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Mari Grepstad

SPECIFIC AGREEMENT



1. Name of Programme/Project:	One UN COVID-19 Response Plan for Nigeria as described in the Project Document ONE UN COVID-19 RESPONSE PLAN FOR NIGERIA BASKET FUND PROJECT DOCUMENT dated 8 July 2020 (hereinafter the "Project")												
2. Agreement number	UN ref. no: 00127475, the Donor ref. no NGA-20/0001												
3. Agreement Start Date:	Upon entry into force in accordance with paragraph 24, below.												
4. Support Period	From July 2020 to July 2021												
5. Agreement End Date:	The Agreement shall expire on 30 April 2022 with the completion of the Project. However, the obligations of the Parties under the Agreement will remain in force until all obligations arising from it have been fulfilled and all commitments and liabilities incurred in the implementation of the Project have been met. The Recipient shall notify the Donor when all activities related to the Project have been completed.												
6. Donor:	The Norwegian Ministry of Foreign Affairs.												
7. Recipient:	The United Nations Development Programme (UNDP).												
8. Contribution Currency/Amount:	Not exceeding NOK 9 900 000 (ninemillionninehundredthousand).												
9. Payment (to be made upon written payment request): (Check one only. <i>Each disbursement may only cover expenditures for a period of 12 months for grants from the Ministry of Foreign Affairs and NORAD but may only cover a period of 6 months from the Ministry of Climate and Environment.</i>)	<input type="checkbox"/> The Contribution will be transferred in accordance with the following indicative disbursement plan: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th></th> <th>Tentative payment due date</th> <th>Currency/Amount</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> </tbody> </table> <input checked="" type="checkbox"/> The full amount of the Contribution will be transferred upon entry into force of this Agreement.		Tentative payment due date	Currency/Amount	1.			2.			3.		
	Tentative payment due date	Currency/Amount											
1.													
2.													
3.													
x. Coordination Levy <i>Only applicable for tightly earmarked funds.</i>	Pursuant to paragraph 10(a) of United Nations General Assembly Resolution 72/279 of 31 May 2018, the Donor agrees that an amount corresponding to 1% of the contribution to the UNDP shall be paid to fund the United Nations Resident Coordinator System. This amount, hereinafter referred to as the "coordination levy" will be held in trust by UNDP until transfer to												

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	<p>the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund for the reinvigorated Resident Coordinator system, which has been established to fund the UN Resident Coordinator System and is managed by the United Nations Secretariat.</p> <p>The Donor acknowledges that once the coordination levy has been transferred by the UNDP to the United Nations Secretariat, the UNDP is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies with the United Nations Secretariat as the manager of the Resident Coordinator system.</p> <p>The coordination levy does not form part of the UNDP cost recovery and is additional to the costs of the UNDP to implement the activity or activities covered by the contribution. Accordingly, there is no normal obligation for the UNDP to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by UNDP. As deemed necessary by the donor- and especially where the scale of the resources concerned or reputational risk justify the refund transaction costs – the donor can submit a request for refund to the United Nations Secretariat directly or through the United Nations entity. The responsibility to refund the levy lies with the United Nations Secretariat, and not with the concerned entity of the United Nations.</p> <p>The coordination levy for this agreement is NOK 100 000 (onehundredthousand).</p>
10. UNDP Bank Account:	<p>Bank name: Citibank, N.A Bank address: 111 Wall Street, New York, NY 10043 Account title: UNDP Contributions Account Account No.: 36349562 IBAN/SWIFT: CITIUS33</p>
11. Recovery Rate for Indirect Costs: (enter Executive Board decision authorizing recovery rate)	<p>8 % of the Contribution charged on the basis of the total expenses incurred from the Contribution as according to "FN delegasjonens referat fra første regulære sesjon i 2013 for Styret for Unicef i New York 4. -8. februar 2013".</p>
12. Programme/Project Description and Budget	<p>The Project description and budget are included in Annex I.</p>
13. Remittance Advice to be sent to: (the applicable UN Organization. Please specify the address at	<p>Office of Finance and Resource Management (OFRM) contributions@undp.org</p>

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<i>unit/division-level, and not to a specific person)</i>	
14. Confirmation of Remittance Receipt to be sent to: <i>(the applicable Donor. Please specify the address at unit/division-level, and not to a specific person)</i>	emb.abuja@mfa.no
15. Consultations: <i>(check one only if any; strike if not applicable and enter "N/a")</i>	<input checked="" type="checkbox"/> Annual, tentatively in month of June. <input type="checkbox"/> Other: <i>[pls specify]</i> Unless otherwise agreed, the Recipient shall convene and chair the consultations. The Recipient shall draft agreed minutes of the meeting and submit these within 3 weeks to the Donor for comments and approval. Each Party shall bear their own costs for participating in such consultations. The purpose of these consultations is to: a) review the progress of the Project b) discuss possible revisions of plans and budgets c) discuss issues of special concern for the implementation of the Project. The documents specified in the Framework Agreement (hereinafter the Framework Agreement) Articles V, VI and VII shall form the basis for the Annual Consultations.
16. Additional reporting: <i>(if any; strike if not applicable and enter "N/a")</i> .	The Recipient shall provide the following additional reporting: NA
17. Contact Persons:	(a) <u>For the Donor:</u> Name: Ingrid Skjølaas Title: Deputy Head of Mission Email: ingrid.skjolaas@mfa.no (b) <u>For the Recipient:</u> Name: Mohamed Yahya Title: Resident Representative, UNDP Nigeria Email: mohamed.yahya@undp.org
18. Annexes: <i>(add additional Annexes as necessary)</i>	Annex I: Project description, including Results Framework, Budget; and Description of Risk Management. Annex II: Copy of the Framework Agreement.
19. The Donor agrees to make the Contribution to the Recipient (together with the Donor referred to as the " <u>Parties</u> "), in accordance with the terms of this Specific Agreement and the Framework Agreement for the Project activities as specified in the Project description document.	

<p>20. In the event that the Contribution is disbursed by the Donor subject to a tentative payment schedule as set out in paragraph 9 above, the Parties agree that such schedule shall be subject to the principle that payments must be received by the Recipient in advance of any implementation of Project activities. The tentative payment schedule may be amended as agreed between the Parties in writing, to ensure that it remains consistent with the progress of the Project. If payments are not received in accordance with the payment schedule, the Recipient reserves the right to reduce, suspend or discontinue the Project.</p>	
<p>21. This Specific Agreement constitutes an agreement supplementary to the Framework Agreement between the Parties. The terms of the Framework Agreement constitutes an integral part of this Specific Agreement.</p>	
<p>22. This Specific Agreement may be modified by written agreement between the Parties. It may be terminated by mutual agreement of the Parties or by one Party providing to the other Party a written notice of termination of not less than 30 calendar days. Upon receipt by one Party of the other Party's written notice of termination, the Parties will take all reasonable and necessary measures to conclude the implementation of the Project and complete their activities in an orderly manner. The Recipient may apply any unutilized portion of the Contribution up to the date of termination to permit the orderly conclusion of the Project, including the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties, and the settlement of contractual commitments or liabilities relating to or in connection with the Project, including in respect of any implementing partners, contractors, subcontractors, consultants or suppliers.</p>	
<p>23. Any unspent funds that according to the Framework Agreement shall be repaid to the Donor, shall be marked: "Unused funds from: NGA-20/0001, One UN COVID-19 Response Plan for Nigeria, and repaid to the following bank account:</p> <p>Name of the account: The Ministry of Foreign Affairs Account no.: 76940512618 IBAN no.: NO8376940512618 Swift/BIC code: DNBANOKK</p> <p>The Recipient shall inform the Donor when a repayment is made via e-mail message with remittance information stating the agreement number.</p>	
<p>24. This Specific Agreement will enter into force on the date it is signed for and on behalf of both Parties.</p>	
<p>25. In witness whereof, the undersigned, acting on behalf of their respective Parties, have signed the present Agreement in the English language in two copies.</p>	
<p>FOR THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS</p> <p>Signature: </p> <p>Title: Chargé d'affaires</p> <p>Date: 15.07.2020</p>	<p>FOR UNDP</p> <p>Signature: </p> <p>Title: UNDP Resident Representative</p> <p>Date: 16/07/2020</p>

