

**Agreement
between**

Italian Government – Ministry of Foreign Affairs and International Cooperation

and

the United Nations Population Fund

for the implementation of the Project

**“Economic & Social Women Empowerment and Protection of Women and Girls from
HTPs (ESWEP)”**

The Italian Government – Ministry of Foreign Affairs and International Cooperation (MAECI), and the United Nations Population Fund (UNFPA), referred to collectively as the “Parties” and each individually as a “Party”, agree as follows:

Article I: Definitions

In this Co-financing Agreement, the term:

“Co-financing” shall mean a resource mobilization modality through which contributions are received by UNFPA in support of specific purposes consistent with the policies, aims and activities of UNFPA;

“Agreement” means this Co-financing Agreement;

“Contribution” shall mean the total amount of financial resources, which the Donor agrees to provide to UNFPA in accordance with the terms of this Agreement;

“Donor” shall mean the MAECI, acting on the behalf of the Italian Government;

“AICS” shall mean the Italian Agency for Development Cooperation, as the funding and implementing entity of the Programme, as specified in Italian law 125/2014;

“Implementing partner” shall mean the entity to which UNFPA will entrust the implementation of UNFPA programme activities specified in a signed document, along with the assumption of full responsibility and accountability for the effective use of UNFPA resources and the delivery of outputs as set forth in the programme documentation;

“Internal audit report” shall mean the final report resulting from an audit signed by the Director of the Division for Oversight Services of UNFPA and issued to the Executive Director and the auditees for their consideration and for the implementation of recommendations. The report is also provided to the United Nations Board of Auditors.

“Programme” means the activities to be financed, in whole or in part, from the Contribution;

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"Regular resources" means resources available to UNFPA that are commingled and untied. These include, but are not limited to, contributions, interest earnings and miscellaneous revenue;

"UNFPA" shall mean the United Nations Population Fund, a subsidiary organ of the United Nations established by the General Assembly in resolution 3019 (XXVII).

Article II: Agreement Documents

This Co-financing Agreement consists of this Agreement and Annex I, appended hereto, describing the Programme.

Article III: The Contribution

1. The Donor will make available the following Contribution in support of the Programme: 500,000 Euros (*Five hundred thousand Euros*).

2. The AICS will have the Contribution transferred into the following bank account:

Account Number:	301018805654EUR
Bank Name:	ING Belgium NV/SA
Account Name:	UNFPA EURO Account
SWIFT Address:	BBRUBEBB010
Address:	60 Cours Saint Michel
	1040 Brussels, Belgium
IBAN Number:	BE42301018805654

3. The AICS will have the full amount of the Contribution transferred upon the entry into force of this Agreement.

4. The Donor will inform UNFPA without undue delay after the Contribution or any part thereof has been paid, via e-mail message with remittance information to: rmb@unfpa.org.

5. If the Contribution is made in a currency other than United States Dollars, its equivalent value in United States Dollars shall be determined by applying the United Nations operational rate of exchange in effect on the date of entry into force of this Agreement. However, should a different United Nations operational rate of exchange apply at the time of receipt of any payment relating to the Contribution, the value of the payment will be determined by applying the United Nations operational rate of exchange in effect on the date of receipt of payment by UNFPA, and the amount of the Contribution available for the Programme activities will be adjusted accordingly to reflect the gain or loss arising therefrom.

6. In the event of any unforeseen circumstances relating to, or having an effect on the value of, the Contribution, including unforeseen increases in expenditures or commitments, inflationary factors or fluctuations in exchange rates, UNFPA may seek further financing from the Donor, which shall use its best endeavors to make these funds available, without any binding obligation.

Article IV: Administration of the Contribution

1. UNFPA shall administer the Contribution in accordance with UNFPA's Financial Regulations, Rules, policies and procedures, including those related to interest and investment.
2. All direct costs of the Programme, including all costs relating to the implementation of the Programme by an implementing partner, will be identified in the Programme budget and, therefore, shall be borne by the Programme. Furthermore, the Contribution shall be subject to a recovery for UNFPA's indirect costs in an amount of 8 % (eight percent) of the total expenses incurred from the Contribution.

Article V: Reporting

1. UNFPA will submit to the Donor and to the AICS:
 - (a) A progress report with provisional financial reports shall be submitted to the Donor every six months;
 - (b) One final progress report within six months following the date of operational completion of the Programme or, in the event of termination of this Agreement, following such termination;
 - (c) One annual financial statement certified by an authorized official of UNFPA (Finance Branch, Division for Management Services) as of 31 December of the year in question, to be submitted no later than 30 June of the following year;
 - (d) One final financial statement certified by an authorized official of UNFPA (Finance Branch, Division for Management Services) to be submitted no later than 30 June following the year in which the Programme was operationally completed.
2. The reports under paragraph 1 (a) and (b) of this Article will comprise narrative and interim financial information. Further to the reporting requirements stipulated under paragraph 1 (a) through (d) of this Article, UNFPA agrees to keep the Donor and the AICS informed of key issues, progress and problems relating to the Programme, as appropriate.
3. All reports or statements referred to under this Article will be expressed in United States Dollars. In the event that other donors contributed to the Programme, the reports under paragraph 1 (a) through (d) of this Article shall be consolidated.

Article VI: Evaluation

The evaluation of the Programme shall be subject to the provisions contained in the UNFPA Evaluation Policy as approved by UNFPA's Executive Board.

Article VII: Audit

1. The Contribution shall be subject exclusively to the provisions on internal and external audit provided for in UNFPA's Financial Regulations, Rules, policies and procedures.
 2. Any disclosure of internal audit reports shall be subject to the applicable decisions and
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directives of UNFPA's Executive Board.

3. Should the annual Audit Report on the UN Board of Auditors to its governing body contain observations relevant to the Contribution, such information shall be made available to the Donor and AICS by the Country Office.

Article VIII: Procedures regarding Allegations of Corruption

1. UNFPA recognizes that it is important to take all necessary precautions to avoid corrupt, fraudulent, collusive or coercive practices. To this end, UNFPA will maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt, fraudulent, collusive or coercive practices, in connection with the award and administration of contracts, grants, or other benefits, as set forth in their Staff Regulations and Rules of the United Nations, the UNFPA Financial Regulations and Rules, and the UNFPA Procurement Procedures. In the event that UNFPA determines that an allegation in relation to the implementation of the programme – including that corrupt, fraudulent, collusive or coercive practices may have taken place – is credible enough to warrant an investigation, it will promptly notify the Donor and AICS, to the extent that such notification does not jeopardize the conduct of the investigation. The allegation will be dealt with in accordance with UNFPA's accountability and oversight framework and by the unit in charge of investigations in UNFPA.

2. For purposes of this Agreement, 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.

Article IX: Entry into Force, Term, Termination

1. This Agreement shall enter into force upon signature by both Parties, on the date of the last signature. It shall remain in force for a period of 16 (sixteen) months and shall expire at the end of the last day of this period unless it is extended by the Parties in writing. It is understood that any delay by the Donor of the first payment relating to the Contribution will be added to the period of duration of this Agreement.

2. Either Party may terminate this Agreement giving 90 (ninety) calendar days written notice to the other Party.

Article X: Settlement of Disputes

Any dispute, controversy or claim arising out of or relating to this Agreement shall be settled by way of consultation between the Parties.

Article XI: Final provisions

1. Any unspent balance of the Contribution remaining after the financial closing of the Programme will be applied as follows:

(a) If the balance does not exceed US\$ 5,000, it shall be credited to UNFPA's regular resources;

(b) If the balance exceeds US\$ 5,000, it shall be refunded to the AICS.

2. Notwithstanding the expiration or termination of this Agreement, UNFPA may apply any unutilized portion of the Contribution to permit the orderly conclusion of the Programme activities, 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 liabilities in respect of any implementing partners, contractors, subcontractors, consultants or suppliers.

3. This Agreement may be amended only by mutual written agreement of the Parties.

4. Nothing in this Agreement 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, duly authorized representatives of the Parties, have signed the present Agreement in two copies.

For the Italian Government – Ministry
of Foreign Affairs and International
Cooperation

Giuseppe MISTRETTA
The Ambassador of Italy in Addis
Ababa



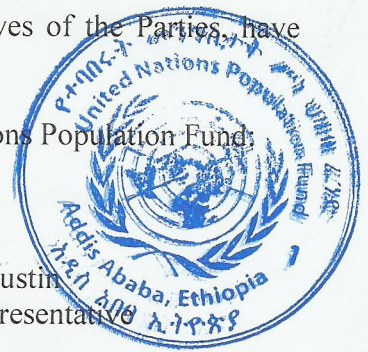
(Signature)

Date:

2.12.2016

For the United Nations Population Fund:

Yao Faustin
Country Representative



(Signature)

Date:

2 December 2016

Acknowledged by AICS:

