



**Ministero degli Affari Esteri
e della Cooperazione Internazionale**

VIENNA RAP ONU

Protocollo Arrivo MAE00478132020-04-08
Classifica NON CLASSIFICATO
Urgenza URGENTE

Protocollo 350 Data 08 APRILE 2020

Assegnazioni DGCS - UFFICIO IV / AICS ROMA

Visione ADDIS ABEBA AMB / AICS ADDIS ABEBA / DGCS - D.G. COOPERAZIONE ALLO SVILUPPO / DGCS - UNITA' STRATEGIA PROCESSI GLOBALI E OOII / DGMO - UFFICIO IV / ROMA RAP ONU

Diffusione LIMITATA Modalita' OPERATIVO TUM H/NN

Oggetto FIRMA DELL'ACCORDO PER IL FINANZIAMENTO DELLA COMPONENTE A CURA DELL'UNIDO DELL'INIZIATIVA "IMPROVED RURAL LIVELIHOODS THROUGH SUPPORT TO THE MORINGA VALUE CHAIN DEVELOPMENT IN SNNPR, ETHIOPIA".

Riferimento MESSAGGIO DGCS IV N 42492 DEL 10032020

Redazione MARZEDDU

Firma CORTESE Funzione RAPPR. PERMANENTE

Allegato 1 **ALLEGATI MSG.ZIP**

Allegato 2

Allegato 3

Trattato in CHIARO Spedito il 08/04/2020 - 13:59:33

Sintesi

Testo 1. In relazione al Messaggio in riferimento e ai successivi contatti per le vie brevi, malgrado le limitazioni introdotte dal Governo austriaco per contrastare la diffusione del COVID-19 e la conseguente chiusura del Vienna International Center fatto salvo l'accesso del solo personale essenziale (v. Messaggio n. 308 del 13 marzo scorso), ho firmato oggi in triplice copia per corrispondenza cartacea con il Direttore Generale dell'UNIDO, Li Yong, l'unito accordo per il finanziamento della componente UNIDO dell'iniziativa "Improved rural livelihoods through support to the moringa value chain development in SNNPR, Ethiopia", del valore di 1.564.566 euro.

2. Come indicato nel documento di progetto, ugualmente allegato, l'iniziativa in questione, del valore complessivo di 3 milioni di euro, mira a consolidare i risultati positivi del progetto UNIDO a sostegno della filiera della moringa in Etiopia attualmente in fase di conclusione, e sara' realizzata in collaborazione con la FAO, cui e' stato concesso il restante contributo di 1.435.434 euro.

3. Come concordato per le vie brevi, copia dell'accordo sara' anticipata a codesti Uffici tramite posta elettronica per la presa visione da parte dell'AICS in vista dell'erogazione della prima tranche del contributo.

I tre testi originali dell'accordo saranno trasmessi con il primo corriere utile con preghiera di restituzione del terzo originale a questa Rappresentanza per il successivo inoltro al Segretariato dell'UNIDO.

[Signature]
AICS

ADDIS ABABA ✓

NO. DI PROT. 384/AICS/AICN/20
DATA DI ARRIVO 08/04/20
FILE Moringa

[Signature]
Limicoli
F. Chen

FUNDING AGREEMENT

BETWEEN THE

**THE DIRECTORATE GENERAL FOR DEVELOPMENT COOPERATION
OF THE ITALIAN MINISTRY OF FOREIGN AFFAIRS AND
INTERNATIONAL COOPERATION (MAECI-DGCS)**

AND THE

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

WHEREAS the United Nations Industrial Development Organization (hereinafter "UNIDO") and the Ministry of Foreign Affairs and International Cooperation of the Italian Republic (hereinafter referred to as "the Donor") have agreed to cooperate in the implementation of a Project in Ethiopia entitled "Improved rural livelihoods through support to the moringa value chain development in SNNPR, Ethiopia" (Italian Cooperation ID 11755, UNIDO ID 190016) - (hereinafter referred to as "the Project"), which is more fully described in the Project Document attached as Annex A hereto and made an integral part hereof;

