

IMPLEMENTING PARTNER AGREEMENT

between the

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

and

NATIONAL CLEANER PRODUCTION CENTRE – SOUTH AFRICA

This IMPLEMENTING PARTNER AGREEMENT is entered into between the UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION, a specialized agency of the United Nations, having its headquarters located at Wagramer Strasse 5, A-1220 Vienna, Austria (hereinafter referred to as “UNIDO”), and NATIONAL CLEANER PRODUCTION CENTRE OF SOUTH AFRICA, having its principal office located at Building 10, 1st Floor, CSIR, Meiring Naude Road, Brummeria, Pretoria, P.O. Box 395, South Africa (hereinafter referred to as the “Implementing Partner”).

WHEREAS “UNIDO” has been designated by the Global Environment Facility (hereinafter referred to as the “Funding Partner”) as an Implementing Agency;

WHEREAS the Funding Partner, in response to a request from the Government of Republic of South Africa (hereinafter referred to as the “Government”), has agreed to assist the Government in carrying out the project entitled “Sustainable energy systems for urban-industrial development in South Africa” (hereinafter referred to as the “Project”);

WHEREAS UNIDO shall establish an Implementing Partner Agreement with NATIONAL CLEANER PRODUCTION CENTRE OF SOUTH AFRICA (hereinafter referred to as the “Agreement”) to implement the Project;

WHEREAS the Project has been approved by UNIDO and the Funding Partner, as well as by the Government;

WHEREAS the Funding Partner has made available to UNIDO funds for the purpose of implementing the Project;

WHEREAS UNIDO wishes to provide resources and support to the Implementing Partner in the context of the implementation of the Project on the terms and conditions hereinafter set forth;

WHEREAS the Implementing Partner confirms that it has the capacities required to carry out the activities outlined in this Agreement as well as its acceptance to carry out its responsibilities in relation to the Project in accordance with the terms and conditions as herein set forth.

NOW, THEREFORE, the Implementing Partner and UNIDO (hereinafter referred to each as a “Party” and, collectively, the “Parties”) hereby agree as follows:

kep

**ARTICLE 1
AIM OF THE AGREEMENT**

- 1.1 The aim of this Agreement is to achieve the objectives of the Project, being implemented in the Republic of South Africa as described in the conditions for applying and conditions for implementation of the grant, hereinafter referred to as “Terms of Reference” (Annex C) and in the Project Document.
- 1.2 In accordance with the above, UNIDO shall make available to the Implementation Partner a grant up to the maximum amount of *United States Dollars one million, one-hundred, twenty-nine thousand, seven-hundred twenty-two (USD 1,129,722.00)* (hereafter referred to as the “Grant”). The Grant shall be subject to the availability of funds from the Funding Partner. None of the funds provided pursuant to this Agreement may be used for any purposes other than those expressly set forth in this Agreement. The Grant shall be disbursed in accordance with the schedule of payments set out in this Agreement.

**ARTICLE 2
AGREEMENT**

- 2.1 The documents comprising the Implementing Partner Agreement shall be deemed to form an integral part of this Agreement in the following order of precedence:
- 2.1.1 This Agreement;
 - 2.1.2 Special Conditions for Implementing Partner/Grant Agreements (hereinafter referred to as “SC”) (Annex A, not applicable);
 - 2.1.3 General Conditions for Implementing Partner/Grant Agreements (hereinafter referred to as “GC”) (Annex B);
 - 2.1.4 Project Document;
 - 2.1.5 Terms of Reference (Annex C);
 - 2.1.6 Operational Guidelines (Annex D);
- 2.2 The Project Document, although not attached hereto, shall constitute an integral part hereof.
- 2.3 The Agreement and the Annexes attached hereto shall form the entire agreement between the Implementing Partner and UNIDO, superseding all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties, pertaining to the subject of this Agreement.

