



Sundbyberg, 2022-12-05

Subject: Amendment of the Financing Agreement between Sweden, Represented by the Swedish International Development Cooperation Agency (Sweden) and the United Nations Development Programme (UNDP). Reference: (Sida Contribution ID 15123)

Dear Ms. Francine Pickup,

With reference to the abovementioned Contribution Agreement, in line with article XIX. Amendment of the Agreement, Sida seeks to amend the agreement as follows:

Article I. The Contribution

Article I. 2. – The details of the Programme/Project including its expected results and its budget are described in UNDP Funding note – UNDP’s Support to the Global Partnership for Effective Development Cooperation attached as Annex 1 to this Agreement.

The objectives of the Programme/Project are:

UNDP’s support will contribute to strengthening the value of the GPEDC, its instruments and multi-stakeholder process to country-level development coordination processes, including knowledge sharing support around anchoring the Global Partnership monitoring in country-led efforts for achieving the 2030 Agenda. It will also contribute to cultivation of a robust effectiveness community through management of strategic communication and knowledge sharing solutions and platform/tools in coordination with the UN development system.

- A. Management of the Global Partnership Monitoring Process and Framework
- B. Advisory Services to Co-Chairs and Steering Committee
- C. Advocacy, Strategic Communication and Learning and Knowledge Management

Article I. 3. (a) The Contribution – Sweden shall in accordance with the schedule of payments set out below, increase the contribution to UNDP to the maximum of 7,000,000 SEK.

SWEDISH INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
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Telephone: +46 8-698 50 00

DS
FP

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Schedule of Payments

Upon Signature of Agreement	2,000,000 SEK	Received on 24 September 2021
Upon Signature of this letter	5,000,000 SEK	

Article II. Utilization of the Contribution

Article II. 1. The contribution shall be used for costs incurred from 1 July 2021 to 31 December 2023. Any revisions to the Project/Programme, including the budget included in the Prodoc, would be made in consultation with Sweden. UNDP will share annual workplans and budgets with Sweden. Programme/project management and expenditures shall be governed by the regulations, rules and directives of UNDP and, where applicable, the regulations, rules and directives of the Implementing Partner.

Article XXI. Entry into Force

This Agreement shall enter into force upon the signature of this Agreement by the parties hereto, on the date of the last signature. The Agreement shall remain valid until 31 December 2024 or unless terminated in accordance with Article XV.

Addition of new article XXII:**Article XXII. Protection from Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)****1. Preventing and addressing SEA and SH**

UNDP has zero tolerance for Sexual Exploitation & Abuse (SEA) and Sexual Harassment (SH) and is firmly committed to take all reasonable steps to prevent and address sexual exploitation and abuse and sexual harassment, in accordance with its regulations, rules, policies and procedures. UNDP recognizes that it is important that all its staff, individual contractors, implementing partners, vendors and any third parties which are involved either in joint activities or in those of UNDP will adhere to the highest standards of integrity and conduct as defined by UNDP. UNDP confirms that, in keeping with its long-established practise in this regard, UNDP will take every action possible to prevent all forms of sexual exploitation and abuse and to take robust and prompt action in response to any allegations, in line with the UN Secretary-General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13, 9 October 2003), the commitment to action by the Secretary-General in his report on Special Measures for Protection from Sexual Exploitation and Abuse: A New Approach (A/71/818), and UNDP regulations, rules, policies and procedures.

2. Definitions

(a) “Sexual Exploitation” means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another,

(b) “Sexual Abuse” means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions, and

(c) “Sexual Harassment” means any unwelcome conduct of a sexual nature, that might reasonably be expected or be perceived to cause offense or humiliation, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. SH may occur in the workplace or in connection with work. While typically involving a pattern of conduct, SH may take the form of a single incident. In assessing the reasonableness of expectations or perceptions, the perspective of the person who is the target of the conduct shall be considered.

3. When UNDP becomes aware of reasonable suspicions, complaints or reports of SEA or SH by its personnel, UNDP will, as appropriate under its regulations, rules, policies and procedures, take reasonable, swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for potential criminal matters), as appropriate and when safe to do so, after considering the wishes of the victim/survivor, following a victim/survivor centered approach to SEA issues consistent with the United Nations Protocol on the provision of assistance to victims of SEA.

4. Investigations

(a) Investigations of allegations of SEA and/or SH by Individuals/Entities involved in the activities funded under this agreement which are contracted by UNDP will be carried out by the Office of Audit and Investigations (OAI), in accordance with UNDP’s internal policies and procedures.

(b) In the event that Sweden becomes aware of factors that would indicate a need for closer scrutiny, it is agreed that Sweden will promptly bring these factors to the attention of UNDP.

5. Reporting and disclosure of information

(a) UNDP will report all allegations of SEA credible enough to warrant an investigation through the Secretary General’s Reporting Mechanism (“the Report”). UNDP will report on, SH allegations credible enough to warrant an investigation through existing UNDP reporting mechanisms.

(b) When UNDP reports an allegation of SEA to, or becomes aware of an allegation reported through the Secretary General's Report that is directly related to the activities funded under this agreement and would have a significant impact on this partnership between UNDP and Sweden, UNDP will promptly notify Sweden. When UNDP reports allegations of SH through existing reporting mechanisms and has determined that the allegations would have a significant impact on this partnership between UNDP and Sweden, UNDP will promptly notify Sweden.

(c) It is understood and accepted that UNDP's arrangement to report on SEA and SH in accordance with UNDP regulations, rules, policies and procedures, including its rules on confidentiality, and is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.

(d) Upon request from the Sweden, UNDP will provide further available relevant information that it is aware of, including about subsequent measures taken by UNDP, unless disclosure of such information would be inconsistent with regulations, rules, policies and procedures concerning disclosure of information.

(e) Any information or documentation provided in accordance with these provisions will be treated by Sweden with utmost discretion in order to ensure, inter alia, the probity of any investigation, protect sensitive information, ensure the safety and security of persons and respect the due process rights of all involved. Any information or documentation that has been obtained by Sweden pursuant to this Article 6 shall be kept confidential in accordance with national law. If Sweden is required by national law or court decision to disclose any information in connection with this paragraph, it shall notify UNDP.

All other provisions of the above financing agreement shall remain valid without modification. The amendment will become effective on the date of the last signature.

Sida

5 (5)

If the above is agreeable to you I propose that an exchange of letters, i.e. this letter and your written confirmation of approval of its content, shall constitute a formal agreement of a cost extension of the current agreement between Sweden and UNDP. It will be valid from the date of your confirmation.

Yours sincerely,

 2022-12-05

Anna Rahm
Head of Unit for Effective Aid Delivery
Department for Management Support
Swedish International Development Cooperation Agency (Sida)

DocuSigned by:

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Francine Pickup
Deputy Assistant Administrator and Deputy Director
Bureau for Policy and Programme Support
UNDP

