

INTERIM FINANCING AGREEMENT BETWEEN DENMARK AND THE UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN (UN WOMEN)

WHEREAS Denmark hereby agrees to contribute funds to UN Women on a cost-sharing basis (hereinafter referred to as “the Contribution”) for the implementation of [Programme/Project title] (hereinafter referred to as “the [Programme/Project]”), as described in the Project document [Project number and title], in [programme country, Denmark’s reference number/360-number].

WHEREAS UN Women is prepared to receive and administer the Contribution for the implementation of the [Programme/Project],

WHEREAS the Government of [programme country] has been duly informed of the Contribution of Denmark to the [Programme/Project],

WHEREAS UN Women shall designate an Implementing Partner for the implementation of the [Programme/Project] (hereinafter referred to as the “Implementing Partner”),

NOW THEREFORE, UN Women and Denmark (hereinafter jointly referred to as the “Parties”), hereby agree as follows:

Article I – Agreement Documents

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 Denmark’s financial contribution to the Project (“Agreement”):

Annex 1:	[Template UN Women Project Document]
Annex 2:	[Template Project Budget]
Annex 3:	[Template uncertified financial report]
Annex 4:	Special Provisions
Annex 5:	Sexual Exploitation, Abuse and Sexual Harassment

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) First, this document, along with Annexes 4 and 5
 - 2) Second, Annex 1
 - 3) Third, Annex 2
 - 4) Fourth, Annex 3

3. This Agreement supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties concerning Denmark'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 II. The Contribution

1. The Contribution
 - (a) Denmark's total contribution for the [project/programme title] is Danish Kroner (DKK) [amount] and Denmark commits DKK [amount] upon signature of this Agreement. [The additional commitment of DKK [amount] is subject to Parliamentary approval of the Danish Finance Act for [year]. The Contribution shall be deposited in to the following [bank and bank account¹]:

Account Name:
Bank Name:
Account number:
Address:
IBAN/ABA:
SWIFT Code:

Schedule of payments²
[specific date]

Amount
[specify amount in DKK]

¹ Please note that the currency of the bank account should be the same as the currency of the contribution

² It is recommended that the payment schedule is made in two annually installments to ensure at least six months' anticipated liquidity. For agreements of less than a year, single installment for full Contribution amount, will be paid. This will make processing of contributions and reporting more efficient.

- (b) Denmark shall pay the first instalment to the UN Women based on the operational requirements of the [Programme/Project] as presented under the [Programme/Project] Budget (Annex 1). The release of subsequent instalment(s) by Denmark to the UN Women will be in accordance with the payment schedule outlined in Article I. paragraph 1 (a) above and is subject to the UN Women's submission to Denmark of interim narrative and financial reports that show actual expenditure against the approved [Programme/ Project] budget and related substantive reports. Denmark shall make the disbursement(s) after receipt of a written disbursement request signed by two authorized representatives of the UN Women. Denmark.
 - (c) Denmark will inform UN Women when the Contribution is paid via an e-mail message with remittance information to finance.donoragreements@unwomen.org.
 - (d) UN Women will within 14 days after the Contribution have been received acknowledge receipt of the Contribution indicating the value in both DKK and United States Dollars (USD).
2. The value of the Contribution payment, if made in a currency other than USD, shall be determined by applying the United Nations operational rate of exchange in effect on the date of receipt by UN Women. 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. If, in such a case, a loss in the value of the balance of funds is recorded, UN Women shall inform Denmark with a view to determining whether any further financing could be provided by Denmark. Should such further financing not be available, the assistance to be provided to the [Programme/Project] may be reduced, suspended or terminated by UN Women.
 3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended to be consistent with the progress of [Programme/Project] delivery.
 4. UN Women shall receive and administer the payment in accordance with UN Women's regulations, rules, policies and procedures.
 5. All financial accounts and statements shall be expressed in USD.

Article III. Utilization of the Contribution

1. The implementation of the responsibilities of UN Women and of the Implementing Partner pursuant to this Agreement and the [Programme/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 I, paragraph 1, above. UN Women shall not start the implementation of the activities prior to receiving the Contribution or the first tranche of the Contribution (whichever is applicable).
2. The Parties agree that UN Women may use the Contribution for [Programme/Project] activities from [insert Agreement or [Programme/Project] beginning date] to [insert Agreement or [Programme/Project] end date]. Extension of the duration of the implementation period funded under this Agreement is regulated by Article X1.
3. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UN Women shall submit to Denmark on a timely basis a supplementary estimate showing the further financing that will be necessary. Denmark shall use its best endeavours to make available to UN Women the additional funds required.
4. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraph 3 above is not forthcoming from Denmark or other sources, the assistance to be provided to the [Programme/Project] under this Agreement may be reduced, suspended or terminated by UN Women.
5. Any interest accrued from deposit of Danish funds will not be returned and will be utilized in accordance with UN Women's Financial Regulations and Rules.