**ARTICLE 3
ENTRY INTO FORCE AND DURATION**

- 3.1 The Agreement shall enter into force upon the date of the last signature by the duly authorized representatives of the Parties (hereinafter referred to as the “Effective Date”), and shall remain in force until 31 August 2026 and satisfactory fulfilment of all its terms and conditions unless terminated earlier pursuant to the terms of the Agreement.
- 3.2 The Implementing Partner shall commence implementation of the Project no later than two (2) weeks after the Effective Date, and it shall complete such implementation no later than 31 August 2026 (hereinafter referred to as the “Completion Date”).

3.3 Any extension of time over the Completion Date shall be subject to agreement by both Parties.

ARTICLE 4 TECHNICAL AND FINANCIAL REPORTS

4.1 The Implementing Partner shall prepare the following reports in accordance with the forms agreed upon by UNIDO and the NCPC-SA and support the preparation of the annual GEF Project Implementation Reports (PIRs). Supporting evidence to be considered in the reporting includes, inter alia, communication material, high quality photos, attendance registries, meeting reports/minutes, invoices, signed subcontracts and purchase orders. Where applicable and relevant, gender disaggregated data shall be provided:

4.1.1 An **Inception Report** should be submitted, in consultation with UNIDO, **no later than one (1) month after signing of the Agreement**, which shall include:

4.1.1.1 the work plan, procurement plan and budget for the project, including if deemed necessary by relevant preliminary assessments, environmental and social risk management/mitigation plans;

4.1.1.2 the monitoring plan specifying reporting milestones, monitoring targets and indicators, institutional roles and responsibilities and coordinating action of project partners, project establishment and start-up activities.

4.1.2 **Half-yearly Progress Reports** including **Financial Reports**: The Implementing Partner shall prepare Progress Reports half yearly to monitor project progress achieved since the effective date of the Agreement, up until the end date of the respective reporting period.

The Progress Reports shall include, but not be limited to the following aspects:

- Progress made towards achieving project objectives and project outcomes – each with indicators, baseline data and end of project targets (cumulative);
- Project outputs delivered per project outcome (annual);
- Lessons learned/and good practice identified; and
- Risk and adaptive management.

These reports shall, in line with the NCPC-SA's role as entity hosting the Project Management Unit (PMU), be not only representative of the activities under direct the NCPC-SA's responsibility but also reflect the overall status of the project

Progress Reports and Financial Reports covering all work carried out in respect of the half a year reporting period, shall be **submitted no later than one (1) month from the end of reporting period;**

4.1.2 **Final Technical and Financial Reports** covering all work performed under the Agreement, shall **be submitted no later than 30 June 2026** in accordance with the requirements specified in the Terms of Reference and the form agreed upon by UNIDO and the NCPC-SA.

- 4.2 All requests and reports as referred to above shall be submitted to UNIDO in English in one electronic copy.
- 4.3 Failure to submit the reports specified in this Article without due cause shall constitute a failure to fulfil a substantial obligation of this Agreement.
- 4.4 The Implementing Partner shall be deemed discharged from its obligation under this Agreement only upon the receipt and acceptance of the reports referred to in this Article and the return of any unspent funds in accordance with this Agreement.

ARTICLE 5 ROLES AND RESPONSIBILITIES OF THE IMPLEMENTING PARTNER

- 5.1 The Implementing Partner shall maintain, until the completion of the Project, a Project Management Office responsible for the implementation of all the national-level technical assistance and day-to-day Project coordination and monitoring.
- 5.2 The Implementing Partner shall:
- 5.2.1 have full responsibility for ensuring that the activities are implemented in accordance with the Agreement;
 - 5.2.2 be responsible for providing the necessary accounting documents;
 - 5.2.3 be responsible for providing all documents and information to UNIDO which may be required under the relevant payment requests;
 - 5.2.4 make the arrangements for providing the financial status documentation and financial guarantee, when requested;
 - 5.2.5 ensure professional management of the activities, including performance monitoring and reporting activities.

