

## **AGREEMENT**

**between**

**International Bank for Reconstruction and Development,**

**and**

**The United Nations Development Programme**

**for**

**Supporting the Update of Nationally Determined Contribution (NDC) in Cambodia**

**on April 2, 2020**

### **Purpose**

This agreement (the “Agreement”) is made between the United Nations Development Programme (UNDP) (“The Recipient”) and the International Bank for Reconstruction and Development (“The Bank”) (individually referred to as “Party” and collectively as “Parties”) for the purpose of Supporting the Update of Nationally Determined Contributions (NDC) in Cambodia as defined below (“the Activity”).

The objective of the Activity is to support the Government of Cambodia to prepare its revised NDC, to be submitted to the United Nations Framework Convention on Climate Change (UNFCCC) ahead of the 26<sup>th</sup> Meeting of Conference of Parties (COP26), along with an enhanced monitoring and reporting framework for the NDC implementation.

### **Scope of Work and Terms of Agreement**

1. The Activity will take place from April 2, 2020 until March 31, 2021.
2. The description of the Activity under this Agreement is set out in the Annex.
3. Any activities under this Agreement are included in the Parties’ respective programs of work and budget.

### **Limits to Agreement**

4. This Agreement does not constitute a commitment by either Party to provide support for any activity or project beyond the specific agreements for the presentation of the Activity as agreed upon in this Agreement. Nothing in this Agreement is intended to be a waiver of the privileges and immunities of the Bank or Recipient.

### **Costs and Payment**

5. The Recipient shall follow its own policies and procedures to carry out the Activity and the terms of this Agreement.
6. All costs subject to this Agreement ("Activity Costs") are listed in the Annex. The Bank's financial commitment to this Agreement (the "Financial Commitment") is United States Dollars One Hundred and Eight Thousand (US\$ 108,000) and shall be transferred to UNDP, upon the signing of this Agreement. The Financial Commitment will be administered in accordance with Recipient's Financial Regulations, and other relevant rules, policies and procedures and subject to the terms of this Agreement. Any costs incurred by UNDP in excess of the Financial Commitment shall be Recipient's sole risk. The Recipient shall apply a General Management Support Service fee (GMS) of 8%, which is already included in the Bank's financial commitment.
7. Contingent upon receipt of a signed copy of this Agreement and Recipient's bank account information, the Bank shall transfer the payment(s) to UNDP in accordance with paragraph 6 above. Within 40 days of completion of the Activity, UNDP will provide to the Bank an interim Statement of Expenditure (in the standard form of UNDP), signed by UNDP financial representative, and a final narrative description of all expenditures incurred related to the activities funded by the Financial Commitment related to the activities as set out in the Annex 1. In the event that the actual expenditures incurred by UNDP as documented by means of the Statement of Expenditure, is less than the amount transferred to UNDP upon signing of this Agreement, UNDP will return the excess amount to the Bank within thirty (30) days of presentation to the Bank of the Final Financial Statement certified by UNDP's Division of Finance and Administration. Originals of all receipts will be retained by UNDP as part of its accounting records.
8. The Statement of Expenditures shall be based on actual expenditures incurred from the list of eligible expense categories as delineated in the Budget in Annex 1 attached.
9. The Bank will not cover any work or expenses outside the effectiveness dates of the agreement.
10. The Bank will not cover any work or expenses outside or exceeding the list of eligible expense categories as delineated in the budget in Annex 1 attached.

### **Procurement**

11. UNDP shall maintain books, records, documents, receipts, and other evidence sufficient to properly reflect, in accordance with its financial regulations, policies and procedures, all relevant procurement documents, time charges and costs, and the bases thereof, claimed to

have been incurred in the performance of this Agreement. Eligible Costs financed hereunder are subject exclusively to the internal and external audit of UNDP. UNDP shall make available to the Bank a copy of any audit report of UNDP's external auditor(s) containing any observations pertaining to the Financial Commitment as soon as such report is available.

12. Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both the Bank and UNDP are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. UNDP undertakes to use reasonable efforts to ensure that none of the Bank funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

### **Intellectual Property**

13. UNDP and the Bank agree on the following rules for the protection of materials used in the Activity.
14. The Bank shall retain all intellectual property rights including any copyright to the software and any components [or applications] thereof and to the source code, and in any all materials developed and produced by Bank, its staff or consultants in the course of the Activity or otherwise. UNDP shall retain intellectual property rights in all materials developed and produced by UNDP, its staff or consultants.
15. The results of the Activity (except for intellectual rights including copyrights to Bank's systems and tools which remain exclusive property of the Bank), including the full reports shall be jointly owned by the Bank and UNDP. Each Party recognizes the rights of the other Party to use, reproduce and publish the joint results separately, in any form or media, subject to an appropriate acknowledgement of both Parties' contribution to the work. The Parties agree to consult with each other concerning the manner and form of any acknowledgement of the other Party's support regarding the Activity.

### **Names, Marks and Logos**

16. The Parties acknowledge that the names and marks "International Bank for Reconstruction and Development," "IBRD," "International Development Association," "IDA," "World Bank," and all variations thereof including their associated logos (collectively, the "Bank Name") are the sole and exclusive property of the Bank and that the names and marks "UNDP", and all variations thereof including their associated logos (collectively, the "UNDP") are the sole and exclusive properties of UNDP. Neither Party shall acquire any right, title or interest in the other Party's Name under this Agreement.
17. Without prejudice to the above, each Party may use the other Party's Name only on publications directly produced under the Activity or to otherwise acknowledge the Parties' collaboration in the Activity and/or Bank's funding of the Activity, in case subject to Section 15. The use of either Party's Name by the other Party for anything else shall be subject to the written approval of the other Party, which approval will not be unreasonably withheld. Upon termination of this Agreement, or at the request of a Party at any time, the other Party shall immediately discontinue any and all use of the first Party's Name other than as permitted by the present Agreement and shall destroy stationery, brochures, promotional

materials, proposed paid media and other similar materials bearing any form of the first Party's Name that then are in its possession or control.

18. The Parties acknowledge that any and all uses by one Party of the other Party's Name shall inure solely to the benefit of the other Party. The Parties understand and agree that neither Party may use the other Party's Name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or products or services thereof by the other Party.

### **Disclosure and Confidentiality**

19. Either Party may publicly disclose the existence of this Agreement, as well as the amount of the Financial Commitment, in accordance with its policy on disclosure of information, in effect at the time of such disclosure. For avoidance of any doubt, any non-public information about the Bank or other official institutions and any other non-public information gained in the course of the Activity shall be treated as confidential.

### **Effectiveness**

20. This Agreement shall come into force and effect upon the date of countersignature by UNDP. It shall remain in effect until June 30, 2021, unless there is an exchange of letters between the Parties formally extending the effect of the Agreement.

### **Implementation**

21. The individuals with overall responsibility for this Agreement are:

For the Bank: Tao Wang  
Senior Environmental and Climate Change Specialist  
Werner L. Kornexl  
Senior Natural Resources Management Specialist  
The World Bank  
1818 H St. NW, Washington, DC 20433  
Tel: 1-202-473-2390; 855-23-261340  
Email: twang2@worldbank.org; wkornexl@worldbank.org

For The Recipient: Nick Beresford  
Resident Representative  
Address: 53 Pasteur Street, Boeung Keng Kang 1  
Phnom Penh, Cambodia  
Telephone: +855 (0) 23 216 167  
Email: nick.beresford@undp.org

### **Termination**

22. This Agreement may be modified or terminated at any time by joint agreement of the Parties.
23. This Agreement may be terminated by either Party with three months' prior notice in writing to the other Party. If the Bank terminates the Agreement, it may cancel all or part of any

remaining balance of the funds that is not irrevocably committed pursuant to any agreements entered into between the Recipient and any consultants and/or other third parties.

24. Notwithstanding Paragraph 23 above, if after consultation with UNDP, the Bank determines that UNDP engages in fraud and corrupt practices in relation to the Bank funds provided under this Agreement, is identified on any United Nations terrorist sanctions list, or makes payments, with funds received from the Bank, which are prohibited by a decision of the United Security Council taken under Chapter VII of the Charter of the United Nations, the Bank may immediately terminate this Agreement upon written notice to UNDP. All Bank funds used in a manner inconsistent with the provisions of this Agreement shall promptly be returned to the Bank by UNDP.

