Information for donors

How to join UNSCAR as a government or private donor:

1. Contact the UN Office for Disarmament Affairs (UNODA) through conventionalarms-unoda@un.org

2. A financial agreement will be jointly developed, to be signed by the donor and UNODA. (For your reference, Annex 1 contains the generic financial agreement).

3. The pledged amount can be transferred to UNSCAR.

Strategic Planning Group:

Donors that have pledged funds for UNSCAR can join the UNSCAR Strategic Planning Group. The making of a pledge and its acceptance are recorded in an exchange of letters.

Timeline:

The 2014 call for proposals is open from 26 May – 18 July 2014. Decisions on funded project will be taken at the Strategic Planning Group meeting in October 2014.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF <enter name of Government>
AND
THE UN OFFICE FOR DISARMAMENT AFFAIRS

Following a request for assistance from the UN Office for Disarmament Affairs (UNODA), the Government of <enter name of Government> ("the Government") agrees that it will make available to UNODA, a Grant in the amount of <enter currency and amount> ("the Contribution") for the United Nations Facility Supporting Cooperation on Arms Regulation (UNSCAR) ("the Project").

1. The Contribution covers the implementation period from <enter start date> with an end date of <enter end date>.

2. UNODA will make every effort to ensure timely and full implementation of the Project.

3. The Contribution will include a provision not exceeding 10% of the total amount to assist with the defrayment of the cost of administration and other expenses incurred by UNODA and implementing partners. The rate of 7 per cent will apply to projects undertaken by eligible implementing organizations. An additional 3 per cent will be charged by UNODA when it serves as the pass-through agency.

4. The funds will be disbursed to the UNODA in <indicate the number of instalments>. The first instalment of the Grant <enter currency and amount> will be disbursed soon after signing the Agreement. The second instalment will be disbursed <state when it will be disbursed>. The Government will transfer the amounts to the following bank account:

   <enter bank details>

5. UNODA will administer and account for the Contribution in accordance with its financial regulations and other applicable rules and procedures and practices and keep separate records for the Project. The Contribution will be used solely for the activities relating to the Project.

6. Any interest accrued from the investment of the Contribution will be used to fund activities related to this project.

7. Any unspent funds at the end of the implementation period will be returned to the Government unless otherwise agreed between the parties.

8. UNODA will submit to the Government by <enter date> a final narrative and certified financial report on the activities of the project as follows:

   a) A narrative report which details outputs, achievements and impacts, as appropriate

   b) A financial report showing funds received and expended for the Project.

9. The Government will not be responsible for the activities of any person employed by UNODA as a result of this Memorandum, nor will the Government be liable for any costs incurred by UNODA in terminating the engagement of any such person.
Annex 1 – Generic financial agreement

10. UNODA releases Project Personnel and their Dependents from all actions, suits, proceedings, claims and demands which UNODA may have now or in the future against them or any of them in relation to loss or damage resulting from, or consequent upon the Project.

11. UNODA will indemnify and at all times hereafter will keep indemnified the Government and the Project Personnel and their Dependents against:

   a. All actions, suits, proceedings, claims and demands which any third party may have now or in the future against them or any of them in relation to loss or damage resulting from, or consequent upon the Project; and

   b. Any claim for contributions which any party may have now or in the future against any of them in respect of any such actions, suits, proceedings, claims or demands.

12. The release and indemnity in Paragraphs 10 and 11 above will not apply if the Parties have mutually decided that an action, suit, proceeding, claim or demand arises from a criminal act, gross negligence or wilful misconduct of the Government, Project Personnel or their Dependents.

13. The Government may decide to terminate or modify the project if any changes occur which, in the reasonable opinion of the Government, may impair significantly the developmental value of the project. The Government will normally consult with UNODA on measures to resolve the problem and possible courses of action. In the event that the Government decides to terminate the project, all remaining funds other than those irrevocably committed in good faith before the date of termination and those agreed between the two parties as being required to finalize activities will be returned to the Government.

14. Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both the Government and UNODA are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. UNODA is committed to taking appropriate steps to ensure that funding provided by the Government to support UNODA is not used to provide assistance to, or otherwise support, terrorists or terrorist organisations, and will inform the Government immediately if, during the course of this Memorandum, UNODA determines that any such funds have been so used.

15. Any differences or disputes which may arise between the Parties concerning the interpretation or application of the Memorandum will not be subject to adjudication or arbitration by any national or international court or tribunal but will be dealt with amicably between the Parties to achieve peaceful settlement of the dispute.

16. This Memorandum may be amended at any time by mutual agreement in writing in the form of a formal Exchange of Letters between the Parties.

17. This Memorandum is neither a treaty nor an instrument of treaty status and correctly sets out the understanding of the Government and UNODA in this matter. The arrangements set out in this Memorandum will come into operation on the latest date of signature of the Memorandum.
I confirm that the provisions set out in this Memorandum of Understanding reflect the Government of <enter name of Government’s> understanding in this regard.

Signed (<enter name of Government>) ______________________ Date __________________

Name in Capitals __________________________________

I confirm that the provisions set out in this Memorandum of Understanding reflect UNODA’s understanding in this regard.

Signed (UNODA) ______________________ Date __________________

Name in Capitals __________________________________