



Belgium
partner in development



**United Nations
Human Rights**

OFFICE OF THE HIGH COMMISSIONER FOR HUMAN RIGHTS

**Funding Agreement
Between
the Government of Belgium,
represented by its Federal Public Service of Foreign Affairs, Foreign Trade and
Development Cooperation – Directorate General for Development
Cooperation (DGD)
and
the Office of the United Nations High Commissioner for Human Rights**

Whereas the Government of Belgium (hereafter referred to as the Donor) and the Office of the United Nations High Commissioner for Human Rights (hereafter referred to as "OHCHR") signed a Framework Arrangement on 23 September 2016 setting out their intentions to cooperate closely in the form of a partnership for development,

Whereas, in line with the Framework Arrangement, the Donor hereby agrees to provide a specific financial contribution in support of OHCHR's activities in Guinea for the period 2021-2023.

The Donor and OHCHR agree as follows:

Scope and objectives

1. The present Agreement sets out the terms and procedures for the Donor's contribution to OHCHR for 2021-2023, to be made available to OHCHR in 3 instalments, in support of the project "**Support to the Human Rights Office in Guinea**".
2. The goal of this Agreement is to achieve OHCHR's overarching objective to support, protect and promote the effective enjoyment of all human rights.

The objectives of OHCHR are enhanced protection of human rights for all, including as stated in the OHCHR Management Plan 2018-2021 and its forthcoming extension 2022-2023:

- Accountability: strengthening rule of law and accountability for human rights violations;
- Non-discrimination: enhancing equality and countering discrimination
- Human rights in Peace and Security: early warning and protection of human rights in situations of conflict, violence and insecurity;
- Participation: enhancing and protecting civic space and people's participation;

- Human rights in Development: integrating human rights in sustainable development;
- The international human rights mechanisms: increasing implementation of the international human rights mechanisms' outcomes.

Administration of the contribution

3. Subject to annual parliamentary approval, the Donor shall place at the disposal of OHCHR a total amount not exceeding EUR 1,125,000.
4. The contribution shall be used towards the financing of the costs of OHCHR activities for 2021-2023 in accordance with the OHCHR Management Plan 2018-2021 and its extension 2022-2023.
5. The contribution is earmarked to support the project "*Support to the Human Rights Office in Guinea*" as presented in the global funding proposal submitted to the Donor in November 2021, annexed to this agreement.
6. The contribution shall be paid by the Donor in 3 instalments. The first instalment of EUR 500,000 will be transferred to the below bank account upon signature of the present agreement by both Parties and upon receipt of a formal request for payment. The second instalment of EUR 375,000 will be transferred upon receipt of a formal request for payment and subject to receipt of the UN Human Rights Report 2021 by 30 June 2022 (as per article 13 below). The third instalment of EUR 250,000 will be transferred upon receipt of a formal request for payment and subject to receipt of the UN Human Rights Report 2022 by 30 June 2023 (as per article 13 below).
7. Disbursement will be made in EUR into the following bank account:

<i>Account name:</i>	<i>United Nations (CHUB7)</i>
<i>Account N°:</i>	<i>240-FP100381.0</i>
<i>IBAN:</i>	<i>CH85 0024 0240 FP10 0381 0</i>
<i>Bank N°:</i>	<i>240</i>
<i>Bank Swift code:</i>	<i>UBSW CH ZH 80A</i>
<i>Bank name:</i>	<i>UBS AG</i>
<i>Bank address:</i>	<i>Rue du Rhône 8, CH-1211 Geneva 2, Switzerland</i>
<i>Details of payment:</i>	<i>OHCHR</i>

OHCHR will acknowledge in writing to the Donor the receipt of the funds by transmitting the Official Receipt issued by the Treasury of the United Nations Office at Geneva (UNOG).

8. The contribution provided in accordance with this Agreement and the activities financed therefrom shall be administered in accordance with the applicable United Nations regulations, rules and policies, including United Nations Financial and Staff Regulations and Rules. OHCHR will keep accurate and separate records and accounts for the implementation of the financed activities in United States dollars.

9. In accordance with the United Nations Financial Regulations and Rules, thirteen percent (13%) of the total disbursement of the funds will be applied to programme support.
10. Any interest income accrued from temporary credit balances of funds and/or funds remaining due to fluctuations in the exchange rate shall be used in accordance with the purposes outlined in paragraph 5 of this Agreement and with the United Nations Financial Regulations and Rules.
11. OHCHR undertakes to incorporate a gender perspective into its activities. The relevance of OHCHR's work to the implementation of Security Council Resolutions on women, peace and security is particularly important.
12. The Government and OHCHR have a zero tolerance for inaction approach to tackling sexual exploitation and abuse ("SEA")¹. This means OHCHR and its implementing partners will take all reasonable steps to prevent SEA by both its employees and any implementing partner and respond appropriately when reports of SEA arise, in accordance with their regulations, rules, policies and procedures².

Reporting requirements

13. OHCHR shall submit to the Donor no later than 30 June of the following year, a copy of the yearly UN Human Rights Report, showing in particular all revenues by source and total expenditures for activities implemented during the year. The Report shall provide information on expected accomplishments, results, challenges encountered and lessons learned in accordance with the format used in OHCHR's annual reports, including with regard to the Office in Guinea.

Monitoring

14. OHCHR is responsible for monitoring progress and performance of the project and the achievement of its expected outputs and outcomes, as measured by the project's Results Framework.
15. The process of reviewing the progress of implementation of the project will be aligned with OHCHR's review process. OHCHR and the Donor will maintain a close dialogue, both at field and headquarters levels, regarding the support and the implementation of the project.

Amendments

16. The present Agreement may be amended with the consent by both Parties through an exchange of letters between the Donor and OHCHR. The letters exchanged to this effect shall become an integral part of the Agreement.

¹ See UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse.

² For more details see the final harmonized SEAH language agreed with OLA in July 2021.

Auditing

17. Review of financial documentation and records is governed by the United Nations Financial Regulations and Rules. Contributions are subject exclusively to internal and external audit set forth in the United Nations Financial Regulations and Rules (i.e. the United Nations Office of Internal Oversight Services for internal audits and the United Nations Board of Auditors for external ones). Only the General Assembly and the Advisory Committee on Administrative and Budgetary Questions (ACABQ) can direct or request an audit to be conducted. Upon request, OHCHR shall provide the Donor with information should a management letter of the UN Board of Auditors contain observations related to a contribution.

Entry into Force, expiry and termination

18. The present Agreement shall come into force on the date of its signature by both Parties and shall expire as soon as all mutual obligations are fulfilled.
19. The Donor may at any time, in good faith, reduce the contribution by: (i) withholding payments that have not yet been made, or (ii) requesting the unencumbered balance, if any, of payments already made, should the Donor decide to discontinue its support. In case of termination or reduction of funding, the Donor should give reasonable notice prior to such termination or reduction. Upon receipt of such notice, the United Nations shall not incur any new financial commitments unless agreed upon by the Donor.

Privileges and Immunities

20. Nothing in this Agreement shall be deemed a waiver, expressly or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Default and Dispute

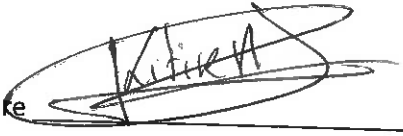
21. OHCHR and the Donor shall seek to settle amicably through direct negotiations any differences or disputes arising from or relating to the implementation of this Agreement.
22. Disputes between OHCHR and the Donor concerning the interpretation or application of this Agreement which are not settled 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, who shall be the Chairman. If within thirty days of the request for arbitration either party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either party may request the President of the International Court of Justice to appoint an arbitrator. 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.

Signed in two copies,

For the Government of Belgium

For OHCHR

Signature



Signature _____

Ms Meryame Kitir

Ms Michelle Bachelet

Minister of Development Cooperation
and Major Cities Policy

High Commissioner for Human Rights

Date : Brussels, **06 DEC. 2021**

Date: Geneva,

Annex : IASC Six Core Principles Relating to Sexual Exploitation and Abuse