



vertraulich

Landeshauptstadt Dresden
Der Oberbürgermeister

An alle
Fraktionen sowie Mitglieder
des Stadtrates der Landeshauptstadt Dresden

GZ: (OB) 15.2

Datum: 20. AUG. 2020

— **Beschlusskontrolle zu V0356/20 (Sitzungsnummer: SR/011/2020)**
Hilfe für die Partnerstadt Brazzaville während der Covid-19-Pandemie

Sehr geehrte Fraktionen und Mitglieder des Stadtrates,

folgende abschließende Information kann zu oben genanntem Beschluss gegeben werden:

— **1) „Der Oberbürgermeister wird beauftragt, die bedürftige Bevölkerung in der Partnerstadt Brazzaville mit einem Betrag von 50.000 Euro für die Beschaffung von Lebensmitteln und Seife zu unterstützen. Dies geschieht in Zusammenarbeit mit dem „Welternährungsprogramm“ und der Initiative „ShareTheMeal“.“**

Die Unterstützung der bedürftigen Bevölkerung in der Partnerstadt Brazzaville mit einem Betrag von 50.000 Euro für die Beschaffung von Lebensmitteln und Seife wurde mit der Anordnung zur Überweisung der Summe am 13. Juli 2020 veranlasst.

— **2a) „Der Oberbürgermeister wird beauftragt, in einem sogenannten „Pledge Letter“ (Anlage 1 zur Beschlussausfertigung) mit dem Welternährungsprogramm (WFP) und dessen Initiative „ShareTheMeal“ diese Unterstützung festzuschreiben. Darüber hinaus wird er beauftragt, die Einrichtung eines Spendenkontos der Initiative „ShareTheMeal“ mit der WFP zu vereinbaren, um für die Dresdner Bevölkerung die Gelegenheit zu geben, bürgerschaftliches Engagement zu entwickeln und ihrerseits konkret für die bedürftigen Bürgerinnen und Bürger in der Partnerstadt Brazzaville in der Corona-Krise zu spenden.“**

Die Vereinbarung zur Unterstützung der Landeshauptstadt wurde letztendlich nicht in Form eines „Pledge Letters“, sondern in Form eines Vertrages mit dem Welternährungsprogramm geschlossen. Dies geschah auf Wunsch der Rechtsabteilung des Welternährungsprogramms. Der Vertragstext ist der Anlage zu entnehmen. Der Vertrag wurde am 29. Juni 2020 unterschrieben. Nach beidseitiger Unterzeichnung wurde die Einrichtung eines Spendenkontos veranlasst, um der Dresdner Bevölkerung die Gelegenheit zu geben, selbst zu spenden. Die Spendenkampagne dazu startete am 16. Juli 2020 und soll noch bis Ende des Sommers laufen.

2b) „Die Anlage 1 zur Vorlage „Vertrag mit ShareTheMeal – Welternährungsprogramm zur Unterstützung in Brazzaville“ wird durch die Anlage 1 zur Beschlussausfertigung, das Muster eines „Pledge Letters“ an das Welternährungsprogramm inkl. Übersetzung, ersetzt.“

Wie unter 2a) erläutert, kam es letztendlich doch zu einem Vertrag zwischen der Landeshauptstadt Dresden und dem Welternährungsprogramm.

3) „Der Stadtrat beschließt, dass die Landeshauptstadt Dresden ihrer Partnerstadt diverse Sachspenden zur Verfügung stellt. Dafür ist ein Budget von maximal 30.000 Euro vorgesehen. Die Transportkosten sollen möglichst über das Bundesministerium für wirtschaftliche Zusammenarbeit und Entwicklung finanziert werden.“

Die Sachmittelspende konnte in Absprache mit dem Universitätsklinikum in Brazzaville und der Expertise des Städtischen Klinikums Dresden zusammengestellt werden. Sie besteht aus 2.000 Einwegblusen, 9.000 Untersuchungshandschuhen, 2.000 chirurgischen Masken, 3.000 N95-Masken, 40 Atembeutelschlauchsystemen, 500 antibakteriellen Filtern für Beatmungsgeräte, 1.000 Bettlaken und 100 Vliesanzügen sowie 500 Gesichtsvisieren. Die Sachmittelspende hat einen Gesamtwert von 32.000 Euro, wobei 2.000 Euro durch eine Spende von Gesichtsvisieren und Vliesanzügen durch die Forschungsallianz DRESDEN-concept e. V. ermöglicht wurden.

