

**Global
Green Growth
Institute**

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MINISTERO DELL'AMBIENTE
E DELLA TERRA DEL TERZIO RIO E DEL MARE
DIREZIONE GENERALE PER LE POLITICHE DEL TERZIO RIO E DEL MARE
E PER I RAPPORTI CON I PAESI TERZI E CON LE ORGANIZZAZIONI INTERNAZIONALI
UFFICIO DEL DIRETTORE

19 GEN. 2018

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CONTRIBUTION AGREEMENT

BETWEEN

**THE MINISTRY FOR THE ENVIRONMENT, LAND AND SEA OF
THE ITALIAN REPUBLIC**

AND

THE GLOBAL GREEN GROWTH INSTITUTE

**TO SUPPORT RWANDA IN THE FIELD OF CLIMATE CHANGE
VULNERABILITY, MITIGATION AND ADAPTATION**

The Ministry for the Environment, Land and Sea of the Italian Republic (“IMELS”) and the Global Green Growth Institute (“GGGI”) hereinafter referred to individually as a “Signatory” and jointly as the “Signatories”;

Recognizing that IMELS is currently developing environmental cooperation activities in the African countries in the field of climate change vulnerability, mitigation and adaptation;

Recalling the objectives of GGGI to promote sustainable development of developing and emerging countries, including the least developed countries;

Noting that GGGI is an international organization with its headquarters located in Seoul, Republic of Korea and established by the “Agreement on the Establishment of the Global Green Growth Institute” done in Rio de Janeiro on 20 June 2012 (the “Establishment Agreement”);

Recalling that on November 15th, 2016 the Italian Ministry for the Environment, Land and Sea (IMELS) and the Ministry of Natural Resources of the Republic of Rwanda have signed a Memorandum of Understanding (MoU) in the field of Climate Change Vulnerability, Risk Assessment, Adaptation and Mitigation;

Considering that IMELS and the Ministry of Natural Resources of the Republic of Rwanda, that now has changed its name to the Ministry of Environment (MoE), have expressed willingness to collaborate with GGGI as a technical implementation partner to catalyze and leverage environmental activities in Rwanda;

Considering that IMELS and GGGI have agreed to support Rwanda in implementing projects and activities in the field of climate change mitigation and adaptation, the details of which are set out in Annexes I and II,

Have agreed as follows:

**ARTICLE 1
OBJECTIVE**

The objective of the Contribution Agreement is to support the Rwandan Government in identifying and promoting projects and technology transfer opportunities, providing ad hoc capacity building activities in the field of renewable energy and energy efficiency, green cities development, sustainable agriculture, water resource management and sustainable waste management with the aim of supporting sustainable development, local job creation and fostering international partnerships.

**ARTICLE 2
ACTIVITIES**

2.1 The Signatories agree that GGGI shall implement the Project, as described in Annex I [*Project Description, Project Implementation, Monitoring and Reporting*] and Annex II [*Budget*] based on the following activities:

- a. supporting the elaboration of projects;
- b. strengthening capacity building;
- c. supporting NDC communication;
- d. selecting the “liaison” persons;
- e. monitoring and reporting activities;
- f. identifying projects for blending bilateral and multilateral funds.

2.2 The Signatories agree that IMELS shall provide financial contribution as set out in Article 3.1 to GGGI who will use the Grant to implement the Project in accordance with this Contribution Agreement, including the annexes hereto which form an integral part hereof.

2.3 The Signatories further understand that GGGI may use the Grant to undertake additional related activities that may be jointly agreed in writing by the Signatories.

**ARTICLE 3
FINANCIAL SUPPORT AND CONTRIBUTION PROCESS**

3.1 IMELS shall provide a financial contribution to GGGI in the amount of one hundred thousand Euro (EUR 100,000) (inclusive of support costs of 13%), to support the implementation of the Project.

- 3.2 The Grant shall be used exclusively to finance the Project activities, as well as indirect costs as set out in Article 3.3.
- 3.3 GGGI may use 13% support cost provisions of the total amount of the Grant to cover its indirect costs.
- 3.4 IMELS shall disburse a first instalment of 50% of the Grant after the signature of the Contribution Agreement, and upon receiving a written request from GGGI.
- 3.5 IMELS shall disburse a second instalment of 40% after month 6 upon receiving a Mid-term Technical and Financial Report from GGGI on the use of the previous payment, and upon receiving a written request from GGGI.
- 3.6 IMELS shall disburse the final instalment of 10% after month 11 upon receiving a draft Final Technical Report from GGGI, and upon receiving a written request from GGGI. GGGI will submit a Final Technical and Financial Report on the use of the total payment after month 12.
- 3.7 Payment shall be made to the following bank account:
- Account name: Global Green Growth Institute
Bank name: Korea Exchange Bank
Bank address: SEODAEMUN BRANCH
42 Saemunan-ro
Jongno-gu, Seoul
Account number: 158-910002-68438
Swift code: KOEXKRSE
IBAN: N/A
- 3.8 Upon receiving the Grant, GGGI shall forward a receipt to IMELS indicating the amount and date of receipt and, where applicable, the exchange rate used.
- 3.9 Any interest and income from the investment of the Grant will be retained and used by GGGI for the purpose of the Project, in accordance with the financial regulations, rules, policies and procedures of GGGI.

ARTICLE 4

REPORTS

- 4.1 To adequately monitor the implementation of activities and the financial expenditures, GGGI will provide IMELS with:
- a) An inception report within thirty (30) calendar days from the disbursement of the first instalment of the Grant.

- The Inception Report must include a clear work plan with estimated timelines. If necessary, IMELS shall ask for integrations. Within fifteen (15) calendar days from submission of the report, IMELS shall approve the Inception Report.
- b) A Mid-term Technical and Financial Report at month 6 on the use of the first payment.
 - The Mid-term Report will describe progress achieved in the implementation of the activities for the period covered by the report, making direct reference to the timetables, targets and performance indicators as set out in the work plan. If necessary, IMELS shall ask for integrations. Within fifteen (15) calendar days from submission of the report, IMELS shall approve the Mid-term Report.
- c) A draft Final Technical Report at the end of month 11.
 - The draft Final Report will provide an assessment of the anticipated project results/outputs, describes the implementation process (including in particular challenges and difficulties encountered), the achievement of results, and identifies lessons learnt (project conception, of process, of actual delivery of results, etc.), which could be of interest for similar projects. If necessary, IMELS shall ask for integrations.
- d) A Final Technical and Financial Report within ninety (90) calendar days from the expiration of the activities.
 - Within fifteen (15) calendar days from submission of the report, IMELS shall approve the Final Report.
- e) The Financial Reports will be prepared in USD and converted to EUR using the prevailing exchange rate at the end of the reporting month (month 6 and month 12).

4.2 GGGI shall keep proper financial records in accordance with the financial regulations, rules, policies and procedures of GGGI.

ARTICLE 5

FOCAL POINTS

5.1. The Signatories hereby designate the following focal points for the coordination of the activities and tasks under this Contribution Agreement:

a. for IMELS:

Director General

Directorate for Sustainable Development, Environmental Damage, European Union and International Affairs

Ministry for the Environment Land and Sea of the Republic of Italy

Via Cristoforo Colombo, n. 44

00147 - Roma (Italia)

Tel: + 0039 06.5722.8101 - 8102 - 8104 - 8158

Email: SVI-UDG@minambiente.it;

b. for GGGI:

Head of Programs, Africa & Middle East Portfolio

Global Green Growth Institute

19 Fl. Jeongdong Bldg.

21-15 Jeongdong-gil, Jung-gu

Seoul 04518, Republic of Korea

Tel: +82 2 2096 9991

Fax: +82 2 2096 9990

Email: Dex.agourides@gggi.org

5.2 If there is a change in the designated focal point, notice shall be provided to the counterparty without delay.

ARTICLE 6 CONSULTATIONS

The Signatories may hold an annual consultation on an agreed date, if necessary.

