

Financing Agreement between Sweden, Represented by the Swedish Embassy in Uganda (Sweden) and The United Nations Development Programme (UNDP)

WHEREAS UNDP shall receive and administer the Contribution for the implementation of the **Strengthening Electoral Processes in Uganda Project (SEPU)] in Uganda**, in accordance with the provisions of this agreement and agreed work plan and budget.

WHEREAS the Government of Uganda has been duly informed of the Contribution of Sweden to the **Strengthening Electoral Processes in Uganda Project (SEPU) in Uganda**,

WHEREAS the programme has been selected, designed and implemented consistent with the Strategic Plan and Integrated Results and Resource Framework approved by the UNDP's Executive Board as well as relevant policies, procedures and guidelines. Activities at country level shall be in line with national priorities and plans as reflected in the United Nations Sustainable Development Cooperation Framework (UNSDCF) and in the UNDP Regional/Country Programme Document.

WHEREAS UNDP intends to implement the project/programme through *Direct Implementation Modality*.

NOW THEREFORE, UNDP and Sweden, represented by the Embassy of Sweden in Uganda here and after referred to as "Sweden" hereby agree as follows:

Article I. The Contribution

1. Sweden shall contribute to the implementation of the **Strengthening Electoral Processes in Uganda Project (SEPU)** in Uganda aligned with UNDP's Strategic Plan 2018-2021 (hereinafter referred to as the "Project").
2. The details of the Project including its expected results and its budget are described in the **Strengthening Electoral Processes in Uganda Project (SEPU)** Project Document, (hereinafter referred to as the "Prodoc") attached as Annex 1 to this Agreement.
3. The objective of the Project is to **Support Electoral Process in Uganda**

The specific objectives of the project are to: 1) Strengthen transparency and inclusion in electoral process; 2) Enhance institutional capacity for the Electoral Commission (EC) and other electoral stakeholders; and 3) Improve peace building mechanisms.



4. (a) Sweden shall, in accordance with the schedule of payments set out below, contribute to UNDP the amount of maximum 10,000,000 SEK (Ten million Swedish Kronor). In line with UNDP's Financial Regulations and Rules and Investment Policies, it may invest and reinvest the contributions pending their imminent disbursement. The disbursement schedule will be designed to ensure that programme implementation is not compromised by reason of shortfalls in funds availability or delays in processing and transferring requested payments.

Schedule of Payments	Amount
Upon signature of this Agreement	10,000,000 SEK

- b) Upon a written request from UNDP, Sweden shall transfer the Contribution, or any part thereof, by electronic funds transfer to a bank account specified in the request. The request shall include the following information:

Formal requirements:

The request shall:

- be sent in one (1) original to Sweden as set out in Article XVI;
- include information on the title of the Contribution Agreement;
- include the **Sida Contribution ID 14170**
- be signed by the contact person indicated in Article XVI
- be stated in the currency of Swedish Kronor (SEK).

Bank information requirements:

- Name of Bank: **NORDEA BANK SWEDEN A.B.**
- Bank account information: **Foreign Customer Services
P.O Box 16081/Drottninggatan 4
SE-103 22 Stockholm, SWEDEN**
- Bank account holder: **UNDP Contributions Account**
- Bank account number: **48491300046**
- IBAN (if applicable); **SE453000000048491300046**
- SWIFT/BIC-code: **NDEASESS**
- Currency of the account: **SEK**

- c) The payment will be effectuated in SEK to the bank account specified in the request. UNDP will state explicitly in each request that the account can receive SEK.
- (d) Sweden will inform UNDP when the Contribution is paid via an e-mail message with remittance information to contributions@undp.org, providing the following information: donor's name, UNDP Uganda /RBA Bureau, UNDP Project no **UGA10/00126722, Strengthening Electoral Processes in Uganda Project (SEPU) in Uganda** and Sida Contribution ID 14170.
- (e) The Sida Contribution ID as set out in Article XVI shall be inserted in the bank remittance advice when funds are remitted to UNDP.

