

## **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:** United Nations Population Fund - UNFPA

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 UNFPA and the Government of Belgium on 23 September 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 *4.000.000 EUR (four million EUR)* for the implementation of the flagship programme '**UNFPA Supplies**' hereinafter referred to as the "Contribution".

**2.2** UNFPA's flagship programme's proposal '**UNFPA Supplies**' and the annexes as submitted to the DGD 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 UNFPA's bank account:

**Bank** : ING Belgium NV/SA  
**Address**: 60 Cours Saint Michel  
1040 Brussels, Belgium  
**Account** : UNFPA Euro Account  
**Account number** : 301018805654  
**Code SWIFT** : BBRUBEBB010  
**IBAN** : BE42301018805654

**3.2** The Contribution will be paid in two installments. The first instalment will be paid upon receipt of UNFPA's countersignature of this Specific Agreement and upon receipt of a formal request for the payment of the contribution stating UNFPA'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

First installment:	upon signature	2.000.000 EUR
Second installment:	before 31 <sup>st</sup> December 2022	2.000.000 EUR

**3.3** When making the transfer, the Government of Belgium will follow the procedure provided for by paragraph 5.2 of the Framework Arrangement. UNFPA will acknowledge receipt, in writing, of the received payment, in accordance with paragraph 4.5 of the Framework Arrangement.

**3.4** The Contribution will be paid in euros. The United States dollars' value of the Contribution will be determined in accordance with paragraph 4.6 of the Framework Arrangement.

All financial commitments and expenditure incurred by UNFPA are accounted for as referred to in paragraph 4.4 of the Framework Arrangement.

**3.5** In line with paragraph 5.6 of the Framework Arrangement, this Contribution will be subject to the general management support costs at levels approved by the UNFPA Executive Board in accordance with the Executive Board decision on the joint comprehensive cost recovery policy (2020/12) adopted on September 4<sup>th</sup>, 2020. The applicable charge is included in the total amount of the contribution of 4.000.000 EUR.

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

**4.1** The Contribution covers the period 2021-2022.

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 UNFPA in accordance with its financial regulations and other applicable rules, procedures and practices as stipulated in paragraph V of the Framework Arrangement.

**4.4** UNFPA will carry out the monitoring, evaluation and reporting function in accordance with the paragraph 6.2 and 6.3 of the Framework Arrangement and the project proposal.

**4.5** Ownership of equipment, supplies and other property financed from the Contribution shall be vested in UNFPA. Matters relating to the transfer of ownership by UNFPA shall be determined in accordance with paragraph 4.8 of the Framework Arrangement.

**4.6** 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** UNFPA shall justify the use of the Contribution by providing narrative and financial reports prepared in line with their applicable accounting and reporting procedures, in accordance with paragraph 6.2.2 of the Framework Arrangement.

**5.2** The Contribution shall be subject exclusively to the internal and external auditing procedures provided in paragraph 6.4.1 of the Framework Arrangement. If the external Auditor's audit opinion should include observations about the way the Contribution is used, UNFPA 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** UNFPA 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 UNFPA anti-fraud policy and will maintain standards of conduct that govern the performance of its staff, including the prohibition of 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 UNFPA Financial Rules and Regulations, and the UNFPA procurement procedures in accordance with paragraph 6.5 of the Framework Arrangement.

**5.4** Each report shall indicate the government's activity number and UNFPA'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.

**5.5** Article 5.13.3 of the Framework Arrangement signed between UNFPA and the Government of Belgium on September 4th, 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, UNFPA 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** UNFPA 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 UNFPA's rules and regulations, with information concerning the use of the Contribution and the progress of the project.

**7.2** UNFPA 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. UNFPA 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 UNFPA  
UNFPA  
605 Third Avenue  
New York, NY 10158  
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

## **9. Sexual exploitation and abuse and Sexual harassment**

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

The Government of Belgium and UNFPA have a zero tolerance for inaction approach to tackling sexual exploitation and abuse ("SEA").<sup>1</sup> This means UNFPA 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 UNFPA, UNFPA 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, by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners.

