

Agreement
between
THE UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT
OF WOMEN (“UN Women”);
and
[THE GOVERNMENT OF BELGIUM] (“the Donor”)
(Both separately and jointly the “Party” or the “Parties”)

WHEREAS the Donor, acting through its Directorate-General for Development Cooperation hereby agrees to contribute funds to UN Women for the implementation of the “[AFRICAN GIRLS CAN CODE INITIATIVE]” in [BURUNDI, TANZANIA, MALI, MOZAMBIQUE, AND NIGER] (the “Project”), as described in the approved UN Women Project Document, [CLOSING THE DIGITAL GENDER IN AFRICA: Equipping Young Girls with Digital Literacy, CODING and Personal Development Skills – Phase III AGCCI] as attached as Annex A to this Agreement (“the Project Document”);

WHEREAS the Government of Belgium and UN Women signed a Framework Agreement on 20 September 2016 (hereinafter the “Framework Arrangement”). The provisions applicable to earmarked contributions to programmes/projects of the Framework Arrangement and the specific conditions set forth below apply to the present Terms and Conditions of the Contribution.

WHEREAS UN Women is prepared to receive and administer the Contribution for the implementation of the Project;

WHEREAS UN Women shall directly implement the Project or designate an implementing partner to implement the Project;

NOW THEREFORE, UN Women and the Donor hereby agree as follows:

Article I. Agreement Documents

1. This document, together with the Annexes attached hereto, all of which are incorporated herein and made part hereof, constitute the entire agreement between UN Women and the Donor in relation to the Contribution (“Agreement”) and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.
2. The documents comprising this Agreement are complementary of one another, but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply:

- (a) First, this document;
 - (b) Second, Annex A: the project document and its annex;
 - (c) Third, the Final harmonized SEAH language adopted across the UN system and donors on 27 July 2021”
3. Pursuant to paragraph 10(a) of United Nations General Assembly Resolution A/RES/72/279 (31 May 2018), the Donor agrees that an amount corresponding to 1% of the Contribution to UN Women shall be paid to finance the United Nations Resident Coordination System. This amount, hereinafter referred to as the “Coordination Levy” will be held in trust by UN Women until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund, which has been established to finance the United Nations Resident Coordinator System and is managed by the United Nations Secretariat.

The Donor acknowledges that once the Coordination Levy has been transferred by UN Women to the United Nations Secretariat, UN Women is not responsible for the use of the Coordination Levy and does not assume any liability. The fiduciary responsibility lies with the United Nations Secretariat as the manager of the Resident Coordinator system.

The Coordination Levy is additional to and does not form part of the Contribution, which includes UN Women’s cost recovery and is additional to the costs of UN Women to implement the activity or activities covered by the Contribution. UN Women shall not absorb the amount of the Coordination Levy or fund the Coordination Levy from the Contribution or its other resources. Accordingly, there is no requirement for United Nations Secretariat to refund the Coordination Levy, in part or in full, even where the activities covered by the Contribution are not carried out in full by UN Women. As deemed necessary by the Donor however, specially where the scale of the resources concerned or reputational risk justify the refund transaction costs, the Donor can submit a request for refund to the United Nations Secretariat to the United Nations Development Coordination Office. The responsibility to refund the levy lies with the Secretariat, and not with UN Women.

The Coordination Levy for this Agreement is **15,000 euros** (fifteen thousand seven hundred and seventy-one euros). The payment schedule referenced under Article II.1 provides the breakdown of the disbursements of the coordination levy and the payments of the contribution. This amount will be transferred to UN Women at the bank account below within [30] days of signing this Agreement.

Article II. Effective Date. Term of Agreement

1. This Agreement shall take effect on the date both Parties have signed this Agreement, or if the Parties have signed it on different dates, the date of the latest signature (the “Effective Date”).

2. This Agreement shall remain in effect from the Effective Date until the delivery of the final certified financial statement as provided under Article V, unless earlier terminated in accordance with the terms of this Agreement.

Article III. The Contribution

1. The Donor shall, in accordance with the schedule of payments set out below, contribute to UN Women the amount of 1,500,000 Euros (one million two hundred thousand euros) (“the Contribution”), including the Coordination Levy of 15,000 euros to be paid as part of the first installment. The Contribution and if applicable, the Coordination Levy, shall be deposited in the following bank account:

Bank Name: Bank of America N.A.
 Address: 5 Canada Square, London, E14 5AQ, United Kingdom
 Account Name: UNDP-UNW (EUR)
 Account Number: 62722056
 SWIFT Code: BOFAGB22
 Wire Routing Number: GB14 BOFA 1650 5062 7220 56
 Reference: [INSERT]

<u>Schedule of payments</u>	<u>Amount</u>
First installment upon signature of agreement	1.000,000 euros (includes the coordination levy of 15,000 euros)
Second installment before 31 st December 2024	500,000 euros

The Contribution will be paid in 2 installments.

