Framework Arrangement

between

the Government of the United Kingdom of Great Britain and Northern Ireland
(“the United Kingdom”)

and


The United Kingdom and UNFPA, UNICEF and UNDP have decided to co-operate in the
financing of programmes, projects and activities of a developmental or humanitarian nature
undertaken as part of their respective cooperation with Host Governments. UNFPA, UNICEF
and UNDP are prepared to receive and administer non-core or restricted contributions from
the United Kingdom for the implementation of their respective programmes, projects and activities.
The United Kingdom and UNFPA, UNICEF and UNDP have reached the following
understanding with respect to contributions made solely by DFID:

Section 1

Competent Authority

1. In matters concerning the implementation of this Framework Arrangement, the
   Department for International Development (“DFID”) will act on behalf and in the name of the
   United Kingdom.

2. In matters concerning the implementation of this Framework Arrangement, UNFPA,
   UNICEF and UNDP will each act separately and on their own behalf. They are referred to
   hereinafter as the “UN Organizations” and each separately as a “UN Organization”.

Section 2

Administration of Funds

1. DFID and each UN Organization will enter into a Contribution Arrangement (the template
   for which is attached as Appendix 1) for each programme or project that DFID may decide to
   finance with that UN Organization. Such contributions will constitute “Other Resources” of the
   relevant UN Organization within the meaning of that UN Organization’s financial regulations and
   rules, and be administered and used in accordance with the financial regulations and rules of
   the UN Organization and for the purposes set out in the relevant Contribution Arrangement.

2. DFID contributions will be in furtherance of the objectives set out in the relevant country,
   regional or global programme approved by the Executive Board of the UN Organization. DFID’s
internal "Business Case" document, inter alia, will be used by DFID to determine whether the indicators (such as the reporting indicators) contained in the relevant UN Organization's programme documentation are consistent with DFID's development policy and meet DFID's requirements for funding.

3. The UN Organizations will be solely responsible for the administration of DFID financing covered by this Framework Arrangement and will carry out such administration in accordance with its financial regulations, rules, policies, procedures and directives, with the same degree of care and due diligence as it uses in the administration of its other programmes and projects.

4. Upon signature of a Contribution Arrangement, DFID will arrange payments in accordance with the payment schedule set forth in the relevant Contribution Arrangement and subject to continuing satisfactory implementation. The relevant UN Organization will not be required to initiate or continue implementation of the programme, project or activity to be supported by the Contribution while any amounts requested under the agreed payment schedule by that UN Organization from DFID are unpaid.

5. All such payments will be made in United Kingdom Pounds Sterling (UK£):

For UNFPA:

UNFPA Contributions (GBP) Account
Account Number: 6008 - 62722048
Swift: BOFAGB22
IBAN: GB36BOFA16505062722048
Bank of America
5 Canada Square
London
E14 5AQ
United Kingdom

For UNICEF:

UNICEF NY Cashier's Account
Account Number 22249935
Swift Code: RBOSGB2L
IBAN: GB74 RBOS 15100022249935
Royal Bank of Scotland,
280 Bishopsgate, 9 Fl.,
London EC2M 4RB,
United Kingdom

For UNDP:

UNDP Contributions (GBP) Account
Account Number: 600862722030
Address: Bank of America
5 Canada Square
London
When making any such payments, DFID will notify the Bank to advise the relevant UN Organization as to the amount deposited, the relevant DFID project codes and name of the programme or project for which such deposit has been made and the date of such deposit, in accordance with the instructions included for such purpose in the Contribution Arrangement.

In addition, DFID will send electronic remittance advice to the UN Organization, in accordance with the instructions included for such purpose in the Contribution Arrangement. The UN Organization will issue an official receipt in UK£ and in United States dollars (US$) (calculated at the applicable United Nations Operational Rate of Exchange), for each deposit received to the Permanent Mission of the United Kingdom to the United Nations, New York.

The UN Organization may exchange funds so deposited for US$ at any time following DFID’s deposit with the UN Organization, or for any other currency, in order to facilitate their disbursement.

The value of the payment will be determined by applying the United Nations operational rate of exchange in effect on the date of payment. With regard to UNFPA and UNDP only: should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UN Organization of the payment, the value of the balance of funds still held at that time will be adjusted accordingly; if, in such a case, or in case of other unforeseen circumstances, a loss in the value of the balance of funds is recorded and such value is material, the UN Organization will consult with DFID with a view to determining a solution; should such further financing not be available, the assistance to be provided to the programme, project or activities may be reduced, suspended or terminated by the UN Organizations.