Für die vollumfängliche Übernahme der Transportkosten in Höhe von 7.300 Euro brutto konnte die Landeshauptstadt Fördermittel des Bundes über die SKEW (Servicestelle Kommunen in der Einen Welt), eine Organisation des Bundesministeriums für wirtschaftliche Zusammenarbeit und Entwicklung, einwerben. Die Sachmittelspende wurde am 11. August 2020 nach Brazzaville verschickt.

4) „Die Hilfe an die Partnerstadt Brazzaville während der Covid-19-Pandemie wird als Ausnahme von der mit Datum 21. April 2020 erlassenen Haushaltssperre bestätigt. Die Mittel sind freizugeben.“

Die Mittel wurden freigegeben.

Mit freundlichen Grüßen



Dirk Hilbert

Anlage



DIRECTED MULTILATERAL CONTRIBUTION AGREEMENT

BETWEEN

CITY OF DRESDEN, GERMANY

AND

WORLD FOOD PROGRAMME

**FOR THE REPUBLIC OF CONGO COUNTRY STRATEGIC PLAN (2019-
2023)**

This Agreement (the “*Agreement*”) is entered into by and between:

- (a) **CITY OF DRESDEN, GERMANY** (the “*Donor*”), and
- (b) **WORLD FOOD PROGRAMME**, an autonomous joint subsidiary programme of the United Nations and the Food and Agriculture Organization of the United Nations, with headquarters in Rome, Italy, acting through its country office in Republic of Congo (“*WFP*”),

each a “**Party**” and, collectively, the “**Parties**”.

PREAMBLE:

WHEREAS, WFP, as the United Nations’ frontline agency in the fight against global hunger, is mandated to provide emergency and development assistance to eradicate hunger and poverty amongst the poorest and most food-insecure countries and populations;

WHEREAS, the Donor maintains a town partnership with Brazzaville and wishes to support the local population during the COVID-19 pandemic.

WHEREAS, the Donor wishes to provide a financial contribution to WFP (the “*Contribution*”) in the form of a Directed Multilateral Contribution (within the meaning of the WFP Financial Regulations) to support the implementation of WFP Republic of Congo Country Strategic Plan (2019-2023), under Strategic Outcome 1: Food insecure people affected by shocks have access to adequate food all year. This contribution will support the urban cash transfer programme in peripheric arrondissements of Brazzaville in the fight against COVID-19 and negative socio-economic impacts engendered, as more fully described in the plan attached hereto as Annex 1 (the “*Plan*”)];

WHEREAS, WFP is willing to accept the Contribution subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
TERMS OF THE CONTRIBUTION

- 1.1 The Donor shall, in accordance with the schedule of payments set forth below, make the Contribution to WFP: in support of the Republic of Congo Country Strategic Plan (2019-2023) in the total amount of fifty thousand Euro, in one single installment.

