



MINISTERO DELL'AMBIENTE E DELLA TUTELA  
DEL TERRITORIO E DEL MARE  
Direzione Generale per la Protezione della Natura e del Mare

REGISTRO UFFICIALE - INTERNA  
Prot. 0015956 /PNM del 24/07/2017

**DONOR AGREEMENT  
BETWEEN  
THE MINISTRY OF THE ENVIRONMENT AND PROTECTION OF  
LAND AND SEA OF ITALY AND  
THE UNITED NATIONS ENVIRONMENT PROGRAMME/CMS  
SECRETARIAT  
FOR AN ATLAS ON MIGRATORY SPECIES**

WHEREAS the Ministry of the Environment and Protection of Land and Sea of Italy (hereinafter referred to as the "Champion") has the need to better define the bird migration between Africa and Europe as basic scientific requirement for sound hunting management of migrating species,

WHEREAS the Champion has decided to make a contribution of one million euros 1,000,000 EUR (hereinafter referred to as the "Contribution") to the United Nations Environment Programme/CMS Secretariat (hereinafter referred to as "UN Environment/CMS"), a subsidiary organ of the United Nations, an international inter-governmental organization for the conservation of migratory species under the Migratory Species Champion Programme.

WHEREAS UN Environment/CMS is prepared to receive and administer the Contribution for development of an atlas on migratory birds in the African Eurasian region.

NOW THEREFORE, UN Environment/CMS and the Champion hereby agree as follows:

**Article I. The Contribution**

1. The Champion shall, in accordance with the schedule of payments set out below, contribute to UN Environment/CMS the amount of 1,000,000 EUR. The Contribution shall be deposited in:

UNITED NATIONS (DECHI)  
Account number 6161603755  
IBAN number=DE56501108006161603755  
J.P Morgan AG  
Tounustor 1  
Frankfurt am Main, 60310  
Germany  
Wire transfers: Swift number= CHASDEFX, CHIPS UID:100619, National Routing 0002  
Reference code: 32MVL/SB-000707.20.18

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<u>Schedule of payments</u>	<u>Amount</u>
September 2017 upon receipt of Work Plan and Schedule	400,000 EUR
December 2018 upon receipt of substantive and financial implementation progress reports	300,000 EUR
December 2019 upon receipt of substantive and financial implementation progress reports	300,000 EUR

2. The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UN Environment/CMS of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UN Environment/CMS shall inform the Champion with a view to determining whether any further financing could be provided by the Champion. Failure by the Champion to provide such additional funding will not be regarded as a breach of this agreement.
3. UN Environment/CMS shall receive and administer the payment in accordance with the regulations, rules and directives of UN Environment.
4. All financial accounts and statements shall be expressed in United States dollars.

## Article II. Utilization of the Contribution

1. The implementation of the responsibilities of UN Environment/CMS shall be dependent on receipt by UN Environment/CMS of the contribution in accordance with the schedule of payments set out in Article I, paragraph 1 above.
2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UN Environment/CMS will submit to the Champion on a timely basis a supplementary estimate showing the further financing that will be necessary. The Champion may use its best endeavors to obtain the additional funds required.
3. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payments schedule, or if the additional financing required in accordance with paragraph 2 above is not forthcoming from the Champion or other sources, the activities to be implemented under this agreement may be reduced or suspended by UN Environment/CMS accordingly.
4. Any interest income attributable to the Contribution shall be credited to the UN Environment/CMS Account and shall be utilized in accordance with established UN Environment/CMS procedures.

### **Article III. Activities to be implemented**

1. The activity to be implemented with the Contribution will be the development of an atlas on migratory birds in the African Eurasian region. The activity will be implemented in accordance with the work plan and the schedule foreseen in Article I, paragraph 1, above.

In implementing this activity, the following elements should be considered:

- the Atlas will collate and harmonize data already in the ownership of EURING, within the EURING Data Bank, and other data bank available on the subject;
- the Atlas will give guidelines for activities connected with other CMS cross-cutting issues such biodiversity conservation in ecological network, climate change and connectivity;
- when planning activities on taxa and group of species, huntable species in the European Union will be prioritized, in order to provide useful elements in an adaptive decision-making process;
- when considering migration periods, data analysis could be based on decades, allowing consistency and use of results within the EU;
- results on the first group of species will be made available as soon as possible, and within the first year from the onset of analysis;
- the analysis will be completed within three years;
- a relevant part of results will be made promptly available to the public and shaped for a routine update based on EURING databank contents;
- web instruments will be suitable to integrate other useful data as those coming from species-specific monitoring program based with different technologies;
- a peer-review process will take place.

