

CONTRIBUTION AGREEMENT

Date: 18 March 2009

Dear Sir,

I am pleased to inform you that the Fukuoka Habitat Institute (hereinafter referred to as the "Donor") has decided to make a contribution of USD50,000 [not exceeding US Dollars 50,000 over the life of the Project], (hereinafter referred to as the "Grant") to the United Nations Human Settlements Programme (hereinafter referred to as "UN-HABITAT"), a subsidiary organ of the United Nations, an international organization for the Project under the Water and Sanitation Trust Fund.

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 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 Andre Dzikus (Andre.Dzikus@unhabitat.org), Chief of Water and Sanitation Section II, Water, Sanitation and Infrastructure Branch at UN-HABITAT.

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:

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

First and Last Instalment of USD50,000 by 30 April 2009
- (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 (Water and Sanitation Trust Fund: mainly China and Myanmar).
- (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.

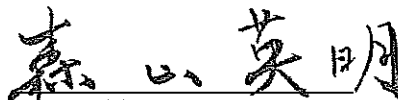
(8) Nothing in this agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UN-HABITAT.

(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.

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 Habitat 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,



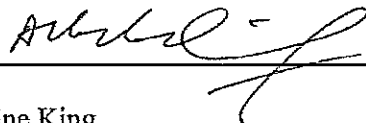
Hideaki MORIYAMA

Representative

Fukuoka Habitat Institute

Acceptance: United Nations Human Settlements Programme:

Signature: _____



Name: _____

Antoine King

Title: _____

Director, Programme Support Division

Date: _____

25 March 07