Schedule of Payments: Immediately upon entry into force of the agreement

Installment: one

Amount: 50,000 EUR

- 1.2 The Contribution shall be deposited into the following bank account:

Account Name: WFP London Donation Acc. USD
Bank Name: Citibank NA.
Bank Address: Canada Square, Canary Wharf, London E14 5LB, UK
Account Number: 13321541
Swift Code: CITIGB2L
IBAN: GB74CITI18500813321541

- 1.3 Upon disbursement of the Contribution, the Donor shall notify WFP of such disbursement by means of a written notice to the Chief, Contribution Accounting and Donor Financial Reporting (FINC), together with the appropriate remittance to WFP of all disbursement information.
- 1.4 Unless otherwise agreed by the Parties, the Contribution shall be made in Euro (“EUR”).
- 1.5 The Contribution shall be made on a grant basis and shall meet the principle of Full-Cost Recovery within the meaning of and in accordance with WFP Regulations and Rules. For the purposes of this Agreement, “*WFP Regulations and Rules*” shall mean WFP’s General Regulations and General Rules, Financial Regulations and Financial Rules, internal policies, circulars, directives, manuals, procedures, internal practices and legal framework, as applicable. To ensure Full-Cost Recovery, WFP shall retain, as Indirect Support Costs, a percentage of the Transfer Costs, Implementation Costs and Direct Support Costs associated with the activities financed by the Contribution hereunder, as determined by WFP’s Executive Board from time to time (as each of the terms “Indirect Support Costs,” “Transfer Costs,” “Implementation Costs” and “Direct Support Costs” is defined in the Financial Regulations).

**ARTICLE II
MANAGEMENT OF THE CONTRIBUTION**

- 2.1 WFP shall receive, administer and account for the Contribution made by the Donor hereunder in accordance with WFP Regulations and Rules and the terms and conditions of this Agreement.
- 2.2 For WFP accounting purposes, the amount in full of the Contribution shall be recorded by WFP immediately upon the effectiveness of this Agreement. Notwithstanding the foregoing, WFP shall only be required to enter into a binding financial obligation in respect of the operations to be financed with the Contribution made hereunder upon receipt of the Contribution.
- 2.3 The Contribution shall be recorded by WFP, for accounting purposes, in the equivalent United States Dollar (USD) value at the prevailing United Nations operational rate of exchange applicable on the date of receipt by WFP of the Contribution.
- 2.4 Any identifiable interest accrued on the Contribution and any residual income derived from WFP's activities financed by the Contribution shall be utilized by WFP in accordance with WFP Regulations and Rules.
- 2.5 To enable time and cost savings, the Contribution, or any portion thereof, may be used, at WFP's discretion, for advance financing in accordance with WFP Regulations and Rules.
- 2.6 Unless otherwise agreed by the Parties, upon termination or expiration of this Agreement, WFP shall re-allocate any unexpended funds, received hereunder and remaining after the satisfaction of all commitments and liabilities incurred with funds from the Contribution, to the subsequent phase(s) of any given operation or to any follow-on operation, *provided that* in the event that there is no follow-on operation any such remaining funds shall be allocated and utilized in accordance with WFP Regulations and Rules.

**ARTICLE III
ACCOUNTING AND REPORTING**

- 3.1 WFP shall maintain appropriate accounting and financial records in respect of the receipt, use and management of the Contribution made by the Donor hereunder.
- 3.2 WFP shall provide the Donor with an Annual Country Report in respect of WFP's activities in connection with the operation financed with the Contribution hereunder. In addition, the Annual Performance Report, submitted by the Executive Director of WFP to the

Executive Board of WFP on an annual basis, shall be made public on WFP's official website.

ARTICLE IV AUDIT

- 4.1 The Contribution made by the Donor shall be subject exclusively to the internal and external audit procedures established pursuant to WFP Regulations and Rules.
- 4.2 The annual financial statements of WFP, together with the report of WFP's External Auditor, shall be made public on WFP's official website.
- 4.3 WFP's internal audit reports shall be made public on WFP's official website in accordance with WFP's "Policy for Disclosure of Oversight Reports," as may be amended from time to time.

ARTICLE V MONITORING AND EVALUATION

- 5.1 All WFP activities are monitored and evaluated in accordance with WFP Regulations and Rules. With respect to all matters regarding the monitoring and evaluation of WFP's activities conducted with funds received hereunder, the Donor shall rely on WFP's reporting, monitoring and evaluation systems, as established pursuant to WFP Regulations and Rules.

