

UNFPA

NGA-2064  
NGA-21/0002V12-22  
TRVO  
Trygve Aurdal-Vold

Jm = 410/2022

## SPECIFIC AGREEMENT

1. Name of Programme:	Advancing Access to Comprehensive Sexual and Reproductive Health and Rights of Adolescent Girls and Women as described in the Programme Document dated 7 November 2022 (hereinafter the "Programme")																						
2. Agreement number	UN ref. no: N/A, the Donor ref. no NGA-2064, NGA-21/0002																						
3. Agreement Start Date:	Upon entry into force in accordance with paragraph 24, below.																						
4. Support Period	From 1 December 2022 to 1 December 2025																						
5. Agreement End Date:	<p>The Agreement shall expire on 31 December 2025 with the completion of the Programme. 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 Programme have been met.</p> <p>The Recipient shall notify the Donor when all activities related to the Programme have been completed.</p>																						
6. Donor:	The Norwegian Ministry of Foreign Affairs																						
7. Recipient:	United Nations, UNFPA																						
8. Contribution Currency/Amount:	Not exceeding NOK 48 Million																						
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 checked="" type="checkbox"/> The Contribution will be transferred in accordance with the following indicative disbursement plan: <table border="1" data-bbox="651 1153 1401 1541"> <thead> <tr> <th></th> <th>Tentative payment due date</th> <th>Currency/Amount</th> <th>UN Coordination levy (1%)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>November 2022</td> <td>NOK 15,559,634.79</td> <td>NOK 440,365.21</td> </tr> <tr> <td>2.</td> <td>November 2023</td> <td>NOK 16,000,000</td> <td></td> </tr> <tr> <td>3.</td> <td>November 2024</td> <td>NOK 16,000,000</td> <td></td> </tr> <tr> <td></td> <td>Total</td> <td>NOK 47,559,634,79</td> <td>NOK 440,365.21</td> </tr> </tbody> </table> <p><input type="checkbox"/> The full amount of the Contribution will be transferred upon entry into force of this Agreement.</p>				Tentative payment due date	Currency/Amount	UN Coordination levy (1%)	1.	November 2022	NOK 15,559,634.79	NOK 440,365.21	2.	November 2023	NOK 16,000,000		3.	November 2024	NOK 16,000,000			Total	NOK 47,559,634,79	NOK 440,365.21
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9.a. Coordination Levy: (Only applicable to tight earmarked support, please see the Operational Guidance for Implementing the Coordination Levy)	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 Recipient 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 the Recipient until transfer to the United Nations Secretariat for deposit into the																						

	<p>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 Recipient to the United Nations Secretariat, the Recipient 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 Recipient's cost recovery and is additional to the costs of the Recipient to implement the activity or activities covered by the contribution. Accordingly, there is no normal obligation for the Recipient to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by the Recipient. 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 Recipient. The responsibility to refund the levy lies with the United Nations Secretariat, and not with the Recipient.</p> <p>The coordination levy for this agreement is NOK 440,365,21. The tentative payment schedule, refer to article 9, provides the breakdown of the disbursements of the coordination levy and the payments of the contribution.</p>
10. UNFPA Bank Account:	<p>Bank name: Den Norske Bank  Bank address: Kirkegt 21, OSLO-1, Norway  Account title: UNFPA Contributions NOK Account  Account No.: 70010243996  IBAN/SWIFT: NO0970010243996</p>
11. Recovery Rate for Indirect Costs:	8 % of the Contribution charged on the basis of the total expenses incurred from the Contribution.
12. Programme Description and Budget	The Programme description and budget are included in Annex I.
13. Remittance Advice to be sent to:	<p>rmb@unfpa.org  Number : +1-212 297- 5021  Resource Mobilization Branch  New York</p>
14. Confirmation of Remittance Receipt to be sent to:	<p>rmb@unfpa.org  Number : +1-212 297- 5021  Resource Mobilization Branch  New York</p>