All funds contributed by DFID will be administered through the UN Organization’s system in a manner that they can be traced and acknowledged as being provided by DFID, including through separate accounting records.

The reports referred to in paragraphs 12 and 13 below, to be provided to DFID by the UN Organization concerned, will be prepared in accordance with the UN Organization’s accounting and reporting regulations, rules, policies, procedures and directives (including, without limitation, those relating to cost classifications and financial reporting categories, and relating to responsibility for signature and authorizing release of reports). Narrative reports will continue to describe how value for money (as that term is agreed between DFID and the UN Organizations at the Headquarters level) and results have been achieved against the indicators contained in the relevant Contribution Arrangement and shall relate to the financial reports. The financial reports will be prepared in US$. The provisional financial data and reports referred to in paragraph 12 below should, to the extent possible, reflect actual expenditures against budget lines in the agreed Programme budget. Where provisional financial data is supplied by the UN Organizations, it is understood that such data is subject to review and amendment.
12.1 For Contribution Arrangements of one year or less:

(a) From the UN Organization's country office (or relevant unit at Headquarters in the case of regional and global programmes/projects) within three months after the date of completion or termination of the Arrangement, a final report summarizing programme or project performance and results as well as provisional financial data;

(b) From the relevant administrative unit at the UN Organization's Headquarters, an annual financial statement as of 31 December, certified in accordance with the UN Organization's standard procedures for certification, to be provided no later than 30 June of the following year; and

(c) From the relevant administrative unit at the UN Organization's Headquarters, on completion of the programme/project, a final financial statement, certified in accordance with the UN Organization's standard procedures for certification, to be provided no later than 30 June of the year following the financial closing of the project.

(d) The UNDP annual and final financial statements referred to above in subparagraphs (b) and (c) will be certified by someone with an internationally recognized audit or accountancy qualification. The additional costs related to the certification by someone with an internationally recognized audit or accountancy qualification will be charged to the corresponding programme/project.

12.2 For Contribution Arrangements of more than one year:

(a) From the UN Organization's country office (or relevant unit at Headquarters in the case of regional and global programmes/projects) every six (6) months, a progress update, and every year, a programme or project report with the status of programme/project progress for the duration of the Arrangement, as well as the latest available approved budget. The UN Organizations will make a good faith effort to provide such updates and reports within six (6) weeks after the end of the relevant period.

(b) From the relevant administrative unit at the UN Organization's Headquarters, an annual financial statement as of 31 December every year, certified in accordance with the UN Organization's standard procedures for certification, to be provided no later than 30 June of the following year. A provisional annual financial statement may be provided, in certain circumstances, by 30 March of the following year, signed by an authorized official of the UN Organization.

(c) From the UN Organization's country office (or relevant unit at Headquarters in the case of regional and global programmes/projects) within three months after the date of completion or termination of the Arrangement, a final report summarizing programme/project performance and results as well as provisional financial data.

(d) From the relevant administrative unit at the UN Organization's Headquarters, on completion of the programme/project, a final financial statement certified in accordance
with the UN Organization's standard procedures for certification, to be submitted no later
than 30 June of the year following the financial closing of the project. A provisional final
financial statement may be provided, in certain circumstances, by 30 March of the
following year, signed by an authorized official of the UN Organization.

(e) The UNDP annual and final financial statements referred to in subparagraphs (b)
and (d) above will be certified by someone with an internationally recognized audit or
accountancy qualification. The additional costs related to the certification by someone
with an internationally recognized audit or accountancy qualification will be charged to
the corresponding programme/project.

13. If, with regard to a particular Contribution Arrangement, the parties to that Arrangement
agreed that special circumstances so warrant, the relevant UN Organization may agree to
provide additional reporting, within the relevant regulations, rules and policies of that UN
Organization, at the expense of DFID if so requested by the UN Organization. The specific
nature and frequency of this additional reporting will be specified in an Annex of the Contribution
Arrangement.

14. The UN Organization will, in a timely manner, inform DFID of any delays, obstructions or
events which, in the opinion of the UN Organization, interfere or threaten to interfere with the
successful implementation of any part of a programme or project financed by each contribution.
In the event that DFID reasonably believes that timely and appropriate corrective action has not
been taken to remove the delay or obstruction, it may request consultations at senior level
between DFID and the UN Organization and the Host Government to determine the appropriate
action to ensure that the programme or project achieves the results as defined in the project
document or annual work plan.

15. Financial records, including documentation to support entries on accounting records and
to substantiate charges against contributions, will be maintained in accordance with the UN
Organization's usual accounting procedures, financial regulations, rules, policies, procedures
and directives, including as to the retention period.

