

DONOR AGREEMENT FOR CONTRIBUTIONS IN CASH

Agreement

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
("UN Women");

and

THE DIRECTORATE GENERAL FOR DEVELOPMENT CO-OPERATION OF THE ITALIAN MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION
("the Donor");

(Both separately and jointly the "Party" or the "Parties").

WHEREAS the Donor hereby agrees to contribute funds to UN Women for the implementation of a Programme in Palestine entitled "PR.EM. II Protecting Rights, Empowering Women" and the Component A of this Programme is titled "*Promoting Women's Equal Access to Economic Opportunities and Decent Work in Palestine*" (hereinafter referred to as "the Project"), as described in the approved Project Document, as attached as Annex A to this Agreement ("the Project Document"),

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

WHEREAS UN Women shall directly implement the Project or designate an implementing partner to implement 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 relation to the Contribution ("Agreement") 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:
- (a) First, this document;
 - (b) Second, Annex A;

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 from the Effective Date for a duration of 12 months, unless earlier terminated in accordance with the terms of this Agreement.

Article III. The Contribution

1. The Donor's implementing Agency, the Italian Agency for Development Cooperation (AICS) shall, in accordance with the schedule of payments set out below, contribute to UN Women the amount of EUR 500,000 ("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
United Kingdom
Account Name: UNDP - UNW (EUR)
Account Number: 62722056
SWIFT Code: BOFAGB22
IBAN: GB14 BOFA 1650 5062 7220 56
Wire Routing Number: n/a
Reference: "PR.EM. II - Promoting Women's Equal Access to Economic Opportunities and Decent Work in Palestine"

<u>Schedule of payments</u>	<u>Amount</u>
Upon signature of agreement	EUR 500,000

2. The Italian Agency for Development Cooperation 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.

3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of implementation of the Project activities. It may be amended in accordance with Article XVIII below to be consistent with the progress of Project delivery.
4. If the currency of the Contribution is not United States Dollars, the value of the payment shall 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.
5. UN Women shall receive and administer the Contribution and carry out the activities for which it is responsible under this Agreement in accordance with its regulations, rules, policies and procedures.
6. 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 the payments referred to in Article III, paragraph 1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with Article IV, 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 UN Women in accordance with its regulations, rules, procedures and policies.
3. Any interest income attributable to the Contribution shall be utilized in accordance with the regulations, rules, procedures and policies of UN Women.

Article V. Administration and Reporting

1. UN Women shall provide to the Donor all or parts of the following reports prepared in accordance with UN Women's standard procedures and formats:
 - (a) If the Project is for one year or less:
 - (i) A final report summarizing Project activities and the results of those activities as well as provisional financial data, to be submitted within six (6) months of the date of operational completion or termination of the Project as defined in Article XIV, paragraph 1 below; and

- (ii) A final certified financial statement, to be submitted by 30 June of the year following the financial completion of the Project, as defined in Article XIV, paragraph 3 below.
- (b) If the Project is for more than one year:
- (i) An annual status report of Project progress and the latest available approved budget, to be submitted within six months after each annual reporting period;
 - (ii) An annual certified financial statement as of 31 December, to be submitted by 30 June of the following year;
 - (iii) A final report summarizing Project activities and the results of those activities 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 XIV, paragraph 1 below; and
 - (iii) A final certified financial statement, to be submitted by 30 June of the year following the financial completion of the Project as defined in Article XIV, paragraph 3 below.

Article VI. Administrative and Support Services

The Contribution shall be subject to a cost recovery fee of 8% for general management support costs. Furthermore, as long as they are unequivocally linked to the Project, all direct costs of implementation, including the costs of any implementing partner for the Project, will be identified in the Project budget and borne by the Project accordingly.

Article VII. Monitoring

Monitoring of the Project will be undertaken in accordance with the Project Document. The Parties will hold consultations at least annually, as appropriate, to review the status of the Project. In addition, the Parties shall discuss any substantive revisions to the Project and promptly inform each other about any significant circumstances and major risks, which interfere or threaten to interfere with the successful achievements of the results outlined in the Project Document, financed in full or in part through the Contribution.

Article VIII. 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. The evaluation report will be posted on the website designated by UN Women.

Article IX. Ownership of Equipment, Supplies and Intellectual Property

1. Ownership of equipment and supplies procured using the Contribution under this Agreement will be determined in accordance with UN Women's regulations, rules, policies and procedures, including any agreement with the relevant host government if applicable, and shall be the subject of separate agreement.
2. UN Women shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents or other materials developed under this Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the implementation of this Agreement ("IP Rights"). UN Women shall treat such IP Rights in accordance with UN Women's regulations, rules, policies and procedures, as well as in accordance with the relevant provisions of any basic assistance agreement concluded between UN Women and the host government concerned.

Article X. Auditing

The Contribution shall be subject exclusively to the internal and external auditing procedures in accordance with the regulations, rules, policies and procedures of UN Women. Disclosure of audit reports is regulated by the audit disclosure practice of UN Women.

Article XI. Recognition

Subject to its regulations, rules, policies and procedures, UN Women shall take appropriate measures to publicize the Project. Information given to the press, to the beneficiaries of the Project, all related publicity material, official notices, reports and publications, will highlight the results achieved and acknowledge the role of the host government if applicable, the Donor, and any other relevant entities.

Article XII. Use of Name, Abbreviation or Logo

1. The Donor acknowledges that it is familiar with UN Women's ideals and objectives and recognizes that UN Women's name, abbreviation or 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. 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.
2. In addition, if the Donor is a non-governmental organization or a private entity, in no event will authorization to use the UN Women name, abbreviation or logo be granted for commercial purposes, and the Donor shall not represent, directly or indirectly, that the Donor's activities, products or services have been approved or endorsed by UN Women.

Article XIII. Confidentiality, Disclosure and Transparency

1. It is understood and agreed that all external and internal information with respect to this Agreement, except for information explicitly categorized by either Party as confidential and without limitation to Article X, is subject exclusively to the disclosure and transparency requirements of UN Women in accordance with its regulations, rules, policies and procedures as well as the International Aid Transparency Initiative.
2. The Parties agree that the documents provided or generated in connection with this Agreement may be made available to the public only after both Parties have granted their written consent to such disclosure.

Article XIV. 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.
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. Following the submission of the final certified financial statement, any unspent balance above one thousand US Dollars (1,000 USD) shall be returned to the Donor unless otherwise agreed in writing by the Parties. If there are multiple donors contributing to the Project, any refund of the remaining amounts shall be in amounts proportionate to each donor's individual contribution.

Article XV. 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) days' notice in writing, to the other Party.

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.
3. Following the submission of the final certified financial statement, any unspent balance above one thousand US Dollars (1,000 USD) shall be returned to the Donor unless otherwise agreed in writing by the Parties. If there are multiple donors contributing to the Project, any refund of the remaining amounts shall be in amounts proportionate to each donor's individual contribution.

Article XVI. Anti-terrorism

Consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, UN Women is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, UN Women recognizes its obligation to comply with any applicable sanctions imposed by the UN Security Council. UN Women will use all reasonable efforts to ensure that the Contribution is 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, UN Women determines that there are credible allegations that the Contribution has 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 the Donor and, in consultation with the Donor as appropriate, determine an appropriate response.

Article XVII. Prevention of Corruption and Fraud

1. Both the Donor and UN Women are firmly committed to preventing and detecting fraudulent and corrupt practices. Consistent with the Charter of the United Nations, the Standards of Conduct for the International Civil Service, the United Nations Staff Rules and Regulations, and UN Women's Financial Rules and Regulations, 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, policies and procedures 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's regulations, rules, policies and procedures.

Article XVIII. Amendment of the Agreement

The present Agreement and any Annexes thereto may be amended only by written agreement between the Parties, which shall form an integral part of this Agreement.

Article XIX. Settlement of Disputes

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

Article XX. 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 XXI. 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: Ms. Cristina Natoli
Director
AICS Jerusalem

If to UN-Women: Ms. Ulziisuren Jamsran
Head of Office a.i
UN Women
Palestine

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 XXII. 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.

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


For the Donor:
Consolato Generale d'Italia
Gerusalemme

For UN Women:

Name Mr. Fabio Sokolowicz

Name Ms. Ulziisuren Jamsran

Signature

Signature 

Title Consul General of Italy in Jerusalem

Title UN Women Palestine Head of Office a.i

Date

Date

Acknowledged by AICS

Place and date:

The Project Document

ANNEX A