

AGREEMENT
BETWEEN THE
MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL
COOPERAZIONE OF THE ITALIAN REPUBLIC – DIRECTORATE
GENERAL FOR DEVELOPMENT COOPERATION
AND
THE UNITED NATIONS POPULATION FUND (UNFPA)

WHEREAS The United Nations Population Fund (hereinafter ("UNFPA") and the Ministry of Foreign Affairs and International Cooperation of the Italian Republic – Directorate General for Development Cooperation (hereinafter "the Donor") have agreed to co-operate in the implementation of a Project in Djibouti entitled "Improvement of the quality of the health services of the Balbala Hospital, with a specific focus on maternal and child health" (hereinafter referred to as "the Project") which is attached as Annex A hereto and made an integral part hereof;

WHEREAS, the Italian Agency for Development Cooperation (hereinafter referred to as "AICS") was established with Italian law 11 August 2014 n. 125, to be in charge of the implementation and funding of projects and initiatives on behalf of the Donor;

WHEREAS the Donor has informed UNFPA of its willingness to contribute funds to meet the costs of the Project;

WHEREAS it has been agreed between UNFPA and the Donor that UNFPA shall be responsible under the terms of this Agreement and the UNFPA financial regulations and rules for the management of the funds contributed by the Donor for the Project;

NOW THEREFORE, UNFPA and the Donor hereby agree as follows:

Article I

1. The Donor, through the AICS, shall, in the manner referred to in paragraph 2 below, place at the disposal of UNFPA a sum of EUR 380.000,00 and UNFPA shall use such funds to meet the costs of the Project, including programme support costs.
2. The Donor, through the AICS, shall, in accordance with the schedule of payments set out (article I (3)), deposit the aforesaid funds, in Euro, to

Account 301-0188056-54-EUR

Number
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 Donor, through the AICS, will transfer the contribution in accordance with the following payment schedule:

	<u>Date of Payment Tranches:</u>	<u>Currency/Amount:</u> (EURO)
1	Upon signature	380.000,00

4. UNFPA shall manage the contribution according to its financial regulations and rules for the receipt and administration of the aforesaid funds, including interest accruing.

5. The contribution and the activities financed therefrom shall be administered by UNFPA in accordance with its applicable regulations, rules and administrative instructions or directives. Accordingly, personnel shall be engaged and administered; equipment, supplies and services purchased; and contracts entered into in accordance with the provisions of such regulations, rules, and directives.

6. All financial accounts and statements shall be expressed in United States Dollars. In consideration of the fact that the contribution is made in Euro, 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 Project activities will be adjusted accordingly to reflect the gain or loss arising therefrom.

7. 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. Should further financing not be available or forthcoming from the Donor, the activities under the Project may be reduced, suspended or terminated by UNFPA. Neither the Donor nor UNFPA shall be liable to make available such further financing.

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

Article II

The contribution shall be utilized by UNFPA for the purpose of meeting the actual costs (direct costs) of the Project per Annex A (project document), and to finance the programme support services (indirect costs) provided by UNFPA in the implementation of the Project.

Article III

1. UNFPA shall commence and continue to conduct operations under this Agreement upon receipt of a copy of this Agreement, signed by both Parties, and upon receipt of funds in accordance with Article I.

2. The Donor undertakes to meet the actual costs of the services specified in the Project Document in Annex A, and UNFPA undertakes not to make any commitments for services not specified in the Project Document without the approval, in writing, of the Donor.

3. If UNFPA considers that changes between components and/or additional services, not foreseen in the Project Document, are required, UNFPA will submit a revised budget for approval by the Donor showing the required changes in inputs and/or adjusted financing that will be necessary, without any binding obligations to be borne by the Donor.

Article IV

Evaluation of the activities financed from this contribution shall be undertaken in accordance with the provisions of the UNFPA Evaluation Policy as approved and from time to time revised by the UNFPA Executive Board.

Article V

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 procedure established in the UNFPA oversight policy approved by UNFPA's Executive Board, and any applicable decisions and directives of UNFPA's Executive Board.

Article VI

1. UNFPA will submit to the Donor and the AICS:

- (a) Quarterly progress reports within three months following the end of each quarter;
 - (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) to (c) 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 Project, the reports under paragraph 1 (a) through (d) of this Article shall be consolidated.

Article VII

UNFPA shall notify the Donor and the AICS when the Project activities have been completed. The date of such notification shall be deemed to be the date of operational completion of the Project. This Agreement shall continue in force for the purposes stated in Article IX.

Article VIII

This Agreement may be terminated by either party on 30 days written notice to the other party, subject to the continuance in force of Article IX for the purposes stated therein.