### **Disputes**

25. The Parties undertake to endeavor in good faith to amicably resolve any differences and disputes arising under, or in connection with this Agreement.

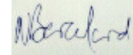
Any dispute or difference arising out of, or in connection with this Agreement that is not amicably settled between the Parties shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The number of arbitrators shall be one and the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration in The Hague, The Netherlands. If the Parties have not agreed on a place of arbitration, this shall be determined by the arbitrator having regard to the circumstances of the case.

**Miscellaneous**

- 26. Nothing in this Agreement shall be construed as creating a joint venture, and agency relationship or a legal partnership between the Parties.
- 27. With regards to the Activity, UNDP and its personnel, consultants, sub-contractors and service providers shall not be under a declaration of ineligibility pursuant to the Bank's sanctions processes.
- 28. The Bank will disclose this Agreement and any related information in accordance with the World Bank Policy on Access to Information. By entering into this Agreement, the Recipient consents to disclosure of this Agreement and any related information.

For the International Bank for  
Reconstruction and Development:

For UNDP:



\_\_\_\_\_  
Name: Benoît Bosquet

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Name: Nick Beresford

Title: Regional Director for Sustainable Development  
East Asia and Pacific Region

Title: Resident Representative

Date: 02-Apr-2020

Date: 03-Apr-2020

**Description of the Activity and Budget****Scope of Work and Tasks**

The scope of the Activity will include the following areas:

- Conduct study on international experience and gaps in developing the NDC result monitoring and reporting framework and online system; and
- Engagement with private sector on possible options that could be used as inputs into the updated NDC

The Bank and UNDP will collaborate with the Department of Climate Change and the UNDP Cambodia Climate Change Alliance team, and in consultation with the National Council for Sustainable Development and the Climate Change Technical Working Group (CCTWG). The work is aligned with UNFCCC guidelines for NDCs and with Cambodia's request for support under the NDC partnership.

The Activity will consider most recent information/data available from recent developments in relevant national or sectoral policy frameworks and a review of current gaps in the enabling environment for the NDC implementation, including those related with transparency (MRV/M&E). The work will build on the analysis conducted during the NDC Roadmap development and on the update conducted addressing remaining data gaps as needed, assessing of the potential for and the means necessary to achieve current and possibly new NDC commitments and identifying specific opportunities for raising the current level of ambition. Any proposals for possible options will be aligned with, complementing and/or reinforcing relevant ongoing climate change and sustainable development efforts of the country (including NAP, SDGs, etc.).

The Activity will generate information and options that the government may consider for a revised NDC to be submitted to the UNFCCC and presented at the COP26 meeting, based on the analysis conducted and on the agreements reached.

As part of this overall NDC update process, the World Bank and UNDP will jointly coordinate with private sector engagement and conduct a study on international experience and gaps in developing the transparency framework and building a web-based NDC monitoring and reporting (MRV/M&E) system to assist coordination of NDC implementation, providing greater transparency and creating opportunities for greater engagement of key stakeholders in NDC implementation based on good practice and cross country comparison. This Activity will not finance nor will it develop the MRV/M&E system for the government.

**Deliverables**

UNDP will produce the following deliverables:

- a. **Executive Summary**
- b. **Reports**

Study on international experience and gaps in developing NDC results monitoring and reporting or transparency framework and building the NDC results monitoring and reporting online system

Private sector engagement plan as options to consider for updating the NDC

Report outlining the private sector engagement in the NDC update

### **Budget Information**

**Eligible Expenditures financed by the Bank: US\$ 108,000**

#### **Breakdown:**

USD 60,000 for the study on the international experience and gaps in developing NDC results monitoring and reporting framework and building the online system (UNDP account code 72100)

USD 22,000 for training on the findings of the study and consultations with private sector stakeholders (trainings and workshops, UNDP account code 75700)

USD 15,000 for technical assistance (international staff, account code 61300)

USD 3,000 for Direct Project Costs (account code 64300)

USD 8,000 for UNDP General Management costs (8% of total expenditure, account code 75100)

Expenditures financed by UNDP: US\$ 120,000 (estimate), including staff time for the coordination of the process and organization of events

**Charge Code Information: AA-P172461-ASA-TF0B2503**