ARTICLE 7 REVIEWS

- 7.1 IMELS may conduct or participate in a review, evaluation, appraisal, assessment, audit or similar exercise (the "Review") of the Project.
- 7.2 In undertaking any such Review, IMELS shall make best efforts to minimize the burden on GGGI, and to this end, IMELS shall make best efforts to ensure that the timing and terms of reference for any such Review is coordinated with any similar requirements from other donors.
- 7.3 IMELS shall bear the costs associated with any such Review.

ARTICLE 8
CONFIDENTIALITY

Each Signatory shall keep in strict confidence all Confidential Information obtained from or disclosed by the disclosing Signatory pursuant to or in connection with this Contribution Agreement and shall not disclose or permit its representatives to disclose such information to any third party, unless such disclosure is mutually agreed by the Signatories or is otherwise required in accordance with GGGI's Disclosure Policy which can be found at http://gggi.org/wp-content/uploads/2013/12/Disclosure-Policy_19-June-2014.pdf.

For purposes of this Contribution Agreement, "Confidential Information" means all information identified as confidential or proprietary by the disclosing Signatory or that ought reasonably under the circumstances to be treated as confidential or proprietary.

ARTICLE 9
PROCUREMENT, FRAUD AND CORRUPTION

- 9.1 All procurement to be undertaken in relation to the implementation of the Project shall be carried out in accordance with GGGI's Procurement Rules and procedures as then in effect.
- 9.2 No offer, gift, payment, consideration or benefit of any kind shall be, either directly or indirectly, accepted by GGGI or by its representative(s) as an inducement or reward for the award or execution of contracts financed through or under this Contribution Agreement.

ARTICLE 10
STATUS OF THE SIGNATORIES

- 10.1 Neither Signatory nor its personnel shall be considered as an official, agent, employee, representative or joint partner of the other Signatory. Neither Signatory shall enter into any contract or commitment on behalf of the other Signatory.
- 10.2 Each Signatory shall carry out its responsibilities and obligations under this Contribution Agreement in accordance with its regulations and rules applicable to it.

ARTICLE 11
RIGHTS, OBLIGATIONS, PRIVILEGES AND IMMUNITIES

- 11.1 Nothing in this Contribution Agreement shall in any way constitute or imply a waiver, renunciation, termination, or modification by GGGI of any of its privileges, immunities or exemptions granted by any applicable convention or under international law or any other applicable law.

- 11.2 Nothing in this Contribution Agreement will affect the rights and obligations of the Signatories deriving from any decisions, treaties, conventions, or regional or international agreements related to green growth activities, projects or programs to which they are parties.
- 11.3. The right of ownership in property, equipment and goods purchased with Grant shall vest in GGGI.

ARTICLE 12

VAT AND OTHER TAXES

IMELS agrees that GGGI may use the Grant to cover VAT and other taxes in the Project in case Rwanda do not provide tax exemption for GGGI activities.

ARTICLE 13

AMENDMENT

This Contribution Agreement may be amended only by written agreement of the Signatories.

ARTICLE 14

DISPUTE RESOLUTION

Any dispute arising from the interpretation or application of this Contribution Agreement shall be resolved amicably through consultations or negotiations between the Signatories. If the dispute cannot be resolved through consultation or negotiation, the dispute shall be resolved through mediation or other adjudication as agreed by the Signatories.

ARTICLE 15

TERMINATION AND FINAL PROVISIONS

- 15.1 This Contribution Agreement may be terminated by mutual agreement of the Signatories. In such case, steps will be taken to ensure that the termination does not prejudice any prior obligation, project or activity already in progress or which has been programmed in the work plan and budget.
- 15.2 In the case of early termination under Article 15.1 above, GGGI will continue to hold and utilize any amounts of the Grant which are unspent for the purpose of honoring all commitments and liabilities incurred up to the date of effective termination.
- 15.3 Following the implementation of the Project activities, unless otherwise agreed in writing by IMELS, the unused amount of the Grant, including accrued interest, shall be repaid by

GGGI to IMELS as soon as possible and, in any event, not later than one hundred eighty (180) days after the termination of the Contribution Agreement.

