English language, and all communications, notices modifications and amendments related to this Agreement shall be made in writing and in the same language.
3. This Agreement will become effective on the date it is signed by both Parties and will remain effective until [insert Programme closing date] (the “Completion Date”), unless otherwise agreed by the Parties in writing. The Technical Assistance services will be operationally completed by the Completion Date and the financial closure completed not later than [insert period] thereafter.
4. The Government designates [insert the name, title and Ministry] as the Government’s Coordinator and the UN Agency designates [insert the name and title] as their authorized representatives for the purpose of coordination of activities under this Agreement. The contact information for the authorized representatives is as follows:
5. The Government: [ ]
6. The UN Agency: [ ]

5. The Government shall take all necessary measures to facilitate the execution of the Project and to assist the FAO Staff in obtaining such services and facilities as they may require to fulfil their tasks, including the prompt issuance, free of charge, of any visas, permits necessary for the importation and, where appropriate, the subsequent exportation, of equipment, materials and supplies required for use in connection with the Project, and exemption from the payment of all customs duties or other levies or charges relating to such importation or exportation, and exemption from the payment of any sales or other tax on local purchases of equipment, materials and supplies for use in connection with the Project.

1. The Government shall apply to FAO, its property, funds and assets, its officials and to the persons performing services on its behalf in connection with the Project, the provisions of the Convention on Privileges and Immunities of the Specialized Agencies.
2. Nothing contained in or relating to this Agreement shall be deemed 1) a waiver, express or implied, of any of the privileges and immunities of the UN Agency, under the Convention on Privileges and Immunities of the Specialized Agencies, the FAO Constitution or the Host-Country Agreement, or 2) the acceptance by FAO of the jurisdiction of the courts of any country over disputes arising from this Agreement.
3. The following documents form an integral part of this Agreement:
4. The General Conditions of Agreement
5. Annexes:

Annex I: Description of the Technical Assistance and Work Plan

Annex II: Total Funding Ceiling and Payment Schedule

Annex III: Reporting Requirements

Annex IV: Counterpart Staff, Service, Facilities and Property to be provided by Government

Annex V: Indirect Programme Support Costs

Annex VI: Payment Request Template

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement

For and on behalf of [Name of Government]

[Authorised Representative of the Government – name, title and signature]

Date: \_\_\_\_\_\_\_\_\_

For and on behalf of the Food and Agriculture Organization of the United Nations

[Authorised Representative of the UN Agency – name, title and signature]

Date \_\_\_\_\_\_\_\_

**General Conditions of Agreement**

**Definitions**

1. Unless expressly indicated otherwise, the following terms whenever used in this Agreement have the following meanings:
2. “Staff” means, an individual who holds a letter of appointment with the UN Agency or is on loan to the UN Agency by another UN organization or specialised agency under the terms of the Inter-organization Agreement concerning Transfer, Secondment or Loan of Staff among the Organizations applying the United Nations Common System of Salaries and Allowances it being understood that Staff have the status of “officials” under the General Convention/Specialised Agencies Convention;
3. “Consultant” means an individual who has signed an individual service or consultant agreement with the UN Agency, [it being understood that Consultants have the status of “experts on mission” under the General Convention];
4. “Contractor” means a legal entity which or an individual who has concluded a commercial or corporate contract with the UN Agency. When applicable, the term includes “implementing partners” or “partner organizations” as defined and used in the UN Agency’s regulations, rules, policies and procedures;
5. “Day” means business day, unless otherwise stated;
6. “Indirect Programme Support Costs”means the indirect costs of the UN Agency as a function of and in support of the Technical Assistance, which are not separately identifiable and cannot be traced unequivocally to the Technical Assistance, calculated at a rate as mandated by the Governing Bodies of the UN Agency and as set forth in Annex V;
7. “Technical Assistance” means the advisory services and related activities to be carried out by the UN Agency pursuant to this Agreement and as described in Annex I.

