



FRAMEWORK ARRANGEMENT

BETWEEN

THE GOVERNMENT OF BELGIUM

AND

THE UNITED NATIONS POPULATION FUND

September 23 , 2016

Introduction

The Government of Belgium (hereinafter referred to as “the Government”) and the United Nations Population Fund (hereinafter referred to as “UNFPA”) (each referred to as “Participant” and both jointly referred to as “Participants”),

Considering that the Government, represented by the Minister of Development Cooperation, is committed to the implementation of Agenda 2030 for Sustainable Development;

Considering that the Government will focus on two main policy areas: sustainable, inclusive economic growth and the rights-based approach to development;

Considering that the Belgian Development Cooperation aims to concentrate on the least developed countries (LDCs) including countries in fragile situations and post-conflict countries, and that the Government is committed to spending at least 50% of its Official Development Assistance (ODA) on LDCs;¹

Considering that the Government supports the full implementation of the International Conference on Population and Development - Cairo Programme of Action - and the adequate follow-up of this action plan;

Considering that the Government supports the role of UNFPA in assisting countries to achieve the goals and objectives of the Cairo Programme of Action;

Considering the important role of UNFPA in supporting countries in the implementation of the “Agenda 2030 for sustainable development”;

Considering that the right to sexual and reproductive health is a priority for Belgium, and that the Government supports UNFPA in its mission of delivering a world where every pregnancy is wanted, every childbirth is safe and every young person’s potential is fulfilled;

Considering the Strategic Plan approved by the Executive Board of UNFPA for the years 2014-2017, and the thematic priorities it sets for UNFPA’s operations during that period;

Considering that UNFPA is a results based organization;

Whereas the Government and UNFPA have cooperated in the financing of activities of common interest and have the intention to continue their cooperation;

NOW, THEREFORE:

The Government and UNFPA have decided to enter into this Framework Arrangement (hereinafter referred to as “Arrangement”) in order to strengthen their relationship through a coherent framework for collaboration.

¹ The 14 partner countries of the Belgian Development Cooperation (currently Benin, Burkina Faso, Burundi, Guinea, Mali, Morocco, Mozambique, Niger, Palestine, Democratic Republic of Congo, Rwanda, Senegal, Tanzania, Uganda) include 12 LDCs.

The overall objective of the Arrangement is to support UNFPA in the realization of its activities, as described in the Strategic Plan 2014-2017 and subsequent Strategic Plans as will be approved by its Executive Board.

PARAGRAPH I

FORMS OF COLLABORATION

- 1.1. In matters concerning the implementation of this Arrangement, the Government will be represented by the Minister of Development Cooperation or his/her designate.
- 1.2. In matters concerning the implementation of this Arrangement, UNFPA will be represented by its Executive Director or his/her designate.
- 1.3. All communication from or to the Government regarding this Arrangement will be channelled through the Belgian Mission to the United Nations in New York.
- 1.4. Communications regarding specific contributions (mentioned hereafter under Paragraph IV) may be channelled through the Country Office of UNFPA and the Belgian Embassy in the country where the activities being co-financed take place.
- 1.5. With respect to its contributions to UNFPA:
 - 1.5.1 The Government is committed, within its financial means, to contribute yearly to UNFPA's regular resources (dealt with hereafter in Paragraph II).
 - 1.5.2 The Government will consider, as appropriate, supplementary funding of UNFPA programmes or thematic trust funds (dealt with hereafter in Paragraph III).
 - 1.5.3 In addition the Government will take into consideration funding of Junior Professional Officers (JPO) if so asked by UNFPA. The JPO Programme is covered by a separate arrangement.
- 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 approval of the overall annual budget.

PARAGRAPH II

CONTRIBUTIONS TO REGULAR RESOURCES

2.1. Regular resources are the basis of UNFPA's work. They guarantee universality, neutrality and independence of UNFPA and its programmes. In order to be able to work in a coherent and predictable way, it is essential for UNFPA to achieve a critical level of regular resources to accomplish its mission and to implement its Strategic Plan.

2.2. The Government will provide financial support to the regular resources of UNFPA (hereinafter “Regular Contribution”) on an annual basis. The Government will strive towards maintaining a predictable level of Regular Contributions. To the extent possible, the Government will commit itself to a multi-year funding framework. The Regular Contributions will be communicated through a “Letter of Intent”, signed by the Minister of Development Cooperation, or his/her designate. UNFPA will acknowledge receipt of the Letter of Intent.

2.3. Payment of the Regular Contribution for each respective year will be made at the beginning of each such calendar year in Euros after receipt of a payment request from UNFPA. Such a request may be made together with the acknowledgment referred to in paragraph 2.2. above. UNFPA will confirm receipt of the payments made.

2.4. The Government’s Regular Contributions will be attributed to and form part of UNFPA’s regular resources.

PARAGRAPH III

CONTRIBUTIONS TO OTHER RESOURCES /PROGRAMMES/ THEMATIC FUNDS

3.1. In addition to Regular Contributions, the Government may provide specific contributions towards UNFPA’s programmes, including humanitarian programmes, at the global, regional or country level or towards thematic funds (hereinafter “Specific Contribution”).

3.2. For each Specific Contribution, a specific financing agreement between the Government and UNFPA will be signed (each referred to herein as a “Specific Financing Agreement”). The Specific Contributions may come from different budget sources within the Belgian administration, as follows:

1. Specific Contributions to activities financed in the framework of delegated cooperation (funding provided at country level from the bilateral envelope of the Belgian Development Cooperation to a particular country);
2. Specific Contributions to activities financed from the multilateral or humanitarian budget.

3.3. The Government will transfer the Contributions, or any part thereof, by electronic funds transfer into the following UNFPA bank account, in Euros:

- (a) Bank name: ING Belgium SA
- (b) Bank address: 60 Cours Saint-Michel, 1040 Bruxelles, Belgium
- (c) Account title: UNFPA
- (d) Account Number: 301-0188056-54 EUR
- (e) IBAN code: BE 423010188056-54

3.4. The Government will inform UNFPA without delay after the Contribution, or any part thereof, has been transferred, via e-mail message with remittance information to: rmb@unfpa.org.

PARAGRAPH IV

MANAGEMENT OF REGULAR AND SPECIFIC CONTRIBUTIONS

- 4.1. Administration of funds. UNFPA will record receipt of all Regular and Specific Contributions (collectively, the “Contributions”) as income and will receive, administer, use, expend, account for and report on such Contributions, and conduct the activities financed therefrom, in accordance with its applicable regulations, rules, policies and procedures.
- 4.2. Timely delivery of activities. UNFPA 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, it being understood that Regular Contributions are commingled and untied as to any specific purpose.
- 4.4. Financial statements. All financial reports and statements of account will be expressed in United States Dollars (USD).
- 4.5. Acknowledgment of contribution. UNFPA will acknowledge receipt of all Contributions in writing, including the exchange rate applied to convert Euros into US Dollars.
- 4.6. Exchange rate.
- 4.6.1 In the case of a Regular Contribution, its value in United States Dollars will be determined by applying the United Nations operational rate of exchange in effect on the date of receipt by UNFPA of the Letter of Intent. However, should a different United Nations operational rate of exchange apply at the time of receipt of any payment relating to that Contribution, the value of the payment will be determined by applying the United Nations operational rate of exchange in effect on the date of receipt of payment by UNFPA.
- 4.6.2 In the case of a Specific Contribution to UNFPA, its equivalent value in United States Dollars will be determined by applying the United Nations operational rate of exchange in effect on the date of entry into force of the relevant Specific Financing Agreement. However, should a different United Nations operational rate of exchange apply at the time of receipt of any payment relating to that Contribution, the value of the payment will be determined by applying the United Nations operational rate of exchange in effect on the date of receipt of payment by UNFPA, and the amount of the Contribution available for the Programme will be adjusted accordingly to reflect the gain or loss arising therefrom.
- 4.7. Procurement. Procurement of goods and services will be carried out in accordance with the regulations, rules, policies and procedures of UNFPA.
- 4.8. Ownership. Ownership of equipment, supplies and other property financed from the Contributions will vest in UNFPA and such equipment, supplies and other property will be disposed of by UNFPA in accordance with its applicable regulations, rules, policies and procedures.

