

**AGREEMENT  
BETWEEN THE UNITED NATIONS AND  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA  
CONCERNING  
CHINA'S CONTRIBUTION TO THE UNITED NATIONS ON  
CLIMATE CHANGE SOUTH-SOUTH COOPERATION**

WHEREAS, the United Nations (hereinafter referred to as UN), represented by the Executive Office of the Secretary-General and the Government of the People's Republic of China represented by the National Development and Reform Commission (hereinafter referred to as "the Government"), have agreed to cooperate in the implementation of activities related to the project entitled *Support to the United Nations Secretary General's Activities in South-South Cooperation on Climate Change* (hereinafter referred to as "the project", which project is described in Attachment A hereto),

WHEREAS, the Government has informed the United Nations of its willingness to provide the funds necessary to carry out the project,

WHEREAS, it has been agreed between the United Nations and the Government that the UN shall be responsible under the terms of this Agreement for the management of the funds provided to the United Nations by the Government to meet the costs of the project,

NOW THEREFORE, the Government and the United Nations hereby agree as follows:

**ARTICLE I**

1.1 The Government shall place at the disposal of the United Nations, the sum of six million US dollars to cover the costs to be incurred by UN for the project as set forth in Attachment A.

1.2 The Government shall, upon signing this agreement and no later than 30 April 2015, deposit the sum of six million US dollars, in convertible currencies of unrestricted use, in the UN account with JP Morgan Chase Bank, 277 Park Ave, 23<sup>rd</sup> Floor New York, NY 10172, indicating that such deposit is for the credit to the UN General Trust Fund, Account No. 485001969, SWIFT Code: CHASUS33, ABA No: 021-000-021.

1.3 In accordance with UN Regulations and Rules, the aforesaid funds will be received into the Trust Fund for Climate Change Support. As the representative of the UN, the Executive Office of the Secretary-General will be the sole recipient of the aforesaid funds from the Government, and may choose to further disburse the funds to implementing partners including within the UN system as may be deemed appropriate by the Executive Office of the Secretary-General.

1.4 The Contribution and the activities financed therefrom shall be administered by UN in accordance with the United Nations Financial Regulations, Rules and Directives applicable to UN. Accordingly, personnel shall be engaged and administered, services purchased, and contracts entered into in accordance with the provisions of such regulations, rules and directives. Upon completion of the project, any supplies and property financed from this Contribution shall be disposed of in consultation with the Government, unless otherwise agreed between the parties.

1.5 All financial accounts and statements shall be expressed in United States dollars.

1.6 This Contribution shall be subject exclusively to the internal and external auditing procedures laid down in the United Nations Financial Regulations, Rules and Directives.

## **ARTICLE II**

2.1 The Contribution shall be charged with expenditures incurred by UN in the performance of activities under this Agreement.

2.2 The Contribution will also be charged with thirteen (13) per cent programme support costs.

2.3 The Trust Fund will also be charged with an amount equivalent to one (1) per cent of the remuneration or net salary of persons engaged by UN, and whose engagement is financed by the Trust Fund, to provide a reserve for coverage of any claim for service-incurred death, injury or illness, under the applicable United Nations regulations and rules for contracts, which reserve cannot be refunded to the Government.

## **ARTICLE III**

3.1 UN shall commence and continue to conduct operations under this Agreement in accordance with the terms set forth in Attachment A, upon receipt of the contribution.

3.2 UN will not make any commitments above the amounts specified for expenditure in Attachment A.

3.3 If unforeseen expenditures arise, UN will submit a supplementary budget to the Government for its appraisal showing the further financing that will be necessary. If no such further financing is available, the assistance provided to the project under this Agreement may be reduced or, if necessary, terminated by UN and the remainder of any funds shall be returned to the Government. In no event will UN or the Government assume any liability in excess of the funds provided in the Trust Fund.

## **ARTICLE IV**

4.1 Evaluation of the activities financed from this contribution, including joint evaluation by UN and the Government, shall be undertaken at the Government's expense and shall be charged from the funds in accordance with the UN Financial Regulations Rules and Evaluation policies, as per provisions contained in Attachment A.