Annex I

Project description

Brief Description

The United Nations Development Programme (UNDP) has established the One UN COVID-19 Response Plan for Nigeria Basket Fund with the objective to ensure optimum care of confirmed COVID-19 cases and contain the spread of the outbreak through an inclusive and nationally owned process and based on emerging best practices from previous health emergencies as well other countries experiences during the COVID-19 crisis.

The One UN COVID-19 Response Plan for Nigeria Basket Fund was launched on 6 April 2020 consists of multi-sectoral interventions to support rapid implementation of the UN response plan. This is spread amongst five outputs and is linked to the wider UN COVID-19 Strategic Preparedness and Response Plan (SPRP¹), namely: Support Coordination of Partnerships and mobilization of resources for collective response (pillar 1); Support rapid procurement of disease commodity packages for surveillance, prevention and control, and clinical management (pillars 3,4,5 and 7); Complement and support ongoing Risk Communication Strategies for sustained community engagement and cooperation (pillar 2); Support towards the development of tailored and decentralized response strategies at state-level aligned to the coordinated framework at the Federal level (pillars 8); Maintaining access to essential health services through socio-economic analytics and Pro-active early recovery and social protection investments, during and after the crisis (pillar 9) and Research & Development (R&D) Capacities and modeling strengthened (pillars 6). The One UN COVID-19 Response Plan for Nigeria Basket Fund will initially support the Nigerian Federal Government's National COVID-19 Multi-Sectoral Pandemic Response Plan, which was presented by the Presidential Taskforce (PTF) on 20 March 2020.

The direct beneficiaries will be the Presidential Taskforce (PTF), Ministry of Health (MOH)², and the Ministry of Humanitarian Affairs, Disaster Management and Social Development (MHADMSD) and States where these activities will be implemented. The final beneficiaries are citizens living in States, where these interventions will be implemented. This Project has a specific focus on the most vulnerable including women, adolescent girls, the Elderly, persons with Disabilities, IDPS/refugees, prisoners/detainees, drug users, orphans/street children/unaccompanied children and people living with HIV/AIDS.

The comparative advantage of funds being channelled and allocated through the Basket Fund is the prompt and effective implementation of the 'One UN COVID-19 Response Plan for Nigeria' through UNDP, and creation of a political space necessary for better alignment and cohesion among national and international stakeholders in the wider COVID-19 Response in Nigeria.

The project will be implemented over 24 months and will be managed by UNDP on behalf of the wider UN System in Nigeria.

¹ SPRP 9 Pillars: Pillar 1 (country-level coordination, planning and monitoring), Pillar 2 (Risk communication and community engagement), Pillar 3 (Surveillance, rapid response teams, and case investigation), Pillar 4 (Points of entry), Pillar 5 National laboratories, Pillar 6 (Infection prevention and control), Pillar 7 (Case management), Pillar 8 (Operational support and logistics) and Pillar 9 (Maintaining essential health services during an outbreak)

² This support includes support to structures within the Ministry supporting the COVID-19 response including the National Centre for Disease control(NCDC)and the National Primary Health Care Development Agency (NPHCDA)

Results Framework

United Nations Sustainable Development Partnership Framework (UNSDPF) 2018-2022 Outcomes:

UNSDPF Outcome 2: By 2022, Citizens coexist peacefully, enjoying increased resilience, higher state capacity for humanitarian response, and reduced incidence of armed and violent conflicts in the country/cross border

Indicator: (a) Number of people supported to recover, restore and protect livelihoods; (b) Number of people who receive food assistance through in kind and cash-based vouchers;

Baseline: (a) 200,000 (M/F) (2017) Target: 1.5 million (M/F) (2022); (b) Baseline: 3million (M/F) (2017) Target: 0.5 million (M/F) (2022);

Data sources: Livelihoods assessments (Government, UN and NGOs); Humanitarian reports; Monitoring reports;

EXPECTED OUTCOMES AND EXPECTED OUTPUTS	INDICATORS	DATA SOURCES	BASELINE		TARGET		ASSUMPTIONS & RISKS
			Value	Year	Year 1	Year 2	
IMPACT: Nigeria response to the COVID-19 pandemic supported by ensuring optimum care of the confirmed cases and contain further spread of the outbreak and pathway for rapid recovery and resilience is established	Reduced case fatality rate disaggregated by gender and age group	<ul style="list-style-type: none"> Federal Ministry of Health Nigeria Center for Disease Control National surveys WHO and UN reports 	3.4% ³ against all confirmed cases	April 2020	2% against all confirmed cases	0.5% against all confirmed cases	-
	% of infected persons who have recovered disaggregated by gender and age group	<ul style="list-style-type: none"> Federal Ministry of Health Nigeria Center for Disease Control National surveys WHO and UN reports 	26% infected persons recovered/ discharged (85 out of 323 as of 12 April 2020 ⁴)	April 2020	35% infected persons recovered/ discharged	80% infected persons recovered/ discharged	
	Number of Federal and State post COVID-19 recovery plans under implementation	<ul style="list-style-type: none"> Presidential taskforce reports Federal and state finance and planning ministries reports Parliament and houses of assembly reports National and state level reports and surveys WHO and UN reports 	Nil	April 2020	1 Federal and 10 State plans	1 Federal and 8 State plans	
OUTCOME: Rapid implementation of Nigeria's National COVID-19 Multi-Sectoral Pandemic Response Plan strengthened	Rate of success in implementation of National pandemic response plan (As an aggregated rate of success for each of the 10 functional areas)	<ul style="list-style-type: none"> Presidential Taskforce reports WHO and UN reports Media reports Public perception surveys 	0	April 2020	50%	75%	<ul style="list-style-type: none"> The National COVID-19 multi-sectoral pandemic response plan continues to be in place National COVID-19 Multi-Sectoral Pandemic Response Plan M&E framework is established and running

³ <https://www.worldometers.info/coronavirus/coronavirus-death-rate/>

⁴ <https://webcache.googleusercontent.com/search?q=cache:plTGEVvqRMoJ:https://covid19.ncdc.gov.ng/>