Article IV. Administration and reporting

1. [Programme/Project] management and expenditures shall be governed by the rules, regulations, policies and procedures of UN Women and, where applicable, the rules, regulations, policies and procedures of the Implementing Partner.

The project account shall be drawn up to the same level of detail as is done in the [Programme/Project] budget (reference Annex 1) and the total budget shall be used for the agreed purposes only. Budget changes or reallocation in excess of 10% of the total budget between output budget lines can be made only after prior agreement with Denmark.

2. UN Women shall provide to Denmark the following reports in accordance with UN Women accounting and reporting procedures.

[2.1.³ For agreements of one year or less please add the following clauses]

- (a) From the country office (or relevant unit at headquarters in the case of regional and global projects) within six months after the date of completion or termination of this Agreement, a final report summarizing [Programme/Project] activities, results and impact of activities as well as provisional financial data;
- (b) On completion of the [Programme/Project], a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the [Programme/Project].

[2.2. For agreements of more than one year please add the following clauses]

- (a) From the country office (or relevant unit at headquarters in the case of regional and global projects) an annual status report of [Programme/Project] progress for the duration of this Agreement, as well as the latest available approved budget.
- (b) An annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year.
- (c) Interim narrative reports and interim uncertified financial reports prepared in accordance with UN Women accounting and reporting procedures (and in accordance with the template financial report in Annex 3, for uncertified financial reports only, to accompany the request for subsequent installments.⁴
- (d) From the country office (or relevant unit at headquarters in the case of regional and global projects) within six months after the date of completion or termination of this Agreement, a final report summarizing [Programme/Project] activities, results and impact of activities as well as provisional financial data.
- (e) On completion of the [Programme/Project], a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the [Programme/Project].

3. If special circumstances so warrant, UN Women may provide more

³ Please choose between clause 2.1 and 2.2 depending on the length of the agreement.

⁴ For programme/projects of one year or more

frequent reporting at the expense of Denmark. The nature and frequency of this reporting shall be detailed in an annex to this Agreement.

Article V. Administrative and support services

1. 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 [Programme/Project], all direct costs of implementation, including the costs of any Implementing Partner for the [Programme/Project], will be identified in the [Programme/Project] budget and borne by the Project accordingly.
2. If applicable, in accordance with Article IV, paragraph 2 and pursuant to paragraph 10(a) of United Nations General Assembly Resolution 72/279 of 31 May 2018, Denmark agrees that an amount corresponding to 1% of the Contribution to UN Women 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 Women 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. Denmark acknowledges that once the Coordination Levy has been transferred by UN Women to the United Nations Secretariat, UN Women 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 is managed by the United Nations Secretariat.
3. The Coordination Levy does not form part of UN Women’s cost recovery and is additional to the costs of UN Women to implement the activity or activities covered by the Contribution. Accordingly, there is no normal obligation for UN Women to refund the Coordination Levy, in part or in full, even where the activities covered by the Contribution are not carried out in full by UN Women. As deemed necessary by Denmark and especially where the scale of the resources concerned or reputational risk justify the refund transaction costs Denmark can submit a request for refund to the United Nations Secretariat directly or through UN Women. The responsibility to refund the Coordination Levy lies with the United Nations Secretariat, and not with UN Women.
4. Denmark bears no responsibility or liability vis-à-vis any third party/Sub Grantee/Implementing Partner for activities administered by UN Women and carried out pursuant to this Agreement.

5. The aggregate of the amounts budgeted for the [Programme/Project], together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the [Programme/Project] under this Agreement as well as funds which may be available to the [Programme/Project] for [Programme/Project] costs and for support costs under other sources of financing.

