

CONTRIBUTION AGREEMENT
BETWEEN
THE UNITED NATIONS,
AS REPRESENTED BY THE UN DEVELOPMENT COORDINATION OFFICE
AND
THE GOVERNMENT OF BELGIUM,
AS REPRESENTED BY ITS FEDERAL PUBLIC SERVICE OF FOREIGN AFFAIRS, FOREIGN TRADE AND
DEVELOPMENT COOPERATION – DIRECTORATE GENERAL FOR DEVELOPMENT COOPERATION (DGD)

THIS AGREEMENT (“**Agreement**”) is entered by and between the United Nations, an international inter-governmental organization founded by its Member States pursuant to the Charter of the United Nations, signed in San Francisco on 26 June 1945, and having its Headquarters in New York, New York 10017, as represented by the United Nations Development Coordination Office (hereinafter the “**UN DCO**”), and the Government of Belgium, (hereinafter the “**Government**” or the “**Donor**”), with regards to a cash contribution to be donated by the Government to the United Nations for the purpose of the Repositioned UN Resident Coordinators System (hereinafter the “**RC System**” or the “**Recipient**”), as set out in General Assembly resolution A/RES/72/279. The United Nations and the Government are hereinafter collectively referred to as “**Parties**” and individually, as a “**Party**”.

ARTICLE I - Special Purpose Trust Fund (“Trust Fund”)

1.1 The United Nations shall account for all financial transactions made to the Trust Fund of the RC system, including revenue from all sources and all posts and non-post costs. The Trust Fund will account for activities derived from the mandate of the Repositioned RC System in accordance with its purpose as set forth in the terms of reference of the Trust Fund.

ARTICLE II – The Contribution

2.1 The Government shall contribute to the UN DCO the amount of maximum 4.000.000 EUR (four million EUR) EUR(hereinafter the “**Contribution**”). The Contribution will be used to support the costs incurred by the UN under the RC System.

2.2 The Government shall deposit the Contribution, which shall be applied to the costs of the RC System, in convertible currencies of unrestricted use, to the following Special Purpose Trust Fund (the “**Trust Fund**”).

Account Name:	United Nations General Trust Fund
Bank:	J.P. Morgan Chase, International Agencies Bank Group
Address:	4 New York Plaza, 15 th Floor New York, NY 10004
Account Number:	485-0019-69
ABA:	021-000-021
Swift Code:	CHASUS33
Reference for EFT:	Trust Fund for reinvigorated RC system (32DSA)

2.3 The Contribution covers the period 2022-2024 and will be paid in three installments. UN DCO will acknowledge receipt, in writing, of each payment received. The first instalment will be paid upon receipt of UN DCO's countersignature of this Agreement and upon receipt of a formal request for the payment of the Contribution stating UNDCO's bank account for the payment. The subsequent installments will be paid upon receipt of the annual reports relating to the previous year of implementation as stipulated in paragraphs 5.1 of this Agreement. The payment schedule is as follows:

First installment:	upon signature	1.500.000 EUR
Second installment:	before 31 st December 2023	1.500.000 EUR
Third installment:	before 31 st December 2024	1.000.000 EUR

2.4 The Trust Fund shall be administered by the United Nations in accordance with applicable United Nations regulations, rules, policies and procedures. The Contribution, which shall be deposited in the Trust Fund, shall be held in trust and shall be solely used for the purposes of the RC System as set out herein. Accordingly, any personnel that may be engaged, any equipment, supplies or services which may be purchased, and any contracts that may be entered using the Contribution shall be done in accordance with the provisions of such regulations, rules, policies and procedures.

2.5 The Contribution will be paid in euros. The United States dollars' value of the Contribution will be determined by applying the United Nations operational rate of exchange in effect of the date of entry into force of this Agreement. Should a different United Nations operational rate of exchange apply at the time of receipt of any payment relating to the Contribution, the value of payment will be determined by applying the United Nations operation rate of exchange in effect on the date of receipt of payment by UN DCO, and the amount of the Contribution available for the programme will be adjusted accordingly to reflect the gain or loss arising therefrom.

2.6 The Trust Fund shall be charged with expenditures incurred by the United Nations in the performance of the United Nations' activities in-connection with the RC System.