PARAGRAPH V

PROVISIONS FOR THE MANAGEMENT OF SPECIFIC CONTRIBUTIONS

5.1. Management of the Specific Contribution. All Specific Contributions received from the Government through Specific Financing Agreements will be received, administered, used, expended, accounted for and reported on as Other Resources in accordance with UNFPA's regulations, rules, policies and procedures.

5.2. Payment of the Specific Contribution. The Specific Contribution, or any part thereof as per the conditions as stipulated in the Specific Agreement, will be transferred after receipt by the Government of the countersigned Specific Agreement. Any subsequent instalments will be made according to the payment schedule specified in the Specific Agreement. Specific Contributions will be denominated and payments therefore made in Euros. Commencement and continuation of implementation of programme activities financed from such Specific Contributions by UNFPA will be subject to receipt of funds in advance of activities.

5.3. Information in the Specific Financing Agreement. The Specific Financing Agreements will specify: name of the programme, programme duration, contribution amount with annual allocations, schedule of payments, reporting obligations, evaluation arrangements, focal points for the programme and UNFPA bank account details.

5.4. Programme document. UNFPA will prepare and submit a summary of the programme activities to be financed from the Specific Contribution.

5.5. Implementation of the programme. The programme activities will be implemented according to work plans and in accordance with the terms of UNFPA's regulations, rules, policies and procedures

5.6. Direct and indirect costs of programme. All direct costs of the programme, including but not limited to all costs of any implementing partners, will be paid for by UNFPA from the Specific Contribution. The indirect costs of the programme will be included in and recovered by UNFPA from the Specific Contribution at such level as approved and from time to time revised by the UNFPA Executive Board, and included in the Specific Financing Agreement.

5.7. Payment schedules. In the event that the Specific Contribution is disbursed by the Government subject to a payment schedule as set out in the Specific Financing Agreement, the Participants agree that such schedule will be subject to the principle that payments must be received by UNFPA in advance of any implementation of Programme activities.

(a) The payment schedule may be amended as agreed between the Participants in writing, to ensure that it remains consistent with the progress of the Programme.

(b) If payments are not received in accordance with the payment schedule, UNFPA reserves the right to reduce, suspend or discontinue the Programme.

5.8. Any period of delay of the first payment relating to the Specific Contribution or, in the event that the Contribution is disbursed subject to a payment schedule as set out in the Specific

Financing Agreement, of any subsequent payment relating to the Contribution, will be added onto the period of duration of the Specific Financing Agreement.

5.9. Unforeseen circumstances relating to Specific Contributions. In the event of any unforeseen circumstances relating to, or having an effect on the value of, the Specific Contribution, including unforeseen increases in expenditures or commitments, inflationary factors or fluctuations in exchange rates, UNFPA may elect to seek further financing from the Government. Should further financing not be available or forthcoming from the Government, the Programme may be reduced by UNFPA. UNFPA will not be liable to make available such further financing.

5.10. Exchange of Information. UNFPA will promptly inform the Government of any condition, which interferes or threatens to interfere with the successful implementation of the programme financed through such Specific Contribution.

