

## **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 23<sup>rd</sup>, 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 **3.554.405,00 EUR (three million five hundred fifty four thousand four hundred and five EUR)** for the implementation of UNICEF's programme '**Contributing to the sustainability of the national safety net programme – Merankabandi, Burundi**' hereinafter referred to as the "Contribution".

**2.2** UNICEF's project proposal '**Contributing to the sustainability of the national safety net programme – Merankabandi, Burundi**' and any annexes as submitted to the Belgian Embassy, 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 one installment to 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 instalment of 3.554.405,00 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 United 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 8<sup>th</sup>, 2013. The 8% charge is included in the total amount of the contribution of 3.554.405,00 EUR.

#### **4. Administration of the contribution**

**4.1** The Contribution covers a duration of 9 months, starting from 1 October 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** The Parties agree to apply the final harmonized SEAH language of July 2021 as set forth in the Annex to this Specific Agreement. It is understood that the references to "Donor" in the Annex refer to the Government of Belgium and the references to "Recipient" in the Annex refer to UNICEF.

**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:

- 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** The Parties agree to apply the provisions of the Annex containing the harmonized SEAH language of July 2021 in respect of reporting on issues of SEAH. It is understood that the references to "Donor" in the Annex refer to the Government of Belgium and the references to "Recipient" in the Annex refer to UNICEF.

**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 23<sup>rd</sup>, 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 2<sup>nd</sup> Avenue 41<sup>st</sup> floor  
New York, N.Y. 10017  
USA

and

UNICEF, Burundi  
3 UN Tanganyika House, Av.  
Gitega | Kabondo, Bujumbura  
Burundi

Belgian Embassy in Burundi  
Boulevard de la Liberté, 18  
Bujumbura  
Burundi

## **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 23<sup>rd</sup>, 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

For the Government of Belgium

Date: ..... 2021

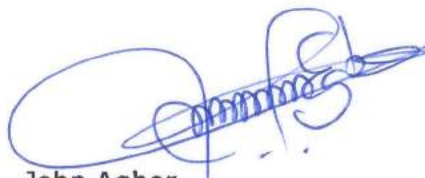


Meryame Kitir  
Minister of Development  
Cooperation and of Major Cities  
Policy

Signed

For the United Nations Children's Fund

Date: ..... 2021



John Agbor  
Country Representative  
UNICEF Burundi



22 OKT. 2021

## **ANNEX**

### **Final harmonized SEAH language July 2021**

#### **1.**

##### **a. Sexual exploitation and abuse**

The Donor and the Recipient have a zero tolerance for inaction approach to tackling sexual exploitation and abuse ("SEA").<sup>1</sup> This means the Recipient 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 procedures.

Unless inconsistent with a specific regulation, rule, policy or procedure governing the Recipient, the Recipient will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse (Annex I) and the following principles and practices when implementing the activities under this arrangement and provide evidence to demonstrate this where required:

- a) Adherence to the IASC-Minimum Operation Standards on "Protection from sexual exploitation and abuse by own personnel" and/or [the] SEA elements of the Core Humanitarian Standard on Quality and Accountability;
- b) A victim/survivor-centred approach<sup>2</sup> to SEA issues;
- c) Strong leadership and signaling on tackling SEA;
- d) Make all reasonable efforts to address gender inequality and other power imbalances;
- e) Reporting to enhance accountability and transparency;
- f) Ensure that SEA standards from this arrangement are reflected in funding templates with implementing partners, [for UN entities: by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners].

##### **b. Sexual harassment**

The Donor and the Recipient have a zero tolerance for inaction approach to

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

<sup>2</sup> A victim/survivor centered-approach is one for which the victim/survivor's dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the UN Protocol on Allegations of SEA Involving Implementing Partners, the victim/survivor should be informed, consulted during the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the victim/survivor and/or handling information regarding the allegation will maintain confidentiality, ensure safety of the victim/survivor, and apply victim/survivor-centered principles which are safety, confidentiality, respect, and non-discrimination. When the victim/survivor is a child, the approach will consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

tackling sexual harassment ("SH").<sup>3</sup>This means the Recipient will take all reasonable steps to prevent SH and respond appropriately when reports of SH arise, in accordance with its regulations, rules, policies and procedures.

