ARMS TRADE TREATY

VOLUNTARY TRUST FUND

STANDARD DONORS' AGREEMENT

Agreement No: VTF/xx/yyyy

Geneva, Switzerland

STANDARD DONORS' AGREEMENT

Between

(Name of Donor)

And

ARMS TRADE TREATY VOLUNTARY TRUST FUND (ATT SECRETARIAT)
Agreement No: VTF/xx/yyyy

WHEREAS, the objectives of the Arms Trade Treaty (ATT), which entered into force on 24 December 2014, include the establishment of the highest possible common international standards for regulating or improving the regulation of the international trade in conventional arms, as well as the prevention and eradication of the illicit trade in conventional arms and the prevention of their diversion.

WHEREAS, the VTF (hereinafter referred to as the 'Fund') was formally established in August 2016 by the Second Conference of States Parties to the ATT to operate under its approved Terms of Reference (ATT/CSP2/2016/WP3/Rev.1).

WHEREAS, the Fund is a flexible multi-donor Fund established under Article 16 (3) of the Treaty to assist requesting States requiring international assistance to implement their Treaty obligations.

WHEREAS, the Fund is administered by the ATT Secretariat assisted by the Fund Selection Committee consisting of 15 States Parties appointed by the Conference of States Parties, including States having announced financial contributions to the Fund and ensuring diverse representation.

WHEREAS, (**Name of Donor**) (hereinafter referred to as the 'Donor') wishes to provide financial support to the Fund on the basis of the Fund's Terms of Reference, Call for Contributions and Administrative Rules (Annex 1 to this Agreement).

NOW, THEREFORE, (**Name of Donor**) and the ATT Secretariat (hereinafter referred to collectively as 'Contracting Parties') hereby agree as follows:

SECTION I
DISBURSEMENT OF FUNDS TO THE VTF

1. (**Name of Donor**) decides to make a contribution of **(amount in words)(amount in figures)** (hereinafter referred to as the 'Contribution') to the Fund. The Contribution shall be used in accordance with the approved Fund's Terms of Reference to assist requesting States requiring international assistance to implement their Treaty obligations. The Donor authorises the ATT Secretariat to use the Contribution for the purposes of the Fund and in accordance with this Standard Donors' Agreement (hereafter referred to as 'Agreement').

2. The Donor will deposit the Contribution by electronic bank transfer to the following Fund account:

CURRENCY	: USD
ACCOUNT HOLDER	: Arms Trade Treaty Secretariat Avenue de France 23 1202 Genève Switzerland
BANK	: UBS SA, Rue des Noirettes 35, 1227 Carouge
ACCOUNT NO	: 0240-944156.61 U
CLEARING NUMBER	: 240
CODE IBAN	: CH81 0024 0240 9441 5661 U
BIC (SWIFT)	: UBSWCHZH80A
REFERENCE	: ATT VTF yyyy

3. **Notification of Payment.** When making a bank transfer, the Donor shall notify the ATT Secretariat of the following: (a) the amount transferred and (b) that the transfer is from (**Name of Donor**) with reference to this Agreement, specifying (c) this Agreement number. The ATT Secretariat shall promptly acknowledge receipt of funds in writing.

4. **Currency.** The value of a Contribution payment, if made in a currency other than US dollars, shall be determined by applying the operational value of exchange in effect on the date of receipt of the Contribution. Gains or losses on currency exchanges shall increase or decrease the Contribution made. All financial accounts and statements shall be expressed in United States dollars.

5. **Bank Charges and Interests.** Bank charges levied on Contribution transfer shall be carried by the Contribution. Any eventual bank interest accrued on the Contribution made shall accrue to the Fund and shall be used in accordance with the Fund's Terms of Reference and Administrative Rules.

6. **Administrative Costs.** Costs for project monitoring, evaluation and auditing incurred by the ATT Secretariat shall be carried by the Fund at an amount set by the Selection Committee. The Fund shall also carry the costs of the Fund's own corporate auditing by an independent auditor.

7. **Funds Not Used**. Funds that are not used or have been paid back by grant recipients shall be fully accounted for and kept in reserve for the next cycle of call for project proposals.

8. **Audit.** The Fund account shall be subject to annual auditing by an independent professional auditor.

SECTION II
DISBURSEMENT OF FUNDS FROM VTF

9. The ATT Secretariat shall make disbursement from the Fund in accordance with decisions of the Fund's Selection Committee. Resources from the Fund shall be utilised for the purposes of meeting the costs of projects approved by the Selection Committee. Details of such projects, including plans, respective budgets and implementing partners will be set out in the relevant project documents (i.e. Grant Agreement).

SECTION III
REPORTING

10. The ATT Secretariat shall, upon review by the Selection Committee and approval by the Conference of States Parties, provide the Donor with the following annual reports and statements, based on projects submissions:

a. Annual consolidated substantive report for each selection cycle.

b. Annual audited financial statement for each selection cycle.

11. The consolidated Fund annual report and financial statements shall be published on the ATT website.

SECTION IV
ENTRY INTO FORCE

12. This Agreement shall come into effect upon signature by the Contracting Parties.

SECTION V
MODIFICATION

13. This Agreement may be modified only by written agreement between the Contracting Parties.

SECTION VI
TERMINATION

14. This Agreement shall terminate 30 days following circulation of the annual consolidated substantive report and annual audited financial statement for the current selection cycle unless renewed by both parties prior to that date.

SECTION VII
SETTLEMENT OF DISPUTES

15. Any dispute arising between the Contracting Parties shall be resolved amicably through dialogue between the Donor, the ATT Secretariat and the Chairperson of the Selection Committee.

WHEREOF, the undersigned, being duly authorised respective Contracting Parties, have signed the present Agreement in English in two copies.

For (the Donor)	***For the ATT Secretariat***
Name :……..	Name :…Ms. Carina SOLMIRANO…….
Title :……..	Title :…Head of the ATT Secretariat….
Signature:……	Signature: ……..…
Place :……	Place :…Geneva, Switzerland…….……
Date :……..	Date :…….

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