16. The programmes, projects and activities funded by contributions from DFID will be
exclusively subject to the external and internal audit procedures provided for in the financial
regulations, rules and policies of the UN Organizations. The audit reports of the United Nations
Board of Auditors, the UN Organizations' Independent External Auditor, are public documents
and are available on the Board of Auditors' website. In the event that an audit report of the
United Nations Board of Auditors contains observations directly relevant to a contribution or its
utilization, the UN Organization will advise DFID and provide it either with the relevant website
locator address, or a copy of the report (if available) after the report has been transmitted to the
General Assembly. In the event that DFID becomes aware of information that would indicate a
need for further and closer scrutiny of programmes, projects or activities funded by contributions
from DFID under this Framework Arrangement, DFID agrees to bring this information promptly
to the attention, in the case of UNDP or UNFPA, of the relevant oversight office, and in the case
of UNICEF, the Legal Adviser's Office at UNICEF (as appropriate). The parties agree to adopt
the following procedures:
(a) The UN Organization will, in accordance with its accountability framework and relevant regulations, rules, policies, procedures and directives, take such action as it determines is appropriate, in a timely, appropriate and effective manner.

(b) At the sole discretion of the UN Organization, actions under the previous subparagraph may include, without limitations, additional action by the UN Organization’s internal audit service.

(c) In cases where the additional action entails an audit of a national institution or an NGO, the disclosure of the related audit report to DFID will be subject to the UN Organization obtaining a written consent from the concerned entity, in accordance with the UN Organization’s procedures.

(d) In cases where the additional action entails an internal audit of the UN Organization, where considered appropriate by the UN Organization’s internal audit office, it may retain the services of a private audit firm to provide any necessary services to assist the UN Organization’s internal audit office under the direct and sole supervision of the UN Organization’s internal audit office. UNDP and UNFPA may request that the cost of such action shall be borne by DFID, it being understood that UNICEF declines to request such funding. Insofar as such action results in the issuance of an internal audit report, the parties take note that such report will be disclosed on the public websites of the respective UN Organizations (since October 2012 for UNICEF and since December 2012 for UNDP and UNFPA).

17. A portion of any DFID contribution may be used by the UN Organization to cover support costs associated with the management and administration of specific programme or projects. These support costs include:

(a) a percentage of reported expenditure to cover indirect costs for the UN Organization, as determined by the UN Organization’s Executive Board; and

(b) an amount for administrative and operational support costs for the programme, project, or activity (including those for implementing partners), as set out in the agreed budget for the programme, project, or activity included in the relevant Contribution Arrangement.

18. Contribution Arrangements will include an agreed disbursement schedule, which will (a) align with the UN Organisation's cash flow needs taking into account the UN Organisation's Financial Regulations and Rules, and (b) unless otherwise agreed, provide for disbursements covering a maximum of six months' cash flow needs. In line with each UN Organization'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. The Parties take particular note of Section 2, paragraph 4 above.
19. In accordance with the UN Organizations' financial regulations, interest and investment revenue will be retained by, and form part of the regular resources or miscellaneous revenue of, the UN Organization.

20. Upon completion of a programme, project, or activity in respect of which an UN Organization and DFID have entered into a Contribution Arrangement, the UN Organization will, at DFID's cost, transfer to DFID any amount of the relevant contribution remaining upon closure of the financial records for the relevant programme, project, or activity net of the costs associated with such transfer (including but not limited to wire transfer fees).

21. Subject always to the UN Organization's accountability and oversight framework and to its relevant regulations, rules, policies and procedures, the UN Organizations will co-operate with the United Kingdom to facilitate the proper administration of justice in a manner consistent with the Convention on the Privileges and Immunities of the United Nations and in accordance with relevant resolutions of the United Nations General Assembly. Furthermore, with regard to UNDP only, DFID and UNDP recall the terms of the Memorandum of Understanding concluded on 26 June 2013 between UNDP (Office of Audit and Investigations) and DFID (Counter Fraud and Whistleblowing Unit).

22. The parties take note that each of the UN Organizations has a written policy on combating fraud and corruption, which polices are publicly available on the internet website of the respective organization. The UN Organizations confirm that their respective polices will be fully implemented.

23. Subject to the provisions of paragraph 21 above:

(a) The UN Organizations will take all necessary precautions to prevent fraud, corruption and other financial irregularities in line with their respective regulations and rules and, in particular, their respective policies for combating fraud and corruption. DFID and the UN Organizations 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 UN Organizations are not publicly disclosed.

(b) In the case of UNDP, the reporting of fraud and corruption, and cooperation on investigation matters (as set out below) is governed by the provisions of cooperation arrangements agreed to between the oversight office of DFID and of the UNDP Office of Audit and Investigations.
(c) The UN Organizations will take timely and appropriate action to investigate credible allegations of fraud and corruption in accordance with its accountability and oversight framework. To the extent that such an investigation confirms the allegation, the UN Organization will give due consideration to timely and appropriate sanctions in accordance with the UN Organization’s regulations, rules and procedures.

(d) The UN Organizations will keep DFID informed, through the mechanisms contemplated in their respective policies on combating fraud and corruption, and to the extent this does not jeopardize the conduct of the investigation or prospects of recovery of funds, or the safety or security of persons or assets, of the progress of any investigation involving fraud and corruption in relation to the contribution, actions taken and the results of the implementation of such actions, including where relevant, details of any recovery of funds.

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

25. If the project is affected by suspected or actual fraud or corruption, DFID reserves the ability to suspend or terminate DFID’s disbursements with immediate effect, without the requirement that notice be given in accordance with Section 5, paragraph 2 below.

26. In the event that any part of the contribution is determined by the UN Organization to have been lost due to fraud or corruption, such loss will be dealt with in accordance with the applicable financial regulations, rules, policies, procedures and directives of the UN Organization. Further, in respect of such amount which the UN Organization has been able to recover, such amount will be returned to the programme, project or activities for which the contribution was intended. Where the programme, project or activities for which the contribution was intended has or have been concluded or terminated, the amount shall be re-programmed at DFID’s instructions or returned to DFID at such bank account as determined by DFID. In respect of such amount that has not been recovered, the UN Organizations recognize the importance to DFID that such funds be recovered. The UN Organizations agree to continue consultations with DFID and members of their respective Executive Boards, with a view of determining a mutually agreeable solution, including the return of such funds, and in the interim, agree to discuss such issues on a case by case basis.

27. The provisions of paragraphs 21 through 26 shall be applied in a manner consistent with the privileges and immunities of the United Nations.
Section 3

Procurement by the UN Organization

1. Funds received by the UN Organization under this Framework Arrangement may be used to purchase goods and services as stipulated in the project document and budget. Such goods and services will be purchased in accordance with the UN Organization’s regulations, rules, policies, procedures and directives.

2. The UN Organization will use its best efforts to ensure that aid funds provided under a Contribution Arrangement will not be used for the payment of import and customs duties on goods imported or services provided under the programme. The UN Organization will inform DFID in the event a contribution or part thereof is used for such a payment.

3. DFID will, at the request of the UN Organization, make available to the UN Organization, to the best of its ability, information concerning expertise available in DFID in sectors which may be of interest to the UN Organization.

4. The ownership of programme or project-related assets paid for from the Contribution shall be determined by reference to the relevant UN Organization’s regulations, rules, policies and procedures. The transfer of ownership of such assets by the relevant UN Organization shall also be done in accordance with the relevant UN Organization’s regulations, rules, policies and procedures, and, as applicable, in accordance with the UN Organization’s agreements concluded with the relevant Host Government and any implementing partners. The UN Organizations will submit financial and narrative reports, including in respect of assets paid for from the Contribution, in accordance with the provisions of Section 2, paragraphs 12 and 13, of this Arrangement.

Section 4

Programme Information and Supervision

1. The identification, preparation, appraisal and supervision of the programmes and projects which DFID assists in financing pursuant to this Framework Arrangement will be the responsibility solely of the UN Organization and will be carried out by the UN Organization in accordance with its rules, regulations, policies and procedures.

2. Representatives of DFID will be invited to participate in missions relating to programmes co-financed by DFID or to be financed under this Framework Arrangement as the Programme Country, the UN Organization and DFID will deem appropriate. The costs of DFID’s participation in such missions will be covered by DFID. The UN Organization will share key findings of reports produced by the UN Organization on such missions.

3. DFID will not be responsible for the activities of any person employed or funded by the UN Organization as a result of this Framework Arrangement, nor will DFID be liable for any costs incurred by the UN Organization in terminating the engagement or funded activity of any such person. The parties take note that consistent with basic principles of international, multilateral development assistance, and, further, in consideration of the fact that assistance is
provided for the benefit of the people and their government, host governments bear the risks of operations arising from programmes or projects and agree to be responsible for dealing with claims which may be brought by third parties in respect of such programmes or projects.

4. The UN Organization will promptly inform DFID of any significant modification to a programme or project co-financed by DFID under a Contribution Arrangement.

