

SPECIFIC 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 United Nations Children’s Fund, UNICEF

Hereinafter referred to as the “Parties”

1. Accordance with the Framework Arrangement

1.1 The provisions applicable to earmarked contributions to programmes/projects of the Framework Arrangement signed between UNICEF and the Government of Belgium on September 23rd, 2016 (hereinafter the “Framework Arrangement”), apply to the present Terms and Conditions of the Contribution. The Framework Arrangement and the specific conditions set forth below apply to this contribution.

2. The contribution

2.1 The Government of Belgium will make available an amount of maximum **3.803.087 EUR (three million eight hundred three thousand eighty-seven EUR)** for the implementation of UNICEF’s programme ‘**Urban Safety nets with linkages to basic services and economic production**’ hereinafter referred to as the “Contribution”.

2.2 UNICEF’s project proposal ‘**Urban Safety nets with linkages to basic services and economic production**’ and the annexes as submitted to the Belgian Embassy in the DRC, are an integral part of this specific agreement for the award and use of the Contribution.

3. Payment conditions

3.1 The payment of the Contribution will be transferred into UNICEF’s bank account:

Bank : Commerzbank AG
Business Banking
Kaiserstrasse 30
D-60311 Frankfurt am Main
Germany

Account : UNICEF NY Cashiers
Account number : 9785 255 01
Code SWIFT : COBADEFFXXX
IBAN : DE84 5008 0000 0978 5255 01

3.2 The Contribution will be paid in three installments. The first instalment will be paid upon receipt of UNICEF's countersignature of this Specific Agreement and upon receipt of a formal request for the payment of the contribution stating UNICEF's bank account for the payment as mentioned under 3.1. The subsequent installments will be paid upon receipt of the annual reports relating to the previous year of implementation of the project as stipulated in paragraphs 5.1 of this Specific Agreement. The payment schedule is as follows

August 2021	2 021 052 EUR
October 2022	1 611 262 EUR
August 2023	170 773 EUR

The first instalment of 2 021 052 EUR includes the amount for the 1% levy of paragraph 3.3.

3.3 Pursuant to paragraphs 10(a) and 28(d) of United Nations General Assembly Resolution A/RES/72/279 (31 May 2018), the Government of Belgium agrees that an amount corresponding to 1% of the contribution to UNICEF shall be disbursed by the donor to UNICEF for transfer to the UN Secretariat on the Government of Belgium's behalf, to finance the UN Resident Coordinator System. This amount, hereinafter referred to as the "coordination levy" will be held in trust by UNICEF until transfer to the UN Secretariat for deposit into the UN Special Purpose Trust Fund, which has been established to finance the UN Resident Coordinator System and is managed by the UN Secretariat.

The Government of Belgium acknowledges that once the coordination levy has been transferred by the UNICEF to the UN Secretariat, UNICEF is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies with the UN Secretariat as the manager of the UN Resident Coordinate system.

The coordination levy does not form part of the contribution which includes UNICEF's cost recovery and is additional to the costs of the UNICEF to implement the activity or activities covered by the contribution. UNICEF shall not absorb the amount of the coordination levy or fund the levy from the contribution or its other resources. Accordingly, there is no requirement for the UNICEF to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by UNICEF. As deemed necessary by the Government of Belgium however, especially where the scale of the resources concerned, or reputational risk justify the refund transaction costs, the Government of Belgium can submit a request for refund to the UN Secretariat directly or through UNICEF. The responsibility to refund the levy lies with the UN Secretariat and not with UNICEF.

3.4 When making the transfer, the Government of Belgium will follow the procedure provided for by paragraph 6.1 of the Framework Arrangement. UNICEF will acknowledge receipt, in writing, of the received payment, in accordance with paragraph 6.2 of the Framework Arrangement.

3.5 The Contribution will be paid in euros. The Unites States dollars' value of the Contribution will be determined in accordance with paragraph 6.2 of the Framework Arrangement.

All financial commitments and expenditure incurred by UNICEF are accounted for as referred to in paragraph 7.3 of the Framework Arrangement.

3.6 In line with paragraph 4.6 of the Framework Arrangement, UNICEF will apply 8% of the contribution towards UNICEF's indirect programme support costs in accordance with the Executive Board decision on UNICEF's cost recovery policy (2013/5) adopted on February 8th, 2013. The 8% charge is included in the total amount of the contribution of 3.803.087 EUR.

4. Administration of the contribution

4.1 The Contribution covers a duration of 36 months, starting from 1 August 2021.

A no cost extension can be allowed by the donor, provided that a reasonable motivation is given and that the overall objective is maintained. The request and the approval will be produced via an exchange of letters. The letter and the answer will constitute an integral part of this agreement.

4.2 The Contribution shall be managed by UNICEF in accordance with its financial regulations and other applicable rules, procedures and practices as stipulated in paragraph 7.2 of the Framework Arrangement.

4.4 UNICEF will carry out the monitoring, evaluation and reporting function in accordance with the paragraph 9.1 and 9.2 of the Framework Agreement and the project proposal.

4.5 Ownership of equipment, supplies and other property financed from the Contribution shall be vested in UNICEF. Matters relating to the transfer of ownership by UNICEF shall be determined in accordance with paragraph 7.6 of the Framework Agreement.

