



## CONTRIBUTION AGREEMENT

Date: 31 January 2011

Dear Sir/Madam,

I am pleased to inform you that the **Fukuoka Habitat Institute** (hereinafter referred to as the “**Donor**”) has decided to make a contribution of **Sixty-thousand US dollars** (hereinafter referred to as the “**Contribution**”) to the **United Nations Human Settlements Programme** (hereinafter referred to as “**UN-HABITAT**”), a subsidiary organ of the United Nations, and implementing agency of the **Mekong Water and Sanitation Initiative (MEK-WATSAN)** in **Lao PDR** referenced in the attached project document as Annex 1 (details attached).

Under this Agreement, UN-HABITAT is responsible for the promotion and installation of Rainwater Harvesting (RWH) systems in 5 selected schools in Lao PDR, whereas the Fukuoka Habitat Institute is responsible for providing the funds for RWH system materials and labor as well as related support and administrative costs as indicated in the Project Budget.

The contribution shall be deposited to the following Bank and account:

Bank Name: JP Morgan Chase (International Agencies Banking)  
Bank Address: 1166 Avenue of the Americas, New York, NY 10036-2708, USA  
(Tel: 1-212-270-0452 / Fax: 1-212-270-1575)  
Account Title: United Nations Habitat and Human Settlements Foundation Gains  
Account: Account  
Account Number: 485-000296  
ABA Number: 021 000 021  
SWIFT: CHASUS33XXX

The Donor will inform UN-HABITAT when the contribution is paid via an e-mail message with remittance information to Mr. Antoine King, Director, Programme Support Division, UN-HABITAT ([antoine.king@unhabitat.org](mailto:antoine.king@unhabitat.org)).

UN-HABITAT shall receive and administer the contribution in accordance with UN-HABITAT’s Financial Regulations and Rules, policies and procedures, and on the following terms and conditions:

*AK*

- (1) The Contribution shall be paid in accordance with the following schedule:  

First and Last Installment of USD60,000 upon signing of the Agreement
- (2) The above schedule of payments takes into account the requirement that the payments shall be made in advance of the execution/implementation of planned activities. It may be amended to be consistent with the progress of project delivery.
- (3) This Grant will be used exclusively for the Project in the annex 1.
- (4) In accordance with the regulations and rules of UN-HABITAT, the Contribution shall be subject to cost recovery by UN-HABITAT for two distinct cost categories related to the provision of support services, namely:
  - (a) Indirect costs incurred by UN-HABITAT in providing Programme Support. To cover these costs, the contribution shall be charged a fee equal to 13%.
  - (b) Direct costs incurred for implementation support services provided by UN-HABITAT and/or an executing entity or implementing partner. As long as they are unequivocally linked to the specific programme/project, these costs are built into the project budget against a relevant budget line and, in the case of clearly identifiable transactional services, charged to the project/programme according to standard service rates.
- (5) The contribution and activities financed there from shall be subject exclusively to internal and external auditing procedures provided for in the financial regulations, rules and directives of UN-HABITAT. Should an Audit Report of the Board of Auditors of the United Nations to its governing body contain observations relevant to the contributions, such information shall be made available to the Donor.
- (6)
  - (a) The Donor shall not use the UN-HABITAT name or emblem, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of UN-HABITAT 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-HABITAT of Donor, its products or services.
  - (b) The Donor acknowledges that it is familiar with UN-HABITAT'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-HABITAT.
  - (c) The Donor may make representations to its shareholders and internal budget officials as required about the fact of the contribution to UN-HABITAT. Any other use of the UN-HABITAT name or emblem, and any other form of recognition or acknowledgement of the contribution of the Donor are subject to



consultations between the Parties, and the prior written agreement of UN-HABITAT.

- (d) UN-HABITAT will report on the contribution to its Governing Council in accordance with its regular procedures regarding contributions from private donors. Other forms of recognition and acknowledgement of the contribution are subject to consultations between the Parties, but the manner of such recognition and acknowledgement shall be determined at the sole discretion of UN-HABITAT.
- (7) (a) 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 UNCITRAL Conciliation Rules then obtaining, or according to such procedure as may be agreed between the parties.
- (b) 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 sixty (60) days after receipt by one Party of the other Party's request for such 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.
- (8) 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-HABITAT.
- (9) Any payments that remain unexpended after all commitments and liabilities have been satisfied shall be disposed of by UN-HABITAT in consultation with the Donor.

*Acc*

The Donor and UN-HABITAT will consult with each other in respect of any matter that may arise from or in connection with the Grant.

Please sign both originals to acknowledge receipt of the contribution and return one original to Fukuoka Research Institute. This letter and your acceptance of this contribution on the terms set forth herein shall constitute an agreement between **Fukuoka Habitat Institute** and **UN-HABITAT** on the subject matter hereof.