OUTPUT 1: Rapid procurement of disease commodity packages for surveillance, prevention and control, and clinical management improved [Genz]	1.1 Number of testing kits dispatched	<ul style="list-style-type: none"> - UN procurement reports - Handover notes - NCDC distribution reports 	15,000	April 2020	150,000	100,000	<ul style="list-style-type: none"> - Procurement and delivery can take place swiftly despite closed borders and airspace; - Material remains available besides global constraints - Distribution of material is structured and consistent - Government of Nigeria continues to strengthen frontline service delivery - National budgets are availed towards the COVID-19 national response plan and similarly at the State level 	
	1.2 number of laboratories with testing capabilities (and existing laboratories with expanded testing capability)	<ul style="list-style-type: none"> - Federal Ministry of Health (National Strategy to Scale Up Access to Coronavirus Disease Testing in Nigeria) - National surveys - WHO and UN reports 	13 (in 6 states)	April 2020	15 (in states)	50 (in all states)		
	1.3 Number of PPEs dispatched (Information disaggregated by type of PPE)	<ul style="list-style-type: none"> - UN procurement reports - Handover notes - NCDC distribution reports 	4,800,000	April 2020	15,000,000	10,000,000		
	1.4 number of COVID-19 healthcare facilities with triage and treatment capacity (Adhering to IPC guidelines and SOPs specific for COVID-19 and National/WHO guidance on case management)	<ul style="list-style-type: none"> - Federal Ministry of Health - Nigeria Center for Disease Control - National surveys - WHO and UN reports - Handover notes 	32	April 2020	20 (of baseline)	50 (of baseline and more)		
	1.5 % of acute health care facilities with isolation capacity (and adhering to IPC guidelines and SOPs specific for COVID-19)	<ul style="list-style-type: none"> - Federal Ministry of Health; - Nigeria Center for Disease Control; 	16	April 2020	50% (of baseline)	100% (of baseline)		
	OUTPUT 2: Complementary ongoing Risk Communication Strategies for sustained community engagement and cooperation are supported [Genz]	2.1 Number of integrated communication strategies strengthened	<ul style="list-style-type: none"> - Media reports and analysis - Social media analytics - Presidential taskforce reports - Nigeria Center for Disease Control - UN reports 	2	April 2020	2	2	<ul style="list-style-type: none"> - Continued strong communication strategy by Government of Nigeria - Deliberate measures to reach the very isolated locations and a targeting strategy includes most vulnerable groups - Misinformation and false information are not widespread to discredit correct information
		2.2 Number of public awareness campaigns on preventive measures and recovery interventions supported (disaggregate: addressed to women; persons living with disabilities; marginalized groups and vulnerable groups)	<ul style="list-style-type: none"> - Media reports and analysis - Social media analytics - Presidential taskforce reports - Nigeria Center for Disease Control - UN reports 	2	April 2020	50	120	
		2.3 Number of individuals reached with risk communication and public engagement messaging ((disaggregate: addressed to women; persons living with disabilities; marginalized groups and vulnerable groups)	<ul style="list-style-type: none"> - Media reports and analysis - Social media analytics - Presidential taskforce reports - Nigeria Center for Disease Control - UN reports 	30,000,000	April 2020	80,000,000	110,000,000	

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<p>OUTPUT 3: Development of tailored and decentralized response strategies at state-level aligned to the coordinated framework at the Federal level is supported [Genz]</p>	<p>3-1 Number of States that develop and are implementing contingency, response and recovery plans (including those responding to secondary effects of COVID19)</p> <p>3-2 Number of Local Governments that develop and are implementing contingency, response and recovery plans</p> <p>4-1 number of health care facilities providing health services (particularly reproductive and maternal health care and routine immunization) in line with the revised/new health investment framework</p>	<ul style="list-style-type: none"> - Media reports - State reports - Presidential Taskforce reports - WHO and UN reports 	<p>0</p>	<p>April 2020</p>	<p>10</p>	<p>36</p>	<ul style="list-style-type: none"> - Commitment of States to develop tailored response strategies aligned with framework at Federal level - Financial and technical resources can be mobilized locally
<p>OUTPUT 4: Access to essential health services maintained [Genz]</p>	<p>4-1 number of health care facilities providing health services (particularly reproductive and maternal health care and routine immunization) in line with the revised/new health investment framework</p>	<ul style="list-style-type: none"> - Media reports - State reports - Presidential Taskforce reports - WHO and UN reports - UN reports - NGO reports - State reports 	<p>0</p>	<p>April 2020</p>	<p>25</p>	<p>50</p>	<ul style="list-style-type: none"> - Government of Nigeria will allocate resources to integrate risk informed development strategies after the crises and maintain or increase allocation to the health sector
<p>OUTPUT 5: Pro-active, gender-responsive early recovery, social protection and cohesion, enhanced, targeting vulnerable groups supported [Genz]</p>	<p>5-1 Number of gender-sensitive researches and modelling activities conducted, and their results translated into policy action during and after the crisis</p> <p>5-2 Number of households reached with cash transfers during the period (disaggregated by gender, women headed HH and age)</p> <p>5-3 Number of peacebuilding and conflict transformation initiatives addressing post COVID-19 residual and emerging risks</p> <p>5-4 Number of vulnerable provided with livelihood opportunities in conflict affected and humanitarian contexts (disaggregated by sex/gender and age)</p> <p>5-5 Number of people educated on SGBV prevention.</p>	<ul style="list-style-type: none"> - UN reports - NGO reports - Federal & State Government reports - Media reports - UN reports - NGO reports - State reports - UN reports - NGO reports - State reports - UN reports - NGO reports - State reports - UN reports - NGO reports - State reports - NHRC reports - SpotlightNG 	<p>2</p>	<p>April 2020</p>	<p>15 conducted 10 translated</p>	<p>30 conducted 20 translated</p>	<ul style="list-style-type: none"> - Government of Nigeria engages in policy actions after the crisis - Continued engagement with Federal and States leads to uptake of policy analysis research results - States will be able to apportion funds for post crisis analysis, planning and recovery - Major sources of insecurity are counteracted
			<p>0</p>	<p>April 2020</p>	<p>20,000</p>	<p>50,000</p>	
			<p>0</p>	<p>April 2020</p>	<p>4</p>	<p>8</p>	
			<p>0</p>	<p>April 2020</p>	<p>5,000</p>	<p>20,000</p>	
			<p>150,000</p>	<p>June 2020</p>	<p>300,000</p>	<p>450,000</p>	

OUTPUT 6: Coordination of partnerships and mobilization of resources for collective response are improved [Genz]	6.1 Number of presidential taskforce's intersectoral coordination fora conducted per quarter (aggregated annually)	- Presidential taskforce meeting minutes; - UN meetings minutes;	10	April 2020	45	60	<ul style="list-style-type: none"> - Continued commitment of Government of Nigeria to improve coordination and allocation of resources - One UN implementation is retained - Partners consider the One UN basket as an important channel for consolidated action
	6.2 The COVID-19 Basket Fund management arrangements in place	- UN analysis - Participation in meetings minutes M&E reports (UN and Government)	0	April 2020	1	1	
	6.3 Amount of financial resource committed by donors in support to COVID-19 in Nigeria through the one UN basket;	- UN reports - Partner reports - Government reports - Media highlights	2,300,000	April 2020	100,000,000	150,000,000	