15. Consultations:	<input checked="" type="checkbox"/> Annual, tentatively in month of September. <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 Programme b) discuss possible revisions of plans and budgets c) discuss issues of special concern for the implementation of the Programme.  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:	N/A
17. Contact Persons:	(a) <u>For the Donor:</u> Name: Trygve Aurdal-Vold Title: First Secretary Email: Trygve.Aurdal-Vold Telephone: +234 8023566182  (b) <u>For the Recipient:</u> Name: Adeela Khan Title: Technical Specialist: Maternal & Reproductive Health Email: adkhan@unfpa.org Telephone: +234 815 086 9673
18. Annexes:	Annex I: Programme 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 "Parties"), in accordance with the terms of this Specific Agreement and the Framework Agreement for the Programme activities as specified in the Programme description document.	
20. In the event that the Contribution is disbursed by the Donor subject to a tentative payment schedule as set out 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 Programme 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 Programme. If payments are not received in accordance with the payment schedule, the Recipient reserves the right to reduce, suspend or discontinue the Programme.

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.

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 Programme 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 Programme, 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 Programme, including in respect of any implementing partners, contractors, subcontractors, consultants or suppliers.

23. Any unspent funds that according to the Framework Agreement shall be repaid to the Donor, shall be marked: "Unused funds from: (specify agreement number), (specify agreement name), and repaid to the following bank account:

Name of the account: The Ministry of Foreign Affairs, DNB NOR ASA, 0021 OLSO, Norway  
Account no.: 7694 05 12618  
Swift/BIC code: DNBANOKK

The Recipient shall inform the Donor when a repayment is made via e-mail message with remittance information to \_\_\_\_\_ stating the agreement number.

24. This Specific Agreement will enter into force on the date it is signed for and on behalf of both Parties.

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.

**FOR THE NORWEGIAN MINISTRY  
OF FOREIGN AFFAIRS:**

Signature: Knut Eiliv Lein

Title: Ambassador/Knut Eiliv Lein

Date: 1/12-22

**FOR THE UNITED NATIONS POPULATION FUND:**

Signature: Ulla Mueller

Title: Representative/Ulla Mueller

Date: 1/12-2022

FRAMEWORK AGREEMENT IN THE  
FIELD OF DEVELOPMENT  
COOPERATION

BETWEEN

THE GOVERNMENT OF NORWAY

AND THE

UNITED NATIONS POPULATION  
FUND

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

## ARTICLE I Scope and Objectives

1. This Framework Agreement in the Field of Development Cooperation (hereinafter referred to as this "Framework Agreement") covers non-core contributions, as described in Article II, from the Norwegian Ministry of Foreign Affairs (hereinafter referred to as the "Ministry") and from the Norwegian Agency for Development Cooperation (hereinafter referred to as "Norad") to UNFPA, setting forth the general terms and conditions for such support. Contributions to UNFPA's regular resources do not fall within the scope of this Framework Agreement.
2. Programme activities under this Framework Agreement shall be selected, designed and implemented consistent with the Strategic Plan approved by the UNFPA's Executive Board as well as the relevant policies, procedures and guidelines. Thematic support (Type A, below) and other multi-donor support (Type B, below) shall constitute preferred modalities for support by Norway to UNFPA.
3. Programme activities to be implemented in accordance with the terms of this Framework Agreement through non-core contributions, in accordance with the directives outlined by the UNFPA's Executive Board, shall be:
  - A: Thematic support at global, regional or country level ("Type A: support"),
  - B: Earmarked contributions to programmes funded by Norway together with other donors, *e.g.* through pooled funding ("Type B: support"),
  - C: Earmarked contributions to programmes funded by Norway as a single donor ("Type C: support").
4. For each contribution, the Parties will conclude a separate, supplementary agreement as follows:
  - (a) for "Type A: support": thematic support at the global level, the Parties will in each case conclude a Programme Cooperation Agreement ("PCA");

(b) for "Type A support": thematic support at the regional and country level, "Type B: support", and "Type C: support", the Parties will in each case conclude a specific contribution agreement (hereinafter referred to as "specific agreement") in such form and format as from time to time agreed between the Parties, setting forth the specific terms and conditions that shall apply to the contribution.

