

AGREEMENT

between

THE ITALIAN MINISTRY OF FOREIGN AFFAIRS
(Direzione Generale per la Cooperazione allo Sviluppo)

and

**IUCN - INTERNATIONAL UNION FOR CONSERVATION OF NATURE AND
NATURAL RESOURCES**

Foreword

The Ministry of Foreign Affairs of Italy - Directorate General for Development Cooperation (hereinafter referred to as DGCS or Donor), and IUCN, International Union for Conservation of Nature and Natural Resources (hereinafter referred to as IUCN):

consistent with the DGCS support of initiatives addressing biodiversity conservation and sustainable management of protected areas and natural resources for the benefit of local communities and environmental health;

considering the General Agreement between IUCN and the Directorate General for Development Cooperation – DGCS signed on the 3rd of November of 1995;

mindful that the Italian Government has expressed a commitment to support the Project “Institutional Support to the Albanian Ministry of Environment for Sustainable Biodiversity Conservation and Use in Protected Areas and the management of hazardous waste” in Albania; approved by DGCS Advisory Committee on July 31st 2008; and

considering that IUCN is the leading international organisation on protected area planning and management and biodiversity conservation and that since 1995 the DGCS has been working closely with IUCN in relation to the improvement of protected area management effectiveness and the enhancement of trans-boundary cooperation in ecosystem management to the benefit of biodiversity conservation and sustainable development

Have agreed as follows:

wff *NR*

Article 1

GOAL AND OBJECTIVES

1. The goal of the Project is to strengthen the Albanian Ministry of Environment's capacity to undertake effective management of its mandated areas of biodiversity conservation, as it pertains to protected areas, and hazardous waste management, with the focus being on movement of hazardous waste.
2. The Project Document is attached as *Annex I* and forms an integral part of this Agreement. Within two months from the start of the project, IUCN ROfE will submit to the Donor an Operational Project Document including a General Operational Plan (GOP). This document, after being approved by DGCS, will replace the Project Document in *Annex I*. In the event that the terms contained in *Annex I* are contrary to or inconsistent with those contained in this Agreement, then the latter shall govern and prevail over the former.
3. The original of this Agreement has been written and signed in English and both Parties waive any right to have this Agreement written and signed in any other. If this Agreement is translated into a language other than English, the English version prevails.

Article 2

DURATION

1. This Agreement shall come into force as of the date of its signing by IUCN and DGCS and will remain in force twenty four (24) months thereafter. The inception of Programme activities will be calculated as of the date that the project manager is recruited and operational in the project area.
2. The Parties may decide to extend the validity of this Agreement by mutual written consent signed by their authorized representatives. Should the need for a no cost extension arise during the course of the implementation the said extension and any budgetary change resulting from it will have to be approved in advance by the DGCS by an exchange in writing.
3. The Agreement may be terminated earlier by either Party in accordance with the termination provision below (Article 8, par. 1).

Article 3

FINANCIAL ARRANGEMENTS

1. The total budget for the Project is 2.215.191 EURO provided by DGCS
2. Payment shall be made as follows:

First Instalment: EURO 1.107.595,50

Second Instalment: EURO 886.076,40



Third Instalment: EURO 221.519,10

The first instalment shall be deposited in the IUCN's bank account provided hereunder upon completion of DGCS procedures, and not later than 2 months after the signature of the present agreement. When 80% of the first instalment has been spent, and upon receipt and written approval by DGCS of the relevant Financial and Narrative Statement and Progress Reports (as mentioned in the Protocol for Planning and Reporting , attached hereto as *Annex III*) provided by IUCN, the second instalment will be transferred to IUCN's account. The third instalment will be disbursed within the last semester of project activities, upon completion of a donor monitoring mission.

The payment shall be deposited to the account of:

IUCN - International Union for Conservation of Nature and Natural Resources

Union Bank of Switzerland AG

Place St François 16

Case Postale 3991

CH-1002 Lausanne

Switzerland

EURO Account no : 243-335035.61B

SWIFT: UBSWCHZH80A

IBAN: CH95 0024 3243 3350 3561 B

3. IUCN shall maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with its regulations, rules, directives and procedures to sufficiently substantiate expenditure of the funds provided by the Donor. Unless otherwise agreed in writing by the Parties, these records shall be retained by IUCN for a period of three years from the date of submission of the Final Report (as mentioned in *Annex III*).
4. IUCN shall maintain a dedicated account number for the contribution showing all income and expenditures related to the project Contributions paid and expenditures incurred shall be in Euros.
5. Any interest derived from the contribution shall be accounted for separately and shall be utilized upon mutual written agreement of the Parties.
6. As shown in the budget set forth in *Annex I*, the contribution shall cover expenditures for project activities, staff cost (direct project cost) and an IUCN management fee that is calculated at the rate of ten per cent (10%) of direct project costs.

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Article 4

IMPLEMENTING ORGANIZATION

1. The Project implementing Organization will be IUCN Regional Office for Pan-Europe (ROfE) in Brussels, Belgium. The Regional Office will be responsible for providing the Donor with comprehensive information on the project and on the use of the funding provided by the Donor, according to the Protocol for Management and communication with the Donor attached hereto as *Annex II*, which forms an integral part of this Agreement.

