## **Contribution Agreement**

#### between

# The United Nations Economic Commission for Europe (UNECE)

and

## the Eurasian Development Bank (EDB)

# Development of a textbook and support to regional cooperation in Central Asia on the safety of hydrotechnical installations

The United Nations Economic Commission for Europe (UNECE) and the Eurasian Development Bank (EDB):

- Recognizing the opportunities for fruitful and mutually beneficial cooperation between the two organizations;
- Keeping in mind the possibility to establish an institutional framework of regular cooperation between the two organizations;
- Stressing the joint interest in collaborative work in areas such as the development of transport and other infrastructure, management of water resources, sustainable energy, promotion of knowledge-based development and innovation, trade facilitation, among others;
- Noting the readiness of countries in Central Asia to develop further national policies and to cooperate on issues related to the safety of hydrotechnical infrastructure;
- Taking into account the full support of the Governments of Central Asian vountries as well as regional cooperation organizations such as the Executive Committee of the International Fund for the Saving of the Aral Sea,

hereby agree as follows:

#### Article 1

The EDB will provide the UNECE funds amounting to 30 000 (thirty thousand) United States dollars, below called "contribution", for undertaking the project "Development of a textbook and support to regional cooperation in Central Asia on the safety of hydrotechnical installations" in accordance with the Project Proposal agreed by the UNECE and the EDB and which is part of this agreement.

80% of this sum 24 000 (twenty four thousand) United States dollars will be transferred to the UNECE account within one month from the date of signing this agreement on the basis of an

invoice sent by UNECE and will be used to finance the first stage of the project. The remaining 20%, in total 6 000 (six thousand) United States dollars will be transferred upon submission by UNECE on the basis of an invoice upon delivery of a substantive progress report on the completion of the stages 1-4 of the Project Proposal and approval of this report by EDB.

#### Article 2

The contribution and activities financed from the contribution shall be exclusively administered and accounted for by the UNECE in accordance with the applicable United Nations financial regulations, rules and directives applicable to technical cooperation trust fund accounts.

#### Article 3

Any corresponding unspent balance from the EDB contribution will be returned after all expenses related to the above project have been liquidated and paid.

#### **Article 4**

The UNECE will provide the EDB with a Funds Utilization Report showing total extra budgetary income and expenditure, inclusive of the standard UN Programme Support Cost of 13%, for the above project as soon as all expenses related to the project have been fully liquidated and paid and at the latest by 30 June 2014.

The UNECE will also provide the EDB with a substantive report on the project upon the completion of the entire project at the latest 31 March 2014.

#### Article 5

Interest accrued on the contribution of the EDB shall be accounted for separately and shall be refunded to the EDB, unless otherwise agreed.

#### **Article 6**

All financial accounts and statements shall be expressed in United States dollars.

#### Article 7

Any modifications or changes to the present Agreement shall be made in writing with the consent of both parties.

#### **Article 8**

Upon signature of the Agreement the EDB shall pay the said contribution into the following account:

Account Name:

**UNOG General Fund** 

Account Number:

485001802

Bank Name:

JP Morgan Chase

Bank Address:

277 Park Avenue, 23<sup>rd</sup> Floor, New York, NY 1017 USA

Bank Number:

(ABA) 021000021



Bank Swift Code:

CHAS US 33

Reference:

ECE/E133 Development of a textbook and support to regional cooperation

in Central Asia on the safety of hydrotechnical installations

#### Article 9

The agreement is valid from 1 June 2013 or upon the signing by both parties and shall remain valid until 30 June 2014. Any amendment to this Agreement shall be effected by the mutual agreement of the parties through an appropriate supplementary letter agreement.

#### Article 10

The present agreement may be terminated by either party on 30 days written notice to the other party. In the case of receipt of termination notice by the United Nations, the return of funds to the EDB under this agreement shall be limited solely to that part of the contribution that is unexpended and not otherwise obligated by a legally binding transaction applicable to this contribution. Should such a case occur, the UNECE shall provide the EDB with a financial report on all pertinent spending made from the contribution.

#### Article 11

Any dispute between the parties arising out of or relating to this Agreement or the breach or termination thereof and which is not settled by negotiation or other agreed mode of settlement, shall be submitted at the request of either party to arbitration.

In witness thereof, the undersigned, being duly authorized thereto, have signed the present Contribution Agreement in four copies, two in English and two in Russian. All copies have equal legal force.

Signed this.....day of.....

For the Eurasian Development Bank (EDB)

Vladimir A. Yasinskii Managing Director on Research and Strategy Signed this 20 day of June 2013

For the United Nations Economic Commission for Europe (UNECE)

Leslie Cleland Executive Officer

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