



FRAMEWORK ARRANGEMENT

BETWEEN

THE GOVERNMENT OF BELGIUM

AND

THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR
HUMAN RIGHTS (OHCHR)

September 23, 2016

Introduction

This Framework Arrangement (hereinafter “**The Arrangement**”) sets out the intentions of the Government of Belgium (hereinafter “**The Government**”), represented by the Minister of Development Cooperation.

and

the **Office of the United Nations High Commissioner for Human Rights** (hereinafter “**OHCHR**”), represented by the High Commissioner,

each referred to as “Participant” and both jointly referred to as “Participants”,

to cooperate closely in the form of a partnership for development as described and outlined below.

The overall objective of the Arrangement is to support OHCHR in the realization of its activities, as described in the Strategic Plan 2014-2017.

The Government is committed to the implementation of the 2030 Agenda for Sustainable Development (hereinafter “Agenda 2030”). Within this context, the Government will focus on two main policy areas: sustainable, inclusive economic growth, and the rights based approach to development. Furthermore, the Government is committed to spending at least 50% of its ODA to the least developed countries (LDCs). The 14 current partner countries of the Belgian Development Cooperation – Benin, Burkina Faso (new), Burundi, Democratic Republic of Congo, Guinea-Conakry (new), Mali, Morocco, Mozambique, Niger, Palestine, Rwanda, Senegal, Tanzania and Uganda include 12 LDCs.

The Government supports OHCHR to promote, analyze and protect human rights, to help empower people to realize their rights, and to assist those responsible for upholding such rights in ensuring that they are implemented, inter alia by integrating human rights into development policies.

Human rights and the rights-based approach are one of two policy priorities of the Belgian Development Cooperation. They are integrated in the newly approved SDGs and the Agenda 2030 and are an integral part of OHCHR’s work. OHCHR assists countries to develop policies, leadership skills, partnering abilities, institutional capabilities, and build resilience in order to promote and protect human rights which ensure sustainable development results.

OHCHR is a part of the United Nations Secretariat. OHCHR helps countries to meet their development goals including those which have been agreed upon internationally, and has an important role in ensuring that implementation is human rights-based. OHCHR works within the UN system for the development of an action framework to combat discrimination and inequalities. OHCHR is also responsible for developing methodologies, collecting data and reporting on progress towards several SDG indicators approved by the UN Statistical Commission, especially on targets under Goals 10 (inequalities) and 16 (peaceful and inclusive societies, access to justice, inclusive institutions). Finally, OHCHR will work on a human rights based approach to data, including improving disaggregation, in order to leave no-one behind as pledged in the Agenda 2030. OHCHR will play a unique role in supporting implementation of recommendations at the country level.

OHCHR has a central role to play in supporting governments in their efforts to achieve the SDGs in line with their international human rights obligations.

PARAGRAPH 1
COMPETENT AUTHORITY, COMMUNICATION AND FORMS OF
COLLABORATION

- 1.1. In matters concerning the implementation of this Arrangement, the Government will be represented by the Ministerial authority who has Development Cooperation in his/her portfolio, or his/her respective designate.
- 1.2. OHCHR will be represented by the High Commissioner for Human Rights, or his/her designate
- 1.3. All communication from or to the Government regarding this Arrangement will be channelled through the Belgian Permanent Representation to the UN in Geneva.
- 1.4. Communications regarding specific contributions (mentioned hereafter under the Paragraph 4) will be channelled through OHCHR Geneva and the Government's Permanent Representation to the UN in Geneva.
- 1.5. With respect to its contributions to OHCHR :
 - 1.5.1. The Government is committed, within its financial means to contribute for the duration of the Arrangement on a yearly basis to OHCHR's un-earmarked extra-budgetary resources (hereinafter "regular resources") (dealt with hereinafter in Paragraph 2).
 - 1.5.2. The Government may consider, as appropriate, supplementary funding of OHCHR projects, programmes or thematic priorities as detailed in OHCHR's Management Plan (OMP) and its Annual Appeal (dealt with hereinafter in Paragraph 3).
- 1.6. The budgets concerning the contributions described in paragraph 1.5 above are subject to approval by the Belgian Parliament in the context of the overall approval of the Belgian federal budget for the year pertaining to the contribution.