- (f) Questions from UNDP regarding payments may be directed to ekonomiservice@sida.se.
5. The value of the payment in SEK will be determined by applying the United Nations operational exchange rate 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 UNDP of the payment, the value of the balance of funds still held at the that time will be adjusted accordingly. If, in such case, a loss in the value of the balance of funds is recorded, UNDP shall inform Sweden with a view to determine whether any further financing could be provided by Sweden or how to adjust the budget and work plan of the Project. Should such further financing not be available, or adjustment be agreed, UNDP may reduce, suspend or terminate the Project. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended to be consistent with the progress of Project delivery. Such amendments shall be made as written amendments to this Agreement.
 6. UNDP shall receive and administer the payment in accordance with the rules, regulations, policies and procedures of UNDP.
 7. All funds contributed by Sweden will be administered through the UNDP system in a manner that they can be traced and acknowledged as being provided by Sweden, including through separate accounting records.

Article II. Utilization of the Contribution

1. The Contribution shall be used exclusively for the Project as described in the Prodoc and work plan and Budget **UGA10/00126722/ Strengthening Electoral Processes in Uganda Project (SEPU) in Uganda**, attached as Annex 1. The contribution shall be used for costs incurred from **February 2020 to February 2022**. Any revisions to the Project, including the budget included in the Prodoc, would be made in consultation with Sweden. UNDP will share annual workplans and budgets with Sweden.

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.

2. The implementation of the responsibilities of UNDP and of the Implementing Partner pursuant to this Agreement and the Prodoc shall be dependent on receipt by UNDP of the Contribution in accordance with the schedule of payment as set out in Article I, paragraph 1, above. UNDP shall not start the implementation of the activities prior to receiving the Contribution or the first tranche of the Contribution (whichever is applicable).
3. If unforeseen changes in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP shall submit to Sweden on a timely basis a supplementary estimate showing the financing that will be necessary. Sweden and UNDP will discuss and agree how to manage such unforeseen changes.

4. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraph 2 above is not forthcoming from the Donor or other sources, the assistance to be provided to the Project under this Agreement may be reduced, suspended or terminated by UNDP.
5. In accordance with the financial regulations, interest and investment revenue will be retained by, and form part of the regular resources or miscellaneous revenue of UNDP.
6. To maximize the development effectiveness of activities financed under this Agreement, UNDP shall participate in joint analysis and reviews undertaken by the UN Country Team, and pursue collaboration and partnerships with relevant development partners, regardless of the source of funding.

Article III. Procurement

Procurement of goods and services shall be carried out in accordance with the established procurement regulations of UNDP, including international competitive bidding when relevant.

Article IV. Special Provisions regarding Financing of Terrorism

Consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, the Parties are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, the Parties recognize their obligation to comply with any applicable sanctions imposed by the UN Security Council. The UNDP will use all reasonable efforts to ensure that the funds transferred to it in accordance with this Agreement are not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime. If, during the term of this Agreement, UNDP determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime, it will as soon as it becomes aware of it inform Sweden and determine an appropriate response.

Article V. Monitoring

1. UNDP shall be responsible for the implementation, monitoring and regular review of activities carried out under this Agreement and as further specified in the Prodoc.
2. The Parties shall promptly inform each other about any condition/event/situation which interferes or threatens to interfere with the successful implementation of any activity financed in full or in part by Sweden. Sweden may reasonably request additional information at any time. Such information shall be provided in a timely manner, and to the extent possible within thirty (30) days of the request, subject to UNDP's regulations, rules, policies and procedures.



3. At Sweden's request, UNDP will facilitate, to the extent that it is reasonably possible and only with regard to matters within UNDP's control, visits to Programme sites by officials of Sweden to study the various activities of relevance for Sweden's follow up of its Contribution. The details of any such site visits will be agreed in advance between Sweden and UNDP.

Article VI. Fraud, Corruption and Unethical Behaviour

1. UNDP and Sweden have a zero tolerance approach towards fraud and corruption and, subject to considerations of security, due process, and effective pursuit and recovery actions, and respecting the privileges and immunities of the UN Organizations, will advise each other promptly and without undue delay of credible allegations of fraud or financial impropriety involving the contribution (through mechanisms established under their respective policies) and will give full consideration to requests for co-operation with each other's investigations into credible allegations of fraud and corruption involving the contribution, subject always to their respective policies and procedures. In that regard, the Parties recall that reports of investigations conducted by UNDP are not publicly disclosed.
2. The Parties are firmly committed to take all necessary precautions to avoid and address corrupt, fraudulent, collusive, coercive, unethical, or obstructive practices. UNDP recognizes that it is important that all staff members, individual contractors, implementing partners, vendors and other third parties (collectively referred to as "Individual Entities" and individually as the "Individual Entity") which are involved in the activities of the Project must adhere to the highest standard of integrity as defined by UNDP. UNDP will maintain standards of conduct that govern the performance of the Individuals/Entities and will prohibit practices that are contrary to these standards in any activity related to the Fund. The Individuals/Entities must not engage in fraud, corruption, coercive, collusive, unethical practices, or obstruction, as defined below.
3. 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's Office of Audit and Investigations (OAI) Director in accordance with UNDP's accountability framework. The implementation of UNDP's accountability framework may include, without limitations, an intervention by OAI or, where considered appropriate, the commissioning by OAI of a private audit firm to carry out an audit on its behalf and under its supervision. The costs of such intervention shall be charged to the project. Upon request, the Director of OAI shall provide written periodic progress reports at least every three months regarding the results of the implementation of such intervention, and, as applicable, will provide the final audit report at its conclusion.

In this Agreement,

- "Fraud" is defined as a knowing misrepresentation of the truth or a concealment of a material fact to induce another to act to his or her detriment;

- “Corruption” is defined as the act of doing something with an intent to give an advantage inappropriate with official duties to obtain benefit, to harm or to influence improperly the actions of another party.
- A “Coercive practice” is defined as an act or omission that impairs or harms, or threatens to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party;
- A “Collusive practice” is defined as an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- An “Unethical practice” is defined as behaviour that constitutes a conflict of interest, or that is contrary to the policies and requirements of doing business with UNDP, including but not limited to post-employment and gifts and hospitality provisions;
- “Obstruction”: acts or omissions that prevent or hinder UNDP from investigating instances;

4. Investigations

- a) Investigations of allegations of wrongdoing by Individuals/Entities involved in the activities of the Fund which are contracted by UNDP will be carried out by the Office of Audit and Investigations (“OAI”) of UNDP, in accordance with UNDP’s internal policies and procedures.
- b)
 - (i) OAI will give prompt notification on a confidential basis to Sweden of any investigation that UNDP 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.
 - (ii) In case of a credible allegation, UNDP will take timely and appropriate action in accordance with its regulations, rules, policies and procedures, which may include withholding further disbursements to the Individual(s)/Entity(ies) allegedly involved in the corrupt, fraudulent, collusive, coercive, unethical or obstructive practices as defined above.
- c) Upon completion of the internal reporting on their investigation, subject to UNDP procedures, UNDP will provide information on the results of their investigation(s) to Sweden.

Sweden may request direct consultations at senior level between the Parties in order to obtain assurance that the UNDP’s oversight and accountability mechanisms have been and are being fully applied in connection with such allegations.

- d) If the Project is affected by suspected or actual fraud or corruption, collusive, coercive or unethical practise, Sweden reserves the ability to suspend or terminate disbursements with immediate effect, without the requirement that notice be given in accordance with Article XVI below.
- e) UNDP will determine what disciplinary and/or administrative measures, including referral to national authorities, may be taken as a result of the investigation, according to its internal policies and procedures on disciplinary and/or administrative measures, including vendor sanction mechanism, as appropriate. UNDP will share information on measures taken as a result of the investigation(s) with Sweden.

5. Recovery of Funds

- a) If there is evidence of improper use of funds as determined after an investigation, UNDP will use their best efforts, consistent with their regulations, rules, policies and procedures to recover any funds misused. With respect to any funds recovered, UNDP will consult with Sweden. Sweden may request that funds recovered by UNDP be returned to it in proportion to its Contribution to the Project, in which case UNDP would credit that portion of the funds so recovered to the Project and return that portion of such funds to Sweden in accordance with Article XIV subsection 6. For any such funds that Sweden does not request to be returned to it, such funds will either be credited to the Programme Account or used by the UNDP for a purpose mutually agreed upon
- b) In the event that any part of the contribution is determined by UNDP to have been lost due to fraud, corruption or any other financial irregularities, such loss will be dealt with in accordance with the applicable financial regulations, rules, policies, procedures and directives of UNDP.
- c) In respect of such amount that UNDP has not been able to recover, UNDP shall do its utmost to maintain its efforts to recover such funds. UNDP agrees to continue consultations with Sweden and members of the Executive Board, with a view of determining a mutually agreeable solution, and in the interim, agree to discuss such issues on a case by case basis.
- d) The provisions of this Article shall be applied in a manner consistent with the privileges and immunities of the United Nations.

Article VII. Reporting

1. UNDP shall provide to Sweden the following reports in accordance with UNDP accounting and reporting procedures.

Progress Reports:

- (a) From the country office (or relevant unit at headquarters in the case of regional and global projects) an annual status report of Project progress for the duration of this Agreement, as well as the latest available approved budget. This report shall be analytical in approach

and include a presentation of progress made in the implementation of the entire project towards the achievement of results against the indicators contained in the work plan and results matrix and shall relate to the financial reports and compare actual outputs with planned outputs, actual expenditures with budgets and analyse how the outputs contribute to expected outcomes of the /project activities. Explain major deviations from plans and problems encountered, include a brief account of materialised internal and external risk factors to the project and how these have been handled, and include other information, as relevant, related to the successful implementation of the activities; This report shall be sent to the contact person specified in Article XVI.

Annual Certified Financial Statements:

- (b) From UNDP Bureau of Management/Office of Finance and Administration, an annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year. The financial reports will provide information on the use of financial resources against the outputs and outcomes in the agreed upon results framework based on the format of UNDP's organization wide, country specific or project specific results framework, as applicable. The financial reports should to the extent possible reflect actual expenditures against budget lines in the agreed budget. These reports shall be sent to ekonomiservice@sida.se;

End of Project Report:

- (c) From the country or regional office (or relevant unit at headquarters in the case of global projects) unless otherwise agreed, within six months after the end of the Project or termination of this Agreement, a Final Report summarizing Project activities and impact of activities as well as provisional financial data. This report shall be analytical in approach and include a presentation of activities undertaken and progress made in the implementation of the project, including narrative and provisional financial information about actual results, outcomes, undertakings and expenditures in relation to expectations as outlined in the in the Prodoc, Work Plan and Budget. Deviations should be explained, and key findings and lessons learnt included in a summary of the report. Actual expenditures shall be reported against the Budget;

If applicable, the country/regional office (or relevant unit at headquarters in the case of global projects) is encouraged to submit a common narrative report including all contributions to activities related to the Project from all funding sources.

Final Certified Financial Statement:

- (d) From UNDP Bureau of Management/Office of Finance and Administration, on completion of the Programme/Project, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the Project. This financial statement will include a statement on unspent balances. Such unused balances will be refunded without delay after the Certified Financial Statement has been issued to Sweden. Information on unspent balance and refunds of unspent balance shall be submitted and addressed to Sweden in accordance with Article XVI. The information shall include a reference to the Sida Contribution number **14170**. For banking instructions contact:

Swedish International Development Cooperation Agency
 Accounting and Finance Unit
 Department for Management Support
 SE-105 25 STOCKHOLM, Sweden
 Email: ekonomiservice@sida.se

In case multiple donors contribute funds to the Programme, these reports will be consolidated and, as relevant, include information on the contributions and spending from all donors to the Programme.

3. If special circumstances so warrant, UNDP and Sweden may agree on more frequent reporting at the expense of Sweden . The nature and frequency of this reporting shall be detailed in an annex to this Agreement.
4. Further to the reporting requirements stipulated above, UNDP will keep Sweden informed of key issues, progress and problems relating to the Project, as appropriate.
5. All reports or statements will be expressed in United States Dollars.

Article VIII. Annual Review and Consultations

1. Sweden and UNDP shall hold annual review meetings at operational level with the Project Oversight/Steering Committee in accordance with management arrangements as described in the Prodoc. Unless otherwise agreed, UNDP will convene and chair the consultations, which shall be held at a mutually agreed date and place. UNDP will draft agreed minutes of the meeting and submit these within three (3) weeks to Sweden for comments and final approval by both Parties. Each Party shall bear their own costs for participating in such consultations.

The consultations may include:

- (i) *Exchange of views on strategic issues with regard to the Project;*
- (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 spending;*
- (iii) *Findings from audits, evaluations and reviews;*
- (iv) *UNDP shall inform Sweden about planned reviews, audits and evaluations planned for the following twelve (12) months.*
- (v) *These meetings may involve other donors, in particular if they have contributed to the Project.*

Article IX. Administrative and support services

In accordance with the decisions, policies and procedures of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS



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costs, the Contribution shall be charged a fee equal to the applicable UNDP cost recovery rate for projects and programmes, at current 8 per cent as per Executive Board Decision 2013/9. Furthermore, as long as they are unequivocally linked to the Project, all direct costs of implementation, including direct support costs and costs of Implementing Partner, shall be identified in the Project budget against a relevant budget line and borne by the Project accordingly.

Article X. Evaluation

1. UNDP shall each year, in connection with the Annual Review regarding the Project referred to in Article VIII, inform Sweden about the schedule for reviews and evaluations planned for the following twelve (12) months.
2. Terms of reference shall be forwarded to Sweden at least four (4) weeks in advance for comments. Sweden may be invited to participate in the review activities.
3. UNDP Programmes and Projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of Uganda in consultation with other stakeholders will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating a Project including an evaluation of its Contribution to an outcome which is listed in the Evaluation Plan. UNDP shall commission the evaluation, and the evaluation exercise shall be carried out by external independent evaluators.

Disclosure of Evaluations Reports

4. The Parties recall UNDP Board Decision 2018/6 (DP 2019/2) and note that, in accordance with that decision and the terms of the UNDP Evaluation Policy, and subject to such further decisions as UNDP's Executive Board may from time to time adopt, final evaluation reports and management responses, as applicable, are publicly disclosed by UNDP. Such disclosure is made at <http://web.undp.org/evaluation/> or at such other URL as the Director, Evaluation Office, UNDP, may from time to time decide.
5. UNDP shall forward without undue delay to Sweden any evaluation report pertaining activities financed under this Agreement or inform Sweden that such report is available at UNDP's website, as referred to in Article X, subsection 4 above.
6. The foregoing provisions regarding evaluations of programmes shall not preclude that Sweden may, separately or jointly with other partners, take the initiative to evaluate or review its cooperation on Programme level with UNDP, with a view to determining whether results are being or have been achieved and whether contributions have been used for intended purposes. It is understood that evaluations by Sweden of its cooperation with UNDP as referred to in the preceding sentence are distinct and separate from evaluations of the programmes as referred to in Clause 1 in this Article, which are subject exclusively to the authority of the independent Evaluation Office of UNDP. UNDP shall be informed about such initiatives and may be invited to join. UNDP shall upon request assist in providing relevant information within the limits of its regulations, rules, policies and procedures. All major costs shall be borne by Sweden, unless otherwise agreed.

Article XI. Equipment

Ownership of equipment, supplies and other properties financed in whole or in part from the Contribution shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

Article XII. Auditing

1. External and Internal Audit of UNDP:

The Parties recall that UNDPs financial books and records are routinely audited in accordance with the external and internal auditing procedures established in UNDP's financial regulations. The Parties further recall that the external auditors of UNDP, the United Nations Board of Auditors, are appointed by and report to the United Nations Assembly, and to UNDP Executive Board of which Sweden is a member. Accordingly, the Contribution shall be subject exclusively to the provisions on external and internal audit provided for in UNDPs financial rules, policies and procedures.