Unless inconsistent with a specific regulation, rule, policy or procedure governing the Recipient, the Recipient will apply the following principles and practices when implementing the activities under this arrangement:

- a) A victim/survivor-centred approach to SH issues;
- b) Strong leadership and signaling on tackling SH;
- c) Make all reasonable efforts to address gender inequality and other power imbalances;
- d) Reporting to enhance accountability and transparency;

2. The Recipient will adhere to the following requirements:

a. Allegations of SEA

(i) The Recipient will promptly report all allegations of SEA credible enough to warrant an investigation through the Secretary-General's reporting mechanism (the "Report").

(ii) When the Recipient reports an allegation of SEA to, or becomes aware of an allegation reported through, the Report that is (i) directly related to the activities funded by this arrangement or, (ii) would have a significant impact on the partnership between the Recipient and the Donor, the Recipient will promptly notify [Donor point of contact] of the report made and the relevant arrangement number, if applicable and provide information containing the level of detail that the Recipient is aware of.

(iii) Upon request from the Donor, the Recipient agrees to provide further available relevant information the Recipient is aware of for allegations notified under paragraph 2a (ii) including about subsequent measures taken by the Recipient, unless disclosure of such information would be inconsistent with the Recipient's regulations, rules, policies and procedures concerning disclosure of information

b. Allegations of SH

(i) The Recipient will report allegations of sexual harassment and measures taken through existing reporting mechanisms.

(ii) Where the Recipient has determined that the allegations would have a significant impact on the partnership between the Recipient and the Donor, the Recipient will promptly notify [Donor point of contact] and provide information containing the level of detail of the existing reporting mechanisms.

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<sup>3</sup> See the UN System Model Policy on Sexual Harassment and the UN Secretary-General's Bulletin ST/SGB/2019/8 for the uniform definition of sexual harassment in the UN System.

(iii) Upon request from the Donor, the Recipient agrees to provide further available relevant information, that the Recipient is aware of unless disclosure of such information would be inconsistent with the Recipient's regulations, rules, policies and procedures concerning disclosure of information.

3. It is understood and accepted that the Recipient's arrangement to report on SEA and SH will be performed in accordance with the Recipient's regulations, rules, policies and procedures, including its rules on confidentiality, and is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.

4. When the Recipient becomes aware of reasonable suspicions, complaints or reports of SEA or SH by its personnel, the Recipient will, as appropriate under its regulations, rules, policies, and procedures, take reasonable, swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for potential criminal matters), as appropriate and when safe to do so, after considering the wishes of the victim/survivor.

5. The Donor or any of its duly authorized representatives may, in accordance with agreed mutually accepted terms of reference, carry out reviews or evaluations or other assessment measures to verify the Recipient's zero tolerance for SEA and SH, provided that such measures are consistent with the single audit principle governing the UN, if applicable. The Recipient will fully cooperate within the scope of the terms of reference with any such reasonable requests by the Donor or any of its duly authorized representatives or agents to carry out such measures.

6. Any information or documentation provided in accordance with these provisions will be treated by the Donor 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 Donor will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to the Donor will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the Recipient. The Donor will obtain the express written authorization of the Recipient before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law applicable to the Donor and is not subject to the Recipient's privileges and immunities under international and/or national law (such as information/documentation constituting UN archives).



7. Unless the regulations, rules, policies, and procedures applicable to the Recipient are amended at an earlier stage, and/or there are other substantive changes to any of the referenced policies, processes or mechanisms, the above provisions are subject to possible review two years after the date of the Donors' mutual decision on their text with the Recipient. Any changes to the above provisions that may be mutually decided following such a review will take effect at least four years after the date of the Donors' mutual decision on the present text with the Recipient, until which time the above provisions will continue to apply.