PARAGRAPH 2
CONTRIBUTIONS TO REGULAR RESOURCES

- 2.1. Regular resources are the bedrock of all OHCHR's work, including at country level. They guarantee universality, neutrality and independence of OHCHR. In order to be able to work in a coherent and predictable way, it is essential for OHCHR to achieve a critical level of regular resources in order to accomplish its mission and mandate.

2.2. The Government will provide financial support to the regular resources of OHCHR (hereinafter “regular contribution”) on an annual basis. The regular contribution will be communicated through a ‘Letter of Intent’, signed by the Minister of Development Cooperation, or his/her designate. OHCHR will acknowledge receipt of the Letter of Intent. The Government recognizes OHCHR’s need to a predictable resource flow over the years of this Arrangement, and will, to the extent possible commit itself to a multi-year funding framework.

2.3. Payment of the regular contribution for each respective year will be made at the beginning of each such calendar year in Euros upon receipt of a payment request letter from OHCHR, within 120 calendar days after receipt of such request. Such a request may be made together with the acknowledgment referred to in paragraph 2.2 above. OHCHR will confirm receipt of the payments made.

2.4. The Government’s regular contribution will be attributed to and form part of OHCHR’s extra-budgetary resources.

PARAGRAPH 3
CONTRIBUTIONS TO OTHER RESOURCES/ PROJECTS/PROGRAMMES/
THEMATIC FUNDING

3.1. In addition to regular contributions, the Government may, at its sole discretion, provide specific contributions to OHCHR’s Programmes, Projects and thematic priorities at global, regional or country level (hereinafter “specific contribution”).

3.2. For each specific contribution, a specific financing agreement between the Government and OHCHR will be signed. The specific contributions may come from different budget sources within the Government’s administration. Depending on the source of the funds, the format of the specific financing agreement may vary.

3.3. Funds received under any of the aforementioned modalities will be used in accordance with the United Nations regulations, rules, policies, and procedures, and the financing agreements will so provide.

3.4. The Government may take into consideration funding of Junior Professional Officers (JPOs) if so asked by OHCHR.

PARAGRAPH 4
MANAGEMENT OF REGULAR AND SPECIFIC CONTRIBUTIONS

4.1. Administration of funds. OHCHR, through the United Nations Office at Geneva (UNOG), will record receipt of all regular and specific contributions (collectively, “Contributions”) as

income and will administer such Contributions and the activities financed therefrom in accordance with the United Nations applicable regulations, rules, policies and procedures. OHCHR will ensure that the contributions are reported together with all other contributions from whatever source to OHCHR resources. OHCHR will not advance funds for commencement or continued implementation of activities.

4.2. Timely delivery of activities. OHCHR will be responsible for ensuring the effective and timely delivery of inputs and production of outputs.

4.3. Use of funds. Funds made available by the Government will be used exclusively for the purpose for which they are intended.

4.4. Financial statements. All financial reports and statements of account will be expressed in USD.

4.5. Acknowledgment of contribution. OHCHR will acknowledge receipt of all Contributions in writing, including the exchange rate at which Contributions not in OHCHR's currency were accounted for upon receipt.

4.6. Exchange rate. If the contributions are paid in EUR, the value of the contributions in USD will be determined by using the United Nations operational rate of exchange in effect on the date of the payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by OHCHR of the contributions, the value of the balance of funds still held at the time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, OHCHR will inform the Government with a view to determining whether any further financing could be provided by them. If further financing is not available, the assistance to be provided to the project may be reduced accordingly by OHCHR.