ARTICLE 6 GRANT AND PAYMENTS

- 6.1 Subject to this Agreement, the payments shall be made in accordance with the following schedule upon the submission by the Implementing Partner of appropriate requests for payment and Inception, Progress/Technical and Financial Reports:
- 6.1.1 Advance payment upon UNIDO's receipt of the countersigned Agreement and UNIDO's receipt and acceptance of the inception report referred to in Article 4 of this Agreement in the sum of **United States Dollars one hundred ninety-five thousand, four hundred seventy-two, or USD 195,472.00;**
 - 6.1.2 Progress payments for the subsequent periods will be made annually according to the tentative annual payment schedule below. The actual amount of payments, however, will be determined by UNIDO upon review and approval of the Progress/Technical and Financial Reports for the prior implementation period, as well as the detailed Work Plan for the successive implementation period.
 - For 2024 implementation: **Up to United States Dollars Five hundred five thousand, seven hundred fifty (USD 505,750.00)**
 - For 2025 implementation: **United States Dollars Three hundred thirty-nine thousand, five hundred (USD 339,500.00)**
 - For 2026 implementation: **United States Dollars Fifty thousand (USD 50,000.00)**

- 6.1.3 Final payment upon review and approval of the final technical and financial reports, up to **United States Dollars thirty-nine thousand (USD 39,000.00)**
- 6.2 Each payment shall be made by UNIDO against receipt from the Implementing Partner of a written request for payment as well as the invoice(s) for the approved amount.
- 6.3 Progress and final requests for payment shall include the technical and financial reports for the reporting period for which the payment has been requested.
- 6.4 Any income earned on funds transferred by UNIDO to the Implementing Partner shall be returned to UNIDO. The Implementing Partner shall maintain a record of any such income and report it to UNIDO within periodic financial reports.

ARTICLE 7 DESIGNATED REPRESENTATIVES

- 7.1 The representatives designated by the Parties in the Agreement (hereinafter referred to as “Designated Representatives”) may take any action and execute any document required or permitted pursuant to the Agreement on behalf of the Parties.
- 7.2 Official communications in relation to the Agreement shall be in English. The Parties hereby assign the following persons as their Designated Representatives:

UNIDO:

For contractual matters:

Mr. Atsushi Isoyama
Chief
Procurement Services
UNIDO
Wagramer Strasse 5
A-1220 Vienna, Austria
Email: a.iso-yama@unido.org

For technical matters:

Ms. Karin REISS
Programme Coordinator
TCS/DSE/EDS
Email: k.reiss@unido.org

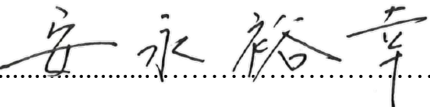
IMPLEMENTING PARTNER:


Mr. Ndivhuho Raphulu
CSIR Director
THE NATIONAL CLEANER PRODUCTION CENTRE SOUTH AFRICA
Mering Naudé Road 001
PO Box 395 Brummeria
Pretoria
South Africa

Tel.: +27 82 872 5348
Email: NRaphulu@csir.co.za

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of UNIDO and of the Implementing Partner, have on behalf of UNIDO and the Implementing Partner, respectively, signed the present Agreement on the dates indicated below their respective signatures.

For and on behalf of
**UNITED NATIONS INDUSTRIAL
DEVELOPMENT ORGANIZATION**

By 

 Yuko Yasunaga
Managing Director

Directorate of Corporate Services and Operation
Wagramer Strasse 5
A-1220 Vienna
Austria

Date 7/25/2023

For and on behalf of
**NATIONAL CLEANER PRODUCTION
CENTRE - SOUTH AFRICA**

By 

Dr Sandile Malinga
Division Group Executive: Smart Society
Scientia Campus
Building 2
Meiring Naude Drive
Brummeria
Pretoria 0001
South Africa

Date 07/09/2023