(c) 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 deviations occur, then the terms of the PCA or the specific agreement shall prevail. Should the Parties agree that such deviation was unintentional, the Parties shall consult in good faith to resolve the discrepancy in a mutually satisfactory fashion and, if necessary, make any 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 UNFPA and based on the guidance provided in the Quadrennial Comprehensive Policy Review ("QCPR"). A specific results framework will be included in each PCA or specific agreement.
7. UNFPA shall receive and administer support under this Framework Agreement in accordance with UNFPA's Financial Regulations and Rules, applicable resolutions of the General Assembly and decisions of UNFPA'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 or specific agreement, make available financial contributions to be used exclusively to finance the activities described in or referred to in the relevant PCA or specific agreement.

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

2. Contributions will cover the direct as well as indirect costs of the programme activities concerned. "Direct costs" means all costs that are incurred for, and which can be traced in full to, the programme, including the cost of staff, other personnel, contractors, implementing partners, as such term is defined in UNFPA's Financial Regulations and Rules, supplies and equipment, premises,

travel and any other input to implement the programme. "Indirect costs" means the costs incurred by UNFPA as a function of and in support of the programme, which cannot be traced unequivocally to the programme. The indirect cost recovery rate will be the rate authorized by UNFPA's Executive Board and will be reflected in the PCA or specific agreement as well as in the financial statements.

3. Disbursement of the contributions will be undertaken upon written requests from UNFPA. Disbursements shall take place annually or more frequently, in line with the indicative disbursement plan agreed in the PCA or specific agreement. Disbursements shall take into account that payment shall be made in advance of the implementation of planned activities and be based on documented financial need.

Disbursements shall further be made in accordance with the following terms:

- A: for "Type A: Support", contributions shall, unless otherwise agreed, be disbursed to UNFPA's general account upon receipt and assessment of relevant reports as referred to in Articles V, Clause 3 and 4 as well as VI, Clause 1, a).
  - B: for "Type B: Support", contributions shall be disbursed to an account specified in the specific agreement upon request from UNFPA and receipt and assessment of relevant reports by Norway, as referred to in Articles V, Clause 3 and 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 UNFPA and receipt and assessment of relevant reports by Norway, as referred to in Article V, Clause 3 and 6, as well as VI, Clause 1, a).
4. Norwegian contributions shall be made and transferred in Norwegian Kroner (NOK). Norway shall inform UNFPA of any disbursement without delay, in such manner as stipulated in the PCA or specific agreement. UNFPA 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. UNFPA shall administer and account for the funds in accordance with its Financial Regulations and Rules. All financial commitments and expenditure incurred by UNFPA with respect to activities financed under this Framework Agreement shall be expressed in US dollars at the United Nation 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 UNFPA and form part of its regular resources, as provided under UNFPA's Financial Regulations and Rules.
7. Any unspent balance of the total contribution under any PCA or specific agreement that remains after the financial closing of the relevant programme will be returned to Norway, net of all fees and charges and foreign exchange losses.

### **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 country-specific or programme 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 documentation submitted by UNFPA.
3. The programme documentation shall contain a results framework and an accompanying description of risk management. UNFPA shall prepare results-based work plans and results and cost-based budgets. The work plans and budgets shall be subject to consultations with Norway as specified in the PCA or specific agreement. For global type A support the work plan shall consist of the organisation-wide result 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 programme country government should, whenever relevant, include any transfer of cash by UNFPA 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, UNFPA shall participate in joint analysis and reviews undertaken by the UN Country Team, and pursue collaboration and partnerships with relevant development partners, regardless of the source of funding.