Article IX

On operational completion of the Project as specified in Article VII, or termination of this Agreement as specified in Article VIII, the relevant contribution shall remain available until all expenditures and commitments incurred by UNFPA have been satisfied. Any balance due to UNFPA under Article III shall be charged by UNFPA and the Donor will reimburse UNFPA for any negative balance therein.

Upon submission of a final financial statement in accordance with Article VI (d), any surplus remaining funds shall be returned to the Donor or disposed of as requested by the Donor.

Article X

The following addresses are specified for the purpose of this Agreement

- (a) For the Donor:
Ministry of Foreign Affairs and International Cooperation
Of the Italian Republic - Directorate General for Development Cooperation
Piazzale della Farnesina, 1 – Rome, Italy
dgcs4@esteri.it
- (b) For the AICS:
Italian Agency for Development Cooperation
Via Salvatore Contarini, 25 – Rome, Italy
aics.info@esteri.it
- (c) For UNFPA:

Mr. Klaus Simoni Pedersen
Chief
Resource Mobilization Branch
UNFPA
605 Third Avenue, New York, NY 10158
Phone: +1 212-297-5038

Article XI

1. Both the Donor and the UNFPA are firmly committed to preventing and detecting fraudulent and corrupt practices. Consistent with the UN Charter, the Standards of Conduct for the International Civil Service, the United Nations Staff Rules and Regulations, UNFPA Financial Rules and Regulations and Procurement Procedures, and the UNFPA Oversight Policy as approved and from time to time revised by the UNFPA Executive Board, UNFPA will use reasonable efforts to ensure that the utilization of the contribution conforms to the highest standard of ethical conduct and that every part of the organization, as well as all individuals acting on behalf of UNFPA, observe the highest standard of ethics and integrity.

2. UNFPA will maintain regulations, rules, policies, procedures and directives, requiring that any allegation(s) of fraud and corruption (as defined in the UNFPA Oversight Policy under “proscribed practices”) in connection with the implementation of the Project are reported to the Office of Audit and Investigation Services (OAIS), UNFPA, in a timely manner. Credible allegations will be investigated by OAIS in accordance with its regulations, rules, policies and procedures. The Director, OAIS, will, in a timely manner and consistent with its regulations, rules, policies and

procedures, including the UNFPA Oversight Policy, provide summary details to the anti-fraud office (or equivalent) of the Donor of the outcome of its investigation provided however that such notification will not, in the opinion of the Director, OAIS, jeopardize the proper conduct of the investigation into such allegations or the due process rights of the persons concerned.

3. Following the conclusion of any investigation which substantiates the allegation(s) of fraud or corruption involving any activities funded in whole or in part with a Contribution made under this Agreement, UNFPA will:

- a. Provide summary details of the actions taken as a result of the investigation;
- b. Use reasonable efforts to recover any part of the contribution, which OAIS has established as being diverted through fraud or corruption;
- c. In connection with (a) above, in consultation with and acting through the UN Office of Legal Affairs, give proper consideration to referring the matter to the appropriate member state authorities and to the provisions of General Assembly resolution 62/63; and
- d. As required by the Donor, and following consultations between the Parties, reimburse to the Donor any part of the Contribution which UNFPA has recovered further to sub-section (a) above, or credit it to a mutually agreed activity.

4. Any information provided to the Donor in relation to any matters arising under the Article shall be treated by the Donor as strictly confidential.

5. Any action further to the above paragraphs shall be consistent with UNFPA regulations, rules and directives.

Article XII

Any dispute, controversy or claim arising out of this Agreement shall be resolved amicably between the Parties.

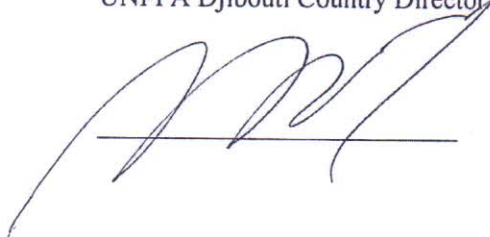
Article XIII

1. This Agreement shall enter into force upon signature, on the day of the last signature. It shall remain in force until the completion of the activities of the Project.

2. 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, being duly authorized thereto, have signed the present Memorandum of Understanding in two copies in English.

For the United Nations
Population Fund
Mr. Nikolai Botev
UNFPA Djibouti Country Director



Place and date :

Djibouti, 23/11/2017

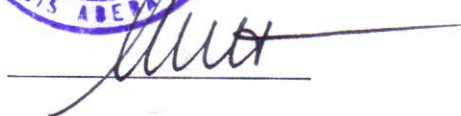


Acknowledged by AICS:


Head of Addis Ababa Office
Ginevra Letizia

For the Donor

THE AMBASSADOR
ARTURO LUZZI



Place and date:

ADDIS ABABA, 11/12/2017