STANDARD ADMINISTRATIVE ARRANGEMENT FOR BETTER SEXUAL AND REPRODUCTIVE HEALTH AND RIGHTS FOR ALL IN INDONESIA II (BERANI II)

USING PASS-THROUGH FUND MANAGEMENT

Standard Administrative Arrangement between The Department of Foreign Affairs, Trade and Development (DFATD) and The United Nations Population Fund (UNFPA)

WHEREAS, Participating United Nations Organizations that have signed a Memorandum of Understanding (hereinafter referred to collectively as the "Participating UN Organizations") have developed the 'Better Sexual and Reproductive Health and Rights for All in Indonesia (hereinafter referred to as the "Programme") starting on August 14, 2023 and ending on December 31, 2027¹ (hereinafter "End Date"), as may be amended from time to time, as part of their respective development cooperation with the Government of Indonesia (hereinafter referred to as the "Host Government"), as more fully described in the Joint Programme Document (hereinafter referred to as the "Joint Programme Document"), a copy of which is attached hereto as ANNEX A; and have agreed to establish a coordination mechanism (hereinafter referred to as the "Steering Committee") to facilitate the effective and efficient collaboration between the Participating UN Organizations and the Host Government for the implementation of the Programme;

WHEREAS, the Participating UN Organizations have agreed that they should adopt a coordinated approach to collaboration with donors who wish to support the implementation of the Programme and have developed a Joint Programme Document to use as the basis for mobilising resources for the Programme, and have further agreed that they should offer donors the opportunity to contribute to the Programme and receive reports on the Programme through a single channel;

WHEREAS, the Participating UN Organizations have appointed The United Nations Population Fund (hereinafter referred to as the "Administrative Agent") (which is also a Participating UN Organization in connection with the Programme) in a Memorandum of Understanding (hereinafter referred to as the "MoU") concluded between, the Administrative Agent and Participating UN Organizations on 1 August 2023, attached hereto for informational purposes as Annex C to serve as their administrative interface between donors and the Participating UN Organizations for these purposes. To that end the Administrative Agent has established a separate ledger account under its financial regulations and rules for the receipt and administration of the funds received from donors who wish to provide financial support to the Programme through the Administrative Agent (hereinafter referred to as the "Programme Account");

WHEREAS, the Participating UN Organizations have appointed the UNFPA, which is also a Participating UN Organization in connection with this Joint Programme, in the MoU concluded between the Convening Agent, Administrative Agent and the Participating UN Organizations on 1 August 2023 to coordinate the programmatic aspects among the Participating UN Organizations;

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¹ This is the date that the Programme is expected to come to operational closure as stipulated in the Joint Programme Document and all programmatic activities are expected to be completed.

WHEREAS, DFATD (hereinafter referred to as the "<u>Donor</u>") wishes to provide financial support to the Programme on the basis of the Joint Programme Document as part of its development cooperation with the Host Government and wishes to do so through the Administrative Agent as proposed by the Participating UN Organizations; and

WHEREAS, this Standard Administrative Arrangement between the Donor and the Administrative Agent stipulates the terms and conditions of the financial support to the Programme, and is not considered an international treaty and is not enforceable under international law;

NOW, THEREFORE, the Donor and the Administrative Agent (hereinafter referred to collectively as the "<u>Participants</u>") hereby decide as follows:

Section I Disbursement of Funds to the Administrative Agent and the Programme Account

- 1. Subject to annual parliamentary appropriation, the Donor makes a contribution of up to ten million Canadian dollars (CDN \$10,000,000) and such further amounts (hereinafter referred to as the "Contribution") to support the Programme. The Contribution will enable the Participating UN Organizations to support the Programme in accordance with the Joint Programme Document, as may be amended from time to time. The Donor authorizes the Administrative Agent to use the Contribution for the purposes of the Programme and in accordance with this Standard Administrative Arrangement (hereinafter referred to as "Arrangement"). The Donor acknowledges that the Contribution will be comingled with other contributions to the Programme Account and that it will not be separately identified or administered.
- 2. The Donor will deposit the Contribution by wire transfer, in accordance with the schedule of payments set out in ANNEX B to this Arrangement, in convertible currencies of unrestricted use, to the following account:

Account Number : 711442252204

Bank Name : Bank of America Canada

Bank/Branch Code: 241

Account Name : UNFPA Contributions CAD

SWIFT Address : BOFACATT

Transit Number : 56792

Address : 200 Front St. West, 26th Floor, Toronto, Ontario

M5V3L2, Canada

3. When making a transfer to the Administrative Agent, the Donor will notify the Administrative Agent's Treasury Operations of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from **DFATD** in respect of the Programme in **INDONESIA** pursuant to this Arrangement. The Administrative Agent will

promptly acknowledge receipt of funds in writing indicating the amount received in United States dollars and the date of receipt of the Contribution.