5.11. Accounting. UNFPA will establish separate accounting records for Specific Contributions.

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

5.13. Termination of the Specific Financing Agreement, and completion of programme activities being financed therefrom.

5.13.1 Termination of the Specific Financing Agreement.

(i) A Specific Financing Agreement may be terminated by UNFPA or by the Government after consultations between the Government and UNFPA, and provided that the funds from the Specific Contribution already received are, together with other funds available to the programme, sufficient to meet all commitments entered into and liabilities incurred in the implementation of the programme. The relevant Specific 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 a Specific Financing Agreement, UNFPA may use unutilized funds to satisfy all commitments entered into and liabilities incurred in the implementation of all or part of the programme and to bring programme activities to an orderly conclusion.

5.13.2 Completion of the Specific Financing Agreement.

(i) UNFPA will notify the Government when all activities relating to the programme have been completed.

(ii) Notwithstanding the completion of the programme, UNFPA may use unutilized funds from the Specific Contribution to satisfy all commitments entered into and liabilities incurred in the implementation of the programme activities and to bring the programme activities to an orderly conclusion.

(iii) If the unutilized funds prove insufficient to meet such commitments and liabilities, UNFPA will notify the Government and consult with the Government on the manner in which such commitments and liabilities may be satisfied.

5.13.3 Unspent balances

(i) Upon termination of the Specific Financing Agreement or completion of a programme financed by the bilateral budget lines of the Belgian Development Cooperation (see paragraph 3.2.1. above), any remaining unspent balance in excess of 5,000 (five thousand) US dollars that remain after the financial closing of the programme will be returned to the donor, unless otherwise agreed between UNFPA and the Government.

(ii) Any unspent balance up to 5,000 US dollars will be applied towards UNFPA's regular resources.

(iii) Upon termination of the Specific Financing Agreement or completion of a programme financed by the multilateral or humanitarian budget lines of the Belgian Development Cooperation (see paragraph 3.2.2., above), any funds that remain unexpended after all commitments and liabilities have been satisfied and the programme has been financially closed will be transferred as foreseen in the Specific Financing Agreement.

5.13.4 Interest

Any interest revenue attributable to the Specific Contributions provided by the Government under a Specific Financing Agreement will be retained by UNFPA and credited to UNFPA regular resources, as provided in UNFPA financial regulation 4.12.

PARAGRAPH VI

REPORTING, MONITORING AND EVALUATION, AUDIT AND ANTI-CORRUPTION

6.1. Management of programme.

Programme management and implementation will be governed by the regulations, rules, policies and procedures of UNFPA and, where applicable, the regulations, rules, policies and procedures of the implementing partner.

6.2. Reporting and monitoring.

6.2.1 Regular resources: Consistent with the decisions of its Executive Board, UNFPA will provide an annual report and regular financial reporting on the use of the regular resources, in the form of a Results-Oriented Annual Report (which will include information on the effectiveness, impact and sustainability of UNFPA's activities) and of an annual financial review.

Field visits. In accordance with the rules of the Executive Board of UNFPA, the Government may participate in joint field visits related to the activities of UNFPA, in consultation with UNFPA.

6.2.2 Specific Contributions to programmes: UNFPA will provide to the Government the following reports prepared in accordance with UNFPA accounting and reporting procedures:

- (a) One progress report comprising narrative and interim (uncertified) financial information within three months following the end of each calendar year;
- (b) One final progress report comprising narrative and interim (uncertified) financial information within six months following the date of operational completion of the programme or, in the event of termination of the Specific Financing Agreement, following such termination;
- (c) One annual financial statement certified by an authorized official of UNFPA (Division for Management Services) as of 31 December of the year in question, to be submitted no later than 30 June of the following year;
- (d) One final financial statement certified by an authorized official of UNFPA (Division for Management Services) to be submitted no later than 30 June following the year in which the programme was operationally completed.

6.3. Evaluation.

The evaluation of any programme will be subject to the provisions contained in the UNFPA Evaluation Policy as approved and from time to time revised by UNFPA's Executive Board.