**Scope of Technical Assistance and**

**General Obligations of the Parties**

1. A detailed description of the Technical Assistance is set forth in Annex I.
2. The UN Agency will provide the Technical Assistance in accordance with the timetable and such level of input by the team of Staff, Consultants, and Contractors that is required to carry out the Technical Assistance (the “Work Plan”) as set forth in Annex I.
3. The Government will be responsible for timely and complete payment to the UN Agency of all amounts due under this Agreement and within the Total Funding Ceiling and in accordance with the payment schedule set forth in Annex II.

5. The Parties acknowledge the Government’s commitment to the successful implementation of this Agreement and to that end the Government will provide qualified staff and other required inputs as agreed by the Parties and set forth in Annex IV.

6. The Parties acknowledge that the Technical Assistance and/or the Work Plan may need to be adjusted, with the agreement of both Parties, during the course of the implementation of this Agreement.

**Standards of Performance; Responsibility; Staff, Consultants, and Contractors**

1. In accordance with its standard practices, the UN Agency will carry out its obligations under this Agreement with the same level of due diligence, efficiency and economy as applies in all other technical assistance provided by the UN Agency, and in accordance with generally accepted professional techniques and practices, and shall observe sound management practices.
2. Except as otherwise provided in this Agreement, the UN Agency will be fully responsible for the performance of the Technical Assistance.
3. The UN Agency will deploy such qualified Staff, Consultants and Contractors as are, in the UN Agency’s judgment, required to provide the Technical Assistance.
4. [The hiring and contracting of any Staff, Consultant or Contractor by the UN Agency in connection with this Agreement will be done according to the UN Agency’s established regulations, rules, policies and procedures. The UN Agency will make efforts to ensure that its contracts with Staff, Consultants and Contractors include the following principles:
5. Prohibition of Conflicting Activities. The Staff, Consultant or Contractor will not engage, either directly or indirectly, in any business or professional activities which could conflict with the activities performed under their respective contract with the UN Agency.

(b) Confidentiality. Staff, Consultant or Contractor will treat with the utmost discretion any information acquired in the performance of its contract with UN Agency.]

**Intellectual Property and Proprietary Rights**

1. The following shall apply with regard to the ownership and use of all copyright, patent rights and other proprietary rights arising out of the Technical Assistance:
2. Each Party will retain full and sole ownership of its pre-existing copyright, patent rights and other proprietary rights.
3. All copyright, patent rights and other proprietary rights in plans, drawings, specifications, designs, reports, other documents and discoveries developed or prepared by the UN Agency under this Agreement shall belong to the UN Agency.
4. The UN Agency herewith grants to the Government a perpetual, non-revocable, royalty-free, transferable (including the right to sub-license), fully paid-up, non-exclusive license to copy, distribute and use any such copyright, patent rights and other proprietary rights.

**Supplies and Equipment**

1. The purchase by the UN Agency of any supplies and equipment that are necessary for the UN Agency to provide the Technical Assistance, and using the funds provided by the Government under this Agreement, will be done according to the UN Agency’s established regulations, rules, policies and procedures for the procurement of supplies and equipment.

**Insurance**

1. Throughout the term of this Agreement, the UN Agency will, unless self-insured, ensure that insurance is maintained against the following risks: third-party liability and third-party motor vehicle liability; workmen’s compensation or equivalent; and all-risk insurance against loss of or damage to equipment and materials purchased in whole or in part with funds provided under this Agreement until transferred to the Government.
2. Throughout the term of this Agreement, the UN Agency will, unless relevant arrangements are already in place,
	* + - 1. with regard to Staff, maintain appropriate health insurance; provide for compensation in respect of injury, sickness or death while performing official duties of the organization; and maintain malicious acts insurance;
				2. with regard to Consultants, provide for compensation in respect of injury, sickness or death while performing official duties of the organization; and maintain malicious acts insurance.
3. The cost of insurance is deemed included in the Total Funding Ceiling.