4.7. Procurement. Procurement of good and services will be carried out in accordance with the regulations, rules, policies and procedures of the United Nations.

4.8. Ownership. Ownership of equipment, supplies and other property financed from the contributions will vest in OHCHR, and such equipment, supplies and other property will be disposed of by OHCHR in accordance with the United Nation's applicable regulations, rules, policies and procedures.

PARAGRAPH 5 **FINANCIAL REGULATIONS AND RULES FOR THE MANAGEMENT OF SPECIFIC CONTRIBUTIONS**

5.1. Management of the contribution. All specific contributions received from the Government through Financing Agreements, will be received and administered as earmarked contributions in accordance with United Nations regulations, rules, policies and procedures.

5.2. Payment of the specific contribution. Where feasible, such specific contributions will be paid in full within 120 calendar days from the date of the signature of the relevant Financing Agreement relating to specific contributions. Such specific contributions will be denominated and payments therefor made in Euros. Commencement and continuation of implementation of Programme/Project activities by such contributions by OHCHR will be subject to receipt of funds.

5.3. Information in the Financing Agreement. The Financing Agreements will specify: name of the Programme/Project, Programme/Project duration, contribution amount with annual allocations, schedule of payments, reporting obligations, evaluations arrangements, focal points for the Project/Programme and OHCHR Bank account details.

5.4. Project/Programme document. The full Project/Programme document will be submitted for information to the Government with each Financing Agreement and will reflect the Government's contribution.

5.5. Implementation of the Programme/Project. The Project/Programme will be implemented according to annual work plans for the Programme/Project approved under and in accordance with the terms of the project document.

5.6. Programme/Project support costs. The contributions will be subject to the United Nations general programme support costs at levels approved by the General Assembly.

5.7. Exchange of information. OHCHR will promptly inform the Government of any condition, which interferes or threatens to interfere with the successful implementation of the Programme(s)/Project(s) financed through such specific contribution.

5.8. Accounting. OHCHR will establish separate accounting records for specific contributions.

5.9. Amendment. A Financing Agreement may be amended by mutual agreement of the Participants in writing.

5.10. Termination of the Financing Agreement, and completion of Programme/Project being financed therefrom:

5.10.1. **Termination of the Financing Agreement**

(i) A Financing Agreement may be terminated by OHCHR or by the Government after consultations between the Government and OHCHR and provided that the funds for the contribution already received are, together with other funds available to the Programme/Project, sufficient to meet all commitments and liabilities incurred in the implementation of the Programme/Project. The relevant Financing Agreement will cease to be in force 30 (thirty) days after either Participant has given written notice of termination to the other Participant.

(ii) Notwithstanding termination of all or part of a Financing Agreement, OHCHR

will continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of all or the part of the Programme/Project have been satisfied and Programme/Project activities brought to an orderly conclusion.

5.10.2. Completion of the Financing Agreement

- (i) OHCHR will notify the Government when all activities relating to the Programme/Project have been completed in accordance with the Programme/Project document.
- (ii) Notwithstanding the completion of the Programme/Project, OHCHR will continue to hold unutilized funds from the contribution until all commitments and liabilities incurred in implementation of the Programme/Project have been satisfied and Programme/Project activities brought to an orderly conclusion.
- (iii) If the unutilized funds prove insufficient to meet such commitments and liabilities, OHCHR will notify Belgium and consult with Belgium on the manner in which such commitments and liabilities may be satisfied.

5.10.3. Return of unspent balances

Upon termination of the Financing Agreement or completion of a Programme/Project, financed from any budget sources within the Government's administration, any funds that remain unspent after all commitments and liabilities have been satisfied will be directed as follows:

- (i) Amounts exceeding 5000 (five thousand) USD will be reimbursed to the Belgian Treasury.
- (ii) Amounts lower or equal than 5000 (five thousand) USD can, upon prior approval from the Government, be reallocated to an existing or new Programme/Project, or can be added to the regular (un-earmarked) resources of OHCHR. In case of the latter, these additions will be considered a prepayment of core contributions to OHCHR.