6.4. Audit.

External and Internal Audit of UNFPA.

6.4.1 The Participants recall that UNFPA's financial books and records are routinely audited in accordance with the external and internal auditing procedures established in UNFPA's financial regulations. The Participants further recall that the external auditors of UNFPA, the United Nations Board of Auditors, are appointed by and report to the United Nations General Assembly, of which Belgium is a Member State. Accordingly, the Contribution will be subject to the provisions on external and internal audit provided for in UNFPA's financial regulations as well as its financial rules, policies and procedures.

Audit of Implementing Partners.

6.4.2 The part of any Contribution transferred by UNFPA to an implementing partner for activities towards the implementation of the programme will be audited as provided under UNFPA's financial regulations as well as its financial rules, policies and procedures. Such audits are performed by external audit professionals designated by UNFPA or by a government's supreme audit institution. It is understood that the external audit professionals may be either individual or corporate persons (such as an audit or accounting firm).

Disclosure of External Audit Reports.

- 6.4.3 Disclosure of audit reports prepared by the United Nations Board of Auditors on the audit of the financial statements of UNFPA:
- (a) The Participants recall that the reports on the audits of the financial statements of UNFPA by the United Nations Board of Auditors become public documents by reason of being transmitted through the Advisory Committee (*i.e.* the Advisory Committee on Administrative and Budgetary Questions, or “ACABQ”) to the United Nations General Assembly.
 - (b) The Participants take note that external audit reports of UNFPA are publicly disclosed by the United Nations Board of Auditors at <http://www.un.org/en/auditors/board/auditors-reports.shtml>, or at such other URL as the Board of Auditors may from time to time decide.

Disclosure of Internal Audit Reports.

- 6.4.4 The Participants recall that the Executive Board approves the UNFPA Oversight Policy which includes the definition of an internal audit report and regulates the disclosure of internal audit reports, including the limitations thereto. In accordance with the Policy, internal audit reports are publicly disclosed by the Director, Office of Audit and Investigation Services, UNFPA, subject to the limitations contained in the Policy, and subject to such further decisions that UNFPA’s Executive Board may from time to time adopt.
- 6.4.5 The Participants take note that internal audit reports are publicly disclosed by the Director, Office of Audit and Investigation Services, UNFPA, at <http://www.unfpa.org/audit-and-investigation>, or at such other URL as the Director, Office of Audit and Investigation Services, may from time to time decide.
- 6.4.6 The Participants take further note that a copy of each internal audit report is disclosed and transmitted by the Director, Office of Audit and Investigation Services, UNFPA, to the United Nations Board of Auditors.

Disclosure of Audit Reports concerning implementing partners.

- 6.4.7 Audit reports prepared by external audit professionals designated by UNFPA and audit reports prepared by a government’s supreme audit institution, on the activities of an implementing partner towards the implementation of a programme financed from a Specific Contribution, will be disclosed by UNFPA to the Government upon a written request submitted to that effect by the Government to UNFPA. Such written request will be in a standard UNFPA form and format as from time to time decided by UNFPA.
- 6.4.8 It is understood that disclosure as provided in paragraph 6.4.7 above will:
- (a) be contingent upon UNFPA having obtained written consent to such disclosure from the implementing partner;

- (b) not apply unless the aggregate value of the transfer of cash, supplies and equipment from UNFPA to the implementing partner, financed from all of the Government 's Specific Contributions to UNFPA during any calendar year, exceeds US\$100,000 (one hundred thousand United States dollars).

6.5. Proscribed Practices.

The Participants agree that it is important to take all necessary precautions to avoid corrupt, fraudulent, collusive, coercive, obstructive and unethical practices (collectively hereinafter "proscribed practices" and as defined in the UNFPA Oversight Policy as approved, and from time to time amended, by the UNFPA Executive Board). To this end, UNFPA will maintain standards of conduct that govern the performance of its staff, including the prohibition of proscribed 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, the UNFPA Financial Regulations and Rules, and the UNFPA Procurement Procedures, as well as of its vendors (for example, a legal person such as an implementing partner or a vendor, or an individual independent contractor such as a consultant). Allegations of proscribed practices will be subject to, and will be dealt with as provided in, the UNFPA Oversight Policy as approved and from time to time amended by the UNFPA Executive Board.