**Total Funding Ceiling and Payments**

 Disbursement of the Financing

1. The Financing will be disbursed in accordance with the payment schedule set forth in Annex II (the “Payment Schedule”).
2. The Government will make, or cause to be made on its behalf, disbursement of amounts requested by the UN Agency within ten (10) days of receiving the Payment Request. The Payment Request template is provided in Annex VI.
3. All payments will be made by wire transfer in United States dollars to the following UN Agency bank account:

Account Name: Food Agr Org – TF USD

Bank Name: Citibank

 399 Park Avenue

 New York, NY, USA, 10022

Swift/BIC: CITIUS33

ABA/Bank Code: 021000089

Account No. 36352577

1. The Government will ensure that when making each disbursement of the Financing, the Bank notifies the UN Agency, Division of \_\_\_\_\_\_\_\_\_\_\_,(for the Attention \_\_\_\_\_\_\_\_\_\_), by fax (\_\_\_\_\_\_\_\_\_\_) or by e-mail (\_\_\_\_\_\_\_\_\_\_\_\_\_), of the following: (a) the amount transferred; (b) the value date of the transfer; and (c) that the transfer is from the Bank in accordance with this Agreement. The UN Agency will promptly acknowledge receipt of funds in writing indicating the amount received.

Total Funding Ceiling

1. Cumulative disbursements of the Financing will not exceed the Total Funding Ceiling unless it is revised through a written amendment approved by the Bank, which approval will be sought and obtained by the Government. UN Agency takes note that the Government’s disbursements under this Agreement are subject, in all respect, to the terms and conditions of the Financing Agreement and no party other than the Government will derive any rights from the Financing Agreement or have any claim to the Financing proceeds.

Financial Administration by the UN Agency

1. The UN Agency will maintain a separate identifiable fund code (ledger account or the “UN Agency Account”) to which all the UN Agency’s receipts and disbursements with regard to the Financing will be recorded.
2. The UN Agency will receive and administer funds transferred hereunder in accordance with the UN Agency’s financial regulations, rules, policies and procedures. Any interest derived by the UN Agency from funds disbursed to the UN Agency in accordance with this Agreement will be dealt with in accordance with the UN Agency’s regulations, rules, policies and procedures.
3. Payments to the UN Agency will be made in advance of implementation not in arrears. The UN Agency will not be required to commence or continue the provision of the Technical Assistance until it has received the payments due in accordance with the Payment Schedule and it will not be required to assume any liability in excess of such payments.
4. Without prejudice to paragraph 23 above, payments to the UN Agency will not prejudice the Government’s right to dispute any amount claimed by the UN Agency and to adjust any future payment by the amount in dispute and inform the UN Agency accordingly. In such case, the Government will promptly notify the UN Agency and the Bank to arrive at a mutually acceptable solution.

**Eligible Expenditures**

25. The Parties agree that the cost of implementing the Technical Assistance includes: (a) all direct costs as specified in Annex I, and (b) Indirect Programme Support Costs at the rate set forth in Annex V.

**Accounting and Auditing**

1. The UN Agency will keep accurate accounts and records in respect of the funds made available under this Agreement, in accordance with the UN Agency’s financial regulations and rules and in such form and detail as will clearly identify all relevant charges and costs for corresponding deliverables. The UN Agency will retain all records (contracts, reports, invoices, bills, receipts and other documentation) relating to this Agreement in accordance with the UN Agency’s documents retention policy.
2. The UN Agency’s use of the funds made available under this Agreement will be subject exclusively to the internal and external auditing procedures provided in the financial regulations, rules, policy and procedures of the UN Agency and the relevant decisions of the UN Agency’s governing body.
3. [The UN Agency will ensure that its audited financial statements and external auditors’ reports on its financial statements are posted on its website within thirty (30) days of these becoming public documents by reason of being presented to the United Nations General Assembly].

**Reporting**

1. The UN Agency will provide written progress and financial reports to assist the Government in monitoring implementation progress towards provision of the Technical Assistance and achievement of the Project’s projected results. The frequency of the reporting and the reporting template are set out in Annex III.