WHEREAS the Italian Agency for Development Cooperation (hereinafter referred to as "AICS") was established with Italian law 11 August 2014 n. 125, to be in charge of the implementation and funding of projects and initiatives on behalf of the Donor;

WHEREAS the Donor has informed UNIDO of its willingness to provide funds to meet the costs of the Project;

WHEREAS it has been agreed between UNIDO and the Donor that UNIDO shall be responsible under the terms of this Agreement and the UNIDO financial regulations and rules for the management of the funds provided by the Donor for the Project;

NOW THEREFORE, UNIDO and the Donor hereby agree as follows:

Article I

1. The Donor shall, in the manner referred to in paragraph 2 below, and through AICS, place at the disposal of UNIDO a sum of EUR 1,564,566 (One million five hundred sixty-four thousand five hundred sixty-six) (hereinafter referred to as "the Contribution"), and UNIDO shall use such funds to meet the costs of the Project, including programme support costs.

2. The Donor shall, in accordance with the schedule of payments set out in Annex B to this Agreement, have the aforesaid funds, in Euros, transferred through the AICS to:

UniCredit Bank Austria AG
UNIDO Euro Account No. 0029-05107/00
IBAN AT791100000290510700
Wagramerstrasse 5, A-1400 Vienna, Austria
SWIFT/BIC-BKAUATWW
quoting project number 190016

3. UNIDO shall establish a trust fund under its financial regulations and rules for the receipt and administration of the aforesaid funds, including accruing interest.

4. The trust fund and the activities financed therefrom shall be administered by UNIDO in accordance with its applicable regulations, rules and administrative instructions or directives. Accordingly, personnel shall be engaged and administered; equipment, supplies and services purchased; and contracts entered into in accordance with the provisions of such regulations, rules and directives.

5. All financial accounts and statements shall be expressed in EUR and there shall be no accounting or reporting in other currencies. For the purpose of recording receipts and/or payments, all transactions shall be converted into EUR at the official United Nations accounting rate of exchange applicable on the date of receipt and/or payment. The Parties will not absorb gains or losses on currency exchanges. Such amounts may increase or decrease the funds available for the Project activities.

Article II

The trust fund shall be utilized by UNIDO for the purpose of meeting the actual costs of the Project as per Annex A and to finance the programme support services provided by UNIDO in the implementation of the project in accordance with Article I.

Article III

1. UNIDO shall commence and continue to conduct operations under this Agreement upon receipt of a copy of this Agreement, signed by both Parties, and upon receipt of sufficient funds in accordance with Article I.

2. The Donor undertakes to meet the actual costs of the services specified in the Project Document in Annex A, and UNIDO undertakes not to make any commitments for services not specified in the Project Document without the approval, in writing, of AICS.

3. Any modification or amendment of the Agreement shall be made in writing with the consent of both Parties. If UNIDO considers that changes within a Project output, which do not affect the main purpose of the Project, such as its objectives, strategy and priority areas, and provided the financial impact is limited to a transfer within a single budget output or a transfer between budget outputs involving a variation (as the case may be in cumulative terms) of 15 percent or less of the amount originally agreed, UNIDO may effect such changes unilaterally.

Article IV

Ownership of equipment, materials, supplies and all other property financed from this trust fund shall vest in UNIDO. Unless otherwise provided in the Project Document, following operational completion of the Project, ownership of equipment, of materials and supplies, as well as other property necessary for operation of the Project, shall be transferred to the Government of Ethiopia or to an entity nominated by it.

Article V

Evaluation of the activities financed from this trust fund shall be undertaken in accordance with the provisions contained in Annex A.

Article VI

The trust fund shall be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules and administrative instructions and directives of UNIDO.