Article VI. Monitoring, Review and Evaluation

1. UN Women shall be responsible for the monitoring, regular review and evaluation of activities carried out under the Agreement. 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.
2. UN Women will keep Denmark informed on relevant preparation of monitoring, regular review and evaluation missions conducted by UN Women or other activities in relation to the implementation of the [Programme/Project]. UN Women will, where the Parties agree it is appropriate, facilitate the participation of officials or designated representatives of Denmark in any such mission in accordance with UN Women regulations, rules, policies and procedures. The cost of such participation will be borne by Denmark.
3. All UN Women Programmes and Projects are evaluated in accordance with UN Women Evaluation Policy. UN Women will, in accordance with its Evaluation Policy and to the extent possible, consult with the Government of [insert the programme country] and other stakeholders with respect to the evaluation, and which may touch on the purpose, use, timing, financing mechanisms and terms of reference for evaluating the [Programme/Project] including an evaluation of its Contribution to an outcome, which is listed in the Evaluation Plan. UN Women shall commission the evaluation, and the evaluation exercise shall be carried out by independent evaluators.
4. UN Women shall, without undue delay, forward to Denmark any review and/or evaluation report pertaining to the Project, or inform Denmark that such report is available on UN Women's website.
5. The foregoing provisions regarding reviews and/or evaluations of the Project do not preclude Denmark HQ from:
 - conducting reviews to assess the implementation, progress, achievements, results, risk management and potential challenges of the Project.
 - including the project in broader Danish/multi-donor evaluation and studies to assess longer term effect and efficiency of aid

modalities and instruments.

In furtherance of such reviews, and within the limits of its legal and regulatory framework, including its regulations, rules, policies and procedures, UN Women will assist in providing relevant information to Denmark and provide access for site visits by Denmark as necessary. Denmark shall bear the costs of such reviews or evaluations unless otherwise agreed.

6. The evaluations by Denmark referenced in the above paragraph are distinct and separate from evaluations of the Project by UN Women referred to in paragraph 3 of this Article. The former will normally be implemented as part of a thematic Danish review where the UN Women project may be selected as one of several other projects to be part of the evaluation. The latter are subject to the exclusive authority of the independent evaluation UN Women. Denmark shall inform UN Women about evaluations conducted by Denmark, and UN Women may be invited to join the evaluation.
7. Denmark may, at the country level, carry out monitoring visits that are considered necessary by Denmark to monitor the implementation of the [Programme/Project]. The monitoring visits will take place during business hours at a time and place agreed upon in advance between Denmark and UN Women. Denmark shall make its best efforts to minimize the cost of such visits by utilizing opportunities for joint visits with UN Women personnel and/or other donors wherever feasible. The cost of any monitoring visits pursuant to this paragraph shall be borne by Denmark. UN Women shall collaborate with Denmark in the course of such monitoring visits to the extent permitted by its regulations, rules, policies and procedures.
8. It is understood by both Parties that reviews and/or evaluations and monitoring visits conducted by Denmark shall be consistent with the UN Single Audit Principle and shall do not constitute a financial, compliance or an audit of the [Programme/Project] or the United Nations. Audits are subject to Article VIII of the Agreement.

Article VII. Equipment

Ownership of equipment, supplies and other properties financed from the Contribution shall vest in UN Women. Matters relating to the transfer of ownership by UN Women shall be determined in accordance with the relevant regulations, rules, policies and procedures of UN Women.

Article VIII. Accounting and Auditing

1. Accounts shall be kept in accordance with internationally accepted accounting principles.
2. The Contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of UN Women. Should the annual Audit Report of the UN Board of Auditors to its governing body (including the Management Letter) contain observations relevant to the Contribution, such information shall be made available to Denmark.

Article IX. Fraud and Corruption-related mismanagement

1. Both Parties have a zero tolerance approach to fraud and recognize that it is important to take all necessary precautions to avoid corrupt, fraudulent or collusive practices as set forth in the UN Women's regulations, rules, policies and procedures (available at: <https://www.unwomen.org/en/about-us/accountability#accountability-framework>).
2. For the purposes of this Agreement, and in accordance with UN Women's 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.

