

CONTRIBUTION AGREEMENT

BETWEEN

THE UNITED NATIONS,

As represented by [insert name of the UN Secretariat Office
or Department]

AND

THE MINISTRY OF FOREIGN AFFAIRS OF DENMARK,

As represented by [insert name of the responsible unit]

Yellow text to be revised
for each contribution

This template should
be used for Project
specific contributions
funded by one or
more donors

THIS AGREEMENT is entered into by and between the United Nations, an international intergovernmental organization founded by its Member States pursuant to the Charter of the United Nations, signed in San Francisco on 26 June 1945, and having its Headquarters in New York, New York, USA, as represented by the [insert name of the UN Secretariat Office or Department] (hereinafter the “United Nations” or “UN”), and the Ministry of Foreign Affairs of Denmark, as represented by [insert name of the MFA responsible unit], (hereinafter the “Ministry”). The United Nations and the Ministry are hereinafter collectively referred to as “Parties” and individually, as a “Party”.

This Agreement concerns a financial contribution by the Ministry to the United Nations in support of [Project title] (hereinafter the “Project”), as further described in the Project Document (Annex A to this Agreement).

The Ministry and the United Nations hereby agree as follows:

ARTICLE 1 - Agreement Documents

1.1 This document, together with the Annexes attached hereto and referred to below, all of which are incorporated herein and made part thereof, constitute the entire agreement between the Parties concerning the Ministry’s financial contribution to the Project (“Agreement”):

- Annex A: Template Project Document
- Annex B: Template Project Budget
- Annex C: Sexual Exploitation and Abuse and Sexual Harassment
- Annex D: Template financial report

1.2 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:

- 1.2.1 First, this document
- 1.2.2 Second, Annex C
- 1.2.3 Third, Annex A
- 1.2.4 Fourth, Annex B
- 1.2.5 Fifth, Annex D

1.3 This Agreement supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties concerning the Ministry’s financial contribution to the Project. No promises, understandings, obligations or agreements, oral or otherwise, relating to or concerning the Ministry’s financial contribution to the Project exist between the Parties except as herein expressly set forth.

ARTICLE 2 - The Contribution

2.1 [Subject to annual parliamentary approval¹], the Ministry shall make available a contribution amounting to Danish Kroner (DKK) [Insert the amount in words and numbers] to the United Nations (hereinafter the “Contribution”) to cover the costs of the Project, as set out in the Project Budget in Annex B to this Agreement. The Parties agree that the UN may use the Contribution for Project activities from [insert Project beginning date] to [insert Project end date].

2.2 The Contribution shall be made and transferred in DKK. The UN shall convert the Contribution into United States dollars (USD) in accordance with the UN Financial Regulations and Rules. Any losses or gains resulting from exchange rate fluctuations shall be recorded against the Contribution.

2.3 The Ministry shall make a payment to the UN through a bank transfer into the following UN bank account:

Title of account:	[INSERT]
Bank name:	[INSERT]
Bank Account No.:	[INSERT]
Bank Address:	[INSERT]
SWIFT:	[INSERT]
ABA:	[INSERT]
Grant:	[INSERT]

2.4 The Contribution shall be disbursed in [insert number] installment(s) in accordance with the following schedule of installments. The Ministry shall make the disbursement(s) only after receipt of a written disbursement request signed by an authorized representative of the United Nations. The United Nations shall immediately acknowledge receipt of the funds in writing. The UN shall provide the Ministry with a receipt which shall include the contribution amount in DKK and USD and date of receipt along with other relevant information.

Date	Installments
Within [insert in words and numbers] [calendar] days of the Effective Date	[add amount in DKK including full amount of the coordination levy for this Agreement, if applicable]
On or before [add date]	[add amount in DKK]
...	...

2.5 The Ministry shall pay the first installment to the United Nations based on the operational requirements of the Project as presented under the Project Budget (Annex B). The Parties agree that the

¹ The bracketed language should be deleted if not applicable.

payment of subsequent installment(s) by the Ministry to the UN will be released in accordance with the payment schedule outlined in Article 2.4 above and is subject to the UN's submission to the Ministry of interim substantive and financial reports that show actual expenditure against the approved project budget and related substantive reports.

2.6 The Contribution and the activities funded therefrom shall be administered by the United Nations in accordance with applicable United Nations regulations, rules, policies, and procedures, including the Financial and Staff Regulations and Rules of the United Nations.

2.7 The Contribution shall be held in trust and shall be used solely for the purposes of the Project as set out herein and described in the Project Document in Annex A of this Agreement. Accordingly, any personnel that may be engaged, any equipment, supplies, or services that may be purchased, and any contracts that may be entered into using the Contribution shall be undertaken by the UN in accordance with applicable UN regulations, rules, policies, and procedures.

2.8 The Parties agree that the Contribution shall cover:

- (a) direct expenditures incurred by the United Nations in the performance of the UN's activities in-connection with the Project;
- (b) a standard thirteen percent (13%) of all direct expenditures from the Contribution shall be charged for project support services provided by the United Nations in the implementation of activities in-connection with the Project, in accordance with General Assembly resolution 35/217; and
- (c) [TO BE INCLUDED ONLY FOR PROJECTS THAT ARE SUBJECT TO THE COORDINATION LEVY][an amount of one percent (1%) of the Contribution to finance the United Nations Resident Coordinator System pursuant to the below:²]

Pursuant to paragraph 10(a) of United Nations General Assembly resolution 72/279 of 31 May 2018, the Ministry agrees that an amount corresponding to 1% of the contribution to [UN entity] shall be paid to fund the United Nations Resident Coordinator System. This amount, hereinafter referred to as the "coordination levy" will be held in trust by [UN entity] until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund for the reinvigorated Resident Coordinator system, which has been established to fund the UN Resident Coordinator System and is managed by the United Nations Secretariat.