2.7 Nothing in this Agreement shall compel the Government to provide any funds in excess of the Contribution.

2.8 Remaining balances of the Contribution that are undisbursed and uncommitted at the time of completion of the United Nations' activities in connection with the RC system, or upon termination of this Agreement, and after all liabilities have been satisfied will be directed as follows:

- (i) amounts exceeding 5.000 USD (five thousand) will be reimbursed to the Belgian Treasury.
- (ii) amounts lower than or equal to 5.000 USD (five thousand) can, upon prior approval from the Government, be carried over to the following year[s] and used for a purpose mutually agreed upon consistent with the purpose of the Trust Fund and the United Nations regulations, rules, policies and procedures. Any interest revenue attributable to the Contribution provided by the Government under this Agreement will be used consistent with the purpose of the Trust Fund and the United Nations regulations, rules, policies and procedures. Under no circumstances will the Government be held responsible for the impact of negative interest.

2.9 All financial accounts and statements shall be expressed in United States dollars.

ARTICLE III - Evaluation, Monitoring, and Review

3.1 The evaluation of the RC System hereunder shall be subject to the provisions of the United Nations' evaluation policy as set out in the relevant Financial Regulations and Rules as well as its financial policies and procedures. The costs will be included in the budget and will constitute a direct cost to the RC System.

ARTICLE IV – Audit

4.1 The Contribution provided hereunder shall be subject exclusively to the provisions on external and internal audit provided for in the United Nations Financial Regulations and Rules as well as its financial policies and procedures.

4.2 External audit reports prepared by the United Nations Board of Auditors on the audit of the financial statements of the United Nations are available on its website at:
<http://www.un.org/en/auditors/board/auditors-reports.shtml>.

4.3 Internal audit reports shall be disclosed publicly, in accordance with General Assembly resolution 69/253.

4.4 Should such audit reports contain observations relevant to the Contribution, such information shall be made available to the Government.

ARTICLE V – Reporting

5.1 The United Nations shall justify the use of this Contribution by providing to the Government and other donors and contributing entities consolidated, standard calendar-year annual narrative and financial reports. Reports will be prepared in accordance with the United Nations Financial Regulations and Rules, policies, procedures, and administrative issuances as follows:

(i) narrative reporting shall take the form of the annual report to the ECOSCOC Operational Activities Segment.

(ii) financial reporting will take place through the annual financial report in US dollars and will be available within three months of the preceding calendar year.

ARTICLE VI – Property Ownership

6.1 Ownership of the equipment, supplies and other property financed from the Contribution will vest in the United Nations, and such equipment, supplies and other property will be disposed of by the United Nations in accordance with its applicable regulations, rules, policies and procedures.

6.2 The United Nations shall be entitled to all intellectual property and other proprietary rights with regards to any materials that will be developed using the Contribution.

ARTICLE VII – Prohibited Conduct, Misuse of Funds, and Sanctions

7.1 The Parties are firmly committed to take all necessary precautions to avoid and address sexual exploitation and abuse or sexual harassment (SEA/SHA), abuse of authority, corrupt, fraudulent, collusive, or coercive practices.

SEA/SH

7.2 The parties in this agreement have a zero tolerance for inaction approach to tackling sexual exploitation and abuse (SEA) and sexual harassment (SH) and agree to apply the final harmonized SEAH language of July 2021 as set forth in the Annex to this Agreement. (“Final harmonized SEAH language July 2021”).

Fraud & Corruption

7.3 With respect to allegations of misconduct including corrupt, fraudulent, collusive, or coercive practices, the United Nations shall take timely action as it determines to be appropriate. Where such action involves the conduct of an investigation, such investigation will be conducted by the United Nations, in accordance with its regulations, rules, policies and procedures, and the relevant resolutions or decisions of the General Assembly and in a manner consistent with its privileges and immunities. Where such action involves the conduct of an audit, the terms of Article III shall apply.

7.4 UN DCO shall, in accordance with its relevant regulations, rules, administrative issuances, policies and procedures, and to the extent it has been provided with relevant information, promptly inform the Government of the existence of allegations of corrupt, fraudulent, collusive, or coercive practices involving any activities funded in whole or in part under the Contribution, provided that such information does not jeopardize the proper conduct of the investigation, safety, security, privacy or the due process rights of the individuals involved.

7.5 UN DCO shall, to the extent it has been provided with relevant information, inform the Government of the progress and outcome of investigations into allegations of corrupt, fraudulent, collusive or coercive practices involving any activities funded in whole or part under the Contribution without undue delay, as well as information on the status of actions undertaken, including where relevant, details of any recovery of funds, to the extent that such information does not in the opinion of UN DCO, jeopardize any further action contemplated by the United Nations in relation to such allegations or compromise the safety, security, privacy and due process rights of any concerned persons.

7.6 Where an investigation has concluded that misconduct has occurred, the United Nations shall:

- (a) Use reasonable efforts to recover any part of the Contribution, which the United Nations has established on the basis of its investigation as having been lost as a result of prohibited conduct;
- (b) Give proper consideration to referring matters deemed appropriate by the United Nations to the appropriate Member State authorities, in-connection with subparagraph (a) of this Paragraph.

