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UNWOMEN

NGA-2057

NGA-20/0005

7/12-21

TRVO
Trygve Aurdal-VoldSPECIFIC AGREEMENT
+ FRAMEWORK AGREEMENT

Jnr = 441/2021

SPECIFIC AGREEMENT

1. Name of Programme/Project:	Programme on Women, Peace and Security in Nigeria (Phase II) as described in the Programme/Project Document Programme on Women, Peace and Security dated 6th December 2021 (hereinafter the "Programme")												
2. Agreement number	UN ref. no: 2021 /12/UNW-NGA, the Donor ref. no NGA20/0005												
3. Agreement Start Date:	Upon entry into force in accordance with paragraph 24, below.												
4. Support Period	From December 2021 to December 2024												
5. Agreement End Date:	<p>The Agreement shall expire on 31 December 2024 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 Entity for Gender Equality and the Empowerment of Women "UNWomen"												
8. Contribution Currency/Amount:	Not exceeding NOK 18 000 000												
9. Payment (to be made upon written payment request): (Check one only.)	<p><input checked="" type="checkbox"/> The Contribution will be transferred in accordance with the following indicative disbursement plan:</p> <table border="1"> <thead> <tr> <th></th> <th>Tentative payment due date</th> <th>Currency/Amount</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>December 2021</td> <td>NOK 8 000 000</td> </tr> <tr> <td>2.</td> <td>December 2022</td> <td>NOK 5 000 000</td> </tr> <tr> <td>3.</td> <td>December 2023</td> <td>NOK 5 000 000</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	1.	December 2021	NOK 8 000 000	2.	December 2022	NOK 5 000 000	3.	December 2023	NOK 5 000 000
	Tentative payment due date	Currency/Amount											
1.	December 2021	NOK 8 000 000											
2.	December 2022	NOK 5 000 000											
3.	December 2023	NOK 5 000 000											
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												

	<p>transfer to 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 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 <u>NOK 164,861.40</u>. 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. UNWomen Bank Account:	<p>Bank name: DNB NOR BANK Bank address: Kirkegt. 21, Oslo-1, Norway Account title: UNW Contribution (NOK) Account Account No.: 70020241266 IBAN/SWIFT: NO8170020241266/DNBANOKK</p>
11. Recovery Rate for Indirect Costs: (enter Executive Board decision authorizing recovery rate)	8 % of the Contribution charged on the basis of the total expenses incurred from the Contribution.
12. Programme/Project Description and Budget	The Programme description and budget are included in Annex I.
13. Remittance Advice to be sent to: (the applicable UN Organization, Please specify the address at	finance.donoragreement@unwomen.org

<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 September. 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: <i>(if any; strike if not applicable and enter "N/a")</i>	
17. Contact Persons:	(a) <u>For the Donor:</u> Name: Trygve Aurdal-Vold Title: First Secretary Email: emb.abuja@mfa.no Telephone: +234 (0) 813 989 0050 (b) <u>For the Recipient:</u> Name: Comfort LAMPTEY Title: Country Representative Email: comfort.lamptev@unwomen.org Telephone: +234 (0) 7030552326
18. Annexes: <i>(add additional Annexes as necessary)</i>	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: NGA-20/0005, Programme on Women, Peace and Security in Nigeria (Phase II), and repaid to the following bank account:

Name of the account: The Ministry of Foreign Affairs, DNB NOR ASA, 0021 OSLO, 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 emb.abuja@mfa.no 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: 

Title: Knut Eiliv Lein/Ambassador

Date: 7/12-2021

**FOR THE UNITED NATIONS ENTITY
FOR GENDER EQUALITY AND THE
EMPOWERMENT OF WOMEN:**

Signature: 

Title: **Oulimata Sarr**, Regional Director
UN Women Central and West Africa

Date: 07 DECEMBER 2021

FRAMEWORK AGREEMENT IN THE
FIELD OF DEVELOPMENT
COOPERATION

BETWEEN

THE GOVERNMENT OF NORWAY

AND

THE UNITED NATIONS ENTITY FOR
GENDER EQUALITY AND THE
EMPOWERMENT OF WOMEN

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The Government of Norway (hereinafter referred to as "Norway") and the United Nations Entity for Gender Equality and the Empowerment of Women (hereinafter referred to as "UN-Women" 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 UN-Women's mandate and Strategic Plan, including organisation-wide results framework, hereby agree as follows:

ARTICLE I

Scope and Objectives

1. This Framework Agreement (hereinafter 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 UN-Women, setting forth the general terms and conditions for such support. Contributions to UN-Women'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 consistently with the strategic plan approved by UN-Women's Executive Board as well as the relevant regulations, rules, policies, procedures and guidelines of UN-Women. Thematic support (Type A, below) and other multi-donor support (Type B, below) shall constitute preferred modalities for support by Norway to UN-Women.
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 UN-Women's Executive Board, shall be:
 - 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 pooled funding ("Type B: support"),
 - C: Earmarked contributions to programmes/projects 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 cost sharing agreement (hereinafter "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) Parties may conclude a PCA for global "Type B" and "Type C": support".

5. The Parties shall strive to ensure that there are no discrepancies or inconsistencies 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, in which case the relevant PCA or specific agreement shall prevail. Should such deviation not be expressly agreed, the Parties shall in good faith consult, and if necessary, make the required amendment to the PCA/specific agreement to align it with the Framework 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 UN-Women 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. UN-Women shall receive and administer support under this Framework Agreement in accordance with UN-Women's financial regulations and rules, applicable resolutions of the General Assembly and decisions of UN-Women'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 UN-Women, 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 UN-Women's financial regulations), supplies and equipment, premises, travel and any other input to implement the programme. "Indirect costs" means the costs

incurred by UN-Women 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 UN-Women's Executive Board and will be reflected in the PCA or specific agreement as well as in financial statements.

3. Disbursement of the contributions will be undertaken upon written requests from UN-Women. 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 the documented financial need. All disbursements shall unless otherwise agreed in the PCA or specific agreement be disbursed to UN-Women's General Account as specified in the PCA or specific agreement upon receipt and assessment of relevant reports as referred to in Articles V and VI.
4. Norwegian contributions shall be made and transferred in Norwegian Kroner (NOK). Norway will inform UN-Women of any disbursement without delay, in such manner as stipulated in the PCA or specific agreement. UN-Women shall acknowledge in writing receipt of contributions in Norwegian Kroner as well as the equivalent amount in US dollars at the United Nations operational rate of exchange applicable on the date of each transaction.
5. UN-Women shall administer and account for the funds in accordance with its financial regulations and rules. All financial commitments and expenditure incurred by the Organisation 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 UN-Women and form part of its regular resources, as provided under UN-Women's financial regulations.
7. Any unspent balance of the total contribution under any PCA or specific agreement that remains after the financial closing of the relevant programme not exceeding NOK 500 (Norwegian Kroner five hundred) shall be credited to UN-Women's regular resources. Any balance exceeding that amount shall 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 UN-Women and approved for financing by Norway.
3. The programme documentation shall contain a results framework and an accompanying description of risk management. UN-Women shall prepare results-based work plans and results-based budgets at output level. When in place UN-Women shall also prepare 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 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 UN-Women 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, UN-Women shall continue to participate in joint analysis and reviews undertaken by the UN Country Team, and continue to pursue collaboration and partnerships with relevant development partners, regardless of the source of funding.

ARTICLE IV

Monitoring Review and Evaluation

1. Norway and UN-Women shall promptly inform each other about any circumstances which interfere or threatens to interfere with the successful implementation of any activity financed in full or in part by Norway.
2. UN-Women 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 UN-Women's Evaluation Policy as from time to time approved or amended by UN-Women's Executive Board.

4. Unless otherwise decided by UN-Women's Executive Board, final evaluation reports and management responses, as applicable, are publicly disclosed by UN-Women at <http://www.unwomen.org/en/about-us/evaluation> or at such URL as the Executive Board may from time to time decide.
5. UN-Women 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 of activities in question.
7. UN-Women 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 the UN-Women website.
8. Norway may, separately or jointly with other partners, take the initiative to evaluate or review its cooperation with UN-Women 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. UN-Women shall be informed about such initiatives and may be invited to join. Norway and UN-Women shall agree on the scope and conduct of such evaluation or review, and UN-Women 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. It is understood that such review or evaluation will not constitute a financial, compliance or other audit, and that any audit will be performed solely in accordance with Article VII. It is also understood that reviews or evaluations by Norway of its cooperation with UN-Women as referred to in the preceding sentence are distinct and separate from evaluations of the programmes as referred to in Clause 3 and 4 of this Article IV, which are subject exclusively to the authority of the independent evaluation of UN-Women.

Article V

Progress Reporting on Results and Finances

1. UN-Women shall prepare progress reporting on results and finances. The reporting shall cover the entire programme 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 project/programme activities,

- include information on how financial resources have been distributed among the outcomes and outputs achieved, based on the format of UN-Women's organization-wide, country specific or project/programme 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 project/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 results-based budget at output level, and when in place also comparable to the 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 results-based budget at output level, and when in place also comparable to the cost-based budget for such previous period.
4. For activities under Article I, Clause 3, A above, UN-Women 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, UN-Women shall provide the above specified information in common annual reports.
6. For single-donor activities under Article I, Clause 3, C above, UN-Women 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, UN-Women shall prepare a final report not later than six (6) months after project/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 project/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 UN-Women and is not certified, in contrast to reporting delivered in accordance with Article VI.
9. 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 UN-Women will submit to Norway:
 - (a) One annual financial statement with regard to the contribution certified by an authorized official of UN-Women 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 UN-Women to be submitted no later than 30 June following the year in which the Programme was operationally completed.
2. All statements referred to under this Article will be expressed in United States 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 UN-Women:

Any contribution transferred hereunder shall be subject exclusively to the provisions on external and internal audit provided for in UN-Women's financial regulations and rules as well as its policies and procedures.

2. Audit of Contributions transferred by UN-Women to Implementing Partners or Responsible Parties:

The part of any contribution from Norway to UN-Women, under any PCA or specific agreement, which is transferred by UN-Women to implementing partners or responsible parties for activities towards the implementation of the programme shall be audited as provided under UN-Women's financial regulations and rules as

well as its policies and procedures. Such audits are performed by external audit professionals designated by UN-Women 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 audit reports prepared by the United Nations Board of Auditors on the audit of the financial statements of UN-Women:

- (a) The reports on the audits of the financial statements of UN-Women 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 UN-Women are 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 UN-Women Executive Board.

4. Disclosure of Internal Audit Reports

4.1 Unless the Executive Board otherwise decides, internal audit reports shall be publicly disclosed, subject to the limitations contained in the relevant decisions of the Executive Board, at <http://www.unwomen.org/en/about-us/accountability/audit> or at such other URL as UN-Women may from time to time decide.

4.2 For purposes of this Article, the term "internal audit report" shall mean the final report resulting from an audit issued by Internal Auditors of the Organisation to the Executive Director and the auditees for their consideration and for the implementation of recommendations (unless otherwise defined in any policy approved by UN-Women's Executive Board).

5. Disclosure of Audit Reports concerning Contributions transferred by UN-Women to Implementing Partners or Responsible Parties:

5.1 Upon request, UN-Women shall provide Norway with a list of available audit reports and corresponding audit opinions that cover projects/programmes implemented by national institutions or NGOs and that are in receipt of funding from Norway.

5.2 Upon written request, audit reports prepared by external audit professionals

designated by UN-Women and audit reports prepared by a government's supreme audit institution, on the activities of an implementation partner towards the implementation of a project/programme, will if available, be disclosed to Norway. Such written requests shall be in a standard form and format as from time to time decided by UN-Women.

- 5.3 It is understood that disclosure as provided in Clause 5.2 of this Article shall be contingent upon UN-Women having obtained written consent to such disclosure from the Implementing Partner or Responsible Party.
6. Norway may reasonably request additional information at any time. Such information shall be provided in a timely manner, and to the extent reasonably possible, within 30 days of the request, subject to UN-Women's regulations, rules, policies and procedures.

ARTICLE VIII Procurement

In implementing the activities financed under this Framework Agreement, UN-Women shall effect all procurement of goods and services in accordance with UN-Women's regulations, rules, policies and procedures relating to procurement. UN-Women shall 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, UN-Women 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, UN Women's Financial Regulations and Rules, and UN Women's policies and procedures relating to procurement.
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 favor of the interests of the Organization."

ARTICLE X

Recognition

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

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 UN-Women's regulations, rules, policies and procedures. The transfer of ownership of such assets by UN-Women shall also be done in accordance with UN-Women's regulations, rules, policies and procedures, and, as applicable, in accordance with UN-Women'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 UN-Women's regulations, rules, policies and procedures or UN-Women'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 UN-Women shall be done in accordance with UN-Women's regulations, rules, policies and procedures, and, as applicable, in accordance with UN-Women'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, UN-Women and Norway shall hold annual consultations. Unless otherwise agreed, UN-Women shall convene and chair the consultations, which shall be held at a mutually agreed date and place. UN-Women 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 individual independent contractors, institutional contractors, implementing partners and beneficiaries of the grant funds.
2. UN-Women will maintain appropriate standards that govern the conduct of its staff including the prohibition of prohibited conduct, in connection with the award and administration of contracts and benefits, as set forth in the United Nations Staff Regulations and Rules, and the UN-Women Legal Framework for Addressing Non-Compliance with UN Standards of Conduct.
3. The Parties are firmly committed to take all necessary precautions to avoid and address fraud, corruption and any other financial irregularities (also referred to in this Article as "prohibited conduct").

4. Norway agrees to bring credible allegations of possible prohibited conduct in relation to the contribution, of which Norway has been informed or has otherwise become aware, promptly to the attention of the Director, Office of Audit and Investigation (OAI). UN-Women agrees that OAI, or similar position within UN-Women, shall bring credible allegations of prohibited conduct, in relation to the contribution, of which OAI has been informed or has otherwise become aware, and which, following consideration by OAI in its 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, and shall keep the Foreign Service Control Unit informed of the progress and outcome of investigations concerning prohibited conduct, provided however that such notification and/or updates will not, in the opinion of OAI jeopardize the integrity, probity and confidentiality of investigations and the due process rights of those under investigation. OAI shall keep the Foreign Service Control Unit informed of the progress and outcome of investigations concerning prohibited conduct.
5. In respect of credible allegations of prohibited conduct, OAI will take timely action as it determines to be appropriate in accordance with the UN-Women Legal Framework for Addressing Non-Compliance with UN Standards of Conduct, and the relevant resolutions or decisions of the General Assembly and the decisions of UN-Women's Executive Board.
6. As appropriate, UN-Women will withhold payments to operations or relevant parts of operations that are to its knowledge affected by credible allegations of prohibited conduct, until the case has been adequately reviewed by the Director, Office of Audit and Investigation as set out in Clause 4 above.
7. Where an investigation has concluded that misconduct as defined under the Staff Regulations and Rules may have occurred, the Executive Director of UN-Women will take appropriate action in accordance with the UN-Women Legal Framework for Addressing Non-Compliance with UN Standards of Conduct and will hereunder:
 - (a) Use reasonable efforts to recover any part of the contributions, which UN-Women 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 7, 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 subject to Article XV, Clause 2.
 - (d) Keep Norway informed as to action taken in relation to the above.

8. 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 UN-Women in order to obtain assurance that the oversight and accountability mechanisms of UN-Women have been or are being fully applied in connection with such allegations.
9. 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 withhold disbursement of a contribution in full or in part to any programme activity:
 - a. if affected by credible allegations of prohibited conduct as defined in Article XIV Clause 3 above;
 - b. if obligations under this Framework Agreement and/or the respective PCA or specific agreements are not met;
 - c. if substantial deviations from agreed plans and budgets have occurred, while giving due consideration to complex development situations.

It is understood that in such an event, UN-Women may reduce, suspend or terminate the programme or project activities.

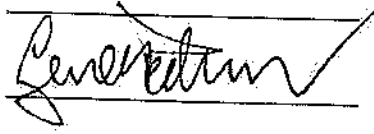
2. In the event that any part of the contribution is determined by UN-Women to have been lost due to prohibited conduct as defined in Article XIV Clause 3 above, such loss will be dealt with in accordance with the applicable financial regulations, rules, policies and procedures of UN-Women. Further, in respect of such amount which UN-Women has been able to recover, such amount will be returned to the programme, project or activities for which the contribution was intended. 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, UN-Women shall maintain its efforts to recover such funds. UN-Women agrees to continue consultations with Norway and members of their respective Executive Boards, with a view of determining a mutually agreeable solution, including the return of such funds, 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

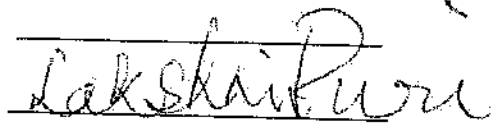
1. This Framework Agreement shall enter into force upon signature by both Parties.
2. This Framework Agreement may be amended through an addendum between the Parties, following appropriate consultations.
3. This Framework Agreement shall remain in force unless terminated by mutual agreement, or by one 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 the present Framework Agreement shall be understood as a waiver of the immunities and privileges of the United Nations of which the UN-Women is an integral part.

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

Done in New York the 21 day of December of 2016.

A handwritten signature in cursive script, appearing to read "General A. M. Lunde", written over a horizontal line.

For the Government of Norway

A handwritten signature in cursive script, appearing to read "Lakshmi Puri", written over a horizontal line.

For the United Nations Entity for
Gender Equality and the Empowerment
of Women