

UNITAR Ref: C2024.TARCS073.BCRC-Argentina

Donor Ref:

Letter of Agreement

Between

The Basel Convention Regional Center for Training and Technology Transfer for the South American Region, Argentina

having its headquarters at Av. Leandro N. Alem 1067, 7° piso (C1001AAF), City of Buenos Aires, Argentina and represented by the Instituto Nacional de Tecnología Industrial (INTI), through its President Ing. Daniel Afione, DNI N° 11.410.801

(hereinafter referred as the “INTI BCRC - Argentina”)

and

The United Nations Institute for Training and Research

(hereinafter referred as “UNITAR”)

having its headquarters at 7 bis, Avenue de la Paix, CH-1202 Geneva 2, Switzerland, represented by Mr. Nikhil Seth, UN Assistant Secretary General & Executive Director, UNITAR

WHEREAS the United Nations Institute for Training and Research (hereinafter referred to as “UNITAR”) is an autonomous body within the United Nations that was established in 1965 pursuant to a UN General Assembly resolution, with the purpose of enhancing the effectiveness of the UN through appropriate training and research. UNITAR’s mission is to develop the individual, institutional and organizational capacities of countries and other United Nations stakeholders through high quality learning solutions and related knowledge products and services to enhance decision-making and to support country-level action for overcoming global challenges;

WHEREAS the Basel Regional Center for Training and Technology Transfer for the South America Region (hereinafter referred to as “INTI BCRC”), is located at the National Institute of Industrial Technology since 1999. The Instituto Nacional de Tecnología Industrial or the National Institute of Industrial Technology of the Argentine Republic, was established by Decree Law 17,138 on December 27, 1957, as part of the creation of a set of national institutions aimed at promoting public investment in science and technology. The INTI BCRC serves as a technological reference for the South American region, with the objective of training and strengthening control and productive structures in South America. The mission of INTI BCRC is to promote synergies between Industry and Sustainability, ensuring a strategic and innovative approach to chemicals and waste management for the region.

WHEREAS the Secretariats of the Basel, Rotterdam, and Stockholm (BRS) Conventions, respectively on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, administered by the United Nations Environment Programme (UNEP), (hereinafter referred to as 'BRS/UNEP') agreed, through a Small-Scale Funding Agreement, to cooperate in the implementation of the Programmes of Work (PoW) of the Basel and Stockholm Conventions, particularly Activity 19 on coordination and support for the Basel and Stockholm convention regional centers and cooperation and coordination between these regional centers. In this regard, they agreed to implement a project entitled 'Support the development of a plastic inventory of Plastic Waste Flows in Latin America and the Caribbean (Bolivia, Ecuador, and Suriname)'.

WHEREAS to mention the need for INTI BCRC to request the services of UNITAR to carry out Activities 1, 2, 3, 4, and 5 described in Annex I, which were entrusted to BCRC under the Small-Scale Funding

Agreement.

WHEREAS the INTI BCRC and UNITAR (who may be referred to individually as “Party” and collectively as the “Parties”) hereby agree to sign this Letter of Agreement (“Agreement”) to cooperate and implement the project activities described under Annex I (“the project”);

NOW THEREFORE, the Parties hereby agree as follows:

1. The costs to implement the above-mentioned project described under Annex I amount to USD 91.289 (Ninety One Thousand Two Hundred and Eighty Nine US Dollars Only) (hereinafter referred to as “the contribution”). UNITAR shall use such funds to meet the costs of the project as shown in the budget under Annex II.
2. The **INTI BCRC** shall transfer the contribution to the bank account below, as per the following installment (s)

Detailed payment schedule:

Instalment No.	Amounts (in USD)	Dates
1	68.103	Upon signature of the present Agreement by both Parties.
2	23.186	The remaining balance will be paid once all activities have been completed to the full satisfaction of the parties and after UNITAR submits the corresponding final technical and financial reports.

bank details:

Branch Name: Citibank N.A.
 Branch Address: One Penn’s Way, New Castle, Delaware 19720
 Branch Number: 940
 SWIFT Address: CITIUS33
 ABA Number: 021000089
 Account Name: United Nations Institute for Training and Research (UNITAR)
 Account Number: 36347452
 Reference: **C2024.TARCS073.BCRC-Argentina**

3. The contribution and the activities financed therefrom shall be consistent with the objectives, policies and procedures of UNITAR and administered in accordance with the United Nations financial regulations and its rules and procedures. Accordingly, personnel shall be engaged and administered; equipment, supplies and services purchased; and contracts entered into in accordance with the provisions of such regulations, rules and procedures. UNITAR supports a non-discriminatory work environment consistent with UN policy, and any related costs as they may arise are to be charged to project funds in consultation with the **INTI BCRC**.
4. The **INTI BCRC** acknowledges that UNITAR will not pre-finance activities. If the contribution, or any part of it, is not received in a timely manner, the activities may be reduced or suspended by UNITAR with immediate effect.
5. The contribution shall be charged with expenditures incurred by UNITAR in the performance of activities under this Agreement. In accordance with UNITAR policy and consistent with the United Nations principle of full cost recovery, the contribution also includes a provision for additional services incurred directly by the implementation of this project such as contracts for human resources; administrative, financial, procurement and travel services; IT support and communication charges; oversight /quality assurance for project monitoring and reporting; etc.

6. Expenditures against each budget line may vary up to 10 per cent subject to not exceeding the overall budget.
7. All financial accounts and statements shall be expressed in United States dollars.
8. The contribution will be charged with a rate of seven per cent of all expenditures from the grant funds to cover indirect support costs.
9. The contribution shall be subject exclusively to the internal and external auditing procedures laid down in the Financial Regulations and Rules and directives of the United Nations.
10. UNITAR and INTI BCRC will monitor progress towards the results in accordance with the provisions contained in Annex I
11. UNITAR shall provide the donor with Narrative and Financial Reports in accordance with the schedule below. Financial reports will be prepared in accordance with the applicable UN Accounting policies and the applicable procedures laid down in the UN Financial Rules and Regulations.