3. UN Women personnel and third parties engaged by UN Women, in accordance with UN Women's regulations, rules, policies and procedures, and contractual arrangements, are required to report any allegations of fraud and corruption to the Investigations Division of the Office of Internal Oversight Services of the United Nations (OIOS), the body mandated by UN Women to provide independent and objective investigation services. If at any stage, OIOS informs UN Women of an investigation into allegations of fraud and corruption that are identifiable as allegations relating to any activities funded in whole or in part with a Contribution made under this Agreement, or UN Women considers that the allegations would have a significant impact on the partnership between the Parties, UN Women will give notification on a confidential basis to Denmark to the extent that such notification is consistent with UN Women's regulations, rules, policies and procedures.
4. In the event that any part of the Contribution is determined by UN Women to have been lost due to fraud, corruption or any other financial irregularities, such loss will be dealt with in accordance with the applicable financial regulations, rules, policies and procedures of UN Women.
5. If UN Women has been able to recover mismanaged funds under this Agreement such amount will be returned to the activity for which the contribution was intended. Where the activity for which the contribution was intended has been concluded or terminated the Parties shall consult to decide whether the amount shall be re-programmed for activities under a subsequent phase of the operation or to any follow-up operation towards the same objective or returned to Denmark on a pro rata basis upon agreement. In respect of such amount that has not been recovered, UN Women shall do its utmost to maintain its effort to recover such funds and continue consultations with Denmark with a view to determining a mutually agreeable solution. The Parties acknowledge and agree that UN Women shall not be obliged to reimburse any amount beyond the recovered amounts.

Article X. Completion of the Agreement

1. UN Women shall notify Denmark when all activities relating to the [Programme/Project] have been completed in accordance with the [Programme/Project] document.

2. Notwithstanding the completion of the [Programme/Project], UN Women shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the [Programme/Project] have been satisfied and [Programme/Project] activities brought to an orderly conclusion.
3. As a rule, upon completion of activities and settlement of all commitments and liabilities incurred in the implementation of the Programme / Project, pursuant to the Article IX, paragraph 2 above, any balance of unspent funds must be returned to Denmark unless otherwise agreed in writing by the Parties.

Article XI. Extension of the Agreement

1. UN Women may request an extension of the Agreement if this is necessary to complete all necessary activities. The request must state the reasons for the delay in achieving the agreed results including supporting documentation such as revised work plans, result and risk matrixes and budgets and relevant documentation from the Implementing Partner that UN Women deems necessary. The request for extension must be submitted as soon as possible from the time that UN Women realises that the planned activities cannot be completed within the agreed period.
2. Denmark shall approve or decline the request in writing.

Article XII, Forwarding of funds and third party engagement

1. In case the Contribution or part of the Contribution is forwarded by UN Women to a third party, UN Women shall enter into an agreement with the third party in question using UN Women's standard templates. UN Women shall ensure, in accordance with UN Women 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. UN Women shall ensure that the third parties report on progress and finances of the [Programme/Project] in a manner consistent with UN Women's regulations, rules, policies and procedures.
2. UN Women acknowledges that when it engages a third party which shall receive funds from the Contribution, UN Women shall select and engage such third party in accordance with UN Women's legal and regulatory framework which includes, inter alia, that
 - (i) such third party meets appropriate requirements prior to

- (ii) selection and during its engagement by the UN Women, and such third party is required to comply with all laws, ordinances, rules applicable to it, and any UN Women regulations bearing upon the performance of its obligations under its arrangement with UN Women. The Parties acknowledge that tax evasion and money laundering would be inconsistent with such standards of legal or regulatory framework.

Article XIII. Special provisions

1. This Agreement together with Articles 11-18 from Multilateral Partnership Agreement between Denmark and UN Women, dated [insert date], set forth the terms for Denmark's Contribution.
2. Denmark reserves the right, after consultation with UN Women, 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.

It is understood that in such an event, Denmark may reduce, suspend or terminate its contribution to the Programme/Project activities after consultation with UN Women if necessary actions are not taken by UN Women to remedy the event. It is further understood that UN Women shall accordingly reduce, suspend or terminate the implementation of the [Programme/Project] should Denmark reduce, suspend or terminate its contribution.

3. Denmark does not accept any responsibility or liability for any claims, debts, demands, damage or loss as a result of the implementation of [Programmes/Projects] funded by the Contribution.

Article XIV. Restrictive Measures and Anti-Terrorism

1. UN Women 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.
2. UN Women shall cooperate with Denmark in assessing if the third

parties, whether entities, individuals or group of individuals, selected by the UN Women to be recipients of funds in connection with the implementation of the respective contribution Agreement, fall under the scope of EU restrictive measures⁵ the UN shall promptly inform Denmark. In the event that such recipients would fall under the scope of EU restrictive measures, the Parties will promptly consult one another 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 UN Women for undertaking any procurement or award procedure (the “Corresponding Amount”).

3. 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 Denmark’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 Denmark to UN Women, after consultation by the Parties.
4. This provision is without prejudice to the exceptions contained in the EU restrictive measures.

Article XIV. Termination of the Agreement

1. This Agreement may be terminated by UN Women or by Denmark after consultations between Denmark, UN Women, and provided that the funds from the Contribution already received are, together with other funds available to the [Programme/Project], sufficient to meet all commitments and liabilities incurred in the implementation of the [Programme/Project].

This Agreement shall terminate 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate this Agreement.

2. Notwithstanding termination of all or part of this Agreement, UN Women shall continue to hold unutilized Contribution funds until all commitments and liabilities incurred in the implementation of all or the part of the [Programme/Project] have been satisfied and [Programme/Project] activities brought to an orderly conclusion.

Article XV. Notice

⁵ The consolidated lists of EU restrictive measures are available at: www.sanctionsmap.eu

Any notice or correspondence between UN Women and Denmark will be addressed as follows:

(a) To Denmark: [Embassy of Denmark]

Address:

E-mail address:

(b) Upon receipt of funds, UN Women shall send an electronic receipt to Denmark via e-mail address provided below as confirmation that the remitted funds have been received by UN Women indicating the value in both DKK and USD [or ‘the currency in which it has been received’]

Donor e-mail address: _____

Attention: _____

(c) To UN Women: [Name, Position]

Address:

E-mail address:

Article XVI. Amendment of the Agreement

This Agreement may be amended through an exchange of letters between Denmark and UN Women. The letters exchanged to this effect shall become an integral part of this Agreement.

Article XVII. Entry Into Effect

This Agreement shall enter into effect upon the signature of this Agreement by the Parties hereto, on the date of the last signature.

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

For Denmark:

(Name)

(Title)

(Date)

For UN Women:

(Name)

(Title)

(Date)

Annex 1: Template Project Document

- Annex 2: Template Project Budget
- Annex 3: Template Financial Report
- Annex 4: Special Provisions
- Annex 5: Sexual Exploitation, Abuse and Sexual Harassment

Annex 4 Special Provisions

1 - 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 5.

2 - Child labour

UN Women shall make all reasonable efforts to ensure that the activities under this Agreement do not infringe upon the rights outlined in the UN Convention on the Rights of the Child and the Conventions of the International Labour Organization.

3 - Settlement of Disputes

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

4 - Transparency

4.1. The Parties shall have the right to publish this Agreement and any documents or other information or data relating to activities carried out under this Agreement on the internet (e.g. www.um.dk) and through other relevant media. The Parties will consult each other prior to the publication or the release of information regarded as sensitive or pertaining to processes and policies of UN Women or labelled by UN Women as confidential.

4.2. The Parties acknowledge that they are each subject to their respective legislation, policies and procedures regarding the disclosure of information, including access to documents and records.

5 - Privileges and immunities

Nothing in this Agreement, any Contribution Agreement or any document entered into in relation to this Agreement or Contribution Agreements will be a waiver or be construed as waiver, express or implied, of any privileges or immunities of the United Nations, including UN Women, pursuant to the 1946 Convention on Privileges and Immunities of the United Nations, customary international law, other relevant international or national arrangements and under domestic law.

6 - Prevention of Misconduct

6.1. Both Parties have a zero-tolerance approach towards fraud, corruption, violation of the fundamental principles of procurement rules, harassment, sexual harassment, sexual exploitation and abuse, corrupt, fraudulent or collusive practices, and other forms of misconduct (“Proscribed Practices”), as set forth in the UN Women’s regulations, rules, policies and procedures (available at: xxx), and recognize that it is important to take all necessary precautions to avoid the Proscribed Practices.

6.2. UN Women is committed to the highest ethical standards and will not tolerate the diversion of the resources entrusted to it through money laundering or terrorist financing and will not engage or partner with entities that tolerate the diversion of resources for the purposes of money laundering or terrorist financing. UN Women shall apply a risk-based due diligence approach in identifying and mitigating the risks of terrorist financing in accordance with UN Women’s regulations, rules, policies and procedures.

6.3. To this end, UN Women will maintain standards of conduct governing the performance of its staff, including the prohibition of the Proscribed Practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in UN Women's regulations, rules, procedures and policies.

6.4. In the event that UN Women receives reports of allegations of the Proscribed Practices, where warranted, and to the extent consistent with its authority and accountability framework, UN Women will take timely and appropriate action to stop such practice and investigate the allegation. UN Women will consider appropriate action in accordance with its regulations, rules, policies and procedures, and among others the possibility of disciplinary measures.

6.5. Further in the event that UN Women receives reports of allegations of the Proscribed Practices, where warranted, and to the extent consistent with its authority and accountability framework, UN Women will promptly inform Denmark of any credible allegations of the Proscribed Practices with regard to any activities of UN Women that carry a significant impact to its partnership with Denmark as determined by UN Women.

6.6. Following consultation with UN Women, Denmark may suspend further disbursement of the Contribution to UN Women if the relevant oversight and accountability mechanisms have not been fully applied.

6.7. It is understood and accepted that UN Women's arrangement to inform Denmark is subject to any need, as determined by UN Women, that such notification does not jeopardize the proper conduct of any investigation so as not to compromise safety and security, the due process rights of any concerned persons and the possibility of success in the investigation or recovery efforts.

6.8. In the event that any part of the non-core contributions under this Agreement is determined by UN Women to have been lost due to fraud, corruption or any other financial irregularities, such loss will be dealt with in accordance with the applicable financial regulations, rules, policies and procedures of UN Women.

6.9. If UN Women has been able to recover mismanaged funds regarding a non-core contribution, such amount will be returned to the activity for which the contribution was intended. Where the programme, project or activity for which the contribution was intended has been concluded or terminated, the Parties shall consult to decide whether the amount shall be re-programmed for activities under this Agreement or returned to Denmark on a pro rata basis as applicable. In respect of such amount that has not been recovered, UN Women shall do its utmost to maintain its effort to recover such funds and continue consultations with Denmark with a view to determining a mutually agreeable solution. The Parties acknowledge and agree that UN Women shall not be obliged to reimburse any amount beyond the recovered amounts.

Annex 5

Sexual Exploitation and Abuse and Sexual Harassment

1. Sexual Exploitation and Abuse and Sexual Harassment

a. Sexual exploitation and abuse

Denmark and UN Women have a zero tolerance for inaction approach to tackling sexual exploitation and abuse (“SEA”).⁶ This means UN Women 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 UN Women, UN Women will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse (Annex A) 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 approach⁷ 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

Denmark and UN Women have a zero tolerance for inaction approach to tackling sexual harassment (“SH”).⁸ This means UN Women will take all

⁶ See UN Secretary-General’s Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse.

⁷ 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.

⁸ 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.

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 UN Women, UN Women will apply the following principles and practices when implementing the activities under this arrangement:

- 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. UN Women will adhere to the following requirements:

a. Allegations of SEA

- (i) UN Women will promptly report all allegations of SEA credible enough to warrant an investigation through the Secretary-General's reporting mechanism (the "Report").
- (ii) When UN Women 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 UN Women and Denmark, UN Women will promptly notify the UN Women desk officer at the Danish UN Mission of the report made and the relevant arrangement number, if applicable and provide information containing the level of detail that UN Women is aware of.
- (iii) Upon request from the Ministry, UN Women agrees to provide further available relevant information UN Women is aware of for allegations notified under paragraph 2a (ii) including about subsequent measures taken by UN Women, unless disclosure of such information would be inconsistent with the UN Women's regulations, rules, policies and procedures concerning disclosure of information.

b. Allegations of SH

- (i) UN Women will report allegations of SH and measures taken through existing reporting mechanisms.
- (ii) Where UN Women has determined that the allegations would have a significant impact on the partnership between UN Women and Denmark, UN Women will promptly notify the UN Women desk officer at the Danish UN Mission and provide information containing the level of detail of the existing reporting mechanisms.
- (iii) Upon request from Denmark, UN Women agrees to provide further available relevant information, that UN Women is aware of unless disclosure of such information would be inconsistent with UN Women's regulations, rules, policies and procedures concerning disclosure of information.

3. It is understood and accepted that UN Women's arrangement to report on SEA and SH will be performed in accordance with the UN Women'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 UN Women becomes aware of reasonable suspicions, complaints or reports of SEA or SH by its personnel, UN Women 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. Denmark 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 UN Women's zero tolerance for SEA and SH, provided that such measures are consistent with the single audit principle governing UN Women, if applicable. UN Women will fully cooperate within the scope of the terms of reference with any such reasonable requests by Denmark 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. Denmark will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to Denmark 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 Women. Denmark will obtain the express written authorization of the UN Women 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 UN Women are amended at an earlier stage, and/or there are other substantive changes to any of the referenced regulations, rules, policies and procedures, the above provisions are subject to possible review two years after the date of Denmark's 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 Denmark's mutual decision on the present text with UN Women, until which time the above provisions will continue to apply.

Annex A: 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.