### **Article IV. Administration and reporting**

1. Management of the Contribution and expenditures shall be governed by the regulations, rules and directives of UN Environment.

2. Further to the implementation progress reports described in the “Schedule of payments” set out in paragraph 1 of Article I, and within six months after the date of completion or termination of the Agreement, a final report summarizing activities and impact of activities as well as financial data will be provided by UN Environment/CMS to the Champion.

### **Article V. Administrative and support services**

1. In accordance with the decisions and directives of UN Environment Assembly, the Contribution shall be charged a rate of 13 per cent for the programme support costs incurred by UN Environment/CMS in administering the Contribution.

### **Article VI. Equipment**

1. Ownership of equipment, supplies and other properties financed from the contribution shall vest in UN Environment/CMS.

### **Article VII. Auditing**

1. The Contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations and rules of UN Environment. Should an Audit Report of the United Nations Board of Auditors contain observations relevant to the Contribution, such information shall be made available to the Champion.

### **Article VIII. Advertisement of the Contribution**

1. The Champion shall not use the UN Environment/CMS name or emblem, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of UN Environment/CMS in each case. In no event will authorization be granted for commercial purposes, or for use in any manner that suggests an endorsement by UN Environment/CMS of its products or services. All correspondence and materials produced in connection with the implementation of the activity will give appropriate credit to the Champion .

2. The Champion acknowledges that it is familiar with UN Environment's ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UN Environment.

3. UN Environment/CMS will report on the Contribution to its institutional bodies in accordance with its regular procedures regarding Contributions. Other forms of recognition and acknowledgement of the Contribution will be subject to consultations between the Parties, but the manner of such recognition and acknowledgement shall always be consistent with the United Nations Rules and Regulations to that effect.

### **Article IX. Completion of the Agreement**

1. UN Environment/CMS shall notify the Champion when all activities supported by the Champion under this agreement have been completed.

2. Notwithstanding the completion of the activities, UN Environment/CMS shall continue to hold unutilized payments until all commitments and liabilities incurred have been satisfied.

3. If the unutilized payments prove insufficient to meet such commitments and liabilities, UN Environment/CMS shall notify the Champion and consult with the Champion on the manner in which such commitments and liabilities may be satisfied.

4. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be disposed of by UN Environment/CMS in consultation with the Champion.

### **Article X. Termination of the Agreement**

1. This Agreement may be terminated by UN Environment/CMS or by the Champion. The Agreement shall cease to be in force 30 (thirty) days after either Party has given notice in writing

to the other Party of its decision to terminate the Agreement.

2. UN Environment/CMS shall continue to hold unutilized payments until all commitments and liabilities incurred under this agreement up to the date of termination have been satisfied.

3. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be disposed of by UN Environment/CMS in consultation with the Champion.

#### **Article XI. Amendment of the Agreement**

1. The Agreement may be amended through an exchange of letters between the Champion and UN Environment/CMS. The letters exchanged to this effect shall become an integral part of the Agreement.

#### **Article XII. Settlement of Disputes**

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then obtaining, or according to such procedures as may be agreed between the parties.

2. Any dispute, controversy or claim between the Parties arising out of or relating to this Agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within (60) sixty days after receipt by one Party of the other Party's request for the amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### **Article XIII. Privileges and Immunities**

Nothing in this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UN Environment.

#### **Article XIV. Entry Into Force**

This Agreement shall enter into force upon the deposit by the Champion of the first contribution-payment to be made in accordance with the schedule of payments set out in Article I, paragraph 1 of this Agreement and the agreement shall remain effective for 48 months, unless terminated earlier pursuant to Article X above.

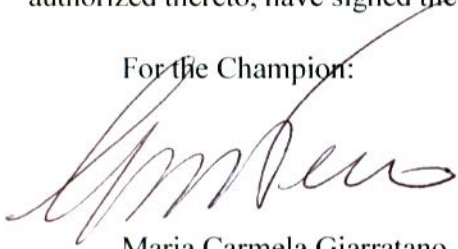
Considering that Mr. Chambers authorizes Ms. Cerasi to sign (in accordance to the

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delegation of authority dated 21 July 2017) in witness whereof, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

For the Champion:



Maria Carmela Giarratano

Director General  
Directorate Nature and Sea Protection  
Ministry of the Environment and Protection  
of Land and Sea of Italy

For UN Environment/CMS:

  
*for*

For Bradnee Chambers

Executive Secretary  
Convention on the Conservation of  
Migratory Species of Wild Animals

Laura Cerasi  
Associate Programme Officer, Fundraising  
and Partnerships

Date: 24 LUG. 2017

Date: 24 LUG. 2017