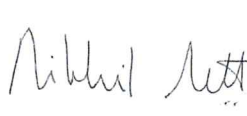
Reports:	Dates:
Interim progress report	31 June 2025
Interim financial report	31 June 2025
Final financial report	31 April 2026
Final progress report	31 April 2026

12. The Parties agree that the dates are subject to the vicissitudes of the project and will be agreed upon by the parties according to its progress.
13. The final report should include an executive summary, background and context, lessons learned, methodology and approach used, activities carried out, obstacles, opportunities, additional documents, conclusions, references, and results and achievements, presented in detail by country and as a general overview for the three countries (Bolivia, Ecuador, and Suriname).
14. The project shall be implemented from the date of the last signature until the final reports are delivered by UNITAR.
15. The final disbursement of the contribution, as provided for in Paragraph 2 above, will be made upon delivery of the final report by the UNITAR agency.
16. The project will be brought to operational and financial closure upon submission of the final key deliverable as per Annex I and the final financial report.
17. UNITAR shall submit a letter to the INTI BCRC to formalize project closure.
18. This Agreement shall enter into force on the date of its last signature and remain in force until or until all incurred financial and other obligations have been met, whichever is later.
19. The Agreement can be renewed through a further Agreement or through an exchange of letters between the INTI BCRC and UNITAR. It may be amended by mutual written agreement of the Parties. Unless otherwise agreed, amendments may apply to any activities, which have not yet been implemented.
20. The Agreement may be terminated by either Party on 30 days' written notice to the other Party.

21. Steps shall be undertaken to ensure that termination of this Agreement shall be without prejudice to (a) the orderly completion of any ongoing activity, and (b) any rights and obligations of the Parties accrued prior to the date of termination.
22. Any personal data under the Agreement will be processed by UNITAR in accordance with its Data Protection Policy and any update thereto. Such data will be processed by UNITAR for the purposes of implementing, managing and monitoring the Agreement or protecting the financial interest of the parties.
23. The persons whose personal data are processed have the right to ask what information UNITAR holds about them and how to gain access to it, be informed how to keep their personal data up to date and how UNITAR is meeting its data protection obligations.
24. On termination (or expiration) of this Agreement, the funds will continue to be held by UNITAR until all expenditures incurred by UNITAR have been paid. Thereafter, any surplus remaining in the contribution shall be used by UNITAR in consultation with INTI BCRC through an exchange of letters or e-mail.
25. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations or UNITAR.
26. Any dispute, controversy or claim arising out of or in connection with this Agreement that is not settled amicably by negotiation shall be settled by arbitration, at the request of either Party, in accordance with the United Nations Commission on International Trade Law Arbitration Rules as at present in force. The place of arbitration shall be Geneva. Arbitration shall be in English. The Parties to this Agreement agree to be bound by any arbitration award rendered in accordance with this section as the final adjudication of any dispute.
27. Apart from the exclusive purpose of the execution of the clauses of this Agreement, the Parties cannot authorize either Party to act as agent for the other, or use the name, emblem or trademarks of the other Party, or any of its subsidiaries and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case. Parties further agree that neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
28. Any rights, including copyright and other intellectual property rights that may be obtained in the performance of this Agreement, shall be the jointly owned by UNITAR and INTI BCRC, which may use, publish, assign, or transfer them as deemed appropriate, subject to prior confirmation from two parts.
29. Annex I: Project document and Annex II: Budget of this Agreement will be considered an integral part of this Agreement. References to this Agreement will be construed as including Annexes I and II, as varied or amended with the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in two copies.

For UNITAR


Digitally signed by
Nikhil Seth
Date: 2024.11.29
09:09:04 +01'00'

Nikhil Seth, UN Assistant
Secretary General & Executive Director,
UNITAR

For INTI – BCRC


14/02/25

Daniel Omar Horacio Afione
President of INTI – Argentina

Cleared by:



Digital
unterschrieben von
Ruediger Kuehr
Datum: 2024.11.28
11:57:53 +01'00'

Ruediger Kuehr

Senior Manager, SCYCLE Programme

Annex I

Project Description:

“Support the development of a plastic inventory of Plastic Waste Flows in Latin America and the Caribbean (Bolivia, Ecuador and Suriname)”

UNITAR’s Assignment/Activity:

Activities	Deliverables	Delivery dates
1. Preparatory work	1.1 One plastic toolkit per country (3); 1.2 List of key stakeholders of the plastic sector per country; 1.3 Number of interviews or surveys distributed.	1.1 Month 3 1.2 Month 3 1.3 Month 4
2. Data collection and Inventory of plastic flows	2.1 Production on dataset on Plastic Put on Market Calculation (POM) Tool Manual; 2.2 Production on dataset on Waste generated; 2.3 Compiled plastic tools per country.	2.1 Month 7 2.2 Month 7 2.3 Month 8
3. Capacity building	3.1 Three webinars delivered (one per country); 3.2 One workshop delivered in person and one workshop delivered via webinar to validate the results.	3.1 Month 4 3.2 Month 9
4. Communication and dissemination activities	4.1 Development of a set of outreach materials; 4.2 Dissemination of the project results.	4.1 Month 15
5. Monitor, gather and report data relevant for the project evaluation	5.1 A project monitoring and evaluation report	5.1 Month 15

Note: The dates are subject to the vicissitudes of the project and will be agreed upon by the parties according to its progress.

Duration:

The project has a stipulated duration of 15 months.