



KINGDOM OF BELGIUM

Minister of Development Cooperation
and Major Cities Policy

Dr Natalia Kanem
Executive Director
UNFPA

our reference

D2.5/SV/MUL 09.02.07.02.04/2024/3847/1

to be quoted in all correspondence

date

29.04.2024

**Re: UNFPA – contribution to the Maternal and Newborn Health Thematic Fund (MHTF) – BA 14
54 31 35.40.02 – 3.000.000 EUR – NN 5273**

Dear Dr Kanem,

I have the pleasure to inform you that the Government of Belgium, through its Federal Public Service Foreign Affairs – Directorate-General for Development Cooperation (DGD) has decided to make available to UNFPA a financial contribution of 3.000.000 EUR for its Maternal and Newborn Health Thematic Fund for 2024 and 2025.

This contribution is to be used under the Terms and Conditions as stated in this letter.

Please find enclosed a copy of the Royal Decree(s) awarding the 3.000.000 EUR to UNFPA.

TERMS AND CONDITIONS

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 terms and conditions set forth below apply to this contribution.

2. The contribution

2.1 The Government of Belgium will make available an amount of maximum EUR 3.000.000 (three million euros), hereinafter referred to as the "Contribution", towards the Maternal and Newborn Health Thematic Fund, hereinafter referred to as "MHTF", to support MHTF activities in Sub-Saharan Africa.

2.2 The MHTF Business Plan Phase IV as submitted to the DGD is an integral part of these terms and conditions for the award and use of the Contribution.

2.3 The Contribution will be pooled with other funds of the MHTF. However, all funds provided to the MHTF under these terms and conditions from the Government of Belgium will be earmarked solely for support to Sub-Saharan Africa.

3. Payment conditions

3.1 The payment of the Contribution will be transferred into UNFPA's bank account:

Account Name:	UN POPULATION FUND EURO
Account Number:	62782026
Branch Code:	6008
IBAN:	GB45 BOFA 1650 5062 7820 26
Currency:	EUR
Bank:	Bank of America N.A.
	2 King Edward Street, London, EC1A 1HQ, UK
SWIFT:	BOFAGB22

3.2 The Contribution will be paid in one installment upon receipt of UNFPA's acceptance of these terms and conditions 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.

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 Dollar value of the Contribution will be determined in accordance with paragraph 4.6 of the Framework Arrangement.

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

3.5 All direct costs associated with the MHTF, including the costs of any implementing partners/agencies, will be borne by the MHTF. In accordance with the applicable decisions of the UNFPA Executive Board and UNFPA's regulations, rules, policies and procedures on cost recovery, the Contribution will be subject to a cost recovery charge of 7% (seven percent) for indirect costs incurred by UNFPA.

4. Administration of the Contribution

4.5 The Contribution covers the period 2024-2025.

A no cost extension can be allowed by the donor, provided that a reasonable motivation is given and that the overall objective of these terms and conditions 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 these terms and conditions.

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.

4.3 UNFPA will carry out the monitoring, evaluation and reporting function in accordance with paragraphs 6.2 and 6.3 of the Framework Arrangement and the MHTF Business Plan Phase IV.

4.4 Ownership of equipment, supplies and other property financed from MHTF funds, including 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.

4.5 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. However, the Government of Belgium agrees that the annual progress report under paragraph 6.2.2 (a) of the Framework Arrangement will be provided within six (as opposed to three) months after the end of the calendar year. The Government of Belgium further recalls that the Contribution will be pooled with other MHTF funds and that, therefore, consolidated multi-donor reports and financial statements will be issued.

5.2 The MHTF and the Contribution shall be subject exclusively to the provisions on internal and external audit provided for in UNFPA's regulations, rules, policies and procedures (including the UNFPA financial regulations and the UNFPA oversight policy approved and as from time to time revised by the UNFPA Executive Board).



Disclosure of internal audit reports shall be subject to the applicable decisions of the UNFPA Executive Board. Internal audit reports are publicly disclosed by the Director, Office of Audit and Investigation Services, UNFPA, at <http://www.unfpa.org/audit-and-investigation>, or at such other URL as the Director, Office of Audit and Investigation Services, may from time to time decide.

External audit reports are publicly disclosed by the United Nations Board of Auditors, UNFPA's external auditor, at <http://www.un.org/en/auditors/board/auditors-reports.shtml>, or at such other URL as the Board of Auditors may from time to time decide.

5.3 UNFPA will provide as soon as possible information relating to any instances of credible allegation of fraud or corruption with regards to MHTF funds in accordance with the UNFPA Oversight Policy (as approved and from time to time amended by the UNFPA Executive Board) 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 Any unspent balance which remains after the financial closing of the MHTF, shall be refunded, in amounts proportionate to each donor's individual contribution.

6. Visibility

6.1 Where appropriate and in line with its rules, UNFPA will refer to the Contribution with regards to the MHTF 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 progress of the MHTF and its financial situation.

7.2 Where programmatically and logistically feasible to do so, and as safety and security conditions permit, UNFPA shall facilitate 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 these terms and conditions are:

For UNFPA
UNFPA
605 Third Avenue
New York, NY 10158
USA

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

9. Sexual exploitation and abuse and sexual harassment



Wetstraat 23, 1000 Brussel
Mail: info@gennez.fed.be • <https://diplomatie.belgium.be>
Twitter: @MFABelgium • Facebook: Diplomatie.belgium • Instagram: @BelgiumMFA

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").¹ 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 approach² 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 approach to tackling sexual harassment ("SH").³ 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;

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

² 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.

³ 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.



9.2. 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.

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

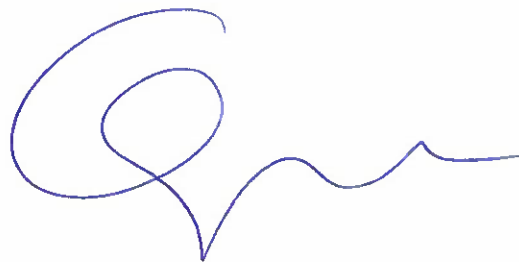
10.1 Any dispute, controversy or claim arising out of or relating to these terms and conditions shall be settled by way of consultation by and between the Parties.

10.2 If, at any time, a Party determines that the purpose of these terms and conditions can no longer be effectively or appropriately carried out, the present terms and conditions may be terminated at the initiative of either UNFPA or DGD, giving thirty (30) days written notice, in accordance with the procedure provided by paragraph 5.13.1 of the Framework Arrangement. 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 terms and conditions will enter into force upon signature by both Parties and will remain in force for the applicable duration of the MHTF.

10.4 Nothing in these terms and conditions shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNFPA.

Yours faithfully,



Caroline Gennez

Enclosure(s):

Annex 1: IASC Six Core Principles Relating to Sexual Exploitation and Abuse

Annex 2: Royal Decrees



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

1.

"Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.

2.

Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense.

3.

Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.

4.

Any sexual relationship between those providing humanitarian assistance and protection and a person benefitting from such humanitarian assistance and protection that involves improper use of rank or position is prohibited. Such relationships undermine the credibility and integrity of humanitarian aid work.

5.

Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms.

6.

Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment."