1. In the event that the final financial report to be provided under Annex III indicates a balance of funds in favour of the Government, the Government will consult with the Bank and provide relevant payment instructions to the UN Agency to process the refund. The UN Agency shall transfer the refund within thirty (30) calendar days of its receipt of the payment instructions.

**Force Majeure**

1. Either Party prevented by force majeure from fulfilling its obligations will not be deemed in breach of such obligations. The said Party will use all reasonable efforts to mitigate the consequences of force majeure. At the same time, the Parties will consult with each other on modalities of further execution of the Agreement. “Force majeure” as used in this Agreement is defined as natural catastrophes such as but not limited to earthquakes, floods, cyclonic or volcanic activity; war (whether declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion, disorder; ionizing radiation or contaminations by radio-activity; and other acts of similar nature or force.

**Fraud and Corruption Prevention**

1. In the event that the Government, the UN Agency, or the Bank becomes aware of information that indicates the need for further scrutiny of the implementation of the Technical Assistance or use of the funds provided by the Government pursuant to this Agreement (including non-frivolous allegations that indicate the possibility that corrupt, fraudulent, coercive, or collusive practices may have occurred), the entity that has become aware of such information will promptly notify the other two.
2. This information will be brought promptly to the attention of the appropriate official or officials at the Government, the UN Agency and the Bank.
3. Following consultation with the Government and the Bank, the UN Agency will, to the extent the information relates to actions within the authority or accountability of the UN Agency, take timely and appropriate action in accordance with its applicable regulations, rules, and administrative instructions, to investigate this information. The Parties agree and acknowledge that the UN Agency will have no authority to investigate information relating to possible corrupt, fraudulent, coercive or collusive practices by Government officials or by officials or consultants of the Bank.
4. To the extent that such an investigation confirms corrupt, fraudulent, collusive or coercive practices have occurred and to the extent that remedial action is within the authority of the UN Agency, the UN Agency will take timely and appropriate action in response to the findings of such an investigation, in accordance with its accountability and oversight framework and established procedures, including its financial regulations and rules, where applicable.
5. To the extent consistent with the UN Agency’s accountability and oversight framework and established procedures, the UN Agency will keep the Government and the Bank regularly informed by agreed means of actions taken, and the results of the implementation of such actions.
6. For the purposes of this Agreement, the following definitions shall apply:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

**Settlement of Disputes**

1. This Agreement will be governed by general principles of law. Any dispute, controversy or claim arising out of or relating to this Agreement will be resolved in accordance with the relevant provisions of the Host-Country Agreement or, failing such provision, if not settled by negotiation or other agreed mode of settlement, will be submitted to arbitration at the request of either Party in accordance with the Arbitration Rules of the United Nations Commission on the International Trade Law (UNCITRAL) as at present in force. The President of the International Court of Justice shall be the appointing authority in terms of the UNCITRAL Rules. The arbitral award will contain a statement of the reasons on which it is based and will be accepted by the Parties as the final adjudication of the dispute.
2. The Government shall deal with any claim which may be brought by third parties against FAO or its Staff, Consultants, or against any person performing services on behalf of FAO, and shall hold them harmless in respect of any claim or liability arising in connection with the project, unless the Government and FAO should agree that the claim or liability arises from gross negligence or willful misconduct on the part of the persons mentioned above.

**Term and Termination**

1. This Agreement may be terminated prior to the Completion Date by either Party upon ninety (90) calendar days’ written notice to the other.
2. Upon receipt by one Party of the other Party’s written notice of termination of this Agreement, the Parties shall agree on the exit strategy to minimize any negative impact that can arise from an early termination of this Agreement and take all reasonable and necessary measures to complete as much of the activities as possible.
3. The provisions of this Agreement will survive early termination or completion to the extent necessary to permit an orderly conclusion of all activities, the withdrawal of personnel, funds and property, settlement of accounts between the Parties and the settlement of contractual liabilities that are required in respect of any personnel, subcontractors, consultants or suppliers.