Budget

EXPECTED OUTPUTS/RESULTS	PLANNED ACTIVITIES	BUDGET PER YEAR		Total Budget in USD	Budget Description
		Year 1 (USD)	Year 2 (USD)		
Output 1. Improved rapid procurement of disease commodity packages for surveillance, prevention and control, and clinical management	1.1 Procurement and distribution of medical supplies, equipment, hygiene products and medicines required to respond to the outbreak including prevention, treatment, control and case management;	32,715,000.00	8,050,000.00	40,765,000.00	72300 Materials and Goods 74700 Transport, Shipping and handle 71200 International Consultants 71300 Local Consultants
	1.2 Expand and support to surveillance at the state and local level for case detection, monitoring of the pandemic and detection for containing spread of the pandemic;	3,000,000.00	2,000,000.00	5,000,000.00	72300 Materials and Goods 74700 Transport, Shipping and handle 71200 International Consultants 71300 Local Consultants
	1.3 Support establishment of additional new laboratories for testing through procurement of testing kits to expand scope in selected states;	1,500,000.00	500,000.00	2,000,000.00	72300 Materials and Goods 74700 Transport, Shipping and handle 71200 International Consultants 71300 Local Consultants
	1.4 Rehabilitation/conversion of facilities & procurement of supplies to utilize as medical facilities, ICU's to expand capacity for isolation and treatment;	2,000,000.00	1,600,000.00	3,600,000.00	71200 Contractual Services-Companies 71300 Local Consultants
	1.5 Supporting provision of basic health in prisons, including development of isolation, referral and care plans for inmates and prison officials and IDP/refugee camps support to minimize the introduction of infections as well as minimizing their effects should this happen;	600,000.00	400,000.00	1,000,000.00	72100 Contractual Services-Companies 71200 International Consultants 71300 Local Consultants
	1.6 Ensure universal access to treatment for COVID-19 with full respect for human rights, gender equality and without stigma through analysis, advocacy and sensitization.	100,000.00	150,000.00	250,000.00	75700 Training, Workshops and Conference 71200 International Consultants 71300 Local Consultants
Output 2. Complementary ongoing Risk Communication Strategies for sustained community engagement and cooperation are supported	Subtotal of Output/Result 1	39,915,000.00	12,700,000.00	52,615,000.00	
Output 2. Complementary ongoing Risk Communication Strategies for sustained community engagement and cooperation are supported	2.1 Co-create targeted messages disbursed through a range of mediums including television, radio, digital platforms such as social media, print media, at the community level and elsewhere leveraging Government at State Levels, Local Governments, Civic Leaders, women's organisations and networks, youth organisations, Religious and Traditional Leaders, creative sector influencers to enhance public awareness, sensitization and buy-in;	350,000.00	200,000.00	550,000.00	74100 Professional Services 71200 International Consultants 71300 Local Consultants
	2.2 Technical support provided to ensure risk communication and community engagement messages are contextualised to reach vulnerable groups including women, persons living with disabilities, the elderly, PLHIV and other marginalised groups;	100,000.00	100,000.00	200,000.00	71200 International Consultants 71300 Local Consultants
	2.3 Provide technical and logistical support to the NCDC and the Presidential Task Force on COVID-19 in developing and	100,000.00	100,000.00	200,000.00	71200 International Consultants 71300 Local Consultants

	packaging messages on mitigation of risk and recovery post COVID-19;								
	2.4 Provide training support on Risk Communication and Community Engagement for key stakeholders;	100,000.00	100,000.00	100,000.00	200,000.00			75700 Training, Workshops and Conference 71200 International Consultants 71300 Local Consultants	
	2.5 Conduct regular analysis and assessments to monitor and evaluate impact of messaging and adjust as required.	100,000.00	100,000.00	100,000.00	200,000.00			71200 International Consultants 71300 Local Consultants	
	Subtotal of Output/Result 2	750,000.00	600,000.00	1,350,000.00					
Output 3- Development of tailored and decentralized response strategies at state-level aligned to the coordinated framework at the Federal level is supported	3-1 Provide technical support to States and Local Governments to develop COVID-19 contingency and response plans tailored to the local context and aligned to the broader Federal level plan;	300,000.00	240,000.00	540,000.00				71200 International Consultants 71300 Local Consultants	
	3-2 Provide integrated support packages to the implementation of State and Local Government contingency and response plans.	1,500,000.00	1,200,000.00	2,700,000.00				72300 Materials and Goods 71200 International Consultants 71300 Local Consultants	
	Subtotal of Output/Result 3	1,800,000.00	1,440,000.00	3,240,000.00					
Output 4- Access to essential health services maintained	4-1 Provide support for continued essential health services including reproductive and maternal health care, through the deployment and protection of medical personnel, medicines, diagnostics, PPEs, and rehabilitation of WASH and other essential facilities;	2,000,000.00	3,000,000.00	5,000,000.00				72100 Contractual Services-Companies 71200 International Consultants 71300 Local Consultants	
	Subtotal of Output/Result 4	2,000,000.00	3,000,000.00	5,000,000.00					
Output 5- Pro-active gender-responsive early recovery, social protection and cohesion, and GBV response is enhanced, targeting vulnerable groups supported	5-1 Conduct COVID-19 gender sensitive political, social, economic, environmental, conflict, and security impact analysis to inform policy options for health responses, economic recovery, social safety nets system, prevention of recurrence, mitigation of conflict and other elements;	150,000.00	150,000.00	300,000.00				71200 International Consultants 71300 Local Consultants 74200 Audio Visual&Print Prod Costs	
	5-2 Initiate socio-economic measures, such as cash transfers, food distribution, employment generation, livelihood opportunities, support to SMEs community cohesion, psychosocial support including other social protection measures to vulnerable groups, particularly women and women-headed households;	8,500,000.00	7,252,000.00	15,752,000.00				72600 Grant 71600 Travel 71300 Local Consultants	
	5-3 Supporting manufacturing and distribution agents in country who are engaged with essential medical supplies such as disinfectants, hand sanitizers, masks and medical equipment;	1,200,000.00	1,000,000.00	2,200,000.00				72600 Grant 71600 Travel 71300 Local Consultants	
	5-4 Support the activation of gender-inclusive conflict early warning systems and their repurposing for detection and referral of COVID-19 related tensions;	200,000.00	200,000.00	400,000.00				71200 International Consultants 71300 Local Consultants 74200 Audio Visual&Print Prod Costs	
	5-5 Support communication activities focused on SGBV prevention.								