- The first installment will be paid upon receipt of UN Women’s countersignature of this Specific Agreement and upon receipt of a formal request for the payment of the contribution stating UNDP’s bank account for the payment.
 - The subsequent installments will be paid upon submission by UN Women of a formal payment request and on the condition that a status report of project progress and a financial statement proving that at least 70% of the previous installment has effectively been spent.
2. The Donor will inform UN Women when the Contribution and the Coordination Levy is paid via an e-mail message with remittance information to UN Women Headquarters Finance, to finance.donoragreements@unwomen.org.
 3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of implementation of the Project activities. It may be amended in accordance with Article XVIII below to be consistent with the progress of Project delivery.

4. If the currency of the Contribution and the Coordination Levy, is not United States Dollars (USD), the value of the payment shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by UN Women of the payment, the value of the balance of funds still held at that time will be adjusted accordingly.
5. UN Women shall receive and administer the Contribution and carry out the activities for which it is responsible under this Agreement in accordance with its regulations, rules, policies and procedures.
6. All financial accounts and statements shall be expressed in USD.

Article IV. Utilization of the Contribution

1. The implementation of the responsibilities of UN Women pursuant to this Agreement and the Project Document shall be dependent on receipt by UN Women of the Contribution in accordance with the schedule of payment as set out in Article III, paragraph 1.
2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UN Women shall submit to the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary. The Donor shall use its best endeavors to obtain the additional funds required.
3. If the payments referred to in Article III, paragraph 1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with Article IV, paragraph 2 above is not forthcoming from the Donor or other sources, the assistance to be provided to the Project under this Agreement may be reduced, suspended or terminated by UN Women in accordance with its regulations, rules, procedures and policies.
4. Any interest income attributable to the Contribution shall be utilized in accordance with the regulations, rules, procedures and policies of UN Women.

Article V. Administration and Reporting

1. UN Women shall provide to the Donor the following reports prepared in accordance with UN Women's standard procedures and formats:
 - (a) for Project of for more than one year:

- (i) An annual status report of Project progress and the latest available approved budget, to be submitted within six (6) months after each annual reporting period;
 - (ii) An annual certified financial statement as of 31 December, to be submitted by 30 June of the following year;
 - (iii) A final report summarizing Project activities and the results of those activities as well as provisional financial data, to be submitted within six (6) months of the date of operational completion or termination of the Project as defined in Article XIV, paragraph 1 below; and
 - (iv) A final certified financial statement, to be submitted by 30 June of the year following the financial completion of the Project as defined in Article XIV, paragraph 3 below.
- (b) Following the submission of the final certified financial statement, any unspent balance above one thousand (1,000) USD shall be returned to the Donor unless otherwise agreed in writing by the Parties. If there are multiple donors contributing to the Project, any refund of the remaining amounts shall be in amounts proportionate to each donor's individual contribution.

Article VI. Administrative and Support Services

The Contribution shall be subject to a cost recovery fee of 8% for general management support costs, in accordance with UN Women's cost recovery policy approved by its Executive Board and in force at the time of signature of the present Agreement. Furthermore, as long as they are unequivocally linked to the Project, all direct costs of implementation, including the costs of any implementing partner for the Project, will be identified in the Project budget and borne by the Project accordingly.

Article VII. Monitoring

Monitoring of the Project will be undertaken in accordance with the Project Document. The Parties will hold consultations at least annually, as appropriate, to review the status of the Project. In addition, the Parties shall discuss any substantive revisions to the Project and promptly inform each other about any significant circumstances and major risks, which interfere or threaten to interfere with the successful achievements of the results outlined in the Project Document, financed in full or in part through the Contribution.

UN Women will subject to considerations of safety and security permit representatives of the Government of Belgium to visit any part of the Project for purposes related to the use of the specific contribution, the costs of which shall be borne by the Donor. UN Women will upon request assist in providing relevant information within the limits of its regulations, rules, policies and procedures.

Article VIII. Evaluation

UN Women will carry out the evaluation function in accordance with the paragraph 6.3 of the Framework Agreement.

Any evaluation of the Project shall be in accordance with the UN Women Evaluation Policy and UN Evaluation Group norms and standards and shall be carried out by external independent evaluators. UN Women shall be responsible for commissioning, planning and managing the evaluation. The evaluation report will be posted on the website designated by UN Women.