**Miscellaneous**

Relationship between the Parties

1. Nothing contained in this Agreement will be construed as establishing a relation of principal and agent between the Government and the UN Agency. No agent or representative of either Party has authority to make, and the Parties will not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

Headings

1. The headings contained in this Agreement are for reference purposes only, and will not limit, alter or affect the meaning or interpretation of this Agreement.

Notices

1. Notices will be deemed “received” as follows:
2. in the case of personal delivery, on delivery as per date of the written acknowledgement;
3. in the case of registered mail, fourteen (14) days after being sent;
4. in the case of facsimiles, forty-eight (48) hours following confirmed transmission.
5. Any such notice, request or consent will be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Form of Agreement.

**ENDS**

ANNEX I

 DESCRIPTION OF THE TECHNICAL ASSISTANCE AND WORK PLAN

ANNEX II

TOTAL FUNDING CEILING AND PAYMENT SCHEDULE

I: Total Funding Ceiling

II. Payment Schedule

|  |  |  |  |
| --- | --- | --- | --- |
| Payment Number | Payment Details | Payment Amount (USD) | Payment Date |
| 1 |  |  |  |
| 2 |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**ANNEX III**

**REPORTING REQUIREMENTS AND TEMPLATE**

Financial Reporting

The UN Agency will prepare, on a quarterly basis or less frequently as agreed between the Government and the UN Agency, interim unaudited financial reports adequate to reflect the UN Agency’s interim expenditures related to the Financing and details of any contracts against which the expenditures have been incurred. The first interim unaudited financial report will be provided to the Government no later than forty-five (45) days after the end of the first three (3) month period from the date of receipt of the first disbursement of the Financing, through the end of such first three (3) month period; thereafter, each interim unaudited financial report will be provided to the Government, no later than forty-five (45) days after the end of each subsequent three (3) month period, and will cover such three (3) month period.

Annual and Final Financial Reports: (a) The UN Agency will provide the Government with an annual financial statement as of 31 December each year, certified by the financial officer authorized by the UN Agency to make such certifications, on the use of the Financing transferred by the Government or by the Bank, on behalf of the Government, to the UN Agency during that year, not later than 30 June of the following year.

1. After completion and financial closing of the Project, the UN Agency will provide the Government, not later than eighteen (18) months following the expiration of this Agreement as stated herein, a final financial statement, certified by the financial officer authorized by the UN Agency to make such certifications, on the use of the Financing transferred by the Government or by the Bank, on behalf of the Government, to the UN Agency during the term of this Agreement.
2. Other information, as per the UN Agency’s relevant regulations and rules, policies and procedures (including its policy on information disclosure), may be provided on an ad hoc basis upon request from the Government.
3. All reports under Sections [ ] and [ ] will be provided in the standard format of the UN Agency and in accordance with accounting standards pursuant to the UN Agency’s financial regulations and rules.

Non-Financial Reporting[[2]](#footnote-2)









**ANNEX IV**

**COUNTERPART STAFF, SERVICE, FACILITIES AND PROPERTY TO BE PROVIDED BY THE GOVERNMENT**

The Parties agree that the Government commits to provide, at its own expense and at no cost to UN Women, the following inputs to facilitate successful implementation of this Agreement:

1. Government Staff:
2. Services:
3. Facilities and Property:

ANNEX V

UN AGENCY INDIRECT COST

1. Indirect Cost for this Agreement is [x %[[3]](#footnote-3)].

**ANNEX VI**

**PAYMENT REQUEST**

**Name of Project:**

**Loan/Credit/Grant Closing Date:**

|  |  |
| --- | --- |
| **DESCRIPTION** |  **AMOUNT in US$** |
| **INVOICE No:****Date:** Bank name: Bank address:Account No.:Account title: SWIFT Code: Routing Number/ABA/ACH: Bank name at  |  |
| TOTAL |  |

Requested by:

Name:

Title:

Signature:

Date:

1. [Note to User: ‘Financing Agreement” is a legal agreement between the Bank and the Government]. [↑](#footnote-ref-1)
2. To be completed on a project-by-project basis. [↑](#footnote-ref-2)
3. To be included at time of signature. [↑](#footnote-ref-3)