



This Donor Agreement is made

BETWEEN

The UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010, with its Headquarters at 220 East 42nd Street, New York, NY 10017, USA (hereinafter referred to as “UN-Women”);

and

“The Directorate General for Development Cooperation of the Italian Ministry of Foreign Affairs (hereinafter referred to as “the Donor”);

(Both hereinafter separately and jointly referred to as the “Party” or the “Parties”).

WITNESSETH

WHEREAS the Donor hereby agrees to contribute funds to UN-Women for the implementation of the “Ciudad Mujer/ UN WOMEN” in El Salvador (the “Project”);

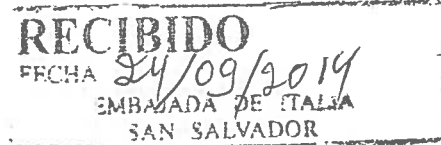
WHEREAS UN-Women is prepared to receive and administer the contribution for the implementation of the Project;

WHEREAS UN-Women shall designate an Implementing Partner for implementation of the Project;

NOW THEREFORE, UN-Women and the Donor hereby agree as follows:

Article I. Agreement Documents

1. This document, together with the Annexes attached hereto, all of which are incorporated herein and made part hereof, constitute the entire agreement between UN-Women and the Donor in the Contribution and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.
2. The documents comprising this Agreement are complementary of one another, but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply:
 - 2.1.1 First, this document;
 - 2.1.2 Second, Annex A Prodoc;
 - 2.1.3 Third, Annex B Workplan,



Article II. Effective Date; Term of Agreement

1. This Agreement shall take effect on the date both Parties have signed this Agreement, or if the Parties have signed it on different dates, the date of the latest signature (the "Effective Date").
2. This Agreement shall remain in effect for twenty-four months from the Effective Date, unless earlier terminated in accordance with the terms of this Agreement (the "Initial Term").
3. UN-Women may, with the agreement of the Donor, extend the Initial Term of this Agreement, under the same terms and conditions as set forth in this Agreement. UN-Women shall normally seek the agreement of the Donor to a request to extend the Agreement at least 30 days prior to the expiration of the Initial Term.

Article III. The Contribution

The Donor shall, in accordance with the schedule of payments set out below, contribute to UN-Women the amount of EUR 500.000,00 ("the Contribution") The Contribution shall be deposited in the following bank account:

Bank Name: Bank of America N.A.

Address: 5 Canada Square London E14 5AQ

Account Name: UNDP – UNW (EUR)

Account Number: 62722056

SWIFT Code: BOFAGB22

IBAN: GB14 BOFA 1650 5062 7220 56

Reference: [] Ciudad Mujer/ UN Women El Salvador

"Upon the signature of this Agreement, the Donor shall make the payments related to the Project in accordance with the following payment schedule:

EURO 373.000 immediately after the Effective Date of this Agreement.

The balance of EURO 127.000 after the approval by the Donor of a Report submitted by UN-WOMEN detailing that: (i) at least 8% of the first instalment (equal to Euro29,840.00) has been committed through binding arrangements; (ii) at least 92% of the first instalment (equal to Euro 343,160.00) has been disbursed for activities; (iii) the procurement plan for the project's second instalment with a revised time schedule for the project's activities; (iv) evidence that contracts have been signed and activities have started and are undergoing".

The Donor will inform UN-Women when the Contribution is paid via an e-mail message with remittance information to UN-Women Headquarters Finance, to finance.donoragreements@unwomen.org and to the UN-Women Chief of Accounts, to donna.grimwade@unwomen.org and copy Programme Specialist, miriam.bandes@unwomen.org

As the payment will be made in Euro, it will be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate

of exchange prior to the full utilization by UN-Women of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UN-Women shall inform the Donor with a view to determining whether any further financing could be provided by the Donor.

1. The above schedule of payments takes into account the requirement that the payments shall be made in advance of implementation of the Project activities.
2. UN-Women shall receive and administer the Contribution in accordance with its regulations, rules and directives.
3. All financial accounts and statements shall be expressed in United States dollars (USD).

Article IV. Utilization of the Contribution

1. The implementation of the responsibilities of UN-Women pursuant to this Agreement and the Project Document shall be dependent on receipt by UN-Women of the Contribution in accordance with the schedule of payment as set out in Article III, paragraph 1.
2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UN-Women shall submit to the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary.
3. If the payments referred to in Article III, paragraph 1, above are not received in accordance with the payment schedule, the assistance to be provided to the Project under this Agreement may be reduced, suspended or terminated by UN-Women in accordance with its regulations, rules and directives.
4. Any interest income attributable to the Contribution shall be credited to the UN-Women Project account and shall be utilized in accordance with the regulations, rules and directives of UN-Women and in consultation with the Donor.
5. Any refunds of Project disbursements before the Project is financially closed, as defined in Article XI, including any refunds obtained as proceeds of the sales of Project assets, shall be credited to the UN-Women Project account.

Article V. Administration and Reporting

1. Project management and expenditures shall be governed by the regulations, rules and directives of UN-Women and, where applicable, the regulations, rules and directives of any implementing partners and/or responsible parties selected by UN-Women, insofar as they do not contravene the regulations, rules and directives of UN-Women.
2. UN-Women shall provide to the Donor all or parts of the following reports prepared in accordance with UN-Women accounting and reporting procedures:
 - a) An annual status report of Project progress and the latest available approved budget, to be submitted within six months after each annual reporting period;
 - b) An annual certified financial statement as of 31 December, to be submitted by 30 June of the following year;

- c) A final report summarizing Project activities and the results of those activities, or, if the Contribution is to a UN-Women Annual Work Plan, the annual report of the UN-Women Country Office, as well as provisional financial data, to be submitted within six months of the date of operational completion or termination of the Project as defined in Article XI of this Agreement;
- d) A certified financial statement, to be submitted by 30 June of the year following the financial completion of the Project as defined in Article XI of this Agreement; and
- e) Every six month progress report and interim financial report to be submitted within one month after each six month period.

Article VI. Administrative and Support Services

1. The Contribution shall be subject to a cost recovery fee for general management support costs incurred by UN-Women headquarters and country office structures in supporting project activities (“the Cost Recovery Fee”). The Cost Recovery Fee under this Agreement is eight (8) per cent as of 1 January 2014 as determined by UN-Women Executive Board Decision 2013/2.
2. All direct costs of implementation of the Project, including the costs of any implementing partners and/or responsible parties, which may be selected during Project implementation, will be identified in the Project budget against a relevant budget line and borne by the Project accordingly.
3. The aggregate of the amounts budgeted for the Project, together with the estimated costs of related support services, shall not exceed the total resources available to the Project under this Agreement.

Article VII. Evaluation

Any evaluation of the Project shall be in accordance with the UN-Women Evaluation Policy and UN Evaluation Group norms and standards and shall be carried out by external independent evaluators. UN-Women shall be responsible for commissioning, planning and managing the evaluation.

Article VIII. Equipment

Ownership of equipment, supplies and other properties financed from the Contribution (“Equipment”) shall vest in UN-Women. Matters relating to the transfer of ownership of Equipment by UN-Women shall be determined in accordance with UN-Women regulations, rules and directives and shall be the subject of separate agreement.

Article IX. Auditing

The Contribution shall be subject exclusively to the internal and external auditing procedures in accordance with the regulations, rules and directives of UN-Women. Should the annual Audit Report of the Board of Auditors of the United Nations to its governing body contain observations relevant to the Contribution, such information shall be available to the Donor in the published report of the Board of Auditors.

Article X. Recognition and Use of Name and Logo

1. The Donor acknowledges that it is familiar with UN-Women's ideals and objectives and recognizes that its name and logo may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UN-Women.
2. Any use by the Donor of the UN-Women name or logo is subject to consultations between the Parties and the prior written agreement of UN-Women.

Article XI. Completion or Termination of the Project

1. The Project shall be considered operationally completed when all operational activity connected with the Project has been completed or ceased. UN-Women shall notify the Donor when it considers that the Project has been operationally completed or when the Project has been terminated.
2. Notwithstanding the operational completion or termination of the Project, UN-Women shall continue to hold the unutilized payments until all commitments and liabilities incurred in the implementation of the Project have been satisfied and Project activities brought to an orderly conclusion. If the unutilized payments prove insufficient to meet such commitments and liabilities, UN-Women shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied. In any case, the Donor contribution will not exceed the above-mentioned amount of Euro 500,000.00
3. The Project, when it has been operationally completed, or terminated, and all financial transactions have been recorded and the project accounts closed, shall be considered financially completed. The financial completion of the Project shall be accomplished within twelve (12) months after the month in which it is operationally completed or terminated.
4. After financial completion of the Project, any remaining liabilities of the Project, unforeseen disbursements or refunds shall be charged to the account held by UN-Women under "Miscellaneous revenue" or to other resources administered by UN-Women from which the liabilities, disbursement or refund were derived. Any remaining amounts below 1,000 USD (one thousand US Dollars) to the credit of the Project, after liabilities of the Project have been satisfied, shall be credited to the account held by UN-Women under "Miscellaneous revenue" or to other resources administered by UN-Women from which the remaining amount was derived. Any remaining amounts above 1,000 USD (one thousand US Dollars) shall be returned to the Donor or reallocated by UN-Women after consultation with the Donor.

Article XII. Termination of the Agreement

1. After consultations have taken place between the Donor and UN-Women and provided that the payments already received are, together with other funds available to the Project, sufficient to meet all commitments and liabilities incurred in the implementation of the Project, either Party may terminate the Agreement in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. 26.
2. Notwithstanding termination of all or part of this Agreement, UN-Women shall continue to hold unutilized payments until all commitments and liabilities incurred in the implementation of all or the part of the Project, for which this Agreement has been terminated, have been satisfied and Project activities brought to an orderly conclusion. 27.
3. Any remaining amounts below 1,000 USD (one thousand US Dollars) to the credit of the Project, after liabilities of the Project have been satisfied, shall be credited to the account held by UN-Women under "Miscellaneous revenue" or to other resources administered by UN-Women from which the remaining amount was derived. Any remaining amounts above 1,000 USD (one thousand US Dollars) shall be returned to the Donor or reallocated by UN-Women after consultation with the Donor.

Article XIII. Anti-terrorism

UN-Women shall take all reasonable efforts to ensure that the funds received from the Donor under this Agreement are not used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by the Donor hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all subsidiary agreements entered into for the purposes of implementing the Project.

Article XIV. Prevention of Corruption and Fraud

Both the Donor and UN-Women 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, and UN-Women's Financial Rules and Regulations and Procurement Manual, UN-Women 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 UN-Women, observe the highest standard of ethics and integrity.

2. UN-Women, in accordance with its regulations, rules and directives, will ensure that any allegations of fraud and corruption in connection with the implementation of the Project are reported to the Office of Audit and Investigations (OAI) in a timely and accurate manner. Credible allegations will be investigated by OAI in accordance with its regulations, rules, policies and procedures. OAI will give notification on a confidential basis to the Donor of any investigations that it is undertaking or proposes to undertake in relation to allegations of fraud and corruption involving any activities funded in whole or in part with a Contribution made under this Agreement, to the extent that such notification is consistent with OAI's regulations, rules, policies and procedures, protecting the probity and confidentiality of investigations and the due process rights of those under investigation.
3. Following the conclusion of any investigation which identifies fraud or corruption involving any activities funded in whole or in part with a Contribution made under this Agreement, UN-Women will:
 - a. Use reasonable efforts to recover any part of the Contribution, which OAI has established as being diverted through fraud or corruption;
 - b. In connection with (a) above, in consultation with the UN Office of Legal Affairs, give proper consideration to referring the matter to the appropriate authorities of the Member State where the fraud or corruption is believed to have occurred and to the provisions of General Assembly resolution 62/63; and
 - c. As required by the Donor, and following consultations between the Parties, reimburse to the Donor any part of the Contribution which UN-Women 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 UN-Women regulations, rules and directives.

Article XV. Amendment of the Agreement

The present Agreement and any Annexes thereto may be modified or amended only by written agreement between the Parties.

Article XVI. Settlement of Disputes

1. Any dispute, controversy or claim arising out of this Agreement shall be resolved amicably between the Parties by negotiations or consultations through diplomatic channels.

Article XVII. Privileges and Immunities

Nothing in or relating to this Agreement shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article XVIII. Notices

1. Except as otherwise specified in this Agreement, all notices and other communications between the Parties required or contemplated under this Agreement shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) email, transmitted to the Party for whom such notice or communication is intended, at the address or email shown below, or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Agreement:

If to the Donor:

Attn: **Giampaolo Cantini**

General Director for Development Cooperation of the Italian Ministry of Foreign Affairs

If to UN-Women:

Attn: **Anna Coates**

Regional Director a.i.

for the Americas and the Caribbean

2. Notices and other communications required or contemplated by this Agreement delivered by mail or recognized overnight delivery service shall be effective on the date they are officially recorded by the postal or delivery service as delivered to (or refused by) the intended recipient by return receipt or equivalent. Such notices and other communications delivered by facsimile shall be deemed to have been delivered to and received by the addressee, and shall be effective, on the date indicated on the facsimile confirmation. Such notices and other communications delivered in person shall be effective on the date of actual receipt.

Article XIX. Miscellaneous

1. No terms or provisions of this Agreement shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or

excuse or waiver of, a breach of this Agreement shall constitute a consent to, or excuse or waiver of, any other subsequent breach.

2. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
3. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement for any purpose whatsoever.
4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.
5. Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.
6. This Agreement and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. No other person shall be a third party beneficiary hereof or have or be entitled to assert rights or benefits hereunder.

Article XX. Additional Reporting

If special circumstances so warrant, UN-Women may provide more frequent reporting in relation to the Project at the expense of the Donor.

Article XXI. Consultation and Exchange of Information

1. The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, arising under this Agreement.
2. The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present Agreement and to plan future activities.
3. The Parties may invite each other to send observers to meetings convened by them or under their auspices in which, in the opinion of either party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

For the Donor:

For UN-Women:

Name: Min. Giampaolo Cantini

Name Patricia Olamendi

Signature



Signature



Title:

General Director for Development
Cooperation of the Italian Ministry
of Foreign Affairs

Title

Resident Representative of UN Women
El Salvador

Date

10 OCT. 2014

Date

22 de Septiembre del 2014