The Project activities directly implemented by UNDP shall be subject exclusively to UNDP internal and external audit policies and procedures provided for in the financial regulations, rules, policies and procedures of UNDP. The audit of directly implemented projects may be conducted by UNDP Office of Audit and Investigations (OAI) or by an audit firm engaged by and working on behalf of OAI.

2. Audit of implementing partners

The part of the Contribution transferred by UNDP to Implementing Partner(s) shall be audited as provided under UNDP's financial regulations as well as its financial rules, policies and procedures. Such audits are performed by external audit professionals designated by UNDP 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).

Sida will be informed by the office in charge, as appropriate and applicable, if and when an audit is underway.

3. Disclosure of Audit Reports

3.1 Disclosure of External Audit Reports:

Disclosure of external audit reports prepared by the United Nations Board of Auditors on the audit of the financial statements of UNDP:

- a) The Parties recall that the reports on the audits of the financial statements of UNDP 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) The Parties take note that external audit reports of UNDP are publicly disclosed by the United Nations Board of Auditors at <http://www.un.org/en/auditors/board/auditors-reports.shtml>, or such other URL as the Board of Auditors may from time to time decide.

3.2 Disclosure of Internal Audit Reports:

- a) The Parties recall UNDP Executive Board decision 2012/18 June 2012, and note that, internal audit reports are publicly disclosed by the Director, Office of Audit and Investigation services, UNDP, subject to the limitations contained in that decision, and subject to such further decisions that UNDP's Executive Board may from time to time adopt.
- b) The Parties take note that internal audit reports are publicly disclosed by the Director, Office of Audit and Investigation Services (OAI), UNDP, at, <http://audit-public-disclosure.undp.org/> or at such other URL as the Director, Office of Audit and Investigation Services, may from time to time decide.

The Parties take further note that a copy of each internal audit report is disclosed and transmitted by the Director, Office of Audit and Investigation Services, UNDP, to the United Nations Board of Auditors.

For purposes of this Article, the term "internal audit report" shall mean the final report resulting from an audit issued by the Director, Office of Audit and Investigation Services, UNDP, to the Executive Director and the auditees for their consideration and for the implementation of recommendations (unless otherwise defined in UNDP's Accountability Framework Policy as from time to time approved or amended by UNDP's Executive Board).

3.3 Disclosure of Audit Reports concerning professionals designated by UNDP and audit reports prepared by a government's supreme audit institution, on the activities of Implementing Partners and funded by Sweden (Sida):

- a) Audit reports prepared by external audit professionals designated by UNDP and audit reports prepared by a government's supreme audit institution, on the activities of an Implementing Partner towards the implementation of the Programme, will be disclosed by UNDP to Sweden upon written request submitted to that effect by Sweden to UNDP. Such written request shall be in a standard UNDP form and format as from time to time decided by UNDP.
- b) It is understood that disclosure as provided in the paragraph above shall:
- i) be contingent upon UNDP having obtained written consent to such disclosure from the Implementing Partner;
 - ii) not apply unless the aggregate value of the transfer of cash, supplies and equipment from UNDP to the Implementing Partner, financed from all of the donors' contributions to UNDP during any calendar year, exceeds USD 100 000 (one hundred thousand United States Dollars).

4. Information to Sweden about audits

Should the annual Audit Report of the UN Board of Auditors to its governing body contain observations relevant to the Project, such information shall be made available promptly to Sweden by the country office.

5. Management Response

In case of observations relevant to the Project, UNDP shall inform Sweden of its Management Response.