The Ministry acknowledges that once the coordination levy has been transferred by the [UN entity] to the United Nations Secretariat, the [UN entity] is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies with the United Nations Secretariat as the manager of the Resident Coordinator system.

² [Utilize the checklist from Development Coordination Office to assess if the Contribution is subject to levy: <https://unsdg.un.org/resources/simplified-checklist-determine-levy-application>][DELETE THIS FOOTNOTE FROM FINAL TEXT]

The coordination levy does not form part of the [UN entity's] cost recovery and is additional to the costs of the [UN entity] to implement the activity or activities covered by the contribution. Accordingly, there is no normal obligation for the [UN entity] to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by [UN entity]. As deemed necessary by the Ministry— and especially where the scale of the resources concerned, or reputational risk justify a refund of transaction costs – the Ministry can submit a request for refund to the United Nations Secretariat directly or through the United Nations entity. The responsibility to refund the levy lies with the United Nations Secretariat, and not with the concerned United Nations entity.

The coordination levy for this Agreement is [insert amount]. This amount will be transferred to the [UN entity] at the bank account stated in Article 2.3 as part of the first installment within [xx] days of signing of this agreement.]

2.9 [TO BE INCLUDED ONLY FOR SINGLE-DONOR FUNDED PROJECTS] [The United Nations shall not make any commitments above the amounts specified for expenditure in the Project Budget in Annex B, which shall not be in excess of the Contribution.]

2.10 Nothing in this Agreement shall compel the Ministry to provide any funds in excess of the Contribution under this Agreement. If unforeseen expenditures arise, the United Nations shall submit a supplementary budget to the Ministry showing the further financing that shall be necessary. If no such further financing is available, the activities to be performed by the United Nations under this Agreement and in-connection with the Project may be reduced or, if necessary, terminated by the United Nations. In no event shall the United Nations assume any liability in excess of the Contribution provided by the Ministry.

2.11 Upon completion of the Project and expiry of this Agreement, the United Nations shall refund any unspent and uncommitted balance and interest accrued to the Ministry only after the submission of the final certified financial statement.

2.12 All financial accounts and statements prepared by the UN shall be expressed in USD.

ARTICLE 3 - Monitoring, Review and Evaluation

3.1 Subject to their respective regulations, rules, policies and procedures, the Ministry and the United Nations shall promptly inform each other about any condition, event, or situation that interferes or threatens to interfere with the successful implementation of the Project.

3.2 The United Nations is responsible for the monitoring and regular review of the implementation of the Project. The cost of monitoring and review constitute a direct cost to the Project and is, therefore, covered by the Project Budget, as specified in Annex B.

3.3 Any evaluation by the United Nations of the Project hereunder is subject to the provisions of the United Nations' Evaluation Policy as set out in the relevant Financial Regulations and Rules as well as its financial policies and procedures, as well as UN regulations, rules, policies and procedures concerning

information sensitivity, classification and handling.

3.4 The United Nations shall, without undue delay, forward to the Ministry any review and/or evaluation report pertaining to the Project, or inform the Ministry that such report is available on the United Nations' website.

3.5 The foregoing provisions regarding reviews and/or evaluations of the Project do not preclude the Ministry from initiating reviews and/or evaluating the Project to assess the implementation, progress, achievements, and results of the Project and the management, including financial and administrative management, risk management, and possible challenges, to determine whether the Contribution has been used for its intended purposes. In furtherance of such a review, and within the limits of its legal and regulatory framework, including its regulations, rules, policies and procedures, the United Nations shall assist in providing relevant information to the Ministry and United Nations shall provide access for site visits by the Ministry as necessary. The Ministry shall bear the costs of such evaluations or reviews, unless otherwise agreed.

3.6 The evaluations of the Project by the Ministry referenced in Article 3.5 are distinct and separate from the evaluations of the Project by the United Nations referred to in Article 3.3. The latter are subject to the exclusive authority of the independent evaluation office of the United Nations. The Ministry shall inform the United Nations about evaluations conducted by the Ministry, and the United Nations may be invited to join the evaluation.

3.7 Reviews and/or evaluations conducted by the Ministry under Article 3.5 do not constitute an audit of the United Nations. Audits are subject to Article 4 of the Agreement.

ARTICLE 4 - Audit

4.1 The Contribution is subject exclusively to the provisions on external and internal audit provided for in United Nations regulations, rules, policies, and procedures.

4.2 The Ministry may make reasonable requests for additional explanations or consultations at any time provided that such requests are consistent with the single audit principle governing the United Nations. The United Nations shall provide additional explanations to such reasonable requests promptly and in a manner consistent with United Nations regulations, rules, policies, and procedures.

4.3 If the United Nations becomes aware of an initiation of an internal or external audit concerning the Contribution, the United Nations shall promptly inform the Ministry subject to the applicable regulations, rules, policies and procedures of the United Nations, and the terms and conditions of such audit.

4.4 Should an internal or external audit report contain observations relevant to the Contribution, a copy of such report, together with the United Nations comments thereon, shall be made available to the Ministry.

4.5 In the event that the Ministry becomes aware of factors that would indicate a need for closer scrutiny of Ministry funded activities, the Ministry shall bring these to the attention of the United Nations and the United Nations shall address such issues and promptly inform the Ministry of its observations in accordance with United Nations regulations, rules, policies and procedures. If the United Nations internal oversight body determines that there is a need for a special independent audit, it shall determine the scope and plan for any such audit, in accordance with United Nations regulations, rules, policies, and procedures.