ARTICLE VI PROCUREMENT; OWNERSHIP

- 6.1 WFP shall conduct all procurement of commodities, goods and services financed from the Contribution made pursuant to this Agreement in accordance with WFP Regulations and Rules.
- 6.2 Matters relating to the ownership by WFP of commodities, goods and services procured with funds from the Contribution shall be determined in accordance with WFP Regulations and Rules.

**ARTICLE VII
ANTI-FRAUD AND ANTI-CORRUPTION PROVISIONS**

Each Party hereby affirms that it has a zero tolerance approach to fraud and recognizes the importance of taking all necessary precautions to avoid corrupt, fraudulent or collusive practices. To this end, WFP shall maintain standards of conduct governing the performance of its officers, employees, agents, contractors and sub-contractors, including the prohibition of corrupt, fraudulent or collusive practices in connection with the granting and administration of any resources provided pursuant to this Agreement, as set forth in WFP Regulations and Rules, including, without limitation, WFP's Anti-Fraud and Anti-Corruption Policy, as may be amended from time to time.

**ARTICLE VIII
PRIVILEGES AND IMMUNITIES**

Nothing in this Agreement or any agreement and/or document entered into in connection with this Agreement shall imply a waiver, express or implied, by WFP, the United Nations and the Food and Agriculture Organization of the United Nations of any privileges or immunities enjoyed by them pursuant to the 1946 Convention on the Privileges and Immunities of the United Nations, the 1947 Convention on the Privileges and Immunities of the Specialized Agencies, customary international law, other relevant international or national agreements, or under domestic law.

**ARTICLE IX
TERMINATION OF THE AGREEMENT**

- 9.1 This Agreement may be terminated by (i) either Party upon provision to the other Party of ninety (90) days' prior written notice; or (ii) mutual agreement of the Parties.
- 9.2 In the event of the termination of this Agreement for any reason, both Parties shall use reasonable efforts and good faith to bring their cooperation herein to a prompt and orderly conclusion.
- 9.3 The obligations of the Parties hereunder shall survive the termination or expiration of this Agreement to the extent necessary to ensure the orderly conclusion of activities and the settlement of all outstanding issues, accounts, claims, disputes and liabilities hereunder. To this end, and notwithstanding any termination or expiration of this Agreement, WFP shall continue to hold any unexpended funds received hereunder until all commitments and

liabilities incurred with funds received hereunder have been satisfied and the activities hereunder have been brought to an orderly conclusion.

ARTICLE X AMENDMENT OF THE AGREEMENT

This Agreement may be supplemented or otherwise amended by a formal written agreement signed by duly authorized representatives of each Party.

ARTICLE XI ENTRY INTO FORCE

This Agreement shall become effective on the date on which the last of the Parties signs this Agreement.

ARTICLE XII APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 12.1 The interpretation, construction and performance of this Agreement, including any agreements and/or documents entered into in connection with this Agreement, and any claims, controversies or disputes arising hereunder or thereunder shall be exclusively governed by general principles of international commercial law and the terms and conditions of this Agreement, to the exclusion of any choice of law rules which would defer the Agreement, and any agreements and/or documents entered into in connection therewith, to the laws of any given jurisdiction.
- 12.2 The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Agreement or the breach, termination or invalidity thereof. Where the Parties wish to seek an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
- 12.3 Any claims, controversies or disputes between the Parties arising under this Agreement, or under any other agreements and/or documents entered into in connection with this Agreement that cannot be settled amicably under Article 12.2, above, shall be settled by

arbitration in accordance with the UNCITRAL Arbitration Rules, then in force. The Parties hereby designate the Secretary-General of the Permanent Court of Arbitration at The Hague as appointing authority in respect of any arbitral proceeding arising hereunder. Any arbitral proceeding arising hereunder shall be conducted by an arbitral tribunal comprising three (3) arbitrators and the language to be used in the arbitral proceeding shall be English. 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 claim, controversy or dispute.