### **ARTICLE IV**

#### **Monitoring, Review and Evaluation**

1. Norway and UNFPA 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. UNFPA 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 will, therefore, be paid from the relevant contribution.
3. The evaluation of programmes hereunder shall be subject to the provisions of the UNFPA Evaluation Policy as from time to time approved or amended by UNFPA's Executive Board. The costs of any programme-level evaluations will be included in the programme budget and will constitute a direct cost to the programme.
4. Unless otherwise decided by UNFPA's Executive Board, final evaluation reports and management responses, as applicable, are publicly disclosed by UNFPA at <http://www.unfpa.org/evaluation> (or at such other URL as UNFPA from time to time may decide).
5. UNFPA 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 weeks in advance for comments. Norway may be invited to participate in the review activities.
7. UNFPA shall forward without undue delay to Norway any review and/or evaluation report pertaining to activities funded under the Framework Agreement, or inform Norway that such report is available at UNFPA's website, as referred to in Clause 4 above.
8. The foregoing provisions regarding evaluation of programmes shall not preclude that Norway may, separately or jointly with other partners, take the initiative to evaluate or review its cooperation with UNFPA 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. It is understood that evaluations by Norway of its cooperation with UNFPA as referred to in the preceding sentence are distinct and separate from evaluations of the programmes as referred to in Clauses 3 and 4 of this Article IV, which are subject exclusively to the authority of the independent Evaluation Office of UNFPA. UNFPA shall be informed about such initiatives and may be invited to join. UNFPA shall upon request assist in providing relevant information within the limits of its regulations, rules, policies and procedures. All major costs shall be borne by Norway, unless otherwise agreed.

**ARTICLE V**  
**Progress Reporting on Results and Finances**

1. UNFPA shall prepare progress reporting on results and finances. In cases of Type A and B support, such reporting shall cover the entire programme, not only the Norwegian contribution, and shall 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 activities,
  - include information on how financial resources have been distributed among the outcomes and outputs achieved, based on the format of UNFPA's organization-wide, country specific or programme specific results framework, as applicable,
  - explain major deviations from plans and problems encountered, including a brief account of materialised internal and external risk factors to the Programme 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, UNFPA 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, UNFPA shall provide the above specified information in common annual reports.
6. For single-donor activities under Article I, Clause 3, C above, UNFPA 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 June of 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, UNFPA shall prepare a final report no later than six (6) months after programme 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 and reporting on finances as referred to in Clause 3 above.
8. Norway understands that any financial reporting hereunder is not derived from the audited financial statements of UNFPA and is not certified, in contrast to reporting delivered in accordance with Article VI.
9. Norway may reasonably 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, UNFPA will submit the following to Norway:
  - (a) One annual financial statement with regard to the Contribution certified by an authorized official of UNFPA (Division for Management Services, UNFPA) as of 31 December of the year in question, to be submitted no later than 30 June of the following year;
  - (b) For Type B and C support, one final financial statement certified by an authorized official of UNFPA (Division for Management Services) to be submitted no later than 30 June following the year in which the Programme 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 UNFPA:

Any contribution transferred hereunder shall be subject exclusively to the provisions on external and internal audit provided for in UNFPA'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 UNFPA to implementing partners for activities towards the implementation of the programme shall be audited as provided under UNFPA's Financial Regulations and Rules as well as its financial policies and procedures. Such audits are performed by external audit professionals designated by UNFPA 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:

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

(a) The reports on the audits of the financial statements of UNFPA 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 UNFPA will be publicly disclosed by the United Nations Board of Auditors at <http://www.un.org/en/auditors/board/auditors-reports.shtml>, or at such other URL as the Board of Auditors from time to time may decide, and at the website of UNFPA'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 UNFPA's Director, Office of Audit and Investigation Services, subject to the limitations contained in the relevant decisions of the Executive Board.