7.7 The United Nations declares that:

- (a) it is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism;
- (b) it will use reasonable efforts to ensure that it does not knowingly work with any individual, or entity appearing on the [New] Consolidated List of Entities and Individuals established and maintained by the United Nations Security Council's 1267 Committee (the "Security Council List");
- (c) where applicable, it will include in any subsequent funding arrangements, agreements or contracts using the RC System funds a clause requiring any party not to use the funding provided hereunder to benefit terrorism; and,
- (d) in the event that a party is not included in the Security Council List, but during the course of the implementation of the RC System is deemed by the Government to conduct terrorist activities, upon receipt of such a notice from the Government, it will consult with the Government to determine the appropriate course of action.

7.8 The Parties agree to take all necessary precautions to avoid conflicts of interest and corrupt practices. To this end, the United Nations shall maintain standards of conduct that govern the performance of its staff, including the prohibition of conflicts of interest and 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, the United Nations Financial Regulations and Rules, and the United Nations' procurement procedures.7.9 Any information or documentation provided in accordance with these provisions will be treated by the Government with utmost discretion in order to ensure, inter alia, the probity of any investigation, protect sensitive information, ensure the safety and security of persons and respect the due process rights of all involved. The Government will presume information or documentation to be confidential, deliberative, and investigatory and will ensure that information or documentation provided to the Government will be available solely to those who strictly require access to such information or documentation. Any disclosure of such information or documentation beyond such personnel will require written notification and consultation with the UN DCO. The Government will obtain the express written authorization of UN DCO before disclosing any such information or documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law applicable to the Government and is not subject to the United Nations' privileges and immunities under international and/or national law (such as information/documentation constituting UN archives).

ARTICLE VIII– Dispute resolution

8.1 The Parties shall use their best efforts to discuss and resolve amicably by negotiation in a spirit of cooperation their differences or any claims or disputes arising from the application and implementation of this Agreement.

ARTICLE IX – Privileges and Immunities

9.1 Nothing in or relating to the provisions of any Article in this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

ARTICLE X – Publicity

10.1 The United Nations shall provide appropriate acknowledgement of the Government's Contribution provided under this Agreement.

10.2 Any further public statement regarding this Agreement or the activities carried out thereunder will be agreed upon by the Parties in writing prior to its publication or dissemination.

10.3 The Government shall not issue any press releases or other public statements including the United Nations name and emblem without the prior written approval of the United Nations.

ARTICLE XI – Notices

11.1 Any notice, action or request required or permitted to be given or made in this Agreement shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable or facsimile to the Party to which it is required to be given or made, at such Party's address specified below or at such other address as the Party shall have specified in writing to the Party giving such notice or making such request:

For the United Nations:

Mr. Bakhodir Burkhanov
Chief, RC System Business Management Branch
United Nations Development Coordination Office (UNDCO)
UN Secretariat – 25th floor • New York • NY 10017
Phone: +1 212 906 6906 • Mobile: +1 917 226 1964

For THE GOVERNMENT:

Permanent Mission of Belgium to the UN
885 2nd Avenue 41st floor
New York, NY 10017, USA
Email contact person for this file: filip.demaesschalck@diplobel.fed.be

and

Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation, Directorate
General for Development Cooperation
Karmelietenstraat 15, 1000 Brussels, Belgium
Email contact person for this file: raphael.mathy@diplobel.fed.be

ARTICLE XII – Amendment, Termination, Entry into Force

12.1 This Agreement may only be amended by written agreement between the duly authorized representatives of the Parties, as set out in Article XI.

12.2 This Agreement may be terminated by either Party by written notice to the other Party and shall terminate sixty (60) days after receipt of such notice. The obligations assumed by Parties under this Agreement shall survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties hereto and the settlement of contractual liabilities that are required in respect of any subcontractors, consultants or suppliers.

12.3 This Agreement shall become effective on the date on which it has been signed by both parties thereto.

IN WITNESS WHEREOF, this Agreement has been executed by authorized representatives of the Parties on the date(s) set forth below.

For THE UNITED NATIONS

Name: Mr. Oscar Fernandez-Taranco

Title: Assistant Secretary-General a.i.
Head of UN DCO

Date 22 November 2022

Signature: 

**For THE GOVERNMENT
OF BELGIUM**

Name: Frank Vandembroucke

Title: Deputy Prime Minister and Minister
of Social Affairs and Public Health,
in charge of Development Cooperation
and Major Cities Policy

Date: 

Signature: 