Article IX. Ownership of Equipment, Supplies and Intellectual Property

1. Ownership of equipment and supplies procured using the Contribution under this Agreement will be determined in accordance with UN Women's regulations, rules, policies and procedures, including any agreement with the relevant host government if applicable, and shall be the subject of separate agreement.
2. UN Women shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents or other materials developed under this Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the implementation of this Agreement ("IP Rights"). UN Women shall treat such IP Rights in accordance with UN Women's regulations, rules, policies and procedures, as well as in accordance with the relevant provisions of any basic assistance agreement concluded between UN Women and the host government concerned.

Article X. Auditing

The Contribution shall be subject exclusively to the internal and external auditing procedures in accordance with the regulations, rules, policies and procedures of UN Women. Disclosure of audit reports is regulated by the audit disclosure practice of UN Women.

Should the annual Audit Report of the UN Board of Auditors to its governing body contain observations relevant to the Contribution, such information shall be made available to the Donor by the country office. If the referenced internal and/or external auditor's Audit Report should include observations about the way the Contribution is used, UN Women commits to inform the Donor and to update the Donor of its answer and potential actions to correct the situation where appropriate and in line with its financial regulations, rules and procedures.

Article XI. Recognition

Subject to its regulations, rules, policies and procedures, UN Women shall take appropriate measures to publicize the Project. Information given to the press, to the beneficiaries of the Project, all related

publicity material, official notices, reports and publications, will highlight the results achieved and acknowledge the role of the host government if applicable, the Donor, and any other relevant entities.

Article XII. Use of Name, Abbreviation or Logo

1. The Donor acknowledges that it is familiar with UN Women's ideals and objectives and recognizes that UN Women's name, abbreviation or logo may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UN Women. Any use by the Donor of the UN Women name or logo is subject to consultations between the Parties and the prior written agreement of UN Women.
2. In addition, if the Donor is a non-governmental organization or a private entity, in no event will authorization to use the UN Women name, abbreviation or logo be granted for commercial purposes, and the Donor shall not represent, directly or indirectly, that the Donor's activities, products or services have been approved or endorsed by UN Women.

Article XIII. Confidentiality, Disclosure and Transparency

1. It is understood and agreed that all external and internal information with respect to this Agreement, except for information explicitly categorized by either Party as confidential and without limitation to Article X, is subject exclusively to the disclosure and transparency requirements of UN Women in accordance with its regulations, rules, policies and procedures as well as the International Aid Transparency Initiative.
2. The Parties agree that the documents provided or generated in connection with this Agreement may be made available to the public only after both Parties have granted their written consent to such disclosure.

Article XIV. Completion or Termination of the Project

1. The Project shall be considered operationally completed when all operational activity connected with the Project has been completed or ceased. UN Women shall notify the Donor when it considers that the Project has been operationally completed or when the Project has been terminated.
2. Notwithstanding the operational completion or termination of the Project, UN Women shall continue to hold the unutilized payments until all commitments and liabilities incurred in the implementation of the Project have been satisfied and Project activities brought to an orderly conclusion. If the unutilized payments prove insufficient to meet such commitments and

liabilities, UN Women shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.

3. The Project, when it has been operationally completed, or terminated, and all financial transactions have been recorded and the project accounts closed, shall be considered financially completed. The financial completion of the Project shall be accomplished within twelve (12) months after the month in which it is operationally completed or terminated.

Article XV. Termination of the Agreement

1. After consultations have taken place between the Donor and UN Women and provided that the payments already received are, together with other funds available to the Project, sufficient to meet all commitments and liabilities incurred in the implementation of the Project, either Party may terminate the Agreement in whole or in part, upon thirty (30) days' notice in writing, to the other Party.
2. Notwithstanding termination of all or part of this Agreement, UN Women shall continue to hold unutilized payments until all commitments and liabilities incurred in the implementation of all or the part of the Project, for which this Agreement has been terminated, have been satisfied and Project activities brought to an orderly conclusion.

Article XVI. Anti-terrorism

Consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, UN Women is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, UN Women recognizes its obligation to comply with any applicable sanctions imposed by the UN Security Council. UN Women will use all reasonable efforts to ensure that the Contribution is not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime. If, during the term of this Agreement, UN Women determines that there are credible allegations that the Contribution has been used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime it will as soon as it becomes aware of it inform the Donor and, in consultation with the Donor as appropriate, determine an appropriate response.

Article XVII. Prevention of Corruption and Fraud

1. Both the Donor and UN Women are firmly committed to preventing and detecting fraudulent and corrupt practices. Consistent with the Charter of the United Nations, the Standards of Conduct for the International Civil Service, the United Nations Staff Rules and Regulations, and UN Women's Financial Rules and Regulations, UN Women will use reasonable efforts to ensure

that the utilization of the Contribution conforms to the highest standard of ethical conduct and that every part of the organization, as well as all individuals acting on behalf of UN Women, observe the highest standard of ethics and integrity.