4.2 Internal audit reports shall be publicly disclosed by UNFPA's Director, Office of Audit and Investigation Services, at <http://www.unfpa.org/audit-and-investigation>, or at such other URL as the Director, Office of Audit and Investigation Services,

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 Services, to the Executive Director and the auditees for their consideration and for the implementation of recommendations, unless otherwise defined in any policy approved by UNFPA's Executive Board.
5. Disclosure of Audit Reports concerning Implementing Partners:
  - 5.1. Upon request, UNFPA 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 UNFPA 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 UNFPA to Norway. Such written requests shall be in a standard form and format as from time to time decided by UNFPA.
  - 5.3 It is understood that disclosure as provided in Clause 5.2 of this Article shall:
    - (a) be contingent upon UNFPA having obtained written consent to such disclosure from the Implementing Partner;
    - (b) not apply unless the aggregate value of the transfer of cash, supplies and equipment from UNFPA to the Implementing Partner, financed from all of Norway's contributions to UNFPA during any calendar year, exceeds US\$100,000 (one hundred thousand United States Dollars).
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 UNFPA's regulations, rules, policies and procedures.

## **ARTICLE VIII**

### **Procurement**

In implementing the activities financed under this Framework Agreement, UNFPA shall effect all procurement of goods and services in accordance with UNFPA's regulations, rules, policies and procedures relating to procurement. UNFPA 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**

### **Conflicts of Interest**

1. The Parties agree that it is important to take all necessary precautions to avoid conflicts of interest and corrupt practices. To this end, UNFPA 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, UNFPA's Financial Regulations and Rules, and UNFPA'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**

UNFPA shall make every effort to ensure that publications and communications hereunder, or press releases or other information material issued by UNFPA 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 UNFPA.

## **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 UNFPA's regulations, rules, policies and procedures. The transfer of ownership of such assets by UNFPA shall also be done in accordance with UNFPA's regulations, rules, policies and procedures, and, as applicable, in accordance with UNFPA'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 UNFPA's regulations, rules, policies and procedures or UNFPA'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 UNFPA shall be done in accordance with UNFPA's regulations, rules, policies and procedures, and, as applicable, in accordance with UNFPA'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, UNFPA and Norway shall hold annual consultations. Unless otherwise agreed, UNFPA shall convene and chair the consultations, which shall be held at a mutually agreed date and place. UNFPA shall draft agreed minutes of the meeting and submit these within three (3) 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 individual independent contractors, institutional contractors, implementing partners and beneficiaries of the grant funds.

Prevention of prohibited conduct:

2. UNFPA will maintain appropriate standards that govern the conduct of its staff, including the prohibition of corrupt, fraudulent, collusive, coercive and obstructive practices (also referred to in this Article XIV as "prohibited conduct"), in connection with the award and administration of contracts and benefits, as set forth in the United Nations Staff Regulations and Rules, UNFPA's Financial Regulations and Rules, and UNFPA's procurement procedures.
3. The Parties are firmly committed to take all necessary precautions to avoid and address corrupt, fraudulent, collusive, coercive and obstructive practices.

Action regarding allegations of prohibited conduct:

4. In respect of credible allegations of corrupt, fraudulent, collusive, coercive or obstructive practices, the Director, Office of Audit and Investigation Services, will take timely action as he or she determines to be appropriate:
  - (a) Where such action involves the conduct of an investigation, such investigation will be conducted by the Director, Office of Audit and Investigation Services, or his or her designees, in accordance with UNFPA's regulations, rules, policies and procedures, and the relevant resolutions or decisions of the General Assembly and the decisions of UNFPA's Executive Board;
  - (b) Where such action involves the conduct of an audit, the terms of Article VII will apply.

Cooperation with regard to Information concerning prohibited conduct:

5. Norway agrees to bring credible allegations of corrupt, fraudulent, collusive, coercive or obstructive practices in relation to a contribution hereunder, of which Norway has been informed or has otherwise become aware, promptly to the attention of the Director, Office of Audit and Investigation Services. UNFPA agrees that the Director, Office of Audit and Investigation Services, shall bring credible allegations of corrupt, fraudulent, collusive, coercive or obstructive practices in relation to the Contribution, of which the Director, Office of Audit and Investigation Services, has been informed or has otherwise become aware, and which, following consideration by the Director, Office of Audit and Investigation Services, in his or her view merit the conduct of an investigation, promptly to the attention of the Director of the Foreign Service Control Unit, Ministry of Foreign Affairs of Norway, provided however that such notification will not, in the opinion of the Director, Office of Audit and Investigation Services, jeopardize the proper

conduct of the investigation into such allegations or the due process rights of the individuals involved. The Director, Office of Audit and Investigation Services, shall keep the Foreign Service Control Unit informed of the progress and outcome of investigations concerning prohibited conduct, provided that such information does not jeopardize the proper conduct of the investigation into such allegations or the due process rights of the individuals involved.