ARTICLE 16

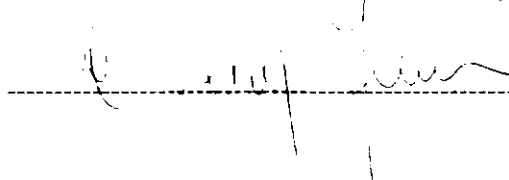
ENTRY INTO FORCE AND EXPIRATION

This Contribution Agreement shall come into effect upon signing of the Agreement and shall remain in force for a period of one (1) year. The Signatories may request in writing an extension of the duration of the project.

IN WITNESS THEREOF, the undersigned, acting on behalf of their respective Signatory, have signed the present Contribution Agreement in English in two originals copies.

FOR

THE ITALIAN MINISTRY FOR THE ENVIRONMENT, LAND AND SEA



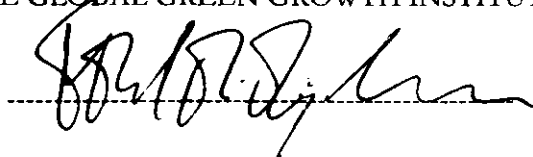
Francesco La Camera

Director General

Directorate for Sustainable Development, Environmental Damage, European Union and International Affairs

FOR

THE GLOBAL GREEN GROWTH INSTITUTE



Frank Rijsberman

Director-General

Date: 15/1/18

ANNEX I

PROJECT DESCRIPTION

A Memorandum of Understanding (MoU) in the field of Climate Change Vulnerability, Risk Assessment, Adaptation and Mitigation was signed on November 15th 2016 between the Italian Ministry for the Environment, Land and Sea (IMELS) and the Ministry of Natural Resources of the Republic of Rwanda (now Ministry of Environment) with clear areas of common interest.

In Rwanda, GGGI has built relations with ministries, development partners, the private sector and civil society and will leverage them to ensure collaborative implementation of agreed areas of cooperation.

Both IMELS and the Ministry of Environment (MoE) have expressed willingness to collaborate with GGGI as a technical implementation partner to catalyse this cooperation agreement in Rwanda.

The project will concentrate on priority areas identified under the MoU between IMELS and MoE, where several joint areas of interest to GGGI were singled out such as:

- Implementation, Monitoring, Reporting and Communication of the NDCs;
- Collection, analysis and dissemination of meteorological data relevant to the observation of climate change and the measurement of its impact on the potentially vulnerable economic sectors;
- Promotion of sustainable crop and livestock production practices for greater food security and greenhouse gas emissions reduction, also through the application of the climate-smart agriculture approach (CSA);
- Promotion of sustainable forests management, including afforestation and reforestation, reduction of forest degradation and enhancement of forest carbon stocks;
- Promotion of Green cities development through pilot projects;
- Improvement of risk assessment and disaster management;
- Sustainable waste management;
- Sustainable integrated water management;
- Promotion of sustainable and integrated land use;
- Promotion of sustainable renewable energy and efficiency;
- Fund for Environment and Climate Change.

The project will support the following outputs identified under the IMELS/MoE Workplan:

1. Climate change coordination: putting in place climate change policies and strategies; access to the means of implementation like climate finance, technology and capacity building; greenhouse gases inventory; and climate negotiations;
2. Energy sector: promotion and development of renewable energies and enhancement of energy efficiency;
3. Agricultural sector: promotion of sustainable crop and livestock production practices;
4. Water sector: integrated management of water resources;
5. Waste Sector: waste as a resource.

PROJECT IMPLEMENTATION

In order to achieve the above synergies, GGGI will recruit under the Project, with IMELS' funding one (1) Rwandan professional who will be based at the Rwanda Environmental Management Authority (REMA) building. S/he will serve as a technical expert supporting the implementation of the MoU between the Italian Ministry for the Environment, Land and Sea (IMELS) and the Ministry of Environment (MoE) of the Republic of Rwanda.