15

Subtotal of Output/Result 5		10,050,000.00	8,602,000.00	18,652,000.00	
Output 6. Coordination of partnerships and mobilization of resources for collective response are improved	6.1 Provide technical and operational support to the Presidential Task Force on COVID-19 response;	100,000.00	100,000.00	200,000.00	74200 Audio Visual&Print Prod Costs 75700 Training, Workshops and Conference 72500 Supplies 71200 International Consultants 71300 Local Consultants
	6.2 Provide technical support to UNCT/HCT coordination mechanisms to effectively support the national COVID-19 response including resource mobilisation and partnership development;	50,000.00	39,031.10	89,031.10	74200 Audio Visual&Print Prod Costs 75700 Training, Workshops and Conference 72500 Supplies 71200 International Consultants 71300 Local Consultants
	6.3 Manage the UN joint Basket Fund for COVID-19 response.	50,000.00	50,000.00	100,000.00	74200 Audio Visual&Print Prod Costs 75700 Training, Workshops and Conference 72500 Supplies 71600 Travel 71200 International Consultants 71300 Local Consultants
	Subtotal of Output/Result 6	200,000.00	189,031.10	389,031.10	
Project Management Cost	Project Manager (P4)	304,922.00	304,922.00	609,844.00	71400 Contractual Services - Individ
	Grant Administrator (NOB)	93,355.00	93,355.00	186,710.00	62300 Recurrent Payroll Costs-IP Stf
	Project Finance Specialist (NOC)	118,488.00	118,488.00	236,976.00	71500 UN Volunteers
	Project Logistics Associate (NOA)	71,874.00	71,874.00	143,748.00	71200 International Consultants
	Admini Finance Associate (NOA)	71,874.00	71,874.00	143,748.00	71300 Local Consultants
	Monitoring, Evaluation and Reporting Officer (NOC)	118,488.00	118,488.00	236,976.00	72500 Supplies
	Procurement Analyst (NOB)	93,355.00	93,355.00	186,710.00	71600 Travel
	Drivers (2) (SB-1)	40,000.00	40,000.00	80,000.00	74400 Miscellaneous Operating Expenses
	Office supplies and ICT equipment	265,506.00	300,000.00	565,506.00	
	Subtotal Project Management cost	1,177,862.00	1,212,356.00	2,390,218.00	
M&E and Communication Cost	Visibility & Communication	100,000.00	150,000.00	250,000.00	74400 Miscellaneous Operating Expenses 71200 International Consultants 71300 Local Consultants
	Monitoring, Evaluation, Audit and Reporting	66,250.00	100,000.00	166,250.00	72500 Supplies 71600 Travel 74100 Professional Services 71200 International Consultants 71300 Local Consultants
Subtotal of M&E		166,250.00	250,000.00	416,250.00	
Subtotal of (1+2+3+4+5+6+PMC+M&E)		56,059,112.00	27,993,387.10	84,052,499.10	
Contingency (3%)		1,681,773.36	839,801.61	2,521,574.97	
Subtotal of (1+2+3+4+5+6+PMC+M&E+ Contingency)		57,740,885.36	28,833,188.71	86,574,074.07	
General Management Support (8%)		4,619,270.83	2,306,655.10	6,925,925.93	
GRAND TOTAL		62,360,156.19	31,139,843.81	93,500,000.00	

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Risk Management

Risk	Type of Risk	Impact and Probability (1 low and 4 High)	Mitigating measures
The security situation is volatile in large parts of the country and could delay implementation and activities including changes in the course of the COVID-19 pandemic	Security	P=4 I= 4	<ul style="list-style-type: none"> ➤ Close coordination with the authorities, including the security sector to mitigate risk. ➤ Flexible programming to allow scale up/down of activities and resources in different areas. ➤ Put in place arrangements for medical evacuations.
Lack of access due to insecurity	Security	P=4 I= 4	Negotiations with military, formal and informal authorities and community leaders to secure a safe environment for implementing partners and community members themselves. UN and UNDP have close contacts with the actors mentioned in view of their involvement in the Stabilisation in the Lake Chad Basin and in other hotspots in Nigeria.
Delay in the procurement and delivery of essential items in a timely fashion.	Operational	P=2 I=2	Promote and lobby about vulnerability to persuade African Union (AU), regional and global teams of the importance of timely support to Nigeria
Insufficient buy-in of key stakeholders	Political	P=1 I=1	Political advocacy, and extensive consultations at local, state, national and regional level to ensure that all perspectives are as much as possible aligned.
Operational (procurement, payments, logistics)	Operational	P=2 I= 2	Advance planning of procurement and logistics as well as of implementation modalities on the ground Use of established and tested implementation modalities in target areas.
Misappropriation or misuse of resources	Political/ operational/ security	P=2 I= 2	UNDP will be responsible for procurement, financial management and distribution of resources, in close collaboration with MOH, NCDC and PTF who consider the COVID crisis response as an absolute political priority
COVID-19 infections among staff members	Operational	P=4 I= 4	<ul style="list-style-type: none"> ➤ Regular Staff sensitization; ➤ UN Clinic is better equipped to address; ➤ Isolation facility in place for UN Personnel and dependents; ➤ Staff to ensure compliance with national plan on dealing with infections. Working from home/ avoiding meetings with external parties unless absolutely necessary; ➤ Non-essential travels/ missions suspended; constant sharing of information on preventive measures and the application of social distancing at work and home/everywhere; ➤ Regular information sharing on preventive measures; ➤ Encourage staff to educate their families on preventive measures; ➤ The office to keep providing sanitizers and wipes for staff use in the office. ➤ Explore alternatives with partners to minimize disruption; ➤ Conduct joint contingency plan with partners; ➤ Conduct regular consultations and request partners inform of changes of operations in advance
Implementing Partners suspend their operations	Operational	P=3 I= 3	

FRAMEWORK AGREEMENT IN THE
FIELD OF DEVELOPMENT
COOPERATION

BETWEEN

THE GOVERNMENT OF NORWAY

AND

UNITED NATIONS DEVELOPMENT
PROGRAMME

Contents

ARTICLE I	Scope and Objectives
ARTICLE II	Contribution
ARTICLE III	Programming of Funds
ARTICLE IV	Monitoring, Review and Evaluation
ARTICLE V	Progress Reporting on Results and Finances
ARTICLE VI	Certified Financial Statements
ARTICLE VII	Audit
ARTICLE VIII	Procurement
ARTICLE IX	Conflict of Interests
ARTICLE X	Recognition
ARTICLE XI	Property and Equipment
ARTICLE XII	Public Access to Intellectual Property
ARTICLE XIII	Annual Consultations
ARTICLE XIV	Financial irregularities
ARTICLE XV	Reservations
ARTICLE XVI	Final Provisions

The Government of Norway (hereinafter referred to as "Norway") and the United Nations Development Programme (hereinafter referred to as "UNDP"), (hereinafter collectively referred to as the "Parties"), desiring to further strengthen their cooperation for the purpose of implementing activities which are consistent with and supportive of UNDP's mandate and Strategic Plan, including organisation-wide results framework, hereby agree as follows:

ARTICLE I

Scope and Objectives

1. This Framework Agreement covers non-core contributions, as described in Article II, from the Ministry of Foreign Affairs (hereinafter referred to as "the Ministry"), from the Norwegian Agency for Development Cooperation (Norad), and other Ministries and their subordinate agencies if deemed relevant to UNDP, setting forth the general terms and conditions for such support. Contribution to UNDP's regular resources is not to be covered under this Framework Agreement. This Framework Agreement shall replace the previous Framework Agreement in the field of Development Cooperation between the Norway and UNDP dated 2 December 2003.
2. Programme activities under this Framework Agreement shall be selected, designed and implemented in line with the Strategic Plan approved by the Executive Board of UNDP as well as the relevant policy decisions and guidelines. Thematic support (Type A, below) and other multi-donor support (Type B, below) are preferred modalities for support.
3. Programme activities to be implemented under this Framework Agreement through non-core contributions, in accordance with the directives outlined by the Executive Board of UNDP, are:
 - A: Thematic support at global, regional or country level (Type A: support),
 - B: Earmarked contributions to programmes/projects funded by Norway together with other donors e.g. through multi-donor trust funds or other co-financing modalities (Type B: support),
 - C: Earmarked contributions to programmes/projects funded by Norway as single-donor (Type C: support).
4. The Parties will enter into a separate agreement for each specific contribution, setting forth the specific terms and procedures for such contribution.