- 4. All financial accounts and statements related to the Contribution will be expressed in United States dollars.
- 5. The United States dollar value of a Contribution payment, if made in a currency other than United States dollars, will be determined by applying the United Nations operational rate of exchange in effect on the date of receipt of the Contribution. The Administrative Agent will not absorb gains or losses on currency exchanges. Such amounts will increase or decrease the funds available for disbursements to Participating UN Organizations.
- 6. The Programme Account will be administered by the Administrative Agent in accordance with the regulations, rules, policies and procedures applicable to it, including those relating to interest.
- 7. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the Contribution by the Donor, to cover the Administrative Agent's costs of performing the Administrative Agent's functions.
- 8. The Steering Committee may request any of the Participating UN Organizations, to perform additional tasks in support of the Programme not related to the Administrative Agent functions detailed in Section I, paragraph 2 of the MoU and subject to the availability of funds. In this case, costs for such tasks will be decided in advance and with the approval of the Steering Committee be charged to the Programme as direct costs.
- 9. The Administrative Agent will be entitled to charge to the Programme Account a direct cost charge in an amount(s) consistent with then-current UNDG guidance to cover the cost of continuing to render Administrative Agent functions if and when the Steering Committee agrees to extend the Programme beyond the End Date with no further contribution(s) to the Programme.

Section II Disbursement of Funds to the Participating UN Organizations and a Separate Ledger Account

- 1. The Administrative Agent will make disbursements from the Programme Account in accordance with decisions from the Steering Committee, in line with the Joint Programme Document. The disbursements to the Participating UN Organizations will consist of direct and indirect costs as set out in the Programme budget.
- 2. Each Participating UN Organization will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds disbursed to it from the Programme Account. Each Participating UN Organization assumes full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent. That separate ledger account will be administered by each

Participating UN Organization in accordance with its own regulations, rules, policies and procedures, including those relating to interest.

- 3. Where the balance in the Programme Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent will consult with the Steering Committee and make a disbursement, if any, in accordance with the Steering Committee's decisions.
- 4. The Donor reserves the right to discontinue future deposits of its Contribution further to Annex B if there is: (i) failure to fulfil any obligations under this Arrangement, including those related to Section IX; (ii) if there are substantial revisions of the Joint Programme Document; or (iii) if there are credible allegations of improper use of the funds in accordance with Section VIII of this Arrangement; provided however that before doing so, the Administrative Agent, the Convening Agent, the Steering Committee and the Donor will consult with a view to promptly resolving the matter.

Section III Activities of the Participating UN Organization

Implementation of the Programme

- 1. The implementation of the programmatic activities which the Donor assists in financing under this Arrangement will be the responsibility of the Participating UN Organizations and will be carried out by each Participating UN Organization in accordance with its own applicable regulations, rules, policies and procedures including those relating to procurement as well as the selection and assessment of implementing partners. Accordingly, personnel will be engaged and administered, equipment, supplies and services purchased, and contracts entered into in accordance with the provisions of such regulations, rules, policies and procedures. The Donor will not be responsible or liable for the activities of the Participating UN Organizations or the Administrative Agent as a result of this Arrangement.
- 2. The Participating UN Organizations will carry out the activities for which they are responsible in line with the budget contained in the Joint Programme Document. Any modifications to the scope of the Joint Programme Document, including as to its nature, content, sequencing or the duration thereof by the concerned Participating UN Organization(s), will be subject to the approval of the Steering Committee. The Participating UN Organization will promptly notify the Administrative Agent through the Steering Committee of any change in the budget as set out in the Joint Programme Document.
- 3. Indirect costs of the Participating UN Organizations recovered through programme support costs will be seven percent (7%). All other costs incurred by each Participating UN Organization in carrying out the activities for which it is responsible under the Programme will be recovered as direct costs.