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

The Government of Belgium and UNFPA have a zero tolerance for inaction

<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.

approach to tackling sexual harassment ("SH").<sup>3</sup>This means UNFPA 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 UNFPA, UNFPA 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;

## **9.2. UNFPA will adhere to the following requirements:**

### **(a). Allegations of SEA**

- (i) UNFPA will promptly report all allegations of SEA credible enough to warrant an investigation through the Secretary-General's reporting mechanism (the "Report").
- (ii) When UNFPA 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 UNFPA and the Government of Belgium, UNFPA will promptly notify the relevant Integrity/Investigation offices (or equivalent) of the Government of Belgium of the report made and the relevant arrangement number, if applicable and provide information containing the level of detail that UNFPA is aware of.
- (iii) Upon request from the Government of Belgium, UNFPA agrees to provide further available relevant information UNFPA is aware of for allegations notified under paragraph 2a (ii) including about subsequent measures taken by UNFPA, unless disclosure of such information would be inconsistent with UNFPA's regulations, rules, policies and procedures concerning disclosure of information

### **(b). Allegations of SH**

- (i) UNFPA will report allegations of sexual harassment and measures taken through existing reporting mechanisms.
- (ii) Where UNFPA has determined that the allegations would have a significant impact on the partnership between UNFPA and the Government of Belgium, UNFPA will promptly notify the relevant Integrity/Investigation offices (or equivalent) of the Government of Belgium and provide information containing the level of detail of the existing reporting mechanisms.
- (iii) Upon request from the Government of Belgium, UNFPA agrees to provide further available relevant information, that UNFPA is aware of unless disclosure of such information would be inconsistent with UNFPA's regulations, rules, policies and procedures concerning disclosure of information.

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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.

9.3. It is understood and accepted that UNFPA's arrangement to report on SEA and SH will be performed in accordance with UNFPA'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.

9.4. When UNFPA becomes aware of reasonable suspicions, complaints or reports of SEA or SH by its personnel, UNFPA 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.

9.5. The Government of Belgium 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 UNFPA's zero tolerance for SEA and SH, provided that such measures are consistent with the single audit principle governing the UN, if applicable. UNFPA will fully cooperate within the scope of the terms of reference with any such reasonable requests by the Government of Belgium or any of its duly authorized representatives or agents to carry out such measures.

9.6. Any information or documentation provided in accordance with these provisions will be treated by the Government of Belgium 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 of Belgium will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to the Government of Belgium 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 UNFPA. The Government of Belgium will obtain the express written authorization of UNFPA before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law applicable to the Government of Belgium and is not subject to UNFPA's privileges and immunities under international and/or national law (such as information/documentation constituting UN archives).

9.7. Unless the regulations, rules, policies, and procedures applicable to UNFPA 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 Government of Belgium's mutual decision on the text with UNFPA. 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 Government of Belgium's mutual decision on the present text with UNFPA, until which time the above provisions will continue to apply.

**10. Final provisions**

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

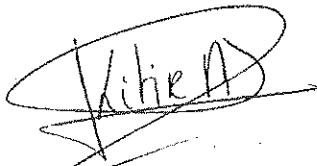
**10.2** If, any time, a Party determines that the purpose of this agreement can no longer be effectively or appropriately carried out, the present agreement may be terminated at the initiative of either UNFPA or DGD giving thirty days written notice, in accordance with the procedure provided for by paragraph 5.13 of the Framework Arrangement signed on September 4th, 2016. Contractual obligations entered into force between UNFPA and any third party prior to the receipt of the notice of termination, shall not be affected by the termination.

**10.3** The present Specific Agreement will remain in force until the final report and certified financial statement as referred to in paragraph 6.2.2 of the Framework Arrangement have been received and accepted by DGD, and the potential refund of unspent balances as referred to in paragraph 5.6 of the present Specific Agreement has been received by DGD.

Signed  
For the Government of Belgium

03 NOV. 2021

Date: ..... 2021

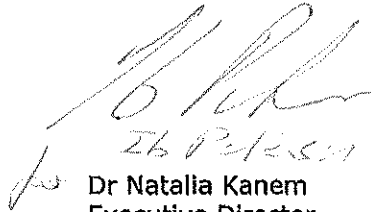


Meryame Kitir  
Minister of Development  
Cooperation and Major Cities Policy

Signed  
For the United Nations Population  
Fund

3 Dec

Date: ..... 2021



Dr Natalia Kanem  
Executive Director  
UNFPA