5.10.4. Interest

Any interest revenue attributable to the contributions provided by the Government under a Financing Agreement will be credited to an OHCHR account, retained by OHCHR, and utilized in accordance with established United Nations procedures. Under no circumstances will the Government be held responsible for the impact of negative interest, nor can negative interest rates lead to the reduction, suspension or termination of activities by OHCHR.

PARAGRAPH 6
REPORTING, MONITORING AND EVALUATION, AUDIT AND ANTICORRUPTION

6.1. Management of Programme/Project.

Project management and implementation will be governed by the regulations, rules, policies and procedures of the United Nations.

6.2. Reporting and monitoring.

6.2.1. Regular resources: Consistent with the United Nations regulations, rules, policies and procedures, OHCHR will provide its annual report (which is a results based report and includes information on the effectiveness, impact and sustainability of OHCHR's activities) and an annual financial review.

6.2.2. Field visits: In consultation with OHCHR, the Government may participate in joint field visits related to the activities of OHCHR.

6.2.3. Specific contributions to Programmes/Projects: OHCHR will provide the Government the following reports prepared in accordance with United Nations accounting and reporting procedures.

(i) Progress Reports

1. Where specific contributions are used to finance a specific Programme/Project, OHCHR will monitor Programme/Project implementation on the basis of progress reports.
2. For specific contributions to Programme/Project, OHCHR will submit semi-annual or annual reports to the Government using its standard progress report format. The reporting will cover substantive issues as well as financial information.

(ii) Narrative and Financial reports

1. For Financing Agreements pertaining to a Programme/Project with a term of one year or less:
 - a) OHCHR (country presence or relevant unit at headquarters through DEXREL) will provide within six months after the date of completion or termination of the Financing Agreement, a final report summarizing Programme/Project activities and impact of activities as well as provisional financial data.

b) OHCHR will provide an annual certified financial statement as of 31 December to be submitted no later than 30 June of the following year.

c) OHCHR upon completion of the Programme/Project, will provide a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the Programme/Project.

2. For Financing Agreements pertaining to a Programme/Project with a term of more than one year

a) OHCHR (country office or relevant unit at headquarters in the case of regional and global projects through DEXREL) will provide an annual status report of Programme/Project progress for the duration of the Financing Agreement, as well as the latest available approved budget.

b) OHCHR will provide an annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year.

c) OHCHR (country office or relevant unit at headquarters in the case of regional and global projects through DEXREL), within six months after the date of completion or termination of the Financing Agreement, will provide a final report summarizing Programme/Project activities and impact of activities as well as provisional financial data.

d) OHCHR, on completion of the Programme/Project, will submit a certified financial statement no later than 30 June of the year following the financial closing of the project.

(iii) Special Reports

If special circumstances so warrant, OHCHR may provide more frequent or special reporting at the expense of the Government. The specific nature and frequency of this reporting will be specified in the Financing Agreement.

6.3. Evaluation.

6.3.1. OHCHR will include provisions for evaluation ^[1] in its Project document in accordance with the provisions of the OHCHR's Evaluation Policy as from time to time approved or amended by its Senior Management Team. The evaluation should be conducted by an independent external consultant and managed by an independent evaluation manager (OHCHR's Policy, Planning, Monitoring and Evaluation Services or staff outside project management), and in close consultation with the Government. If an evaluation is conducted, the Government may be invited to conduct the evaluation jointly with OHCHR.

[1] The provisions of the Evaluation Addendum of June 2011 to the Handbook on Planning, Monitoring and Evaluating for Development Results will be applied.

