

**Agreement
between**

Italian Government – Ministry of Foreign Affairs and International Cooperation

and

the UNAIDS Secretariat

**for the implementation of the
“Community Health Education, Capacity & Knowledge building project” (CHECK)**

The Italian Government – Ministry of Foreign Affairs and International Cooperation (MAECI), and the UNAIDS Secretariat, referred to collectively as the “Parties” and each individually as a “Party”, agree as follows:

Article I: Definitions

In this Agreement, the term:

“Contribution” shall mean the total amount of financial resources, which the Donor agrees to provide to UNAIDS in accordance with the terms of this Agreement;

“Project” means the activities to be financed from the Contribution in support of the project described in the funding proposal entitled “Community Health Education, Capacity & Knowledge building process” (CHECK) to be administered by UNAIDS Country Office in Ethiopia;

“Donor” shall mean the MAECI, acting on the behalf of the Italian Government;

“AICS” shall mean the Italian Agency for Development Cooperation, as the funding and implementing entity of the Project, as specified in Italian law 125/2014;

“UNAIDS” shall mean the UNAIDS Secretariat;

“Implementing partner” shall mean the entity to which UNAIDS will entrust the implementation of UNAIDS project activities specified in a signed document, along with the assumption of full responsibility and accountability for the effective use of UNAIDS resources and the delivery of outputs as set forth in the project documentation;

“Regular resources” means resources available to UNAIDS that are commingled and untied. These include, but are not limited to, contributions, interest earnings and miscellaneous revenue.



Article II: Agreement Documents

This Agreement consists of this Agreement and Annex I, appended hereto, describing the Project.

Article III: The Contribution

1. The Donor will make available the following Contribution in support of the Project: 500,000 Euros (*Five hundred thousand Euros*).
2. The AICS will have the Contribution transferred into the following bank account:

Bank Name: UBS AG, 1211 GENEVA 2
Account Name: WORLD HEALTH ORGANIZATION GENEVA
SWIFT Address: UBSWCHZH80A

IBAN Number: CH85 0024 0240 C016 9920 1

3. The AICS will have the full amount of the Contribution transferred upon the entry into force of this Agreement.
4. The Donor will inform UNAIDS without undue delay after the Contribution or any part thereof has been paid, via e-mail message with remittance information to: finance@unaids.org with copies to rehnstromj@unaids.org and maluwam@unaids.org
5. If the Contribution is made in a currency other than United States Dollars, its equivalent value in United States Dollars shall be determined by applying the United Nations operational rate of exchange in effect on the date of entry into force of this Agreement. However, should a different United Nations operational rate of exchange apply at the time of receipt of any payment relating to the Contribution, the value of the payment will be determined by applying the United Nations operational rate of exchange in effect on the date of receipt of payment by UNAIDS, and the amount of the Contribution available for the Project activities will be adjusted accordingly to reflect the gain or loss arising there from.
6. In the event of any unforeseen circumstances relating to, or having an effect on the value of, the Contribution, including unforeseen increases in expenditures or commitments, inflationary factors or fluctuations in exchange rates, UNAIDS may seek further financing from the Donor, which shall use its best endeavors to make these funds available, without any binding obligation.

Article IV: Administration of the Contribution

1. UNAIDS shall administer the Contribution in accordance with UNAIDS/WHO Financial Regulations, Rules, policies and procedures, including those related to interest and investment and internal and external auditing procedures.
2. All direct costs of the Project, including all costs relating to the implementation of the Project by an implementing partner, will be identified in the Project budget and, therefore, shall



be borne by the Project. Furthermore, the Contribution shall be subject to a recovery for UNAIDS indirect costs in an amount of 7 % (seven percent) of the total expenses incurred from the Contribution.

Article V: Reporting

1. UNAIDS will provide the Donor and the AICS with the following reports:
 - (a) Consolidated narrative progress reports every 3 months, to be provided no later than one month after the end of the applicable reporting period;
 - (b) Uncertified financial reports every 3 months with regard to the funds disbursed from the Project Account, to be provided no later than one month after the end of the applicable reporting period;
 - (c) One annual financial statement certified by an authorized official of UNAIDS (Finance Branch, Division for Management Services) as of 31 December of the year in question, to be submitted no later than 30 June of the following year;
 - (d) A final narrative report and a certified financial report on completion of the project to be provided no later than three months following the financial closing of the Project.