6. For purposes of this Article XIV the following definitions shall apply:
  - (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;
  - (b) “fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
  - (c) “collusive practices” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party levels;
  - (d) “coercive practices” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (e) “obstructive practices” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a UNFPA investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of UNFPA contractual rights of audit or access to information.
7. As appropriate, UNFPA will suspend payments to operations or relevant parts of operations that are to its knowledge affected by credible allegations of corrupt, fraudulent, collusive, coercive or obstructive practices, until the case has been adequately reviewed.
8. Where an investigation has concluded that misconduct has occurred, UNFPA will:
  - (a) Use reasonable efforts to recover any part of the contributions, which UNFPA has established on the basis of the investigation as having been lost as a result of prohibited conduct;

- (b) In connection with sub-clause (a) of this Clause 8, in consultation with the United Nations Office of Legal Affairs, give proper consideration to referring the matter to the appropriate member state authorities;
- (c) Ensure repayment to Norway as provided for in, and subject to, the provisions of Article XV, Clause 2.
9. 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 UNFPA in order to obtain assurance that UNFPA's oversight and accountability mechanisms have been or are being fully applied in connection with such allegations.
10. Any information provided to Norway in relation to any matters arising under this Article shall be treated by Norway as strictly confidential.

#### **Article XV Reservations**

1. Norway reserves the right to suspend disbursement of a contribution in full or in part to any programme activity:
- if the programme is affected by credible allegations of corrupt, fraudulent, collusive, coercive or obstructive practices;
  - if contractual obligations are not met;
  - if substantial deviations from agreed plans and budgets have occurred, while giving due consideration to complex development, operational or security situations.

It is understood that in such an event, UNFPA may reduce, suspend or terminate the programme activities.

2. In the event that any part of the contribution is determined by UNFPA to have been lost due to prohibited conduct, such loss will be dealt with in accordance with the applicable Financial Regulations and Rules, policies and procedures of UNFPA. Further, in respect of such amount which UNFPA has been able to recover, 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, UNFPA shall do its utmost to maintain its efforts to recover such funds.


3. Before withholding any disbursements or requesting repayment to Norway in accordance with and subject to the provisions of Clause 8 (c) of Article XIV and Clause 2 of this Article XV, the Parties shall consult with a view to reaching a solution to the matter.
4. UNFPA agrees to continue consultations with Norway and members of the Executive Board, with a view of determining a mutually agreeable solution, including the return of such funds and in the interim agrees to discuss such issues on a case by case basis.

#### **ARTICLE XVI** **Final Provisions**

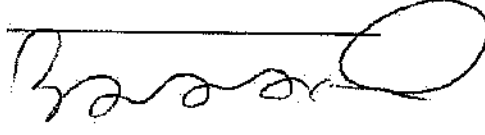
1. This Framework Agreement shall enter into force upon signature by both Parties.
2. This Framework Agreement may be amended through an addendum between the Parties, following appropriate consultations.
3. This Framework Agreement shall remain in force unless terminated by mutual agreement, or by one Party providing to the other Party a written notice of termination of not less than 90 calendar days. 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 or specific agreements entered into prior to the termination of the Framework Agreement as long as any of these agreements are in force.
4. Any dispute, which may arise between the Parties as to the interpretation, application or performance related to this Framework Agreement or any PCA or specific agreement under this Framework Agreement, shall be settled by negotiation.
5. Nothing in or related to this Framework Agreement or any PCA or specific agreement concluded hereunder shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNFPA.

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 New York City the 22nd day of October of 2015.



For the Government of Norway



For the United Nations Population Fund