Article 5

PROJECT MANAGEMENT AND COORDINATION

1. Authority for the direct management and coordination of the project is delegated by IUCN to its Regional Office for Pan-Europe (ROfE) in Belgium. For this purpose IUCN ROfE, in consultation with and with the endorsement of DGCS, will recruit and appoint a Project Manager, as set forth in *Annex II*.
2. The Project Manager will work under the guidance and oversight of the Regional Programme Coordinator and under the overall supervision of the Regional Director of IUCN ROfE, as set forth in *Annex II*.
3. To achieve the Project's objectives and results agreed by the Parties hereunder, the IUCN ROfE will implement activities with its partners, in conformity with the Terms of Reference, allocated budget, IUCN Standard Terms and Conditions, and DGCS approved General and Detailed Operational Plans, all of which documents shall be annexed to and become an integral part of a legally enforceable contract between IUCN and each partner. Each partner shall report and be directly accountable to IUCN and will be required to follow IUCN rules and procedures relating to programme implementation. DGCS reserves itself the right to approve or disqualify any eventual partner which may be in breach of the Italian law. By no means the Italian Cooperation is to be held liable for any deed or wrong doing by the implementing partner.

Article 6

PROJECT PLANNING AND REPORTING

1. IUCN will be responsible for ensuring that all activities are carried out in full compliance with the Project Document and the General and Detailed Operational Plans. IUCN will be responsible for the drafting of the above-mentioned Plans and reports on Project activities and related expenditures. These Plans and reports will be prepared utilizing formats agreed with DGCS and in accordance with such modalities, frequency and timing as specified in

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Annex III – Protocol for Planning and Reporting - which forms an integral part of this Agreement.

Article 7

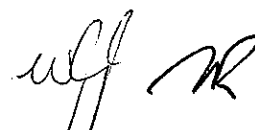
MONITORING, EVALUATION AND AUDITING

1. The funding provided hereunder shall be subject exclusively to the internal and external auditing procedures provided for in IUCN's regulations, policies and directives. If the auditors finding will be relevant to the donor the agency undertakes to share the said findings with the donor.
2. A joint monitoring/appraisal/evaluation of the activities financed under the aforesaid Project code shall be jointly undertaken by the Donor and IUCN.
3. DGCS may request at any time information about the status and the progress of the project, and IUCN shall respond to such requests within a reasonable time.
4. IUCN shall facilitate visits by representatives of the Donor, upon reasonable advance written notice, for the purpose of studying activities relevant to the Project and for monitoring and evaluation purposes.
5. IUCN and DGCS may, either jointly or separately, and at any time during the duration of this Agreement, appraise the implementation of the project. The cost of such evaluation shall be borne by the party requesting the appraisal.

Article 8

PROJECT TERMINATION

1. Either party has the right to terminate this Agreement upon at least three (3) months written notice.
2. The obligations assumed by IUCN under this Agreement shall outlive its termination to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds, and property, as well as the settlement of accounts between the Parties and the settlement or termination of all contractual obligations and liabilities as required in respect to any personnel, subcontractors, consultants, and/or suppliers.
3. Notwithstanding the termination of the Project, IUCN shall continue to hold any unutilized funds received from DGCS hereunder until all its outstanding obligations and liabilities incurred toward third parties in the implementation of the Project have been satisfied and project activities brought to an orderly conclusion.
4. Any balance in the Contribution funds remaining unspent after such obligations and liabilities have been satisfied shall be disposed of by IUCN upon prior accordance by the



Donor's written instructions or, absent such instructions, shall be returned by IUCN to the Donor.

5. Ownership of equipment, supplies and other properties acquired with Contribution funds shall be transferred to a local public entity of IUCN's choice. IUCN shall prepare a report of non expendable equipment purchased by IUCN for the Project within thirty (30) days following its closure date. Decisions on its future use shall be made by mutual written agreement with the Donor and in accordance with IUCN's regulations, rules, directives and procedures.

Article 9

DISPUTE RESOLUTION

1. In the event of any dispute concerning the implementation or interpretation of this Agreement or the related programme activities, the parties to the dispute 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 - which cannot be settled amicably within forty-five (45) days - shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules (UNCITRAL). The Parties hereto agree to be bound by any arbitration award rendered in accordance with this provision as the full and final adjudication of any dispute.
2. If the matter cannot be resolved between the parties, the matter shall be dealt with in a manner consistent with the IUCN/ DGCS 1995 Framework Agreement.

Article 10

VISIBILITY

1. The official logo and name of the Donor shall be used by the IUCN along with its own one in view of providing proper visibility to the Project activity. The IUCN shall acknowledge the contribution of the Donor to the Project in any advertising or publicity connected with the Project.

Article 11

PRIVILEGES AND IMMUNITIES

1. Nothing in this Agreement or relating thereto shall be construed as constituting a waiver of the privileges and immunities enjoyed by IUCN.



Article 12

CORRESPONDENCE

All correspondence regarding the implementation of this Agreement shall be addressed to:

IUCN	DGCS
IUCN Regional Office for Pan-Europe Boulevard Louis Schmidt 64 1040 Brussels Tel : +32 2 732 8299 Fax : + 32 2 732 9499	Ministry of Foreign Affairs DGCS – Ufficio III P.le della Farnesina, 1 00197 Rome - Italy Tel. : (39-06) 3691 4110 Fax : (39-06) 36912011/3235980

This document shall, upon signature of the parties below, constitute the Agreement on the subject specified in here between the Italian Ministry of Foreign Affairs – Directorate General for Development Cooperation (DGCS) and IUCN.

International Union for Conservation of Nature
and Natural Resources - IUCN

Italian Ministry of Foreign Affairs
DGCS

Gland **DGO**
Received: **02 DEC. 2009**
Réf. N°
ACTION INFO

Rome

DGO
Received: **02 DEC. 2009**
Réf. N°
ACTION INFO