Any notice or correspondence between UNAIDS, the Donor and AICS will be addressed as follows:

To the Donor: DGCS Ufficio IV, MAECI Piazzale della Farnesina 1, Rome

Donor email address: dgcs4@esteri.it

To AICS: via Contarini 25, Rome

AICS email address: segreteria.aics@esteri.it

To UNAIDS: Ms. Miriam Maluwa, Country Director,

UN-ECA Compound, Congo Building, 2nd floor, PO Box 5580, Addis Ababa, Ethiopia

UNAIDS email address: maluwam@unaids.org

2. Further to the reporting requirements stipulated under paragraph 1 (a) through (d) of this Article, UNAIDS agrees to keep the Donor and the AICS informed of key issues, progress and problems relating to the Project, as appropriate.
3. All reports or statements referred to under this Article will be expressed in United States Dollars. In the event that other donors contributed to the Project, the reports under paragraph 1 (a) through (d) of this Article shall be consolidated.

Article VI: Monitoring and Evaluation

Monitoring and evaluation of the project including, as necessary and appropriate, joint evaluation by the UNAIDS, the Donor and AICS and other partners, shall be undertaken in accordance with the project proposal.

Article VII: Audit

1. The Contribution shall be subject exclusively to the provisions on internal and external audit provided for in UNAIDS/WHO Financial Regulations, Rules, policies and procedures.

2. Should the annual Audit Report on the UN Board of Auditors to its governing body contain observations relevant to the Contribution, such information shall be made available to the Donor and AICS by UNAIDS.

Article VIII: Procedures regarding Allegations of Corruption

1. UNAIDS recognizes that it is important to take all necessary precautions to avoid corrupt, fraudulent, collusive or coercive practices. To this end, UNAIDS will maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt, fraudulent, collusive or coercive practices, in connection with the award and administration of contracts, grants, or other benefits, as set forth in their Staff Regulations and Rules of the United Nations, the UNAIDS/WHO Financial Regulations and Rules, and the Procurement Procedures. In the event that UNAIDS determines that an allegation in relation to the implementation of the project – including that corrupt, fraudulent, collusive or coercive practices may have taken place – is credible enough to warrant an investigation, it will promptly notify the Donor and AICS, to the extent that such notification does not jeopardize the conduct of the investigation. The allegation will be dealt with in accordance with UNAIDS accountability and oversight framework and by the unit in charge of investigations in UNAIDS.

2. For purposes of this Agreement, the following definitions shall apply:

- (a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;
- (b) “Fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
- (c) “Collusive practices” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party levels;
- (d) “Coercive practices” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

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, UNAIDS will:

- (a) Use reasonable efforts to recover any part of the Contribution, which OAI (Office



of Audit and Investigations) 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 AICS, and following consultations between the Parties, reimburse to the Donor and AICS any part of the Contribution which UNAIDS has recovered further to sub-section (a) above, or credit it to a mutually agreed activity.

4. Any information provided to the Donor and AICS in relation to any matters arising under the Article shall be treated by the Donor and AICS as strictly confidential.

Any action further to the above paragraphs shall be consistent with UNAIDS regulations, rules and directives.

Article IX: Entry into Force, Term, Termination

1. This Agreement shall enter into force upon signature by both Parties. It shall remain in force for a period of 12 (twelve) months and shall expire at the end of the last day of this period unless it is extended by the Parties in writing. It is understood that any delay by the Donor of the first payment relating to the Contribution will be added to the period of duration of this Agreement.

2. Either Party may terminate this Agreement giving 90 (ninety) calendar days written notice to the other Party.

Article X: Settlement of Disputes

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

Article XI: Final provisions

1. Any unspent balance of the Contribution remaining after the financial closing of the Project will be applied as follows:

- (a) If the balance does not exceed US\$ 5,000, it shall be credited to UNAIDS regular resources;

- (b) If the balance exceeds US\$ 5,000, it shall be refunded to the AICS.

2. Notwithstanding the expiration or termination of this Agreement, UNAIDS may apply any unutilized portion of the Contribution to permit the orderly conclusion of the Project activities, including the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties and the settlement of contractual liabilities in respect of any implementing partners, contractors, subcontractors, consultants or suppliers.

3. This Agreement may be amended only by mutual written agreement of the Parties.

4. Nothing in this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNAIDS.

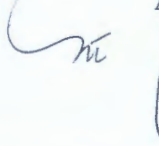
In witness whereof, the undersigned, duly authorized representatives of the Parties, have signed the present Agreement in two copies.

For the Italian Government – Ministry
of Foreign Affairs and International
Cooperation

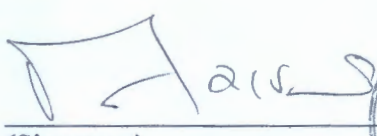
For UNAIDS:

Giuseppe MISTRETTA
The Ambassador of Italy in Addis
Ababa

Miriam Maluwa
UNAIDS Country Director
Ethiopia



(Signature)

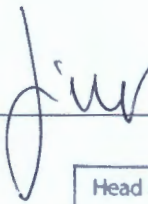



(Signature)



Date: 12 1 FEB 2017

Date: _____

Acknowledged by AICS:  _____


Head of Addis Ababa Office Ginevra Letizia