ARTICLE 5 - Reporting

5.1 The UN shall provide the Ministry with the following reports and statements, prepared in accordance with United Nations accounting and reporting procedures:

- a) Interim substantive reports and interim uncertified financial reports in accordance with the template financial report in Annex D, for financial reports only, to accompany the request for subsequent installments;
- b) By 31 March, an annual certified financial statement ending 31 December which includes a breakdown across the UN's budget classes of the fiscal year which ended on 31 December, and an annual substantive report that describes how results have been achieved.

5.2 The United Nations shall submit a final substantive report and a final certified financial statement within [Option 1 for non-complex projects: "three (3) month"] OR [Option 2 for complex projects: "four (4) months"] following the date of expiration or termination of this Agreement.

5.3 All reports certified by an authorized UN official shall be provided by the [insert name of the UN Secretariat Office or Department].

5.4 The certified financial statements provided by the UN in accordance with Article 5.1(b) and Article 5.2 shall specify the Contribution from the Ministry.

5.5 When the Ministry is the only donor to the Project, any significant deviations from or material changes in the Project Budget, objectives, result framework, theory of change/logical framework, risk matrix, work plans, implementation schedule/timeline, as applicable, as defined in the Annexes, shall require written agreement by the Parties in accordance with Article 18.4. The United Nations shall immediately request approval from the Ministry when there is reason to believe that, within the next ninety (90) calendar days, a significant deviation or change will be necessary. When the Ministry is not the only donor to the Project, then the United Nations shall notify the Ministry of significant deviations from or material changes in the Project Budget, objectives, result framework, theory of change/logical framework, risk matrix, work plans, implementation schedule/timeline, as applicable, as defined in the Annexes, as soon as possible.

ARTICLE 6 - Financial Irregularities

6.1 For purposes of this Agreement, and in accordance with the United Nations' regulations, rules, policies, and procedures, "Financial Irregularities" are defined as follows:

- a) "Fraudulent acts" includes both "fraud" and "corruption";
- b) "fraud" encompasses any act or omission whereby an individual or entity knowingly

- misrepresents or conceals a material fact in order to obtain an undue benefit or advantage for himself, herself, itself or a third party, or to cause another to act to his or her detriment;
- c) *“corruption”* encompasses any act or omission that misuses official authority, or seeks to influence the misuse of official authority, in order to obtain an undue benefit for oneself or a third party;
 - d) *“collusive practices”* means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - e) *“coercive practices”* means impairing, 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;
 - f) *“obstructive practices”* means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of any contractual rights of audit or access to information.

6.2 The Ministry and the United Nations are fully committed to preventing and detecting Financial Irregularities. The United Nations is committed to taking all reasonable efforts to prevent and detect Financial Irregularities related to the Contribution. When Financial Irregularities, as defined above, are reported to the United Nations, the United Nations shall refer such reports to its internal oversight body for any action deemed appropriate by such body, in accordance with the United Nations’ policies and procedures.

6.3 The United Nations shall ensure that any third-party subsidiary arrangements entered into for the purpose of this Agreement include a provision equivalent to this Article 6.

6.4 The United Nations shall have in place a suitable mechanism for reporting Financial Irregularities and for the protection of any of its personnel from retaliation as a result of their reporting of Financial Irregularities.

6.5 The United Nations shall promptly notify the Ministry of any allegations of Financial Irregularities of which it has been informed or has otherwise become aware, provided, however, that (i) the allegations directly relate to the Project funded by the Contribution, and either an internal oversight body of the United Nations has found that the allegations warrant an investigation, or the United Nations considers that the allegations would have a significant impact on the partnership between the Parties, and (ii) notifying the Ministry of such allegations will not, in the opinion of the United Nations, jeopardize any further action contemplated by the United Nations in relation to the allegations, or compromise the safety, security, privacy, confidentiality and due process rights of any concerned persons or the integrity of the investigation.

6.6 The United Nations may withhold payments to operations or relevant parts of operations that are to its knowledge affected by credible allegations of Financial Irregularities.

6.7 Where an investigation has concluded that Financial Irregularities have occurred, the United Nations shall:

- (i) Unless deemed inappropriate by the United Nations, refer the matter to the appropriate State authorities;
- (ii) use reasonable efforts to recover any part of the Contribution that the United Nations has established on the basis of the investigation as having been lost as a result of Financial Irregularities; and
- (iii) reimburse to the Ministry any part of the Contribution recovered by the United Nations, or, if the Ministry so agrees, credit it to fund the activities or, where the activities have been concluded or terminated, re-program the funds. In respect of such amount that has not been recovered, the United Nations shall continue to use reasonable efforts to recover such funds.

6.8 In the event the United Nations has been informed or has otherwise become aware of allegations of Financial Irregularities and the Ministry reasonably believes that timely and appropriate action has not been taken, it has a right to direct consultations to be established at a senior level between the Parties in order to obtain assurance that the United Nations' oversight and accountability mechanisms have been or are being fully applied in connection with such allegations, provided, however, that (i) the allegations directly relate to the activities funded by the Contribution, and either an internal oversight body of the United Nations has found that the allegations warrant an investigation, or the United Nations has found that the allegations would have a significant impact on the partnership between the Parties, and (ii) notifying the Ministry of such allegations will not, in the opinion of the United Nations, jeopardize any further action contemplated by the United Nations in relation to the allegations, or compromise the safety, security, privacy, confidentiality and due process rights of any concerned persons or the integrity of the investigation.

6.9 Any information or documentation provided in accordance with these provisions will be treated by the Ministry with utmost discretion in order to ensure, *inter alia*, the probity of any investigation, protect sensitive information, ensure the safety and security of persons and respect the due process rights of all involved. The Ministry will presume information or documentation to be confidential, deliberative, and investigatory and will ensure that information or documentation provided to the Ministry will be available solely to those who strictly require access to such information or documentation. Any disclosure of such information or documentation beyond such personnel will require written notification and consultation with the United Nations. The Ministry shall obtain the express written authorization of the United Nations before disclosing any such information or documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law applicable to the Ministry and is not subject to the 1946 Convention on the Privileges and Immunities of the United Nations.

ARTICLE 7 - Prohibited Conduct

7.1 For purposes of this Agreement, and in accordance with the United Nations regulations, rules, policies and procedures, "Prohibited Conduct" is defined as follows:

- a) “*Conflict of interest*” means when an individual’s personal interests interfere with the performance of his or her official duties and responsibilities or with their integrity, independence and impartiality;
- b) “*unethical practice*” means conduct or behaviour that is contrary to the United Nations codes of conduct, such as those relating to post-employment provisions, abuse of power or authority, discrimination, harassment or other inappropriate efforts to exert undue influence.

For the avoidance of doubt, any conduct or behaviour described in Article 7.1(a) or 7.1(b) that also constitutes Financial Irregularities or Sexual Exploitation and Abuse and Sexual Harassment, will be handled exclusively in accordance with the provisions of Article 6 and Article 10 respectively.

7.2 The Ministry and the UN are fully committed to preventing and detecting Prohibited Conduct. United Nations is committed to taking all reasonable efforts to prevent and detect Prohibited Conduct in respect of the Contribution provided under this Agreement.

7.3 The United Nations shall ensure that agreements with third-parties that receive funds from the Contribution include a provision that requires the third party to comply with all laws, ordinances, rules, and regulations bearing upon the performance of such third-party’s obligations under such agreement.

7.4 The United Nations shall have in place a suitable mechanism for reporting of Prohibited Conduct and for the protection of any of its personnel from retaliation as a result of their reporting of financial irregularities.

7.5 The United Nations shall promptly notify the Ministry of any allegations of Prohibited Conduct, of which it has been informed or has otherwise become aware, provided, however, that (i) the allegations directly relate to the activities funded by the Contribution, and either an internal oversight body of the United Nations has found that the allegations warrant an investigation, or the United Nations has found that the allegations would have a significant impact on the partnership between the Parties, and (ii) notifying the Ministry of such allegations will not, in the opinion of the UN, jeopardize any further action contemplated by the United Nations in relation to the allegations, or compromise the safety, security, privacy, confidentiality and due process rights of any concerned persons or the integrity of the investigation.

7.6 Any information or documentation provided in accordance with these provisions will be treated by the Ministry with utmost discretion in order to ensure, *inter alia*, the probity of any investigation, protect sensitive information, ensure the safety and security of persons and respect the due process rights of all involved. The Ministry will presume information or documentation to be confidential, deliberative, and investigatory and will ensure that information or documentation provided to the Ministry will be available solely to those who strictly require access to such information or documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the United Nations. The Ministry shall obtain the express written authorization of the United Nations before disclosing any such information or documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law applicable to the Ministry and is not subject to the 1946 Convention on the Privileges and Immunities of the United Nations.

ARTICLE 8 - Restrictive Measures (sanctions) and Anti-Terrorism

8.1 The UN shall not provide funds to third parties, whether entities, individuals or group of individuals, included in the Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") at the time such third parties are selected.

8.2 The UN shall cooperate with the Ministry in assessing if the third parties, whether entities, individuals or group of individuals, selected by the UN to be recipients of funds in connection with the implementation of the respective contribution agreement, fall under the scope of EU restrictive measures.³ In the event that such recipients would fall under the scope of EU restrictive measures, the UN shall promptly inform the Ministry.

8.3 In such event, the UN and the Ministry shall promptly consult each other with a view to jointly determining remedial measures in accordance with their respective applicable legal framework. Such measures may include, but shall not be limited to, the reallocation of the remaining Contribution under this Agreement, net of any costs incurred by the UN for undertaking any procurement or award procedure (the "Corresponding Amount").

8.4 Where such remedial measures are not feasible, the Corresponding Amount shall not be charged to the Project or, in the case of a multi-donor project, to the amount corresponding to the Ministry's contribution to the Project. This is without prejudice to the suspension or termination of this Agreement, together with the recovery of any unspent funds contributed by the Ministry to the United Nations, after consultation by the Parties.

8.5 This provision is without prejudice to the exceptions contained in the EU restrictive measures.

ARTICLE 9 - Child Protection

The United Nations shall make all reasonable efforts to ensure that the activities undertaken as part of the Project do not violate the rights set out in the Convention on the Rights of the Child.

ARTICLE 10 - Prevention of sexual exploitation, abuse and harassment

The Parties have a zero tolerance for sexual exploitation and abuse ("SEA") and sexual harassment ("SH"), as further detailed in Annex C.

ARTICLE 11 - Property and equipment

The UN shall determine the ownership of assets paid for in whole or in part from the Contribution by reference to the UN's regulations, rules, policies and procedures. The transfer of ownership of such assets by the UN shall also be done in accordance with the UN's regulations, rules, policies and procedures and, if applicable, in accordance with the UN's agreements concluded with third parties.

ARTICLE 12 - Public access to intellectual property

12.1 Intellectual property produced as a result of the Project funded in whole or in part from the Contribution, shall be managed in accordance with the UN's regulations, rules, policies and procedures and in a way that maximizes their public accessibility and allows the broadest possible use in accordance

³ [The consolidated lists of EU restrictive measures are available at: www.sanctionsmap.eu.](http://www.sanctionsmap.eu)

with the UN's regulations, rules, policies and procedures and possible agreements with third parties, for non-commercial purposes. Published reports produced as a result of the Project shall, as far as possible and appropriate, be placed in the public domain.

12.2 Any transfer of ownership of intellectual property owned by the United Nations shall be undertaken by the United Nations, for the purpose of achieving the objective of the Project.

ARTICLE 13 - Forwarding of funds and third party engagement

13.1 In case the Contribution or part of the Contribution is forwarded in accordance with Annex 1 by the UN to a third party (including another entity within the UN system), the UN shall enter into an agreement with the third party in question. The UN shall ensure, in accordance with United Nations regulations, rules, policies and procedures, that such an agreement will contain necessary provisions concerning the appropriate use of funds consistent with the terms of this Agreement. The UN shall ensure that the third parties report on progress and finances of the Project in a manner consistent with the United Nations regulations, rules, policies and procedures.

13.2 The United Nations acknowledges that when it engages a third party which shall receive funds from the Contribution, the UN shall select and engage such third party in accordance with the UN's legal and regulatory framework which includes, *inter alia*, that (i) such third party meets appropriate requirements prior to selection and during its engagement by the UN, and (ii) such third party is required to comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under its arrangement with the United Nations. The Parties acknowledge that tax evasion and money laundering would be inconsistent with such standards of legal and regulatory framework.

ARTICLE 14 - Information

14.1 The United Nations shall provide the Ministry with such other information on the Project as may be reasonably requested from time to time for public information, dissemination or other purposes, subject to the United Nations regulations, rules, policies and procedures.

14.2 The United Nations shall in its publications and reports concerning the Project mention the Contributions provided by Denmark.

14.3 All information provided or prepared pursuant to this Agreement shall be safeguarded, used, transmitted, stored, handled by each Party in accordance with the regulations, rules, policies and procedures applicable to such Party, including the 1946 Convention on the Privileges and Immunities of the United Nations, and in the case of the Ministry, national legislation.

14.4 Upon the request for the disclosure of information provided or prepared pursuant to this Agreement, the Parties shall consent to such disclosure in writing subject to that Party's regulations, rules, policies and procedures, and in case of the Ministry, national legislation.

ARTICLE 15 - Special provisions

15.1 The Ministry reserves a right, after consultation with the United Nations, to withhold disbursement and claim repayment of the Contribution in full or in part if:

- a) there are credible allegations of Financial Irregularities and/or Prohibited Conduct;
- b) material obligations of this Agreement are not met; or
- c) substantial deviations from the results framework, agreed plans or budgets have occurred, while giving due consideration to the contextual development conditions and/or complex operational and security situations.

15.2 It is understood that in such an event, the Ministry may reduce, suspend or terminate its contribution to the Project activities after consultation with the United Nations if necessary actions are not taken by the United Nations to remedy the event.

15.3 Subject to Article 18.1, the Ministry does not accept any responsibility or liability for any claims, debts, demands, damage or loss as a result of the implementation of the Project funded by the Contribution.

ARTICLE 16 - Dispute Resolution

The UN and the Ministry shall settle amicably any differences and disputes arising from or relating to the implementation of this Agreement.

ARTICLE 17 - Privileges and Immunities

Nothing in or relating to the provisions of any Articles in 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 18 - Entry into Force, Duration, Amendment and Termination

18.1 [SELECT RELEVANT OPTION] [This Agreement shall enter into force on the date both Parties have signed this Agreement, or if the Parties have signed it on different dates, the date of last signature.] // [This Agreement shall enter into effect on [insert date]] (“Effective Date”).

18.2 The Agreement shall be effective from the Effective Date to [insert date OR specific period of time].

18.3 This Agreement shall remain in force until all the obligations have been duly fulfilled by the Ministry and the UN, unless terminated earlier by either Party by giving a notice in writing to the other Party of at least three (3) months prior to the termination, in the event that the Project duration is one (1) year or shorter, and at least six (6) months prior notice in the event that the Project duration is more than one (1) year. In the event that this Agreement is terminated prior to the completion of the Project or the expiry of this Agreement, the UN may continue to hold any unutilized part of the Contribution until all commitments and liabilities incurred up to the date of termination have been satisfied and the Project has been brought to an orderly conclusion. The UN shall not be obliged to repay any funds irrevocably committed in good faith by the UN before the date of notice of such termination.

18.4 The Parties agree that all amendments or modifications concerning reallocation of amounts between budget classes as specified in the Project Budget, will be undertaken in writing, which can be either a formal amendment to this Agreement, or an email exchange between the Parties. The Parties further agree that all other amendments or modifications to this Agreement shall be undertaken by way of a formal amendment in writing, by the Parties.

18.5 This Agreement is made in [one/two (1/2)] originals, or with [one/two (1/2)] electronic counterparts, in the English language, and duly signed by the authorised representatives of the Ministry and the UN.

IN WITNESS WHEREOF, this Agreement has been executed by authorised representatives of the Parties on the date(s) set forth below.

For the **UNITED NATIONS**:

For the **MINISTRY OF FOREIGN AFFAIRS OF DENMARK**:

By: _____

By: _____

[INSERT NAME]
[INSERT TITLE]

[INSERT NAME]
[INSERT TITLE]

Date: _____

Date: _____

ANNEX A – TEMPLATE PROJECT DOCUMENT

[NOTE - BELOW IS GUIDANCE ON THE PROPOSED CONTENTS OF THE PROJECT DOCUMENT.
PLEASE REVIEW EACH SECTION TO DETERMINE IF APPLICABLE FOR THE PROJECT.]

1. Introduction

The present project document is based on the [i.e. funding proposal] from [insert UN Secretariat Office or Department] and outlines the background, rationale and justification, objectives, results framework, budget and management arrangements for the cooperation of the project.

[Note - The present project document should contain the following sections – to be adapted to the concrete proposal with regard to scope, timeframe and budget]

2. Strategic considerations, context, rationale and justification

[Relevant strategic, institutional and operational context in relation to the project. The following points constitute a long list to be adapted to the specific cases.]

- Brief summary of the main issues to be addressed by the project such as political, societal, economic, environmental, humanitarian, security and/or human rights issues relevant to the project/programme.
- The development problem and strategic priorities to be addressed by the project.
- If relevant, brief description of the main actors and key stakeholders.
- Brief presentation of past results and lessons learned (if any), both positive and negative, and reflections/explanation of how they have influenced the design of the new project.
- Justification of the project design focusing on relevance, impact, effectiveness, efficiency, coherence and sustainability.
- Alignment with the human rights based approach (HRBA), Leaving No-one Behind (LNOB), gender and youth, climate change and environmental considerations.]

3. Programme or Project Objective

[Describe the objective of the project. The objective should be concise and measurable, but be sufficiently broad to provide room for possible adaptations.]

4. Theory of change/logical framework and key assumptions

[Present the theory of change/intervention logic, i.e., how the identified development problem is expected to be addressed by the project through pathways for intended changes. Highlight key assumptions made for such changes to take place and the associated risks]

5. Summary of the results framework

[Note - For results based management, learning and reporting the project should be based on progress attained in the implementation of the project as described in the funding proposal. Progress will be measured based on the results and monitoring framework of the project focusing on a limited number of key outcome(s) and corresponding outputs and their associated indicators according to the standard result framework below]

Final form of template contribution agreement between Denmark (MFA) and UN (Secretariat)	Date: 2 July 2024
--	-------------------

Project	[Title of Project]	
Project Objective	[The intended impact contributing to benefits to a society or community]	
Outcome	[The short-term and medium term effects of the project's outputs on the target group]	
Outcome indicator	[Quantitative or qualitative factor or variable that provides a simple and reliable means to measure achievement or to reflect the changes connected to an intervention. It should also indicate the means of verification.]	
Baseline	Period	[Situation prior to commencement of activities]
Target	Period	[intended situation by the end of project (phase)]
Outputs 1	[Short-term result in the form of goods and services which result from an engagement activity]	
Output indicator	[Quantitative or qualitative factor or variable that provides a simple and reliable means to measure achievement or to reflect the changes connected to an intervention]	
Baseline	Period	[Situation prior to engagement activity]
Target	Period	[Intended situation after first year of implementation]
Target	Period	[Intended situation after first year of implementation]
Target	Period	[Intended situation after first year of implementation]
.....	
Target	Period	[Intended situation when activity under the engagement ends]

6. Budget

[Please insert a broad narrative description, with reference to Project Budget in Annex B, and describe the intended use of the Contribution, in sufficient detail, to the extent possible.]

[To assist in the event of needed amendments concerning the amount of the Contribution, please specify the Contribution in DKK, [[and the relevant Danish Finance Act Account from which the Contribution comes from]] [[FOR DENMARK TO PROVIDE]], the project period which is to be financed by the Contribution and other budget/financing details, if relevant.]

7. Institutional and Management arrangement

[Note - The management arrangement must aim to ensure adequate reporting, dialogue, learning and timely decisions about the project, including possible adaptations to ensure achievement of agreed outcomes]

- [Present the organisational set-up, including description of mechanisms and agreed procedures for monitoring of progress, project level dialogue and learning, ongoing QA, anti-corruption measures, and risk management. The set-up could be in the form of a project steering committee that meet at regular intervals to monitor progress to ensure delivery of outputs; address issues related to implementation, including developments of risks; draw lessons and ensure dissemination of learning; provide advice on potential changes and/or adaptations to the project for the achievement of outcomes.]
- [Outline a calendar for stock-taking exercises, reviews and evaluation, as relevant.]
- [Present a deliberate strategy for learning and adaptation during implementation.]
- [Outline a plan for communicating results]

8. Financial management

The Contribution will be used in accordance with the UN Financial Regulations and Rules, administrative issuances promulgated in accordance with these Regulations and Rules, and guidance documents issued

thereunder, which include the following, are subject to changes, and are publicly available:

- (i) Financial Regulation and Rules of the United Nations (ST/SGB/2013/4 and ST/SGB/2013/4/Amend.1)
- (ii) Supplement to the Financial Regulation and Rules of the United Nations (ST/SGB/2015/4 and ST/SGB/2015/4/Amend.1)
- (iii) Delegation of authority in the administration of the Staff Regulations and Rules and the Financial Regulations and Rules (ST/SGB/2019/2)
- (iv) UN Procurement Manual (<https://www.un.org/Depts/ptd/about-us/procurement-manual>)
- (v) Administrative Instructions on Official Travel (ST/AI/2013/3, ST/AI/2013/3/Amend.3 and ST/AI/2013/3/Amend.3)

9. Risk Management

[Present a summary of risk analysis and risk response for contextual, programmatic and institutional risk factors, where relevant. Each column below should only be included if relevant to the specific Project. Reference should be made to assumptions made in relation to the Theory of Change/Logical Framework. If relevant, describe joint risk management arrangements, e.g., discussions as part of the reporting. Where relevant, a detailed risk matrix should be included here or as an enclosure to this Project Document.]

Risk Factor	Likelihood	Impact	Risk mitigation	[Residual risk][OPTIONAL]	[Background to assessment][OPTIONAL]
[Contextual] The risk is formulated as a headline or in one or two sentences	- Very unlikely - Unlikely - Likely - Almost certain	- Insignificant - Minor - Major - Significant	The risk mitigation is formulated as a headline or in one or two sentences	[The risk that remains after the identified risk response]	[Brief explanation which can emphasize the risk factor itself or any of the other elements in terms of rating and responding to the risk]
[Programmatic] The risk is formulated as a headline or in one or two sentences	- Very unlikely - Unlikely - Likely - Almost certain	- Insignificant - Minor - Major - Significant	The risk mitigation is formulated as a headline or in one or two sentences	[The risk that remains after the identified risk response]	[Brief explanation which can emphasize the risk factor itself or any of the other elements in terms of rating and responding to the risk]
[Institutional] The risk is formulated as a headline or in one or two sentences	- Very unlikely - Unlikely - Likely - Almost certain	- Insignificant - Minor - Major - Significant	The risk mitigation is formulated as a headline or in one or two sentences	[The risk that remains after the identified risk response]	[Brief explanation which can emphasize the risk factor itself or any of the other elements in terms of rating and responding to the risk]

10. Closure

[Outline an exit strategy which commensurate with the scope and volume of support taking into consideration how structures, policies and activities will be able to continue without external assistance or have come to an end.]

ANNEX B – PROJECT BUDGET

[NOTE - PLEASE FIND BELOW AN OVERVIEW OF THE PROJECT BUDGET TEMPLATE TO BE USED. THE BELOW TEMPLATE ONLY INCLUDES AGGREGATED UN BUDGET CLASSES. THE ACTUAL PROJECT BUDGET OUGHT TO BE COMPLETED USING THE UN-PROVIDED EXCEL SPREADSHEET, WHICH HAS THE BELOW AGGREGATE ITEMS, AS WELL AS THE LINE ITEMS WHICH FALL BELOW EACH AGGREGATED ITEM.]

[NOTE – DEPENDING ON THE TYPE OF ACTIVITIES/DELIVERABLES OF THE PROJECT, THE BUDGET BREAKDOWN SHOULD BE MODIFIED, AS APPROPRIATE.]

UN Budget Classes	Budget Description ^{1/}	Budget amount	Total USD Project Budget	Denmark Contribution				
				DKK Total	USD	USD	USD	USD
					Total	Year 1	Year 2	Year 3
Staff and Other Personnel Costs								
Supplies Commodities and Materials								
Equipment, Vehicle and Furniture								
Contractual Services								
Travel								
Transfers and Grants								
General Operating and Other Direct Costs								
Total Project Cost								
Programme Support Cost (13%)								
Grand Total								

^{1/} Include detailed budgets within each UN budget class, i.e., the number of professional staff, general support staff, consultants by types within Staff and Other Personnel Costs. Types of contractual arrangements under Contractual Services, and types and number of fixed assets under Equipment, Vehicle, and Furniture, to the extent possible.



Annex B_Budget
template.xlsx

ANNEX C - SEXUAL EXPLOITATION AND ABUSE AND SEXUAL HARASSMENT

1. a. Sexual exploitation and abuse

The Ministry and the UN have a zero tolerance for inaction approach to tackling sexual exploitation and abuse (“SEA”).⁴ This means the UN and its implementing partners will take all reasonable steps to prevent SEA by both its employees and any implementing partner and respond appropriately when reports of SEA arise, in accordance with their regulations, rules, policies and procedures.

Unless inconsistent with a specific regulation, rule, policy or procedure governing the UN, the UN will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse (Annex I) and the following principles and practices when implementing the activities under this arrangement and provide evidence to demonstrate this where required:

- a) Adherence to the IASC-Minimum Operation Standards on “Protection from sexual exploitation and abuse by own personnel” and/or the SEA elements of the Core Humanitarian Standard on Quality and Accountability;
- b) A victim/survivor-centred approach⁵ to SEA issues;
- c) Strong leadership and signaling on tackling SEA;
- d) Make all reasonable efforts to address gender inequality and other power imbalances;
- e) Reporting to enhance accountability and transparency;
- f) Ensure that SEA standards from this arrangement are reflected in funding templates with implementing partners, for UN entities: by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners.

b. Sexual harassment

The Ministry and the UN have a zero tolerance for inaction approach to tackling sexual harassment (“SH”).⁶ This means the UN will take all reasonable steps to prevent SH and respond appropriately when reports of SH arise, in accordance with its regulations, rules, policies and procedures.

Unless inconsistent with a specific regulation, rule, policy or procedure governing the UN, the UN will apply the following principles and practices when implementing the activities under this arrangement:

⁴ See UN Secretary-General’s Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse.

⁵ A victim/survivor centered-approach is one for which the victim/survivor’s dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the UN Protocol on Allegations of SEA Involving Implementing Partners, the victim/survivor should be informed, consulted during the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the victim/survivor and/or handling information regarding the allegation will maintain confidentiality, ensure safety of the victim/survivor, and apply victim/survivor-centered principles which are safety, confidentiality, respect, and non-discrimination. When the victim/survivor is a child, the approach will consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

⁶ See the UN System Model Policy on Sexual Harassment and the UN Secretary-General’s Bulletin ST/SGB/2019/8 for the uniform definition of sexual harassment in the UN System.

- a) A victim/survivor-centred approach to SH issues;
- b) Strong leadership and signaling on tackling SH;
- c) Make all reasonable efforts to address gender inequality and other power imbalances;
- d) Reporting to enhance accountability and transparency;

2. The UN will adhere to the following requirements:

a. Allegations of SEA

(i) The UN will promptly report all allegations of SEA credible enough to warrant an investigation through the Secretary-General's reporting mechanism (the "Report").

(ii) When the UN reports an allegation of SEA to, or becomes aware of an allegation reported through, the Report that is (i) directly related to the activities funded by this arrangement or, (ii) would have a significant impact on the partnership between the UN and the Ministry, the UN will promptly notify [Ministry point of contact] of the report made and the relevant arrangement number, if applicable and provide information containing the level of detail that the UN is aware of.

(iii) Upon request from the Ministry, the UN agrees to provide further available relevant information the UN is aware of for allegations notified under paragraph 2a (ii) including about subsequent measures taken by the UN, unless disclosure of such information would be inconsistent with the UN's regulations, rules, policies and procedures concerning disclosure of information

b. Allegations of SH

(i) The UN will report allegations of sexual harassment and measures taken through existing reporting mechanisms.

(ii) Where the UN has determined that the allegations would have a significant impact on the partnership between the UN and the Ministry, the UN will promptly notify [Ministry point of contact] and provide information containing the level of detail of the existing reporting mechanisms.

(iii) Upon request from the Ministry, the UN agrees to provide further available relevant information, that the UN is aware of unless disclosure of such information would be inconsistent with the UN's regulations, rules, policies and procedures concerning disclosure of information.

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

4. When the UN becomes aware of reasonable suspicions, complaints or reports of SEA or SH by its personnel, the UN will, as appropriate under its regulations, rules, policies, and procedures, take reasonable, swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for potential criminal matters), as appropriate and when safe to do so, after considering the wishes of the victim/survivor.

5. The Ministry or any of its duly authorized representatives may, in accordance with agreed mutually accepted terms of reference, carry out reviews or evaluations or other assessment measures to verify the UN's zero tolerance for SEA and SH, provided that such measures are consistent with the single audit principle governing the UN, if applicable. The UN will fully cooperate within the scope of the

terms of reference with any such reasonable requests by the Ministry or any of its duly authorized representatives or agents to carry out such measures.

6. Any information or documentation provided in accordance with these provisions will be treated by the Ministry with utmost discretion in order to ensure, *inter alia*, the probity of any investigation, protect sensitive information, ensure the safety and security of persons and respect the due process rights of all involved. The Ministry will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to the Ministry will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the UN. The Ministry will obtain the express written authorization of the UN before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law applicable to the Ministry and is not subject to the UN's privileges and immunities under international and/or national law (such as information/documentation constituting UN archives).
7. Unless the regulations, rules, policies, and procedures applicable to the UN are amended at an earlier stage, and/or there are other substantive changes to any of the referenced policies, processes or mechanisms, the above provisions are subject to possible review two years after the date of the Donors' mutual decision on their text with the UN (27 July 2021). Any changes to the above provisions that may be mutually decided following such a review will take effect at least four years after the date of the Donors' mutual decision on the present text with the UN, until which time the above provisions will continue to apply.

Annex I: IASC Six Core Principles Relating to Sexual Exploitation and Abuse

1. Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.
2. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense.
3. Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.
4. Any sexual relationship between those providing humanitarian assistance and protection and a person benefitting from such humanitarian assistance and protection that involves improper use of rank or position is prohibited. Such relationships undermine the credibility and integrity of humanitarian aid work.
5. Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms.
6. Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.

ANNEX D - TEMPLATE FINANCIAL REPORT



Trust Fund in Support of XXX XXX

Project: XXXX
(Grant: M1-32XXX-000XXX)

Statement of Income and Expenditure for the period ended DD MM YYYY
(Expressed in US dollars)

Start Date: DD MM YYYY
End Date: DD MM YYYY

Income	
Voluntary contributions from the Government of XXXXX	-
Transfers from/(to) Grant	-
Total Voluntary contributions from the Government of XXXXX	-
Investment income	-
Miscellaneous income	-
Total income	-

Expenditures	Unrelased Budget	Released Budget	Total Budget	Outstanding Commitments	Expenditure	Total Expenditures & Commitments	Available Released Budget Balance at the end of the period
Staff and other personnel cost	-	-	-	-	-	-	-
Supplies, Commodities and Materials	-	-	-	-	-	-	-
Equipment, Vehicles and Furniture	-	-	-	-	-	-	-
Contractual Services	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-
Transfers and Grants	-	-	-	-	-	-	-
General Operating and Other Direct Costs	-	-	-	-	-	-	-
Total direct expenditures	-	-	-	-	-	-	-
Indirect Support Costs (United Nations)	-	-	-	-	-	-	-
Indirect Support Costs (Implementing Partners)	-	-	-	-	-	-	-
Total indirect support costs	-	-	-	-	-	-	-
Total expenditures	-	-	-	-	-	-	-
Net excess/(shortfall) income over expenditure							-
Refunds							-
Unspent contribution balance, DD MM YYYY							-
Unpaid pledges, DD MM YYYY							-
Available Balance, DD MM YYYY							-

Certified by the Finance Division / OPPFB Date: _____



Annex D_Donor
report template incl