Sincerely yours,



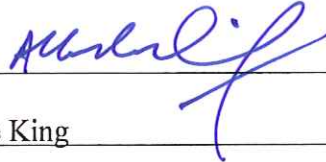
Hideaki MORIYAMA

Representative

Fukuoka Habitat Institute

**Acceptance:** United Nations Human Settlements Programme:

**Signature:** \_\_\_\_\_



**Name:** \_\_\_\_\_

Antoine King

**Title:** \_\_\_\_\_

Director, Programme Support Division

**Date:** \_\_\_\_\_

15 Feb 2011

## **Annex 1 Project Document**

### **Expanding Access to Safe Water through Rainwater Harvesting Systems in MEK-WATSAN Schools**

#### **1. Objectives**

The objectives of the Project are to complement on-going MEKWATSAN projects; to provide 5 selected schools in Savannakhet Province, Lao PDR with Rainwater Harvesting (RWH) systems; and to raise awareness on this alternative as a viable source to expand access to safe water.

#### **2. The RWH System**

The basic components of the RWH system include the following:

- Rainwater collection from the Roof (catchment area)
- Rainwater collection system consisting of PVC pipes connected to the gutter water outlet; and
- Storage reservoir (concrete jars)



Figure1 – Model of RWH System in Schools in Lao PDR

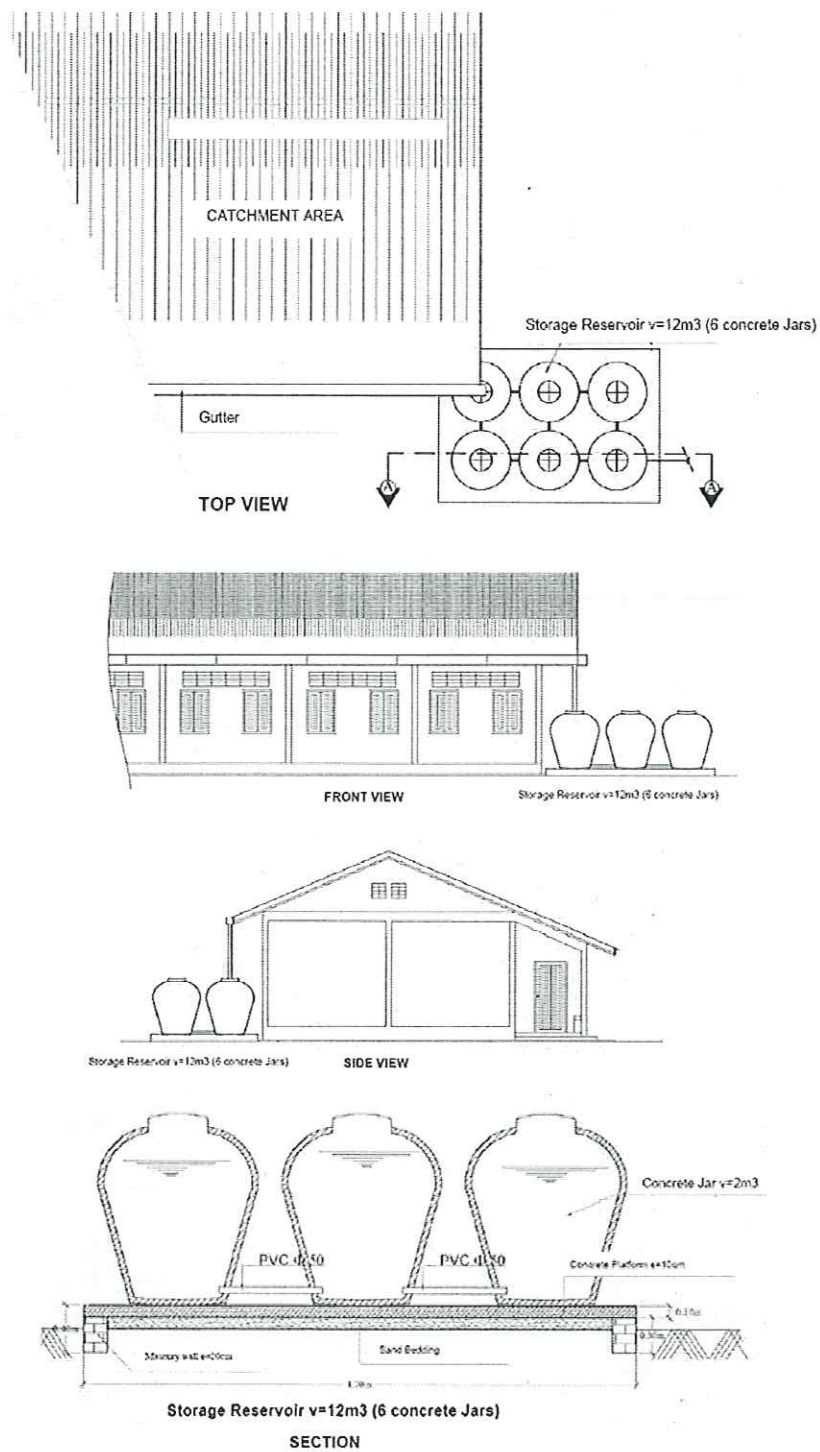


Figure1 – Components of RWH System in Schools in Lao PDR

### 3. PROJECT BUDGET

The total project budget is US\$60,000 with the following breakdown:

<b>Item</b>	<b>Total cost in USD</b>
Rainwater Harvesting systems for 5 schools (including materials and labour)	\$52,200
Support and administrative costs	\$7,800
<b>Total cost of the project</b>	<b>\$60,000</b>