PARAGRAPH VII

CONSULTATIONS

7.1. **Bilateral Consultations.** The Government and UNFPA will hold biennial consultations to exchange views on policies and activities of UNFPA, especially in those areas of interest for policy dialogue as expressed in this Arrangement. As far as possible, the consultations will be held alternately at the headquarters of the organization and in Brussels. The regular consultations could 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) funded by the Government; (iii) the reporting and monitoring requirements; (iv) the accountability requirements and financial control issues; (v) general issues of potential concern to Belgian nationals in UNFPA (e.g. JPO, LEADs and regular staff); and (vi) UNFPA's collaboration with other United Nations agencies.

7.2. **Consultations in the field.** Participants will regularly share information on their respective country programmes in order to enhance coherence and cooperation. A focal point will be designed in UNFPA office in partner countries.

7.3. **Executive Board.** Belgium will aim to actively participate in the sessions of the Executive Board of UNFPA.

PARAGRAPH VIII
COMMUNICATIONS

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

For the Government :
Ambassador
Permanent Mission of Belgium to the
United Nations in New York

885 2nd Avenue 41st floor
New York, N.Y. 10017
USA

For UNFPA:
Chief,
Resource Mobilization Branch, United
Nations Population Fund

605 Third Avenue
New York, NY 10158
USA

PARAGRAPH IX
GENERAL PROVISIONS

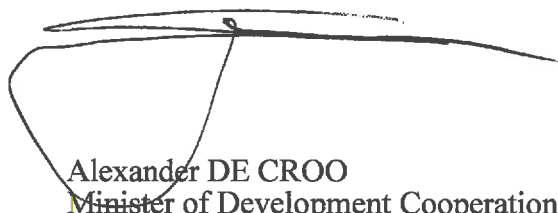
- 9.1. This Arrangement will become effective upon signature by the Participants.
- 9.2. This Arrangement may be amended by mutual written agreement of the Participants. This Arrangement will remain effective unless terminated by mutual agreement or one Participant giving to the other Participant three (3) months' written notice of termination.
- 9.3. The termination of this Arrangement will not have any effect on any contribution towards UNFPA's regular resources in which respect a Letter of Intent as provided under Paragraph II hereof has been received by UNFPA. Furthermore, the termination of this Arrangement will not have any effect on any Specific Financing Agreement that entered into force prior to the effective date of termination of this Arrangement. Rather, such Specific Financing Agreement will remain in full force and effect on the terms set out in that Specific Financing Agreement, unless it is terminated separately in accordance with Paragraph 5.10.1 hereof. For that purpose it is agreed that Paragraph 5.13.1 hereof will survive the termination of this Arrangement.

9.4. This Framework Arrangement does not constitute a Treaty. Any dispute, controversy or claim arising from or relating to the interpretation or application of this Arrangement or any breach thereof will be settled through negotiations between the Participants.

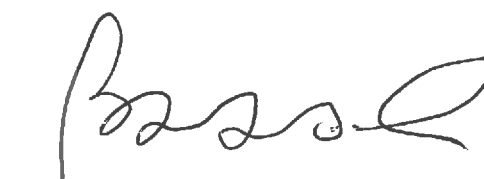
IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Framework Arrangement in three originals in the English language,

For the Government of Belgium

For the United Nations Population Fund



Alexander DE CROO
Minister of Development Cooperation



Dr. Babatunde OSOTIMEHIN
Executive Director

Place : New York

Place : New York

Date : 23 September 2016

Date : 23 September 2016