5. To the extent practicable, the UN Organization will afford DFID a reasonable opportunity to exchange views before effecting any such modification.

6. The UN Organization shall notify DFID when all activities relating to the programme or project have been completed. Notwithstanding the completion of the activities, the UN Organization shall continue to hold unutilized funds from the contribution until all commitments and liabilities incurred in implementation of the programme or project have been satisfied and the activities have been brought to an orderly conclusion. If the unutilized funds prove insufficient to meet such commitments and liabilities, the UN Organization will notify DFID and both will consult on the manner in which such commitments and liabilities may be satisfied.

Section 5

Entry into Force, Termination of Framework Arrangement

1. This Framework Arrangement will come into operation on the date of its signature and will supersede any previous Framework Arrangement concerning the administration of development aid funds entered into by DFID and any of the UN Organizations.

2. This Framework Arrangement will continue in operation unless earlier terminated by either Party upon giving not less than three (3) months’ prior written notice to that effect to the other Party. Such termination will not oblige the UN Organization to repay any funds until satisfaction of all such commitments and liabilities.

Section 6

Communications

All written communications requested or permitted by this Framework Arrangement will be directed to the following addresses:

For DFID:

United Nations and Commonwealth Department
Abercrombie House
Eaglesham Road
East Kilbride
Glasgow G75 8EA
Fax +44 20 1355 3337

For UNFPA:
Section 7

Final Provisions

1. The UN Organizations take note that DFID, as per its standard, internal operating procedures, will undertake assessments prior or, in exceptional circumstances, during, the implementation of a Contribution Arrangement. To the extent that such assessments would involve a UN Organization, the latter agrees to co-operate with such activity to the extent that, as determined by the relevant UN Organization, such co-operation is consistent with the "single audit principle", as well as its relevant regulations, rules, policies and procedures (including but not limited to its accountability and oversight framework and its information disclosure policies). Consistent with their existing practices and policies, the UN Organizations will take the necessary steps to assess their implementing partners according to their respective rules, regulations, policies and procedures, and to share with DFID their assessment tools. Without prejudice to the foregoing, the scope of such co-operation will be agreed in advance between DFID and the relevant UN Organizations' Headquarters, separately or jointly, in a supplementary arrangement or protocol or on a case-by-case basis.

2. The UN Organizations will explicitly acknowledge DFID's support for each programme or project in written and verbal communications with the public or third parties, and through use, where appropriate and agreed, of DFID's "UK aid – from the British people" logo in communications in accordance with 'DFID standards for use of the UK aid logo', unless otherwise agreed in advance by the respective DFID Country Office, in all cases subject to security and safety considerations of the UN Organizations. Each Contribution Arrangement will include details of how and when the relevant UN Organization will acknowledge funding from the UK government and where the UK aid logo will be used. The UN Organization will include reference to this aspect of the Contribution Arrangement in its six month progress update and annual programme or project report. Neither DFID nor the UN Organization shall use the others'
names, logos and emblems unless prior permission is given in writing. UN Organizations may use the UK aid logo in conjunction with other donor logos, and where the number of donors to a programme or project is such as to make co-branding impractical, acknowledgement of DFID should be equal to that of other co-donors making contributions of equivalent amounts to the programme or project. Where UK aid logos are to be affixed to supplies, such logos shall be supplied by DFID and the costs of their application shall be included in the programme or project budget.

3. The UN Organizations recall that they have adopted and implemented the International Aid Transparency Initiative standard and will work with the United Kingdom and international partners to continue to develop that standard. In consideration thereof, DFID will make the utmost use of available data prior to seeking additional information or reports from the UN Organizations in accordance with the terms of this Framework Arrangement, so that the investments made by the UN Organizations into the IATI initiative are optimized.

4. This Framework Arrangement may be amended only by written communication between the DFID and all of the UN Organizations.

5. Four originals of the text of this Framework Arrangement, written in the English language, have been signed by the DFID, UNFPA, UNICEF and UNDP.

For the Government of the United Kingdom of Great Britain and Northern Ireland:

[Signature]

Name: Keith Mackiggen
Title: Head of United Nations and Commonwealth Department
Date: 18/12/19

For the United Nations Population Fund (UNFPA):

[Signature]

Name: Dianne Stewart
Title: Director, Information and External Relations Division
UNFPA
Date: 3 February 2015
For the United Nations Children's Fund (UNICEF):

Name: OLAV KJØRVEN
Title: DIRECTOR
Date: 14 JAN, 2015

For the United Nations Development Programme (UNDP):

Name: Nick Hartmann
Title: OIC Director, BERA
Date: 9 January, 2015