Article VII

In addition to any reports specified in Annex A, UNIDO shall provide the Donor and AICS with the following statements and reports in the format normally followed by UNIDO for accounting and financial reporting:

- (a) Activity progress reports with provisional financial reports shall be submitted to the Donor every six months no later than 30 calendar days after the last day of every 6th month;
- (b) One annual financial statement certified by an authorized official of UNIDO showing income, expenditures for the year and assets and liabilities as of 31 December with respect to the funds provided by the Donor;
- (c) A final financial statement including a detailed delivery report and a final narrative report within six months of termination or expiration of the Agreement.

The reports under paragraph 1 (a) and (b) of this Article will comprise narrative and interim financial information. Further to the reporting requirements stipulated under paragraph 1 (a) through (c) of this Article, UNIDO agrees to keep the Donor informed of key issues, progress and problems relating to the Programme, as appropriate.

Article VIII

UNIDO shall notify the Donor and AICS when the activities for which the trust fund was established have been completed. The date of such notification shall be deemed to be the date of operational completion of the Project. This Agreement shall continue in force for the purposes stated in Article X.

Article IX

This Agreement may be terminated by either Party on 30 days written notice to the other Party, subject to the continuance in force of Article X for the purposes stated therein.

Article X

1. On operational completion of the Project as specified in Article VIII, or termination of this Agreement as specified in Article IX, the trust fund shall remain open until all expenditures incurred by UNIDO have been satisfied. Notwithstanding the termination of all or part of this Agreement, UNIDO shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of all or part of the Project have been satisfied and Project activities brought to an orderly conclusion. Any additional regular expenses may be undertaken only with the written approval from the Donor.

2. Upon submission of a final financial statement in accordance with Article VII (b), any surplus remaining in the trust fund shall be returned to the Donor or disposed of as requested by the Donor. Any identifiable interest accrued on the cash balance of the Contribution shall be disposed of in consultation with the Donor and reported in the financial statement(s).

Article XI

1. Both the Donor and UNIDO are firmly committed to preventing and detecting fraudulent and corrupt practices. Consistent with the United Nations Charter, the Standards of Conduct for the International Civil Service, the UNIDO Staff Rules and Regulations, and the UNIDO Financial Rules and Regulations and the Procurement Manual, UNIDO will use reasonable efforts to ensure that the utilization of the Contribution conforms to the highest standard of ethical conduct and that every part of the Organization, as well as all individuals acting on behalf of UNIDO, observe the highest standard of ethics and integrity.

2. UNIDO, in accordance with its regulations, rules and directives, will ensure that any allegations of fraud and corruption in connection with the implementation of the Project are reported to the Office of Evaluation and Internal Oversight (EIO) in a timely manner. Credible allegations will be investigated by EIO in accordance with its regulations, rules, policies and procedures. UNIDO will, in a timely manner and consistent with its regulations, rules, policies and procedures, provide details to the

Donor of the outcome of substantiated allegations of fraud and corruption, along with details of action taken by UNIDO.

3. Following the conclusion of any investigation which identifies fraud or corruption involving any activities funded in whole or in part with the Contribution made under this Agreement, UNIDO will:

- (a) Use reasonable efforts to recover any part of the Contribution, which EIO has established as being diverted through fraud or corruption;
- (b) In connection with (a) above, in consultation with the UNIDO Office of Legal Affairs, give proper consideration to referring the matter to the appropriate authorities of the Member States where the fraud or corruption is believed to have occurred and to the provisions of General Assembly resolution 62/63; and
- (c) As required by the Donor, and following consultations between the Parties, reimburse to the Donor any part of the Contribution which UNIDO has recovered further to sub-section (a) above, or credit it to a mutually agreed activity.

4. Any information provided to the Donor in relation to any matters arising under the Article shall be treated by the Donor as strictly confidential.

Any action further to the above paragraphs shall be consistent with UNIDO regulations, rules and directives.

Article XII

Consistent with numerous United Nations Security Council resolutions, including, but not limited to resolutions 1269 (1999), 1368 (2001), and 1373 (2001), both the Donor and UNIDO are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, UNIDO recognizes its obligation to comply with any applicable sanctions imposed by the United Nations Security Council. UNIDO will use all reasonable efforts to ensure that the Contribution is not used to provide support or assistance to individuals or entities associated with terrorism as appearing on the Consolidated United Nations Security Council Sanctions List as modified during this Agreement. If, during the term of this Agreement, UNIDO determines that there are credible allegations that the Contribution has been used to provide support or assistance to individuals or entities associated with terrorism, it will, as soon as it becomes aware of it, inform the Donor and, in consultation with the Donor as appropriate, determine an appropriate response.

Article XIII

1. UNIDO shall make every reasonable effort to publicize and promote the Donor's Contribution to this Project as further detailed in Annex A, and provided that such actions do not jeopardize UNIDO's privileges and immunities as well as the safety and security of UNIDO's staff and personnel.

2. Each Party may use the name and emblem of the other Party in documentation related to this Agreement.

Article XIV

1. Nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party by its constituent documents, international agreements or international law.

2. In the event of a dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof (a "dispute"), the Parties will use their best efforts to settle promptly such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between the Director General of UNIDO and the Directorate General for Development Cooperation of the Ministry of Foreign Affairs of the Italian Republic or their duly authorized representatives. Each Party will give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of the Agreement.

Article XV

The following addresses are specified for the purpose of this Agreement:

- (a) For the Donor:
Ministry of Foreign Affairs and International Cooperation
of the Italian Republic - Directorate General for Development Cooperation
Piazzale della Farnesina, 1 - Rome, Italy
dgcs4@esteri.it

All correspondence shall be transmitted through the Permanent Mission of Italy to UNIDO:

Permanent Mission of Italy to UNIDO
Lugeck 1-2 (fifth floor)
1010 Vienna
Austria
rapponu.vienna@esteri.it

- (b) For the AICS:
Italian Agency for Development Cooperation
Via Salvatore Contarini, 25 - Rome, Italy
segreteria.aics@esteri.it
- (c) For UNIDO:
United Nations Industrial Development Organization
Deputy to the Director General

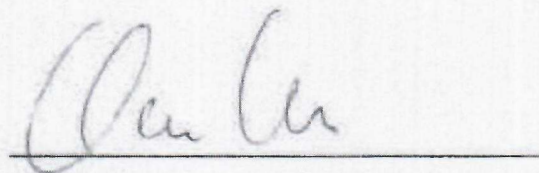
Office of the Deputy to the Director General
Vienna International Centre
Wagramer Strasse 5
P.O. Box 300
A-1400 Vienna, Austria
ddg@unido.org

Article XVI

This Agreement shall enter into force on the date when the last of the two Parties signs.

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

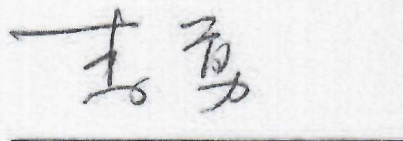
For the Donor:



Ambassador Alessandro CORTESE
Permanent Representative of Italy to UNIDO

Vienna, 8 April 2020

For the United Nations Industrial
Development Organization:



LI Yong
Director General

Vienna, 8 April 2020

Acknowledged by AICS:

ANNEX B

SCHEDULE OF PAYMENTS

The Contribution of EUR 1,564,566 will be disbursed by AICS in annual installments as follows:

- 1) First installment of EUR 709,608 - upon receipt of this Agreement signed by both Parties and its acknowledgement by AICS;
- 2) Second installment of EUR 475,478 - 12 months after the signature of this Agreement and upon receipt of a payment request, the approval by AICS of the annual narrative and financial reports, and provided 60 per cent of the first installment has been committed;
- 3) Third installment of EUR 379,480 - 12 months after the release of the second installment and upon receipt of a payment request, the approval by AICS of the annual narrative and financial reports, and provided 60 per cent of the preceding installments has been committed.