- 4. The Participating UN Organizations will commence and continue to conduct operations for the Programme activities only upon receipt of disbursements as instructed by the Steering Committee.
- 5. The Participating UN Organizations will not make any commitments above the budgeted amounts in the Joint Programme Document.
- 6. If unforeseen expenditures arise, the Steering Committee will submit, through the Administrative Agent, a supplementary budget to the Donor showing the further financing that will be necessary. If no such further financing is available, the activities to be carried out under the Joint Programme Document may be reduced or, if necessary, terminated by the Participating UN Organizations.
- 7. As an exceptional measure, particularly during the start-up phase of the Programme, subject to conformity with their financial regulations, rules and policies, Participating UN Organizations may elect to start implementation of Programme activities in advance of receipt of initial or subsequent transfers from the Programme Account by using their own resources. Such advance activities will be undertaken in agreement with the Steering Committee on the basis of funds it has allocated or approved for implementation by the particular Participating UN Organization following receipt by the Administrative Agent of signed Administrative Arrangements from donors contributing to the Programme. Participating UN Organizations will be solely responsible for decisions to initiate such advance activities or other activities outside the parameters set forth above.
- 8. Each Participating UN Organization will establish appropriate programmatic safeguard measures in the design and implementation of its Programme activities, thereby promoting the shared values, norms and standards of the United Nations system. These measures may include, as applicable, the respect of international conventions on the environment, on children's rights, and internationally agreed core labour standards.

Special Provisions regarding Financing of Terrorism

9. Consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, the Participants are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, the Participants and the Participating UN Organizations recognize their obligation to comply with any applicable sanctions imposed by the UN Security Council. Each of the Participating UN Organizations will use all reasonable efforts to ensure that the funds transferred to it in accordance with the MoU are not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime. If, during the term of this Arrangement, a Participating UN Organization determines there are credible allegations that funds transferred to it in accordance with this Arrangement have been used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime, it will as soon as it becomes aware of it inform the Steering Committee, the Administrative Agent and the Donor and, in consultation with the donors as appropriate, determine an appropriate response.

Section IV Equipment and Supplies

Ownership of equipment and supplies procured, and intellectual property rights associated with works produced, using funds transferred to the Participating UN Organization under the MoU, will be determined in accordance with the regulations, rules, policies and procedures applicable to such Participating UN Organization, including any agreement with the relevant Host Government, if applicable.

Section V Reporting

- 1. The Administrative Agent will provide the Donor and the Steering Committee with the following statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organization and the Convening Agent prepared in accordance with the accounting and reporting procedures applicable to it, as set forth in the Joint Programme Document:
 - (a) Annual consolidated narrative progress and interim financial reports, to be provided no later than ninety-days (31 March) after the end of the calendar year;
 - (b) Annual consolidated financial reports, as of 31 December with respect to the funds disbursed from the Programme Account, to be provided no later than five months (31 May) after the end of the calendar year;
 - (c) Final consolidated narrative report, after the completion of the activities in the Joint Programme Document, including the final year of the activities in the Joint Programme Document, to be provided no later than six months (30 June) after the end of the calendar year in which the operational closure of the Programme occurs;
 - (d) Final consolidated financial report, based on certified final financial statements and final financial reports received from Participating UN Organizations after the completion of the activities in the Joint Programme Document, including the final year of the activities in the Joint Programme Document, to be provided no later than five months (31 May) after the end of the calendar year in which the financial closing of the Programme occurs.
- 2. Annual and final reporting will be results-oriented and evidence based. Annual and final narrative reports will compare actual results with expected results at the output and outcome level, and explain the reasons for over or underachievement. The final narrative report will also contain an analysis of how the outputs and outcomes have contributed to the overall impact of the Programme. The financial reports will provide information on the use of financial resources against the outputs and outcomes in the agreed upon results framework.

- 3. The Administrative Agent will provide the Donor, Steering Committee and Participating UN Organizations with the following reports on its activities as Administrative Agent:
 - (a) Certified annual financial statement ("Source and Use of Funds" as defined by UNDG guidelines) to be provided no later than five months (31 May) after the end of the calendar year; and
 - (b) Certified final financial statement ("Source and Use of Funds") to be provided no later than five months (31 May) after the end of the calendar year in which the financial closing of the Programme occurs.
- 4. Consolidated reports and related documents will be posted on the websites of the UN in Indonesia http://www.un.or.id and the Administrative Agent https://aa.unfpa.org/.

<u>Section VI</u> Monitoring and Evaluation

Monitoring

1. Monitoring of the Programme will be undertaken in accordance with the Joint Programme Document. The Donor, the Administrative Agent and the Participating UN Organizations will hold consultations at least annually, as appropriate, to review the status of the Programme. In addition, the Donor, the Administrative Agent and the Participating UN Organizations will discuss any substantive revisions to the Programme, and promptly inform each other about any significant circumstances and major risks, including those related to Section IX, which interfere or threaten to interfere with the successful achievement of the outcomes outlined in the Joint Programme Document, financed in full or in part through the Contribution.

Evaluation

- 2. Evaluation of the Programme including, as necessary and appropriate, joint evaluation by the Participating UN Organizations, the Administrative Agent, the Donor, the Host Government and other partners will be undertaken in accordance with the Joint Programme Document.
- 3. The Steering Committee and/or Participating UN Organizations will recommend a joint evaluation if there is a need for a broad assessment of results at the level of the Programme or at the level of an outcome within the Programme. The joint evaluation report will be posted on the website of the UN in Indonesia http://www.un.or.id and the Administrative Agent https://aa.unfpa.org/.
- 4. In addition, the Donor may, separately or jointly with other partners, take the initiative to evaluate or review its cooperation with the Administrative Agent and the Participating UN Organizations under this Arrangement, with a view to determining whether results are being or have been achieved and whether contributions have been used

for their intended purposes. The Administrative Agent and the Participating UN Organizations will be informed about such initiatives, will be consulted on the scope and conduct of such evaluations or reviews and will be invited to join. Participating UN Organizations will upon request assist in providing relevant information within the limits of their regulations, rules, policies and procedures. All costs will be borne by the respective Donor, unless otherwise agreed. It is understood by the Participants that such evaluation or review will not constitute a financial, compliance or other audit of the Programme including any programmes, projects or activities funded under this Arrangement.

Section VII Audit

External and Internal Audit

1. The activities of the Administrative Agent and each Participating UN Organization in relation to the Programme will be exclusively audited by their respective internal and external auditors in accordance with their own financial regulations and rules. The corresponding external and internal audit reports will be disclosed publicly unless the relevant policies and procedures of the Administrative Agent or each Participating UN Organization provide otherwise.

Joint Internal Audits

2. The Internal Audit Services of the UN organizations involved in the Programme may consider conducting joint internal audits thereof in accordance with the Framework for Joint Internal Audits of UN Joint Activities, including its risk-based approach and provisions for disclosure of internal audit reports related to the Programme. In doing so, the Internal Audit Services of the Administrative Agent and the Participating UN Organizations will consult with the Steering Committee.

Cost of Internal Audits

3. The total costs of internal audit activities in relation to the Programme will be borne by the Programme.

Audits of Implementing Partners

4. The part of the Contribution transferred by a Participating UN Organization to its implementing partners for activities towards the implementation of the Programme will be audited as provided under that Participating UN Organization's financial regulations and rules, as well as its policies and procedures. The disclosure of the corresponding audit reports will be made according to the policies and procedures of that Participating UN Organization.

Section VIII Fraud, Corruption and Unethical Behaviour

1. The Participants are firmly committed to take all necessary precautions to avoid and address corrupt, fraudulent, collusive, coercive, unethical, or obstructive practices. The

Administrative Agent and the Participating UN Organizations recognize that it is important that all United Nations staff, individual contractors, implementing partners, vendors and any third parties which are involved either in joint activities or in those of the Administrative Agent or Participating UN Organization (such individuals and entities being hereinafter referred to, together as the "Individuals/Entities", and individually as the "Individual/Entity") must adhere to the highest standard of integrity as defined by each relevant UN organization. To this end, the Administrative Agent and each Participating UN Organization will maintain standards of conduct that govern the performance of the Individuals/Entities, to prohibit practices which are contrary to this highest standard in any activity related to the Programme. If an Individual/Entity is a UN organization, the Participating UN Organization engaging that Individual/Entity will rely upon that Individual's/Entity's standard of integrity. The Individuals/Entities must not engage in corrupt, fraudulent, collusive, coercive, unethical, or obstructive practices, as defined below.

2. In this Arrangement,

- (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another individual or entity;
- (b) "<u>Fraudulent practice</u>" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, an individual or an entity to obtain a financial or other benefit, or to avoid an obligation;
- (c) "<u>Collusive practice</u>" means an arrangement between two or more individuals and/or entities designed to achieve an improper purpose, including influencing improperly the actions of another individual or entity;
- (d) "<u>Coercive practice</u>" means impairing or harming, or threatening to impair or harm, directly or indirectly, any individual or entity or the property of the individual or entity to influence improperly the actions of an individual or entity;
- (e) "<u>Unethical practice</u>" means the conduct of behavior that is contrary to staff or supplier codes of conduct such as those relating to conflict of interest, gifts and hospitality, and post-employment provisions; and
- (f) "Obstructive practice" means acts or omissions intended to materially impede the exercise of contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to an investigation into allegations of fraud and corruption.

Investigations

3. (a) Investigations of allegations of wrongdoing by Individuals/Entities involved in the Programme which are contracted by the Administrative Agent or a Participating UN Organization will be carried out by the Investigation Service of the UN organization with which the potential subject of investigation is contracted (Administrative Agent or Participating UN Organization), in accordance with that UN organization's internal policies and procedures.

(b)

- (i) In the event that the Investigation Service of the Administrative Agent determines that an allegation in relation to the implementation of the activities for which the Administrative Agent is accountable is credible enough to warrant an investigation, the Administrative Agent will promptly notify the Steering Committee to the extent that such notification does not jeopardize the conduct of the investigation, including but not limited to the prospects of recovery of funds or the safety or security of persons or assets.
- (ii) In the event that the Investigation Service of a Participating UN Organization determines that an allegation in relation to the implementation of the activities for which that Participating UN Organization is accountable is credible enough to warrant an investigation, it will promptly notify the Steering Committee and the Administrative Agent of the Programme, to the extent that such notification does not jeopardize the conduct of the investigation, including but not limited to the prospects of recovery of funds or the safety or security of persons or assets.
- (iii) In the case of such notification, it is the responsibility of the Steering Committee and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the Donor.
- (iv) In case of a credible allegation, the relevant UN organization(s) will take timely and appropriate action in accordance with its regulations, rules, policies and procedures, which may include withholding further disbursements to the Individual(s)/Entity(ies) allegedly involved in the corrupt, fraudulent, collusive, coercive, unethical or obstructive practices as defined above.

(c)

- (i) The UN organization's Investigation Service reviewing the credibility of an allegation or conducting the investigation will share information as appropriate with counterpart Investigation Services of the other UN organizations involved in the Programme (Administrative Agent or Participating UN Organization) to determine the best path towards resolution of the investigation and whether the alleged wrongdoing is limited to such UN organization or whether one or more other UN organizations involved in the Programme (Administrative Agent or one or more Participating UN Organizations) may also be affected. If the relevant Investigation Services determine that more than one UN organization could be affected by the alleged wrongdoing, they will follow the procedure described below in clause (ii).
- (ii) Where a potential subject of an investigation is contracted by more than one UN organization involved in the Programme, the Investigation Services of the UN organizations concerned (Administrative Agent or Participating UN Organization) may consider conducting joint or coordinated investigations, determining which investigation framework to use.

- (d) Upon completion of the internal reporting on their investigation by the Participating UN Organization(s) concerned as established in their respective internal policies and procedures, the Participating UN Organization(s) will provide information on the results of their investigation(s) to the Administrative Agent and the Steering Committee. In the case of the Administrative Agent, upon completion of its internal reporting, it will provide the information on the results of its investigation to the Steering Committee. Following such receipt of information on the results of the investigation(s), it is the responsibility of the Steering Committee and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the Donor.
- (e) Each UN organization(s) concerned (Administrative Agent or Participating UN Organization) will determine what disciplinary and/or administrative measures, including referral to national authorities, may be taken as a result of the investigation, according to its internal policies and procedures on disciplinary and/or administrative measures, including vendor sanction mechanism, as appropriate. The Participating UN Organization(s) concerned will share information on measures taken as a result of the investigation(s) with the Administrative Agent and the Steering Committee of the Programme. The Administrative Agent will share information on measures taken as a result of its own investigation with the Steering Committee. Following such receipt of information on measures taken as a result of the investigation(s), it is the responsibility of the Steering Committee and the Administrative Agent to communicate promptly with the relevant anti-fraud offices (or equivalent) of the Donor.