6.3.2. In addition, the Government may, separately or jointly with other partners, take the initiative to evaluate or review its cooperation with OHCHR under this Arrangement, i.e., to evaluate the results or establish whether contributions have been used for their intended purposes. OHCHR will be informed about such initiatives, will be consulted on the scope and conduct of such evaluations or reviews and will be invited to join. OHCHR will upon request assist in providing relevant information within the limits of the United Nations regulations and rules. All major costs will be borne by the Government unless otherwise agreed. It is understood by the Participants that such evaluation or review will not constitute a financial, compliance or other audit of the Programme/Project including any programmes or activities funded under this Arrangement.

6.4. Audit.

6.4.1. The specific contributions will be subject exclusively to the internal and external auditing procedures provided for in the United Nations Financial Regulations and Rules, and all applicable directives of the United Nations. Should the Audit Report of the Board of Auditors of the United Nations to the General Assembly contain observations relevant to the contributions, such information will be made available to the Government.

6.4.2. OHCHR will permit representatives of the Government to visit the Programme/Project for purposes related to this Arrangement and provide information relevant to the Government's funding, subject to the United Nations Audit regulations, rules, policies and procedures.

6.5. Anti-Corruption

The Participants agree that it is important to take all necessary precautions to prevent corrupt practices. To this end, OHCHR will maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, and the United Nations Financial Regulations and Rules, relating to procurement.

PARAGRAPH 7 **BILATERAL CONSULTATIONS**

The participants will hold bilateral consultations every two years on a date mutually agreed by both of them, taking place either in Belgium or in Geneva. These consultations will include - among other items - a discussion and review of (i) the recent policies and strategic choices of the Participants, (ii) the on-going Programme(s)/Project(s) funded by the Government; (iii) the reporting and monitoring requirements; (iv) the accountability requirements and financial control

issues; (v) the Government's nationals in OHCHR (e.g. JPOs and regular staff); and (vi) OHCHR's collaboration with other UN Agencies.

PARAGRAPH 8
COMMUNICATIONS

8.1. Any notice or request required or permitted to be given or made in this Arrangement will be in writing. All written communications in respect of the Arrangement will be directed to the following addresses or such other address as may be specified by the Government or OHCHR, as the case may be:

For the Government: Ambassador Permanent Mission of Belgium to the United Nations in Geneva	For OHCHR: Chief Donor and External Relations Section OHCHR – Palais des Nations 8-14 Avenue de la Paix CH-1211 Geneva 10 Switzerland
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8.2. OHCHR representatives in partner countries will act as focal points for field activities. They will regularly share information with the Belgian diplomatic representatives in those countries in order to compare and take stock of progress in their respective projects and programmes.

PARAGRAPH 9
GENERAL PROVISIONS

9.1 This Arrangement will come into effect upon signature by the Participants.

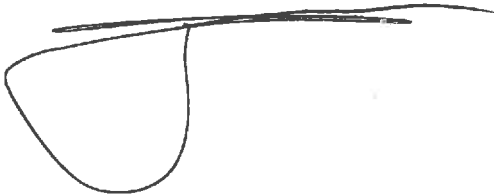
9.2 This Arrangement will continue in operation unless terminated by mutual agreement or one Participant giving three (3) month's written notice of termination to the other Participant.

9.3. Upon termination of the Arrangement, and unless the Participants agree otherwise, contractual obligations entered into between OHCHR and any third party under any Financing Agreement entered into hereunder prior to the receipt of the notice of termination will not be affected by the termination.

9.4. Any dispute, controversy or claim arising from or relating to the interpretation or application of this Arrangement or any breach thereof will be settled amicably through negotiations between the Participants

IN WITNESS WHEREOF, The Government and OHCHR, each acting through their representatives duly authorized hereunder, have signed the Framework Arrangement in two originals in the English language, in New York on 23 September 2016.

For the Government,



Alexander De Croo,
Minister of Development
Cooperation

For OHCHR,



Zeid Ra'ad Al Hussein,
UN High Commissioner for
Human Rights