2. UN Women personnel and third parties engaged by UN Women, in accordance with UN Women's regulations, rules, policies and procedures, and contractual arrangements, are required to report any allegations of fraud and corruption to the Investigations Division of the Office of Internal Oversight Services of the United Nations (OIOS), the body mandated by UN Women to provide independent and objective investigation services.
3. If at any stage, OIOS informs UN Women of an investigation into allegations of fraud and corruption that are identifiable as allegations relating to any activities funded in whole or in part with a Contribution made under this Agreement, UN Women will give notification on a confidential basis to the Donor to the extent that such notification is consistent with UN Women's regulations, rules, policies and procedures.
4. The Parties acknowledge that information relating to allegations of fraud and other misconduct, subsequent investigations and post-investigation actions are to be treated confidentially and with utmost discretion in order to ensure inter alia the probity and confidentiality of any investigation, to maximize the prospect of recovery of funds, to ensure the safety and security of persons or assets, and to respect the due process rights of all involved.
5. The Parties further acknowledge that consideration of disclosure to the Donor by UN Women shall be governed by these principles, and that during the investigative process UN Women is reliant upon information that is provided to it by OIOS, and that OIOS will determine what information it is appropriate to share with UN Women in accordance with its own regulations, rules, policies and procedures.
6. Following the conclusion of any investigation which identifies fraud or corruption involving any activities funded in whole or in part with a Contribution made under this Agreement, UN Women will:
 - (a) Use reasonable efforts to recover any part of the Contribution, which OIOS has established as being diverted through fraud or corruption;
 - (b) As required by the Donor, and following consultations between the Parties, reimburse to the Donor any part of the Contribution which UN Women has recovered further to sub-section (a) above, or credit it to a mutually agreed activity; and
 - (c) In consultation with the UN Office of Legal Affairs, give proper consideration to referring credible allegations to the appropriate authorities of the Member State against whose nationals such allegations are made and to the provisions of General Assembly resolution 62/63.

7. Any information provided to the Donor in relation to any matters arising under this Article shall be treated by the Donor as strictly confidential, subject to any requirement imposed by law or as required (as reasonably determined by the Donor) in relation to an investigation of the Donor, in which case the Donor will consult with UN Women prior to the publication or release of information regarded as confidential and use all reasonable efforts to ensure such disclosures are kept confidential by the recipient.
8. Any action further to the above paragraphs shall be consistent with UN Women's regulations, rules, policies and procedures and promptly notified to the Donor.

Article XVIII. Amendment of the Agreement

The present Agreement and any Annexes thereto may be amended only by written agreement between the Parties, which shall form an integral part of this Agreement.

Article XIX. Settlement of Disputes

1. Any dispute between the Parties arising out of or relating to this Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator, who shall be the chairperson. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen (15) days of the appointment of the two arbitrators the third arbitrator has not been appointed, either party may request the President of the International Court of Justice to appoint the arbitrator referred to. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article XX. Privileges and Immunities

Nothing in or relating to 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 XXI. Notices

1. Except as otherwise specified in this Agreement, all notices and other communications between the Parties required or contemplated under this Agreement shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) email, transmitted to the

Party for whom such notice or communication is intended, at the address or email shown below, or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Agreement:

(a) To the Donor:

Embassy of Belgium in Ethiopia
Address: Comoros Street, Yeka Kifle-Ketema
Woreda 05 Addis Ababa
Email contact person for this file: jean-francois.parmenier@diplobel.fed.be

and

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

(b) To UN Women:

Address: Meskel flower, House No. 220, Gabon Street, UNDO/RSC
Attn : Maxime Houinato, Regional Director, Nairobi-Kenya

2. Notices and other communications required or contemplated by this Agreement delivered by mail or recognized overnight delivery service shall be effective on the date they are officially recorded by the postal or delivery service as delivered to (or refused by) the intended recipient by return receipt or equivalent. Such notices and other communications delivered by e-mail shall be deemed to have been delivered to and received by the addressee, and shall be effective, on the date indicated on the e-mail confirmation. Such notices and other communications delivered in person shall be effective on the date of actual receipt.

Article XXII. Miscellaneous

1. No terms or provisions of this Agreement shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Agreement shall constitute a consent to, or excuse or waiver of, any other subsequent breach.
2. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
3. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement for any purpose whatsoever.

4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.
5. The parties in this agreement agree to comply to the “Final harmonized SEAH language July 2021” in Annex B.
6. Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.
7. This Agreement and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. No other person shall be a third party beneficiary hereof or have or be entitled to assert rights or benefits hereunder.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

For the Donor:

Name: **Caroline Gennez**

Signature:



Title: Minister of Development
Cooperation and Major Cities Policy
Brussels, Belgium

Date:

For UN Women:

Name: **Maxime Houinato**

Signature:

Title: Regional Director

Date: