

ANNEX D.

SUPPLEMENTARY AGREEMENT BETWEEN THE KOREAN INTERNATIONAL COOPERATION AGENCY AND THE UNITED NATIONS POPULATION FUND “ACCELERATING THE REDUCTION OF ADOLESCENT PREGNANCY IN SOUTHERN LEYTE AND SAMAR IN THE PHILIPPINES”

This Supplementary Agreement is entered into by the Korea International Cooperation Agency (hereinafter referred to as “KOICA” (KOICA Headquarters/KOICA Philippines Office) and United Nations Population Fund (hereinafter referred to as “UNFPA”) and each KOICA and UNFPA individually and collectively (hereinafter individually referred to as “Side” and collectively referred to as “Sides”);

HAVE REACHED the following understanding:

PARAGRAPH 1. SUPPLEMENTARY AGREEMENT

1. This Supplementary Agreement is supplemental to and shall be read and construed as an integral part of the “Standard Administrative Arrangement for UN Joint Programme: Accelerating the Reduction of Adolescent Pregnancy in Southern Leyte and Samar in The Philippines Using Pass-Through Fund Management” (hereinafter referred to as the “Arrangement”).
2. This Supplementary Agreement shall supplement the provisions of the Arrangement and determine the conditions for implementing the project “Accelerating the Reduction of Adolescent Pregnancy in Southern Leyte and Samar in the Philippines” (hereinafter referred to as the “Project”) and the respective rights and obligations of the Sides.

PARAGRAPH 2. IMPLEMENTATION

1. The Sides will implement this Arrangement through a variety of mechanisms including:
 - (a) Interaction at the headquarters level;

- (b) Engagement at the country level;
- (c) Financial support for the Project;
- (d) Exchange of information and consultation;
- (e) Both Sides' joint or either Side's assessment, monitoring and evaluation;
- (f) Participation in the meetings and other events hosted by the other Side; and
- (g) Any other forms of cooperation jointly decided upon by the Sides

2. The Sides will join efforts and maintain a close working relationship in order to achieve the objectives of the Project and all implementation-related matters other than those stated herein will be dealt with based on the Project Document attached herewith unless otherwise specified.
 - (a) The Steering Committee will provide strategic guidance to the monitoring and implementation of the project. The members of the Steering Committee are of the Department of Health (DOH), KOICA, UNRCO, UNFPA, UNICEF, and WHO. Decisions on the project will be made through discussion and approval among the members.
3. Budget changes at the activity level within total project budget are permissible provided they are made within the same budget objective and the sum of the changes do not exceed 10% of the total amount of financial support, 635,000 United States Dollars (six hundred thirty-five thousand United States Dollars). Such changes will have to be explained in the relevant annual report and reflected in the relevant financial report.
 - (a) In addition, in the event of a cost overrun (as result of currency exchange fluctuations and/or market pricing affecting goods, services and works), UNFPA will inform KOICA of this circumstance, and vice versa. KOICA will have no obligation to provide additional funding and, in the event, that no additional funding is available, The Steering Committee may reduce, and/or suspend the activities under the Project.
4. With reference to the Project period extension, an official extension request will be submitted to KOICA country office by UNFPA no later than 3 (three) months before the Project ends, including the statement of reasons, narrative progress report to date, and work plan with budget plan for the remaining Project period. The formal consent on relevant changes will be delivered to the UNFPA Philippines office by the KOICA Philippines office.
5. UNFPA will host major events related to the Project implementation such as the Project's Steering Committee, ceremonies and stakeholder meetings, with the participation of KOICA as the main contributor to and stakeholder of the Project.
6. The meetings between the relevant UNFPA office and KOICA Philippines office will be reported to UNFPA and KOICA headquarters by the relevant UNFPA office and KOICA Philippines office respectively.

7. Any major decision related to the implementation that modifies the activities, outputs, or outcomes in the Project Document will be formally decided by the Steering Committee, of which KOICA will be a part of.
8. A formal written request on any changes on the implementation, as consulted and agreed with the Steering Committee, will be facilitated between UNFPA and KOICA.
9. When mutually agreed, KOICA can dispatch a KOICA Multilateral Cooperation Officer (KMCO) for the Project. KMCO will participate in the Project, subject to and in accordance with a subsequent agreement to be signed by Sides in this regard.
10. Subject to UNFPA rules and regulations, UNFPA will consider to hire a Korean national(s) who will meet the requirements needed in the implementation of the project

PARAGRAPH 3.
REPORTING AND MONITORING

1. UNFPA will provide KOICA Philippines office with the following reports during implementation of the Project, and as agreed in the Project Document. UNFPA shall use the KOICA format (Annex of Project Document) for each type of reports and the narrative progress report, apart from certified financial statements, for which UNFPA standard templates will be used.
 - (a) A Monthly or Quarterly Update with a brief summary of the Project progress will be submitted in writing or reported through a meeting, including conference calls, to the KOICA Philippines office, if requested. The modality of the update should be consulted with the KOICA Philippines office.
 - (b) Biannual Report with relevant indicators and narrative summarizing the progress of the Project with execution per activities during the reporting period will be submitted to the KOICA Philippines office by the due date below.
 - (c) Annual Report comprising a narrative progress report for the previous 12(twelve) months with execution per activities, together with the work plan for the following 12 months will be submitted to the KOICA Philippines office by the due date below.
 - (d) Synthesis Report including a summary of outputs and activities undertaken, achievements compared to the goals and objectives, narrative progress reports for the whole Project period and an evaluation of the Project will be submitted to the KOICA Philippines office by the due date below.
 - (e) Annual financial statements, as of 31 December, certified by an authorized official from the UNFPA Division for Management Services will be submitted no later than five months (31 May) after the end of the calendar year;

(f) Final consolidated financial statement, based on certified final financial statements and final financial reports received from Participating UN Organizations after the completion of the activities in the approved project document, including the final year of the activities in the approved project document will be submitted no later than five months (31 May) after the end of the calendar year in which the financial closing of the project occurs.

	Type	Reporting Period	Due date
1	Baseline Survey	-	Within 30 days from the completion of baseline survey
2	Annual Report	Date of signature - Dec. 31 st , 2022	Jan. 31 st , 2023
3	Biannual Report	Jan. 1 st , 2023 - Jun. 30 th , 2023	Jul. 31 st , 2023
4	Annual Report	Jan. 1 st , 2023 - Dec. 31 st , 2023	Jan. 31 st , 2024
5	Biannual Report	Jan. 1 st , 2024 - Jun. 30 th , 2024	Jul. 31 st , 2024
6	Annual Report	Jan. 1 st , 2024 - Dec. 31 st , 2024	Jan. 31 st , 2025
7	Biannual Report	Jan. 1 st , 2025 - Jun. 30 th , 2025	Jul. 31 st , 2025
8	Annual Report	Jan. 1 st , 2025 - Dec. 31 st , 2025	Jan. 31 st , 2026
9	Biannual Report	Jan. 1 st , 2026 - Jun. 30 th , 2026	Jul. 31 st , 2026
10	Synthesis Report	Date of signature - End of the Project	Within 90 days from the end of the Project

2. Reporting will begin from the signature of this Arrangement between both Sides, and last until the end of the Project. If the extension of the Project is approved by KOICA, the rescheduled reporting period and due date will be agreed upon between KOICA and UNFPA in consultation with the Steering Committee.
3. KOICA will review the reports based on KOICA's reports review criteria including budget execution rate, and progress against the original plan, the concreteness of the following year's work plan, monitoring and evaluation performance, and partnership and cooperation between Sides, etc. KOICA may request UNFPA to complement the reports in terms of contents or provide UNFPA with its suggestions for improvement of the Project when necessary. KOICA can officially address issues to UNFPA of concerns regarding the management of the project including the annual budget execution rate and nonfulfillment of the requirements in the project document (Annex I). Measures taken by KOICA can include delaying the release of the following instalment in case that the annual budget execution rate is below 50%.
 - (a) Taking in consideration that year 1 (2022) instalment will be released in Q4 of 2022 and is expected not to reach 50% of the budget execution rate, UNFPA will prepare an annual and/or biannual narrative progress report to inform the donor of the project implementation status. KOICA will use these reports as part of its review in determining the schedule of the release of the year 2 (2023) instalment.

(b) The release of funds for years 3 (2024), 4 (2025) and 5 (2026) will be followed as planned.

4. KOICA may request a performance sharing meeting to be held within one month after the submission of the Annual and Biannual Report.
5. KOICA will conduct its own or joint field visits for the purpose of monitoring of the Project, in consultation and cooperation with UNFPA.

PARAGRAPH 4.
VISIBILITY

1. UNFPA will endeavour to maximize opportunities that facilitate recognition of KOICA's Contribution on the Project (e.g. through appropriate references in theme-related documentation, public information, and due notice to third parties.)
2. Subject to security considerations, all commodities and facilities supported by KOICA under this Arrangement will be clearly badged/mark with the KOICA logos which are to be provided by KOICA corporate identity guidelines.

PARAGRAPH 5.
RIGHT OF OWNERSHIP

1. UNFPA will ensure that all goods and services procured by UNFPA under this Arrangement do not violate or infringe any industrial or intellectual property rights or claim of any third party.
2. Pre-existing intellectual property and other property rights in regard to any documents, materials and other works used in or resulting from the activities under this Arrangement will remain with their originating Party. Ownership of intellectual property rights associated with any documents, materials and other works which result from the KOICA funding under this Arrangement, including contribution-specific publications, will be vested in UNFPA. UNFPA will have the right to use, reproduce, adapt, publish and distribute any item or part thereof in accordance with UNFPA's regulations, rules, policies and procedures. Public reports produced as a result of activities financed from contributions under this Arrangement will, as far as possible and appropriate, be placed in the public domain for non-commercial use. Subject to KOICA's prior written consent, the ownership of any and all intellectual property rights vested in UNFPA which result from the KOICA funding is not transferable or assignable to a third party.
3. KOICA will have the right to a perpetual, worldwide, irrevocable, non-commercial, non-exclusive, royalty-free license to use, reproduce, adapt, translate, distribute, modify, publicly transmit and otherwise exploit, and to create derivative works based upon the documents, materials and other works owned by UNFPA and produced pursuant to this

Arrangement (the “**Licensed Materials**”). The Licensed Materials will include, without limitation, reports (specifically, biannual reports, annual reports and synthesis reports) and any information contained therein, information about beneficiaries, and logical framework of the projects, except for personally identifiable information. KOICA has the right to use the Licensed Materials in a way that maximizes their public accessibility and allows the broadest possible use.

PARAGRAPH 6. GENERAL PROVISIONS

1. Nothing in this Arrangement will be deemed or construed to create, or have been intended to create, an unincorporated business, a business partnership at law, joint venture, or any employment or agency relations between KOICA and UNFPA.
2. This Arrangement is not intended to create any legally binding rights or obligations, and will be carried out within the framework of the respective applicable laws and regulations of the Sides and subject to the availability of appropriated funds and personnel of the Sides.

Undersigned, duly appointed by KOICA and UNFPA, respectively, have signed this Agreement on November 21, 2022, in two original copies, in the English language.

For and on behalf of Korea International Cooperation Agency  Mr. Eunsub Kim Country Director KOICA Philippines Office	For and on behalf of United Nations Population Fund S Bullock P.p.  Klaus Simoni Pedersen Chief, Resource Mobilization Branch UNFPA
--	---

18-Nov-2022