Type A: thematic support at global level will be regulated in a Programme Cooperation Agreement (PCA), while Type A: thematic support at regional and country level will be regulated in a specific agreement ("specific agreement").

Type B: support and Type C: support will be regulated in a specific agreement based on agreed templates unless covered by the PCA. A PCA may also include global "Type B" and "Type C: support".

5. The Parties shall strive to ensure that there are no discrepancies between this Framework Agreement and the PCA or the specific agreement. In exceptional cases, the Parties may agree to deviate from specific clauses in the Framework Agreement. If such discrepancies do occur, then the terms of the PCA or specific agreement shall prevail. Should such discrepancies be unintentional, the Parties shall in good faith consult, and if necessary make the required amendment to the PCA/specific agreement.
6. The overall objective of this Framework Agreement is to support the realization of international development goals in developing countries through the work of UNDP and based on the guidance provided in the Quadrennial Comprehensive Policy Review (QCPR). A specific results framework will be included in each PCA/specific agreement.
7. UNDP shall receive and administer support under this Framework Agreement in accordance with UNDP's financial regulations and rules, applicable resolutions of the General Assembly and decisions of UNDP's Executive Board.

ARTICLE II

Contribution

1. Norway shall, subject to Parliamentary appropriations, and on the terms and procedures set out or referred to herein and in the relevant PCA/specific agreement, make available financial contributions to be used exclusively to finance the activities described in or referred to in the PCA/specific agreement.

Based on proposals from UNDP, Norway shall, in the PCA also include the distribution among result areas in the Strategic Plan.

2. Contributions will cover, in addition to direct costs of the activities concerned, expenses for administrative and technical backstopping at the level approved by the Executive Board (the cost-recovery rate). The level will be reflected in the PCA/specific agreement as well as in the financial statements.
3. Disbursement of the contributions will be undertaken upon written requests from UNDP in instalments based on the documented financial need of the activities and

shall take into account that payment shall be made in advance of the implementation of planned activities. Instalments will take place annually or more frequently as agreed in the PCA/specific agreement.

- A: for Type A: Support, contributions shall, unless otherwise agreed, be disbursed to UNDP's General Account upon receipt and assessment of relevant reports as referred to in Articles V, Clause 4 and VI, Clause 1, a)
 - B: for Type B: Support, contributions shall be disbursed to an account specified in the specific agreement upon request from UNDP and receipt and assessment of relevant reports by Norway, as referred to in Articles V, Clause 5, as well as VI, Clause 1, a)
 - C: for Type C: Support, contributions shall be disbursed to an account specified in the specific agreement upon request from the Organisation and receipt and assessment of relevant reports by Norway, as referred to in Articles V, Clause 6 , and VI, Clause 1, a)
4. Norwegian contributions shall be made and transferred in Norwegian Kroner (NOK). UNDP shall acknowledge in writing receipt of contributions in Norwegian Kroner as well as the equivalent amount in US dollars at the United Nation operational rate of exchange applicable on the date of each transaction.
 5. UNDP shall administer and account for the funds in accordance with its Financial Regulations and Rules. All financial commitments and expenditure incurred by UNDP with respect to activities financed under this Framework Agreement shall be expressed in US dollars at the United Nations operational rate of exchange applicable on the date of each transaction.
 6. The Parties agree that interest resulting from any contribution hereunder shall be retained by the UNDP and form part of its regular resources, as provided under UNDP's Financial Regulations and Rules.

ARTICLE III

Programming of Funds

1. Contributions to activities under Article I, Clause 3, A shall be allocated on the basis of the organisation-wide or country-specific results framework, as applicable.
2. Contributions to activities under Article I, Clause 3, B or C shall be allocated on the basis of programme/project-documents/proposals or similar submitted by UNDP

3. The programme/project-documents/proposals shall contain a results framework and an accompanying description of risk management. UNDP shall prepare annual results-based work plans and results and cost-based budgets. The plans and budgets shall be discussed with Norway as specified in the PCA/specific agreement. For global type A support the work plan shall consist of the organisation-wide results framework.
4. Activities at country level shall, unless otherwise agreed, be in line with national priorities and plans as reflected in the United Nations Development Assistance Framework or other relevant framework. The Parties agree that the relevant programme country government should, whenever relevant, include any transfer of cash by UNDP to the government, which is financed from contributions made hereunder, in its national budget.
5. To maximize the development effectiveness of activities to be financed under the Framework Agreement, UNDP shall participate in joint analysis and reviews undertaken by the UN Country Team, and pursue collaboration and partnerships with relevant development partners, regardless of source of funding.

ARTICLE IV

Monitoring, Review and Evaluation

1. Norway and UNDP shall promptly inform each other about any condition/event/situation which interferes or threatens to interfere with the successful implementation of any activity financed in full or in part by Norway.
2. UNDP shall be responsible for the monitoring and regular review of activities carried out under this Framework Agreement. For activities under Article I, Clause 3, B and C above, the cost of monitoring and review shall constitute a direct cost to the programme and, therefore, will be paid from the relevant contribution.
3. The evaluation of programmes hereunder shall be subject to the provisions of the UNDP Evaluation Policy as from time to time approved or amended by UNDP's Executive Board.
4. Unless otherwise decided by UNDP's Executive Board, final evaluation reports and management responses, as applicable, are publicly disclosed by UNDP at <http://www.UNDP.org/evaluation/> (or at such other URL as UNDP from time to time may decide).
5. UNDP shall each year, in connection with the annual consultations referred to in Article XIII below, inform Norway about the schedule for reviews and evaluations planned for the following twelve (12) months.

6. Terms of reference for reviews of types B and C: activities, shall be forwarded to Norway at least four (4) weeks in advance for comments. Norway may be invited to participate in the review activities.
7. UNDP shall forward without undue delay to Norway any review and/or evaluation report pertaining to activities funded under this Framework Agreement, or inform Norway that such report is available at UNDP's website, as referred to in Clause 4 above.
8. Norway may, separately or jointly with other partners, take the initiative to evaluate or review its cooperation with UNDP under this Framework Agreement, with a view to determining whether results are being or have been achieved and whether contributions have been used for their intended purposes. UNDP shall be informed about such initiatives and may be invited to join. UNDP shall upon request assist in providing relevant information within the limits of its regulations and rules. All major costs shall be borne by Norway, unless otherwise agreed.