Article XIII. Reservations

1. Sweden reserves the right to suspend disbursement of a contribution in full or in part to any Project activity:
 - a) If the Project is affected by credible allegations of proscribed practices that risk impacting the delivery of results within the activity;
 - b) If obligations under this Agreement are not met;
 - c) If substantial deviations from agreed plans and budgets have occurred, if the Project develops unfavourably in relation to goal and objectives while giving due consideration to complex development, operational or security situations.
2. It is understood that in such an event, UNDP may reduce, suspend or terminate the Project activities. UNDP may only reimburse recovered amounts and non-committed/non-spent amounts.
3. Before withholding any disbursements in accordance with and subject to the provisions of this Article XIII, the Parties shall consult with a view to reaching a solution on the matter.

Article XIV. Completion of the Agreement

1. Whenever the following terms are mentioned in this Agreement, the definition for operational completion date is when the activity period of the project ends. The financial closing date, also called the expiry date, is 12 months after the operational completion date.
2. UNDP shall notify Sweden when all activities relating to the Project have been completed in accordance with the Prodoc.
3. Notwithstanding the completion of the Project, UNDP shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Project have been satisfied and activities brought to an orderly conclusion. Until the expiry date of the Project, UNDP shall not make any further disbursement after the financial closing date.
4. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNDP shall notify Sweden and consult with Sweden on the manner in which such commitments and liabilities may be satisfied.

5. In cases where the Project is completed in accordance with the Prodoc any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP in accordance with UNDP Financial Regulations and Rules (including but not limited to core resources). If the balance exceeds 5,000 USD (five thousand US Dollars), it shall be refunded to Sweden in full.
6. When returning funds UNDP shall notify Sweden by e-mail to ekonomiservice@sida.se of the following: (a) the amount transferred, (b) the value date of the transfer, and (c) the contribution number and d) that the transfer is from UNDP in respect of the Project in **Uganda** pursuant to this Agreement. Sweden will promptly acknowledge receipt of funds in writing. In the electronic bank message to the payee, the Contribution number shall be inserted.

Article XV. Termination of the Agreement

1. This Agreement may be terminated by UNDP or by Sweden after consultations between the Parties, and provided that the funds from the Contribution 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. This Agreement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate this Agreement.
2. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of all or the part of the Project have been satisfied and Project activities brought to an orderly conclusion.
3. In cases where this agreement is terminated before Project completion any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. If the balance exceeds 5,000 USD (five thousand US Dollars), it shall be refunded to Sweden in full.

Article XVI. Notice and communication

The officers responsible for coordination of all matters related to the implementation of this Agreement except the acknowledgements of receipt and certified financial statements as specified in Article VII subsection 1.1 b) and d), and to which any notices or correspondence shall be addressed are:

(a) To Sweden:

Embassy of Sweden
Plot 24, Lumumba Avenue
P.O Box 22669
Kampala

Contribution number: **14170**

(b) Upon receipt of funds, UNDP shall send an electronic receipt to ekonomiservice@sida.se as confirmation that the remitted funds have been received by UNDP.

Donor email address: maureen.nahwera@gov.se

Attention: Maureen Nahwera

(c) To UNDP: registry.ug@undp.org

Name, Position: Resident Representative
Plot 11, Yusuf Lule Road Kampala
PO. BOX 7184

Address: United Nations Development Programme

(d) In all communications the contribution number of Sweden shall be inserted: **14170**

Article XVII. Recognition

UNDP shall make efforts to ensure that publications and communications hereunder, press releases or other information material issued by UNDP with respect to any activity financed under this Agreement, clearly indicate that the activities in question have received funding from Sweden. These efforts shall in all cases be subject to security and safety considerations of UNDP.

Article XIX. Amendment of the Agreement

This Agreement may be amended through an exchange of letters between the Parties. The letters exchanged to this effect shall become an integral part of this Agreement.

Article XX. Settlement of Disputes

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

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 **1 of March 2022** or unless terminated in accordance with Article XV.

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

Kampala

Place and date

27/10/2020

Kampala

Place and date

27/10/2020

For
Sweden, represented by the Embassy of
Sweden in Kampala.

For
the United Nations Development
Programme:

Signature

Per Lindgärde

Name in block letters

Ambassador

Title in block letters

Signature

Elsie Attafuah

Name in block letters

Resident Representative

Title in block letters

Annex 1: Programme document including workplan and budget