4.6 Until such date as the negotiations with the Office of Legal Affairs of the UN on the donor-led initiative relating to common risk management and reporting requirements concerning sexual exploitation, abuse and harassment ("SEAH") are concluded, UNICEF applies its risk management policies to the issue of SEAH. It is understood that UNICEF will take all reasonable and adequate steps to prevent SEAH in connection with the implementation of the project/program in accordance with its applicable regulations, rules, administrative issuances, policies and procedures. In the event that UNICEF determines that there are credible allegations of sexual misconduct, it will take swift and appropriate action, including investigating any person or group of persons suspected of such misconduct and taking disciplinary measures, in accordance with its regulations, policies and procedures.

Upon conclusion of the negotiations, the parties agree to amend the current agreement to apply the provisions on SEAH as agreed between the Office of Legal Affairs of the UN and the donors unless this would not be practicable, for instance because of the short time until conclusion of the project.

4.7 Any modification of the present agreement and proposal, shall be officially requested to the Director General of the DGD and must receive its written approval.

5. Justification, reporting and refunding

5.1 UNICEF shall justify the use of the Contribution by providing:

- Annual narrative report on the progress of the Project
- Final report summarizing the Project activities and results and impact of the project in six months after the end of the contribution

Financial reporting will be carried out in accordance with paragraphs 8.1 8.3.2 and 8.3.3 of the Framework Agreement, in particular for earmarked contributions based on specific programs and projects.

5.2 The contribution shall be subject exclusively to the internal and external auditing procedures provided in paragraph 10 of the Framework Arrangement. If the external Auditor's audit opinion should include observations about the way the Contribution is used, UNICEF commits to inform the DGD in this regard and to update the DGD of its answer and potential actions to correct the situation.

5.3 UNICEF will provide as soon as possible information relating to any instances of credible allegation of fraud or corruption with regards to an earmarked contribution in accordance with UNICEF's Policy of Prohibiting and Combatting Fraud and Corruption and UNICEF's Information Disclosure Policy per Articles 7.7 and 7.8 (in its entirety) of the Framework Agreement.

5.4 Until such date as the negotiations with the Office of Legal Affairs of the UN on the donor-led initiative relating to common risk management and reporting requirements concerning sexual exploitation, abuse and harassment ("SEAH") are concluded, UNICEF applies its reporting policies to the issue of SEAH. UNICEF will provide as soon as possible information relating to any instances of credible allegation of SEAH with regards to this earmarked contribution.

Upon conclusion of the negotiations, the parties agree to amend the current agreement to apply the provisions on SEAH as agreed between the Office of Legal Affairs of the UN and the donors unless this would not be practicable, for instance because of the short time until conclusion of the project.

5.5 Each report shall indicate the government's activity number and UNICEF's programme/project number if applicable. The routing of annual reports follows the same routing procedure as was used for the initial routing of the proposal.

5.6 Article 7.11.2 of the Framework Arrangement signed between UNICEF and the Government of Belgium on September 23rd, 2016 applies to any unspent balances at the time of the financial closing of the project.

6. Visibility.

6.1 Where appropriate and in line with its rules, UNICEF will refer to the Contribution with regards to the project or its activities in publications, speeches, press releases or similar communications.

7. Consultation

7.1 UNICEF shall provide the representatives of the Federal Public Service of Foreign Affairs, Foreign Trade and Development Co-operation, on request and within the frame of UNICEF's rules and regulations, with information concerning the use of the Contribution and the progress of the project.

7.2 UNICEF shall grant donor representative(s) access to project site(s) with the approval of the recipient government. Timing of such visits will be agreed by all parties. The costs of such participation will be borne by the donor. UNICEF assumes no responsibility or liability for the life, safety or property of visitors to its field offices, who are advised to carry appropriate insurance.

8. Correspondence

The offices responsible for all matters related to Specific Agreement are:

For UNICEF
UNICEF
Public Partnerships Division
3 United Nations Plaza
New York, N.Y. 10017
USA

For Belgium
Permanent Mission of Belgium to the UN
885 2nd Avenue 41st floor
New York, N.Y. 10017
USA

and

UNICEF, DRC
372 Av. Col. Mondjiba
Kinshasa – Ngaliema
DRC

Belgian Embassy in the DRC
Gombe
Kinshasa
DRC

9. Final provisions

9.1 Any dispute concerning the interpretation or implementation of the Contribution shall be settled by negotiation, as agreed upon by UNICEF and DGD.

9.2 If, any time, a Party determines that the purpose of this agreement can no longer be effectively or appropriately carried out, the present agreement may be terminated at the initiative of either UNICEF or DGD giving thirty days written notice, in accordance with the procedure provided for by paragraph 7.5 of the Framework Arrangement signed on September 23rd, 2016. Contractual

obligations entered into force between UNICEF and any third party prior to the receipt of the notice of termination, shall not be affected by the termination.

9.3 The present Specific Agreement will remain into force until the final report as referred to in paragraph 4.1 of this Specific Agreement, and the final financial report as referred to in paragraph 8.3 of the Framework Agreement have been accepted by DGD, and the potential refund of unspent balances as referred to in paragraph 5.4 of the present Specific Agreement has been received by DGD.

Signed

Signed

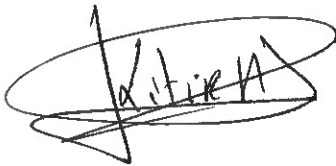
For the Government of Belgium

For the United Nations Children's Fund

Date: 2021

Date: 2021

31 AUG. 2021

A handwritten signature in black ink, appearing to read 'Kitir', enclosed within a large, loopy oval scribble.

Meryame Kitir
Minister of Development
Cooperation and Major Cities Policy

Edouard Beigbeder
Country Representative
UNICEF DRC