

AGREEMENT

BETWEEN

THE ITALIAN MINISTRY OF ECOLOGICAL TRANSITION (IMET)

AND

THE SECRETARIAT OF THE UNITED NATIONS CONVENTION TO COMBAT  
DESERTIFICATION REPRESENTED BY THE GLOBAL MECHANISM

OF THE UNITED NATIONS CONVENTION TO COMBAT DESERTIFICATION

REGARDING

THE IMPLEMENTATION OF THE INITIATIVE

“CREATING LANDS OF OPPORTUNITY:

TRANSFORMING LIVELIHOODS THROUGH LANDSCAPE RESTORATION IN THE  
SAHEL”

**Name of the Agency:**

The Global Mechanism of the United Nations Convention to combat Desertification (GM)

[REDACTED]

**Name of the Donor:**

Italian Ministry of Ecological Transition (IMET)

[REDACTED]

**Preamble**

**The Global Mechanism of the United Nations Convention to Combat Desertification and the Italian Ministry of Ecological Transition (hereinafter collectively designated as “the Parties”),**

**Whereas** Italy is Party to the United Nations Convention to Combat Desertification (UNCCD);

**Whereas** the Managing Director of the Global Mechanism is delegated by the Executive Secretary of the United Nations Convention to Combat Desertification Secretariat to, inter alia, enter into agreements with donors on programmes and voluntary contributions.

**Whereas** with letter of March 28<sup>th</sup>, 2019 (prot. 2872/SVI dated 29/03/2019), the Global Mechanism of the United Nations Convention to Combat Desertification (GM) submitted to the then Italian Ministry for the Environment, Land and Sea a detailed proposal for the Project “Creating lands of opportunity: Transforming Livelihoods through Landscape Restoration in the Sahel”;

**Whereas** with letter of April 2<sup>nd</sup>, 2019 (prot. 3017/SVI), the then Italian Ministry for the Environment, Land and Sea agreed to provide a contribution to UNCCD for an amount of €

6,000,000.00 (six million euros) to support the Project “Creating lands of opportunity: Transforming Livelihoods through Landscape Restoration in the Sahel”;

**Whereas** on April 3<sup>rd</sup>, 2019, the first instalment amounting to € 2,500,000.00 (two million five hundred euros) was transferred by the then Italian Ministry for the Environment, Land and Sea to UNCCD;

**Whereas** with Decree-Law of the Government of Italy n. 22 of March 1<sup>st</sup>, 2021, the Italian Ministry for the Environment, Land and Sea was renamed Italian Ministry of Ecological Transition (IMET);

**Whereas** the Parties wish to enter into a formal Agreement to regulate the modalities for the implementation of the Project “Creating lands of opportunity: Transforming Livelihoods through Landscape Restoration in the Sahel”;

**NOW THEREFORE, The Parties agree that the following provisions shall be applied to the execution of the Agreement regarding the implementation of the initiative “Creating land of opportunities: Transforming Livelihoods through Landscape Restoration in the Sahel”:**

#### ARTICLE 1

1. IMET shall make available, on a grant basis, a contribution (Contribution) of 6.000,000 euros (six million euros) to support the implementation of UNCCD) through provision of financial support (Contribution) to the initiative “Creating land of opportunities: Transforming Livelihoods through Landscape Restoration in the Sahel” (hereinafter referred to as “the Project”) implemented by the GM as described in Article II.

#### ARTICLE II

1. The GM shall carry out the activities as specified in the Project Document attached as Annex 1 to the Agreement or as may otherwise be agreed in writing between IMET and GM.
2. The implementation of responsibilities of the GM as the Executing Entity pursuant to the Agreement and the Project document (Annex 1) shall be dependent on receipt of the Contribution by the UNCCD. Annex 1 constitutes an integral part of this Agreement.
3. The Contribution will be deposited in the Trust Fund for Voluntary Financing of the UNCCD/Global Mechanism.

#### ARTICLE III

1. The Contribution shall be paid to the bank account in three instalments according to the following schedule of payments:

- Instalment 1: 2,500,000 euros (two million five hundred thousand euros), transferred on April 3rd, 2019, upon submission of the project proposal:
- Instalment 2: 2,500,000 euros (two million five hundred thousand euros), upon receipt and approval of a written request by GM and a progress technical and financial report on the effective use of two-thirds of the first payment:
- Instalment 3: 1,000,000 euros (one million euros), upon receipt of a written request by GM and a progress technical and financial report on the effective use of two-thirds of the second payment.