ARTICLE V

Progress Reporting on Results and Finances

1. UNDP shall prepare progress reporting on results and finances. The reporting shall cover the entire activity, not only the Norwegian contribution and display status compared to the previous period.
2. Progress reporting on results shall:
 - compare actual outputs with planned outputs and analyse how these outputs contribute to expected outcomes of the programme/project activities.
 - include information on how financial resources have been distributed among the outcomes and outputs achieved, based on the format of UNDP's organization-wide, country specific or programme/project specific results framework, as applicable,
 - explain major deviations from plans and problems encountered,
 - include a brief account of materialised internal and external risk factors to the programme/project and how these have been handled, and
 - include other information, as relevant, related to the successful implementation of the activities.
3. Progress reporting on finances shall include;
 - For type A support; Information on allocations from regular resources and all forms of other resources as well as an overview of the amount received in thematic funding per donor as well as the total amount of cost recovery.
 - For type B support; Information on income from all donors and actual expenditure including the total amount of cost recovery for the previous

calendar year comparable to the approved cost-based budget for such previous period.

- For type C support; Information on the amounts received from the contribution and actual expenditure including the total amount of cost recovery for the previous calendar year compared to the approved cost-based budget for such previous period.
- 4. For activities under Article I, Clause 3, A above, UNDP shall provide the above specified information in annual thematic reports at the appropriate level.
- 5. For multi-donor activities under Article I, Clause 3, B above, UNDP shall provide the above specified information in common annual reports.
- 6. For single-donor activities under Article I, Clause 3, C above, UNDP shall provide the above specified information in an annual report one month before the annual consultation, or if such a meeting is not held, by 30 of June each calendar year, but in no case earlier than 31 March of each calendar year.
- 7. For activities under Article I, Clause 3, B and C above, UNDP shall prepare a final report no later than six (6) months after programme/project completion or termination of the specific agreement. The final report shall give a summary of actual outputs compared to planned outputs for the entire period and analyse how these outputs contribute to the outcomes and impact of the programme/project and reporting on finances as referred to in Clause 3 above.
- 8. Norway may request additional information at any time. Such information shall be provided in a timely manner, and to the extent possible within 30 days of the request.

ARTICLE VI **Certified Financial Statements**

1. For all Norwegian contributions under this Framework Agreement, UNDP will submit to Norway:
 - (a) One annual financial statement with regard to the Contribution certified by an authorized official of UNDP as of 31 December of the year in question, to be submitted no later than 30 June of the following year;
 - (b) For B and C support; One final financial statement certified by an authorized official of UNDP to be submitted no later than 30 June following the year in which the programme/project was financially completed.

2. All statements referred to under this Article will be expressed in US dollars. In the event that other donors contributed to the Programme (e.g. in the case of Type B: support), the statements will be consolidated, specifying the Contribution from each donor.

ARTICLE VII Audit

1. External and Internal Audit of UNDP:

Any contribution transferred hereunder shall be subject exclusively to the provisions on external and internal audit provided for in UNDP's Financial Regulations and Rules as well as its financial policies and procedures.

2. Audit of Implementing Partners:

The part of any contribution transferred by UNDP to implementing partners for activities towards the implementation of the programme shall be audited as provided under UNDP's Financial Regulations and Rules as well as its financial policies and procedures. Such audits are performed by external audit professionals designated by UNDP or by a government's supreme audit institution. It is understood that the external audit professionals may be either individual or corporate persons (such as an audit or accounting firm).

3. Disclosure of external audit reports prepared by the United Nations Board of Auditors on the audit of the financial statements of UNDP:

(a) The reports on the audits of the financial statements of UNDP by the United Nations Board of Auditors become public documents by reason of being transmitted through the Advisory Committee (*i.e.* the Advisory Committee on Administrative and Budgetary Questions, or "ACABQ") to the United Nations General Assembly.

(b) External audit reports of UNDP will be publicly disclosed by the United Nations Board of Auditors at <http://www.un.org/en/auditors/board/reports.shtml>, or at such other URL as the Board of Auditors may from time to time decide and at the website of UNDP's Executive Board.

4. Disclosure of Internal Audit Reports:

- 4.1 Unless the Executive Board otherwise decides, internal audit reports shall be publicly disclosed by UNDP's Director, Office of Audit and Investigation, subject to the limitations contained in the relevant decisions of the Executive Board.

4.2 Internal audit reports shall be publicly disclosed by UNDP's Director, Office of Audit and Investigation at <http://audit-public-disclosure.undp.org> or at such other URL as the Director, Office of Audit and Investigations from time to time may decide.

4.3 For purposes of this Article VII, the term "internal audit report" shall mean the final report resulting from an audit issued by the Director, Office of Audit and Investigation, to the UNDP Administrator and the auditees for their consideration and for the implementation of recommendations, unless otherwise defined in any policy approved by UNDP's Executive Board.

5. Disclosure of Audit Reports concerning Implementing Partners:

5.1. Upon request, UNDP shall provide Norway with summaries of available audit reports that cover programmes implemented by national institutions or NGOs and that are in receipt of funding from Norway.

5.2. Upon written requests, audit reports prepared by external audit professionals designated by UNDP and audit reports prepared by a government's supreme audit institution, on the activities of an implementing partner towards the implementation of programmes, will be disclosed by UNDP to Norway. Such written requests shall be in a standard form and format as from time to time decided by UNDP.

5.3 It is understood that disclosure as provided in Clause 5.2 of this Article shall be contingent upon UNDP having obtained written consent to such disclosure from the Implementing Partner.

6. Norway may reasonably request additional explanations or consultations at any time. Additional explanations shall be provided in a timely manner and, to the extent possible within 30 days of the request, subject to UNDP's regulations, rules, policies and procedures.

ARTICLE VIII

Procurement

In implementing the activities financed under this Framework Agreement, UNDP shall effect all procurement of goods and services in accordance with UNDP's policies, rules and procedures for procurement. UNDP will engage in international competitive bidding as its preferred procurement method and, make reasonable efforts to encourage the participation of local suppliers in the relevant developing countries when procuring goods and services.

ARTICLE IX

Conflict of Interests

1. The Parties agree that it is important to take all necessary precautions to avoid conflicts of interest and corrupt practices. To this end, UNDP shall continue to maintain standards of conduct that govern the performance of its staff, including the prohibition of conflicts of interest and 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 UNDP's Financial Regulations and Rules, and UNDP's Procurement Procedures.

2. In accordance with United Nations Staff Regulation 1.2, a "conflict of interest occurs when, by act or omission, a staff member's personal interests interfere with the performance of his or her official duties and responsibilities or with the integrity, independence and impartiality required by the staff member's status as an international civil servant. When an actual or possible conflict of interest does arise, the conflict shall be disclosed by staff members to their head of office, mitigated by the Organization and resolved in favour of the interests of the Organization."

ARTICLE X

Recognition

UNDP shall make every effort to ensure that publications and communications hereunder, press releases or other information material issued by UNDP with respect to any activity financed under the Framework Agreement, clearly indicate that the activities in question have received funding from Norway in all cases subject to security and safety considerations of UNDP.

ARTICLE XI

Property and Equipment

The ownership of assets paid for in whole or in part from the contributions under this Agreement shall be determined by reference to UNDP's regulations, rules, policies and procedures. The transfer of ownership of such assets by UNDP shall also be done in accordance with UNDP's regulations, rules, policies and procedures, and, as applicable, in accordance with UNDP's agreements concluded with the relevant host Government and any implementing partners.