## **ARTICLE V**

5.1 UN shall provide the Government with the following statements and reports prepared in accordance with the accounting and reporting procedures of the United Nations:

- (a) Bi-annual (six-month) progress reports;
- (b) An annual financial statement showing income, expenditures, assets and liabilities as of 31 December each year with respect to the funds provided by the Government by 31 March of the following year;

- (c) A final report and a final financial statement within six months after the dates of expiration or termination of this Agreement.

#### **ARTICLE VI**

6.1 UN shall notify the Government when, in its opinion, the purposes for which the Fund were received have been realized. The date of such notification shall be deemed to be the date of expiration of this Agreement, subject to the continuance in force of Article X for the purposes there stated.

#### **ARTICLE VII**

7.1 In all matters connected with this Agreement, the provisions of the Conventions of the Privileges and Immunities of the United Nations, to which the Government is a party, shall be applied to UN, its property and assets, wherever located and by whomsoever held, and its officials and any person designated to perform services under this Agreement.

#### **ARTICLE VIII**

8.1 Any dispute or differences arising out of the interpretation or application of this Agreement shall, unless settled by direct negotiations, be referred to arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties hereto agree to be bound by any arbitration award rendered in accordance with this section as the final adjudication of any dispute.

8.2 Nothing in or relating to the provisions of any Article in this Agreement shall be deemed a waiver of the privileges and immunities of the United Nations and the Government.

#### **ARTICLE IX**

9.1 This Agreement may be terminated by either party by written notice to the other party and shall terminate sixty days after receipt of such notice. The obligations assumed by parties under this Agreement shall survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the parties hereto and the settlement of contractual liabilities that are required in respect of any subcontractors, consultants or suppliers.

#### **ARTICLE X**

10.1 Any funds that are undisbursed and uncommitted on the completion of the project shall be held in the account referred to in Article 1.2 above, pending consultations with the Government.

#### **ARTICLE XI**

11.1 Any action required or permitted to be taken under this Agreement, may be taken on behalf of the Government by its designated representatives, and on behalf of the UN by its designated representatives.

11.2 Any notice or request required or permitted to be given or made in this Agreement shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable or telex to the party to which it is required to be given or made, at such party's address specified below or at such other address as the party shall have specified in writing to the party giving such notice or making such request.

## ARTICLE XII

12.1 This Agreement may be amended by written agreement between the duly authorized representatives of the parties hereto, each of which shall give full and sympathetic consideration to any proposal for its amendment.

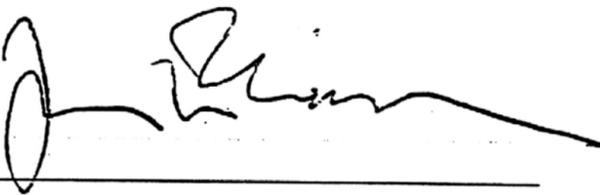
12.2 This Agreement shall become effective on the date on which it has been signed by both parties hereto.

12.3 This Agreement is done in duplicate in the Chinese and English languages, both texts being equally authentic.

IN WITNESS WHEREOF, the Government and the United Nations, acting through their duly authorized representatives have caused this Agreement to be signed.

For the United Nations:

For the Government of China:

By 

By   
By \_\_\_\_\_

Mr. Jan Eliasson  
Deputy Secretary-General  
United Nations  
New York, NY 10017  
USA

Mr. Zhang Yong  
Vice Chairman  
National Development and Reform Commission of  
the People's Republic of China No.38 Yue Tan  
Nan Jie,  
Beijing, P.R. China 100824

Date: 10 April 2015

Date: 10 April 2015

## Attachment A

Project Title: Support to the UN Secretary-General's Activities in South-South Cooperation on Climate Change

Type: Interregional

Duration: 18 months

Starting date: April 2015

Executing Agency: UN/Executive Office of the Secretary General

Resources: US\$ 6,000,000

### Brief Description

The Government of China will make a financial contribution to the Trust Fund in Support of Climate Change in the Executive Office of the Secretary-General to assist the Secretary General in the implementation of his activities in South-South cooperation on climate change, which seeks to mobilize political will and catalyze climate action on the ground, in advance of the 2015 United Nations Climate Change Convention conference in 2015, through a strategy of engagement that draws on his global leadership on climate change and unparalleled convening power. The Secretary-General will harnesses the full strength of the UN system and work in partnership with multiple sectors of society to advance ambition and action on climate change.

The contribution of the Chinese Government will finance engagement of the Secretary-General and his Climate Change Support team in the areas of Climate Resilience, Energy, Cities and the use of Big Data to support climate action in these three areas. The substantive work carried out through the use of these funds will focus on the promotion on South-South cooperation and capacity building of United Nations Member States, civil society, private sector and other partners as appropriate in combating climate change. The following provides an overview of the scope of the work in the substantive areas:

#### 1. Resilience

Resilience, including adaptation and risk management, in the face of climate change is a critical issue for many countries especially the developing and the least developed countries in the South. However, despite many risk, vulnerability and impact assessments, specific measures and metrics for resilience are yet to be developed and used by the development community. Considering that resilience would inherently relate to an entity's (country, community, sector etc.) ability to anticipate, mitigate, prepare for and recover from any external shocks (physical, economic, disasters, crisis etc.), there is potential to start measuring resilience by observing the changes to behavioral, occupational, financial and societal patterns due to perception of and response to risks and shocks by analyzing signals such as postage flows, mobile phone calling patterns, financial transaction patterns, traffic flows, migration, livelihood, statements on social media, etc. Big data and the open data movement are tools that can be used to create a measure of resilience by assessing and understanding the needs and priorities.

The UN Global Pulse, an innovation initiative of the Secretary-General, is uniquely positioned to support climate vulnerable countries, especially the developing and least developed countries in the South, to measure their own resilience using these new data sources. Datasets around events such as floods and

droughts in 10 countries from 5 continents, from industries such as mobile, retail, finance, and energy can be analyzed using a networked approach to measure and monitor resilience, in climate and health, climate and food, water, agriculture, livelihood, spending patterns, disaster management, etc. Key climate vulnerable sectors and Southern cities will form the priority target areas for this analysis, which will take the form of a global 'challenge' to data scientists.

## 2. Cities

“Smart Cities’ are rapidly gaining traction as a solution to increasing pressures on cities, namely rapid urbanization and increased demand on energy systems and basic services in new and existing cities. Municipalities worldwide are seeking to utilize digital technology and integrated management to improve the livability, responsiveness, energy efficiency and resilience of cities. In this context, a framework and action plan for Southern Smart Cities will be developed using a networked approach, building on ongoing work on Smart Cities in the South. While many efforts to target specific cities are underway, there is added value in sharing knowledge across cities to drive forward progress and develop models for the development of new smart, energy efficient cities as the world undergoes its most significant urbanization rates to date. Furthermore, given the critical importance of climate finance and public and private financing of low carbon and resilient development in cities, a south-south component of the city climate finance leadership alliance will be established. In this mechanism, cities will develop and document successful pilots for financing low carbon and resilient development and establish sustainable partnerships that will enable countries to take city climate finance deals and projects to scale.

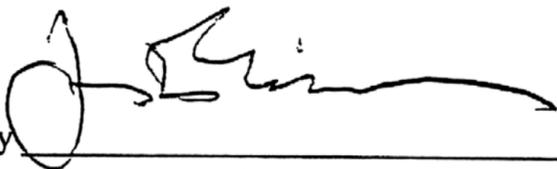
## 3. Energy

The Sustainable Energy for All (SE4All) initiative is a multi-stakeholder partnership between governments, the private sector, and civil society. Launched by the UN Secretary-General in 2011, it has three interlinked objectives to be achieved by 2030: Ensure universal access to modern energy services; double the global rate of improvement in energy efficiency; and double the share of renewable energy in the global energy mix. A High-Level Global Dialogue on South-South cooperation for financing SE4All will be held during the 2nd UN Sustainable Energy for All Forum, 18-22 May 2015, New York.

On behalf of:

The United Nations:

The Government of China:

By 

By 

Mr. Jan Eliasson  
Deputy Secretary-General  
United Nations  
New York, NY 10017  
USA

Mr. Zhang Yong  
Vice Chairman  
National Development and Reform Commission of  
the People's Republic of China No.38 Yue Tan  
Nan Jie,  
Beijing, P.R. China 100824

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