#### ARTICLE IV

##### **Reporting and accounting**

1. The GM shall provide IMET yearly with progress and interim technical and financial reports on the implementation of the activities financed by IMET and a final technical and financial report within three months after the completion of the activities and a statement of expenditure on the use of the Contribution.
2. A copy of the GM's audited financial statements shall be provided as soon as they have been finalized.
3. Reports shall be submitted in Euro and in the holding-currency used by the Organization and may be drawn from financial statements denominated in other currencies as per the Organization's legislative requirements. In such cases and for the purpose of reporting, conversion into Euro shall be made using the rate of exchange at which the Contracting Authority's Contribution was recorded in the Organization's accounts (weighted average).
4. The GM shall facilitate the representatives of IMET to carry out an evaluation of the Project. IMET shall communicate its intention to do so in writing to the GM two (2) months in advance so that the GM duly prepares for such evaluation.
5. If deemed necessary, IMET shall hire External Auditors to perform a dedicated audit on the use of the Italian Contribution. The cost of such audit shall be borne by IMET. The GM shall receive a written communication detailing any relevant information regarding the audit 2 (two) months in advance before any audit of the External Auditors is carried out.

#### ARTICLE V

##### **Duration of Agreement**

1. The Agreement shall come into force and effect upon the date of the last signature and shall be valid until 01/11/2023], and any time, thereafter, as agreed by the Parties to allow for the implementation of any scheduled/agreed activity.

## ARTICLE VI

### **Information and acknowledgement**

1. The GM shall provide IMET with such other information on the activities as may be reasonably requested from time to time for public information, dissemination or other purposes.
2. The GM and IMEIT shall promptly inform each other of any event or situation which might affect the implementation of the Project, and which may necessitate a modification or alteration of the scope, implementation, Financing Plan, Work Plan, or other aspects of the Agreement.
3. The GM shall, in all its publications and reports concerning the activities, specifically mention that IMET has provided the financial resources for the activities.

## ARTICLE VII

### **Management of Contribution and procurements**

1. The use and management of IMET Contribution shall be administered in accordance with the applicable provisions of the UNCCD, the Regulations and Rules of the United Nations and the accounting policies and practices of the GM. The GM shall take all appropriate measures to ensure that no illegal or corrupt practices relate to the use of IMET Contribution.
2. All procedures shall be made in accordance with the financial rules and procurement practices applicable at UNCCD. Invitations to tender as well as procurement contracts shall include a clause on the possibility of the tender being rejected and the contract being cancelled, in case any illegal or corrupt practices have related to the award of the execution of the contract.
3. The GM and IMET warrant that at the time of signing the Agreement no conflict of interest exists or is likely to arise in connection with the same.
4. No offer, gift, payment or benefit of any kind, which would or could be construed as an illegal or corrupt practice, shall be accepted, either directly or indirectly, as an inducement or reward for the award or execution of procurement contracts under the present Agreement.

## ARTICLE VIII

### **Representatives of IMET**

1. The GM shall facilitate the participation of the officials or designated representatives of IMET, at IMET's expense, in any preparation, review or evaluation missions or other activities relating to the implementation of the present Agreement.

## ARTICLE IX

### **Representatives and name, emblem, and logo**

1. Neither Parties' representatives or staff shall be considered an agent or representative of the other Party: neither Party shall use the other Party's name, emblem, or logo without its prior written consent, nor shall either Party declare or imply that it has an officially recognized affiliation or status with regard to the other Party.

## ARTICLE X

### **Privileges and immunities**

1. Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UNCCD, including its Secretariat and the GM, and the United Nations, including its subsidiary organs.

## ARTICLE XI

### **Settlement of Disputes**

1. The GM and IMET shall seek to settle by consultation on an amicable basis any difference and disputes arising from or relating to the interpretation or implementation of the Agreement.

## ARTICLE XII

### **Special Provisions**

1. Any remaining balance of the Contribution and the interest accrued thereto shall, upon the termination of the Agreement, be returned to IMET or, in consultation with IMET, be reallocated to other activities of Affected Developing Countries supported by the GM.
2. IMET reserves the rights to claim repayment in full or in part if the funds are found to have been misused or not satisfactory accounted for.
3. IMET shall not accept any responsibility or liability for any claims, debts, demands or loss as a result of the implementation of the Agreement.

ARTICLE XIII

**Entry into Force and amendments to the Agreement**

1. The Agreement shall enter into force on the date of the last signature by IMET and the GM and shall terminate on 1<sup>st</sup> November 2023. Either Party has the unconditional right to terminate at any time the Agreement by giving the other Party three month's advance written notice. Notwithstanding the foregoing, any commitment consistent with the Agreement entered into by the GM prior to its receipt of such termination shall be honored by IMET.
2. Any amendment or modification to the Agreement shall be mutually agreed on between IMET and the GM in writing.
3. The present Agreement is made in two originals in English language and duly signed by the authorized representatives of IMET and the GM.

For the United Nations Convention to  
Combat Desertification, Global Mechanism

For the Italian Ministry of Ecological  
Transition

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Signature



\_\_\_\_\_  
Date  
Bonn, Germany

\_\_\_\_\_  
Date  
Rome, Italy