

TRUST FUND AGREEMENT

BETWEEN

THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

AND

THE ITALIAN MINISTRY FOR THE ENVIRONMENT, LAND AND SEA

WHEREAS the United Nations Industrial Development Organization (hereinafter referred to as "UNIDO") and the Italian Ministry for the Environment, Land and Sea (hereinafter referred to as "the Donor") have agreed to cooperate in the implementation of a project entitled "Fostering international partnerships between companies and/or institutions operating in the energy and environment sectors" (hereinafter referred to as "the Project"), which is more fully described in Project Document No. 190065 and which is attached as Annex A hereto and made an integral part hereof;

WHEREAS UNIDO has been chosen to execute the Project on behalf of the Donor, and the Donor has informed UNIDO of its willingness to contribute 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 for the management of the funds contributed by the Donor for the Project in accordance with UNIDO financial rules and regulations.

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, place at the disposal of UNIDO a sum of EUR 1,625,800 (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 deposit the aforesaid funds in Euros 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 190065

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

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. For procurement of equipment and services the Parties agreed to include potential Italian suppliers in the list of invitees for competitive bidding.

5. All financial accounts and statements shall be expressed in Euros 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 Euros at the official United Nations accounting rate of exchange applicable on the date of receipt and/or payment.

ARTICLE II

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

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 the first installment 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 the Donor.

3. If UNIDO considers that changes between components and/or additional services, not foreseen in the Project Document, are required, UNIDO will submit a revised budget or workplan for approval by the Donor.

ARTICLE IV

Ownership of equipment, materials, supplies and all other property financed from this trust fund shall vest in UNIDO. 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 project beneficiaries.

ARTICLE V

UNIDO shall ensure that the relevant provisions of UNIDO's policies will govern the evaluation of the Project outputs and activities, project management, and the monitoring and evaluation process.

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

UNIDO shall provide a final technical report on the activities implemented and results achieved, within three months of termination of the Project. In addition UNIDO shall provide the Donor with the following statements and reports in the format normally followed by UNIDO for accounting and financial reporting:

- a) An annual financial statement showing income, expenditures for the year, and assets and liabilities as of 31 December with respect to the funds provided by the Donor;
- b) A final financial statement within six months of termination or expiration of the Agreement.

ARTICLE VIII

UNIDO shall notify the Donor 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, which is expected to be two years after the start of the Project, as stated in Article III.

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 XI for the purposes stated therein.

ARTICLE X

This Agreement may be amended through an exchange of letters between the Donor and UNIDO. The letters exchanged to this effect shall become an integral part of the Agreement.

ARTICLE XI

1. On operational completion of the Project as specified in Article VIII or latest 30 April 2021, 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. Any balance due to UNIDO under Article III shall be charged by UNIDO to the trust fund and the Donor will reimburse UNIDO for any negative balance in the trust fund.

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.

ARTICLE XII

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

- (a) For the Donor:
Mr. Francesco La Camera
Director General
Ministry for the Environment, Land and the Sea
Department for Sustainable Development, Climate and Energy
Via Cristoforo Colombo, 44
00154, Roma – Italy
Fax: (+39-06) 57223702
- (b) For UNIDO:
Mr. Hiroshi Kuniyoshi
Deputy to the Director General
United Nations Industrial Development Organization
P.O. Box 300
Vienna International Centre
A-1400 Vienna, Austria
Email: ddg@unido.org

ARTICLE XIII

This Agreement shall enter into force upon signature by the parties hereto, on date of the last signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in two originals in the English language, at the place(s) and on the date(s) set forth below.

For the Donor:

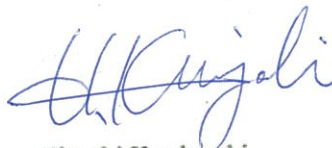


Francesco La Camera
Director General

Date: 01 APR. 2019

Place:

For the United Nations Industrial
Development Organization:



Hiroshi Kuniyoshi
Deputy to the Director General

Date: - 1 APR 2019

Place: Vienna, Austria



ANNEX B

SCHEDULE OF PAYMENTS

The Contribution of EUR 1,625,800 will be disbursed in two installments:

- 1) First installment of EUR 812,900 – upon signature of this Agreement
- 2) Second installment of EUR 812,900 – after receipt of a written request from UNIDO to the Donor and upon the receipt of and approval by the Donor of the narrative and financial report relating to the use of the first installment





UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

Project title	Fostering international partnerships between companies and/or institutions operating in the energy and environment sectors						
Project ID Number	190065						
Area/Location/Countries	Republic of Botswana Republic of Cuba Federal Democratic Republic of Ethiopia Islamic Republic of Iran Republic of Kazakhstan Republic of Kenya Republic of Peru						
RBM code: Thematic code:	HC3 Safeguarding the Environment HC32 Clean Energy Access for Productive Use						
Planned Start - finish date	30 April 2019 to 30 April 2021						
Duration	2 years						
Government coordinating agency & Executing agency/cooperating agency	Chambers of Commerce Industrial Associations Renewable Energy Associations						
Counterpart	<ul style="list-style-type: none">- Republic of <u>Botswana</u>: Ministry of Environment, Natural Resources Conservation and Tourism- Republic of <u>Cuba</u>: Ministry of Energy and Mining- Federal Democratic Republic of <u>Ethiopia</u>: Ministry of Environment, Forest and Climate Change- Islamic Republic of <u>Iran</u>: Department of Environment- Republic of <u>Kazakhstan</u>: Ministry of Energy and Ministry of Investments and Development- Republic of <u>Kenya</u>: Ministry of Environment and Forestry, Ministry of Mining and Petroleum and Ministry of Energy- Republic of <u>Peru</u>: Ministry of Environment						
Budget	<table border="0"><tr><td>- Support costs (10%):</td><td>147,800 EUR</td></tr><tr><td>- Counterpart inputs:</td><td>1,478,000 EUR</td></tr><tr><td>- Total:</td><td>1,625,800 EUR</td></tr></table>	- Support costs (10%):	147,800 EUR	- Counterpart inputs:	1,478,000 EUR	- Total:	1,625,800 EUR
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- Counterpart inputs:	1,478,000 EUR						
- Total:	1,625,800 EUR						

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Brief description:

The overall objective of the project is to promote investment and trade in sustainable energy and environment technology innovations and projects in Small and Medium-sized Enterprises (SMEs) among the seven partner countries and Italy.

This will be achieved through:

1. Providing technical assistance to identify and develop high-impact innovations and investment projects in SMEs in the sustainable energy and environment sector
2. Facilitating investment, commercialization and trade opportunities through international partnerships and collaboration

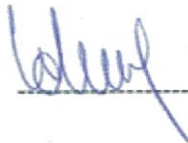
Approved:

Signature:

Date:

Name and title:


**On behalf of
IMELS:**



01 APR. 2019

IL DIRETTORE GENERALE
Dott. Francesco La Camera

**On behalf of
UNIDO:**



- 1 APR 2019

Hiroshi Kuniyoshi
Deputy to the Director General