IN WITNESS WHEREOF the undersigned, being duly appointed representatives of the Parties, have on behalf of the Parties signed this Agreement as confirmation of the terms and conditions contained herein.

For: The Donor

Name: Dirk Hilbert

Title: Mayor, City of Dresden

Date: 29. JUNI 2020

For: World Food Programme

Name: Maria Dolores Castro Benitez

Title: Regional director RBJ

Date: 7.7.2020



ANNEX 1 PLAN

The COVID-19 pandemic is now affecting the Republic of Congo with the first officially declared case being confirmed mid-March. WFP estimates that some 300,000 people may be food insecure as a result of COVID-19 and confinement.

The most deprived households in urban areas experience the loss of their daily income and the price increase of basic food products. The effects of supply chain disruption are reflected in the markets. The availability of commodities, both imported and local, and portions are declining, while the price of products is increasing week by week. WFP monitors weekly the basic food basket for a Congolese household in Brazzaville. Its price has increased by +15% in three weeks.

An immediate response is needed to allow this vulnerable population to access the food they need. In support of the government, WFP is implementing a targeted food voucher intervention in high vulnerability areas. The intervention targets Djiri, Madibou and Mfilou districts in Brazzaville at first.

Under this immediate response strategy, 15 dollars per person per month, or approximately 43,000 CFA francs per household (assumption of 5 people per household) will be distributed for one month, through mobile money. Beneficiaries go to shops identified by WFP to meet their food needs, with due respect for health and social distancing measures.

WFP initially assists an estimated 34,000 beneficiaries (approximately 6,800 households with the assumption of an average of 5 people per household). Resource permitting, the intervention will be extended to 300,000 beneficiaries.

The Contribution by the City of Dresden will support this intervention in the partner city of Brazzaville in line with the budget (ANNEX 2). The implementation period for this Contribution will be from the start of the COVID-19 pandemic in Brazzaville to December 31, 2020. In accordance with WFP's rules and regulations, this Contribution will be made visible through signs in the partner shops and on the WFP Republic of Congo social media channels.

ANNEX 2 BUDGET

Country	Republic of Congo	Grant amount	50,000
Grant Number		Grant currency	EUR
Contribution Ref.		Exchange Rate	1.932
Organisation Name	City of Dordrecht	Grant amount USD	96,250
Grant Currency	EUR		
Exchange Rate	0.922		

SUMMARY BY TOOL IN USD							
	Transfer Value (USD)	Transfer Costs (USD)	Total Transfer USD	Implementation (USD)	DOC (USD)	DSC (USD)	Total Direct Cost (USD)
Food	0	0	0	0	0	0	0
Cash Based Transfers & Commodities Voucher	50,000	0	50,000	0	46,078	5,291	56,376
Capacity Strengthening	0	0	0	0	0	0	0

SUMMARY BY TOOL IN GRANT CURRENCY							
	Transfer Value (EUR)	Transfer Costs (EUR)	Total Transfer EUR	Implementation (EUR)	DOC (EUR)	DSC (EUR)	Total Direct Cost (EUR)
Food	0	0	0	0	0	0	0
Cash Based Transfers & Commodities Voucher	25,953	0	25,953	0	23,878	2,751	26,629
Capacity Strengthening	0	0	0	0	0	0	0

COST SUMMARY		
Cost Category	Amount USD	Amount EUR
Transfer Costs	37,716	34,712*
Implementation Costs	7,273	7,273
Direct Operating Costs (DOC)	45,973	41,971
Direct Support Costs (DSC)	2,317	2,317
Total Direct Costs	55,976	56,269
Indirect Support Costs (ISC)	2,274	2,274
Grand Total Costs	58,250	58,543

Remarks

* For programmes above 100,000 USD, implementation to be provided in the Remarks field.

Note: The value per cost category may vary at the time of procurement due to changes in supplier requirements, operational challenges, price and budget revisions. The type of transfer modality and the allocation between both might change in line with the intended purpose.