The work of the Rwandan professional will be focusing on activities contributing to the outputs detailed above and specifically in **devising further projects which can be funded under the MoU between IMELS and MoE. A detailed work plan of activities will be submitted one month from the disbursement of the first instalment of the Grant (Inception Report).**

The generic profile of the expert will be:

Program Officer (PO) or equivalent consultant - a professional with PhD or Masters and will have 3-6 years' experience with Government/NGOs or similar within the country/region. They will have experience dealing with multiple stakeholders to gather information and assist in analysis of such project. The PO will be based at REMA to coordinate work with IMELS and other local stakeholders, linking project work to international level best practices and findings in the fields and gathering contextual information pertinent to the project. S/he will establish a wide network of relevant local stakeholders.

Detailed job descriptions for the position will be developed by GGGI as per the above requirements and expected activities to be carried out for the project.

GGGI will ensure that logistic arrangements are in place for the expert to operate effectively from its premises in REMA, including office accommodation, IT equipment, connectivity, etc.

The PO will be reporting to the GGGI Rwanda Country Representative (CR) who will be acting as “Supervisor”. The present activity will be included in the 13% support cost. The PO’s deliverables will be submitted through Director General of REMA who needs to review them.

The PO, in order to guarantee a high level of communication with relevant stakeholder, will be available for regular meetings, on a weekly basis, on the state of the Contribution Agreement with IMELS officers.

Monitoring and Reporting

GGGI has established corporate procedures and systems for monitoring and reporting of results for all projects. Project monitoring will be performed primarily by the Country Representative. Backstopping will be provided by the country team and where required, by GGGI Headquarters.

The main proposed reports for the project are listed below:

- a) One Inception Report: to be prepared within 30 calendar days from the disbursement of the first instalment of the Grant;
- b) One Mid-term Report: based on the progress of the six months after commencement of the project;
- c) One draft Final Technical Report: based on the anticipated completion of the project activities. This will serve to summarize the achievements and lessons learned from the entire duration of the project; and
- d) One Final Report: based on the completion of the project activities including a Financial Report.

Reporting Schedule

Tasks	2018				2019
	Q1	Q2	Q3	Q4	Q1
Inception report					
Mid-term Report					
Draft Final Technical Report					
Final Report including Financial Report					

Note: The reporting schedule above may be adjusted on the basis of the date of the disbursement of the first instalment of the Grant.

As part of internal GGGI division country programs reporting requirements, quarterly reports on activities completed and (revised) plans will be created throughout the year along with other projects of the Rwanda country program and one end of year program report including financial report will be prepared for the country program which can inform progress with the activities and outputs of the project. These reports can be provided to IMELS upon request.

ANNEX II

PROJECT BUDGET

Budget Description	USD Total Cost/Year	February 2018-January 2019												Total	
		1. Month	2. Month	3. Month	4. Month	5. Month	6. Month	7. Month	8. Month	9. Month	10. Month	11. Month	12. Month		
Program Officer/Consultant	\$74,385.00	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$68,186.25
Total Personnel (A)		\$0.00	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$6,198.75	\$68,186.25
Communication - External communication		\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00
Capacity building, Knowledge sharing and Training					\$7,185.00				\$7,185.00					\$7,185.00	\$21,555.00
Information - Learning material/Publicity				\$1,500.00					\$1,500.00					\$1,500.00	\$4,500.00
Supplies and Maintenance (incl. 1 laptop)		\$1,328.23	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$3,088.23
Travel-Local					\$2,000.00			\$2,000.00						\$2,000.00	\$6,000.00
Total Others (B)		\$1,528.23	\$360.00	\$360.00	\$9,045.00	\$2,360.00	\$2,360.00	\$9,045.00	\$360.00	\$360.00	\$360.00	\$360.00	\$7,545.00	\$360.00	\$37,543.23
Sub-total A+B		\$1,528.23	\$6,558.75	\$6,558.75	\$15,243.75	\$8,558.75	\$8,558.75	\$15,243.75	\$6,558.75	\$6,558.75	\$10,058.75	\$13,743.75	\$6,558.75	\$6,558.75	\$105,729.48
Overhead (13%)		\$198.67	\$852.64	\$852.64	\$1,981.69	\$1,112.64	\$852.64	\$1,981.69	\$852.64	\$1,307.64	\$1,786.69	\$852.64	\$852.64	\$852.64	\$13,744.83
TOTAL USD		\$1,726.90	\$7,411.39	\$7,411.39	\$17,225.44	\$9,671.39	\$9,671.39	\$17,225.44	\$7,411.39	\$11,366.39	\$15,590.44	\$7,411.39	\$7,411.39	\$119,474.91	
TOTAL EUR		€ 1,445.42	€ 6,203.33	€ 6,203.33	€ 14,417.69	€ 8,094.95	€ 8,094.95	€ 14,417.69	€ 6,203.33	€ 9,513.67	€ 12,998.98	€ 6,203.33	€ 6,203.33	€ 100,000.00	