ARTICLE XII

Public Access to Intellectual Property

1. Unless otherwise provided for in UNDP's regulations, rules, policies and procedures or UNDP's agreements concluded with the relevant host Government and/or any implementing partners, intellectual property produced as a result of activities financed in whole or (without prejudice to other funding arrangements) in part from contributions under this Agreement, shall be managed in a way that maximizes their public accessibility and allows the broadest possible use. Published reports produced as a result of activities financed in whole or in part from contributions under this Agreement shall, as far as possible and appropriate, be placed in the public domain for non-commercial use.
2. Transfer of ownership of such intellectual property by UNDP shall be done in accordance with UNDP's regulations, rules, policies and procedures, and, as applicable, in accordance with UNDP's agreements concluded with the relevant host Government and any implementing partners also in the spirit of securing them as a common global good.

ARTICLE XIII

Annual Consultations

1. For support governed by a PCA, UNDP and Norway shall hold annual consultations. Unless otherwise agreed, UNDP shall convene and chair the consultations, which shall be held at a mutually agreed date and place. UNDP shall draft agreed minutes of the meeting and submit these within three weeks to Norway for comments and approval. Each Party shall bear their own costs for participating in such consultations.
2. The consultations shall deal with the following issues:
 - i) exchange of views on major strategic issues;
 - ii) review of results of the activities implemented during the previous year, progress and challenges in ongoing activities, as well as the financial situation; and
 - iii) review of relevant evaluations.
3. For Type A, B, and C support not covered by a PCA, consultations will be specified in the specific agreement.

ARTICLE XIV

Financial irregularities

1. The Parties have a zero tolerance for fraud, corruption and any other financial irregularities. The zero tolerance policy applies to all staff members, consultants and other non-staff personnel, institutional contractors, implementing partners and beneficiaries of the grant funds.
2. Both Norway and UNDP are firmly committed to prevent, detect and manage fraud, corruption and other financial irregularities. Consistent with the UN Charter, the Standards of Conduct for the International Civil Service, the United Nations Staff Rules and Regulations, and UNDP's financial rules and regulations and procurement policies, UNDP will use reasonable efforts to ensure that the utilization of the Contribution conforms to the highest standard of ethical conduct and that every part of UNDP, as well as all individuals acting on behalf of UNDP, observe the highest standard of ethics and integrity.
3. UNDP, in accordance with its regulations, rules and directives, will ensure that any allegations of fraud, corruption and other financial irregularities in connection with the implementation of programmes/projects under this Framework Agreement are reported to the Office of Audit and Investigations (OAI) in a timely and accurate manner. Credible allegations will be investigated by OAI and assessed in accordance with its regulations, rules, policies and procedures. OAI will give notification on a confidential basis to the Director of the Foreign Service Control Unit, Ministry of Foreign Affairs of any investigations or action that it is undertaking or proposes to undertake in relation to allegations of fraud, corruption and other financial irregularities involving any activities funded in whole or in part with contributions made under this Framework Agreement, to the extent that such notification is consistent with OAI's regulations, rules, policies and procedures, protecting the probity and confidentiality of investigations and the due process rights of those under investigation. UNDP shall keep the Foreign Service Control Unit regularly informed of results of the implementation of such actions, including where relevant, details of any recovery of funds
4. The Parties may in addition exchange information in accordance with the Memorandum of Understanding between the Foreign Service Control Unit in the Ministry and the OAI of UNDP.
5. Following the conclusion of any investigation which identifies fraud, corruption and other financial irregularities, involving any activities funded in whole or in part with contributions made under this Framework Agreement, UNDP will;
 - a) Use reasonable efforts to recover any part of the contributions, which OAI has established as being diverted through fraud or corruption;

- b) In connection with (a) above, in consultation with the UN Office of Legal Affairs, give proper consideration to referring the matter to the appropriate authorities of the UN member state where the fraud, corruption or other financial irregularities is believed to have occurred and;
 - c) Assess and apply appropriate risk mitigating actions, including the option to withhold payment(s) to operations affected by financial irregularities where the risks of financial irregularities impacting the delivery of results within the activity remains high;
 - d) Undertake the relevant administrative proceedings through the UNDP Legal Support Office or the Vendor Review Committee, as appropriate;
 - e) Ensure repayment to Norway in accordance with Article XV, Clause 2 below.
6. In the event that Norway reasonably believes that timely and appropriate action has not been taken, it may request direct consultations at a senior level between Norway and UNDP in order to obtain assurance that UNDP's oversight and accountability mechanisms have been and are being fully applied in connection with such suspicions.

Article XV Reservations

1. Norway reserves its right to withhold disbursement in full or in part to an activity
 - if affected by credible allegations of fraud, corruption and any other financial irregularities that risk impacting the delivery of results within the activity
 - if contractual and/or reporting and accounting obligations are not met
 - if there are substantial deviations from agreed plans and budgets, if the programmes/projects develops unfavorably in relation to goal and objectives while paying due attention to the risk for not achieving results in complex development situations.
2. In the event that any part of the contribution is determined by UNDP to have been lost due to fraud, corruption or any other financial irregularities, such loss will be dealt with in accordance with the applicable financial regulations, rules, policies, procedures and directives of UNDP. Further, in respect of such amount which UNDP has been able to recover regarding programmes/projects or activities, such amount will be returned to the programme/project or activities for which the contribution was intended, and where the programme/project or activities for which the contribution was intended has or have been concluded or terminated, the Parties shall consult to decide whether the amount shall be re-programmed at Norway's instructions or returned to Norway at such bank account as determined by Norway on a pro rata basis as applicable. In respect of such amount that has

not been recovered, UNDP shall do its utmost to maintain its efforts to recover such funds. UNDP agrees to continue consultations with Norway and members of the Executive Board, with a view of determining a mutually agreeable solution, and in the interim, agree to discuss such issues on a case by case basis.

3. Before withholding any disbursements or claiming repayment, the Parties shall consult with a view to reaching a solution to the matter.

ARTICLE XVI

Final Provisions

1. This Framework Agreement shall enter into force upon signature by both Parties.
2. Nothing in the present Framework Agreement shall be understood as a waiver of the immunities and privileges of the United Nations of which UNDP is an integral part.
3. This Framework Agreement may be amended through an addendum between the Parties, following appropriate consultations.
4. This Framework Agreement shall remain in force unless terminated by mutual agreement, or by one Party providing to the other Party a written notice of termination. Upon termination of this Framework Agreement, and unless otherwise mutually agreed by the Parties, the Framework Agreement shall remain in force with respect to any PCA/specific agreements entered into prior to the termination of the Framework Agreement as long as any of these agreements are in force.
5. Any unspent balance of the total contribution under any PCA or specific agreement that remains after the financial closing of the relevant programme/project or upon termination or completion of the PCA or other agreements financed under this Framework Agreement that total less than NOK 500 (Norwegian Kroner Five Hundred), shall be credited to UNDP's regular resources. Any balance exceeding that amount shall be returned to Norway, net of all fees, charges and foreign exchange losses.
6. Any dispute, which may arise between the Parties as to the interpretation, application or performance related to this Framework Agreement or any PCA/specific agreement under this Framework Agreement, shall be settled by negotiation.

IN WITNESS WHEREOF the undersigned, acting on behalf of their respective Parties, have signed this Framework Agreement in two originals in the English language.

Done in Oslo, 14 December 2015

Tone Slager

For the Government of Norway

[Signature]

For the United Nations Development Programme