Note: The project budget was prepared on the basis of the USD/EUR UN Operational Rate of Exchange applicable on 31 December 2017 of 0.837. The schedule above may be adjusted on the basis of the date of the disbursement of the first instalment of the Grant.

Budget Items Description

Category	Group	Description	Notes
Consultations, Workshops & Training			
Facilities & Logistics		2 Consultation, validation Workshops (approx. 35 participants ea.)	Hire of venue, provision of facilities and printing of material for consultations and meetings
Facilities & Logistics		Knowledge sharing, Training/workshop for national/sub national institutions (approx. 70 participants total)	Hire of venue, provision of facilities and meals/snacks for participants
Knowledge Management & Sharing			
Publication		Roadmaps, Action plans	Publication of final solution, design and supporting evidence. Publication to be actively promoted in influencing national/international stakeholders (including, national government, donors and parallel stakeholders) to ensure better green growth practices in Agriculture, Disaster Risk Management and energy. Publication will also be digitally disseminated regionally and internationally through knowledge sharing events. Publication will also be digitally shared via GGGI's Green Growth Knowledge Sharing (GGKP) platform.
Communication		External/online platforms	Knowledge sharing to be digitally shared via GGGI's Green Growth Knowledge Sharing (GGKP) platform and other
Learning Material		Printing workshop materials and reports	Printing material for workshops and training

Travel and Operational costs

International	No international travel is anticipated for the project for the first year	
National	Local travel for Project Implementation and Local travel to attend programmatic engagements by staff and provide input to workshops and meetings co-organized by stakeholders in the field	Travel allocation to manage implementation. As required to attend training, validation workshops and consultations. Includes transportation, per diem and accommodation costs for local travel.
Supplies & Maintenance	Supplies & Maintenance	One laptop that is within GGGI standard ICT guideline (Lenovo X240) will be provided to the Program Officer at the start of the project. Office supplies and items to enable the operations for the project.

Programmatic Staff for project management and implementation

National	Program Officer/Equivalent Consultant (one position)	The Program Officer (PO) or equivalent consultant will be a professional with PhD or Masters and will have 3-6 years of experience with NGOs or similar within the country/region. S/he will have experience dealing with multiple stakeholders to gather information and assist in analysis of such project. The PO will be based within the MoE and collaborate with IMELS and other local stakeholders, linking project work to international level best practices and findings in the fields and to gather contextual information pertinent to the project. S/he will establish a wide network of relevant local stakeholders. The PO will report to the Country Representative. This role will be full time for the duration of the project.
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Overhead

Costs related to general management and support costs. Overhead costs are specifically defined by Council approval and includes indirect management costs of ensuring GGGI's accountability and management structure. The exact nature of overhead costs is defined in "9.3. Direct Costs and Indirect Support Costs" of GGGI's Financial Policies and Procedures (accessible: http://ggi.org/wp-content/uploads/2016/09/GGGI_FinancePolicy_v3-0_Council_DG-Approved-Jul-2016.pdf)