Recovery of Funds

- 4. If there is evidence of improper use of funds as determined after an investigation, the UN organization(s) concerned (Administrative Agent or Participating UN Organization) will use their best efforts, consistent with their respective regulations, rules, policies and procedures to recover any funds misused. With respect to any funds recovered, the Participating UN Organization will consult with the Steering Committee, the Administrative Agent and the Donor. The Donor may request that such funds be returned to it in proportion to its Contribution to the Programme, in which case the Participating UN Organization would credit that portion of the funds so recovered to the Programme Account and the Administrative Agent would return that portion of such funds to the Donor in accordance with Section XI, paragraph 6. For any such funds the Donor does not request to be returned to it, such funds will either be credited to the Programme Account or used by the Participating UN Organization for a purpose mutually agreed upon.
- 5. The Administrative Agent and the Participating UN Organizations will apply the provisions of Section VIII, paragraphs 1 to 4 above in accordance with their respective

accountability and oversight framework as well as relevant regulations, rules, policies and procedures.

Sexual Exploitation and/or Sexual Abuse, and/or Sexual Harassment

1. The Participants have zero tolerance for and are firmly committed to take all necessary measures to prevent and address instances of sexual exploitation and sexual abuse in programming activities, and sexual harassment. The Administrative Agent and the Participating UN Organizations recognize that it is important that all United Nations staff, individual contractors, implementing partners, vendors and any third parties which are involved either in joint activities or in those of the Administrative Agent or Participating UN Organization (such individuals and entities being hereinafter referred to, together as the "Individuals/Entities", and individually as the "Individual/Entity") will adhere to the highest standards of integrity and conduct as defined by each relevant UN organization. The Individuals/Entities will not engage in Sexual Exploitation, Sexual Abuse and Sexual Harassment, as defined below.

2. Definitions:

- (a) "<u>Sexual Exploitation</u>" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
- (b) "<u>Sexual Abuse</u>" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
- (c) "Sexual Harassment" means any unwelcome conduct of a sexual nature, that might reasonably be expected or be perceived to cause offense or humiliation, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. Sexual harassment may occur in the workplace or in connection with work. While typically involving a pattern of conduct, sexual harassment may take the form of a single incident. In assessing the reasonableness of expectations or perceptions, the perspective of the person who is the target of the conduct shall be considered.

3. Investigation and reporting:

(a) Investigation:

(i) Investigations of allegations of Sexual Exploitation and/or Sexual Abuse arising in programmatic activities funded by the Fund, will, where appropriate, be carried out by the Investigation Service of the relevant Participating UN Organization in accordance with its rules, regulations, policies and procedures. Where the implementing partner of that funded activity and its responsible parties, sub-recipients and other entities engaged to provide services in relation to

programmatic activities are UN Organizations, investigations of such allegations will be carried out by the Investigation Service of the relevant UN Organization in accordance with their rules, regulations, policies and procedures. In cases where the relevant Participating UN Organization is not conducting the investigation itself, the relevant Participating UN Organization will require that the implementing partner of that funded activity and its responsible parties, subrecipients and other entities engaged to provide services in relation to programmatic activities, investigate allegations of Sexual Exploitation and Sexual Abuse credible enough to warrant an investigation.

- (ii) Where a potential subject of an investigation is contracted by more than one UN Organization involved in the Fund, the Investigation Services of the UN Organizations concerned (Administrative Agent or Participating UN Organization) may consider conducting joint or coordinated investigations, determining which investigation framework to use.
- (iii) Investigations of allegations of Sexual Harassment by UN staff and personnel involved in the Fund and contracted by the Administrative Agent and/or each Participating UN Organization will be carried out by the Investigation Service of the relevant UN Organization in accordance with its rules, regulations, policies and procedures.
- (b) Reporting on allegations investigated by PUNOs and their implementing partners
 - (i) The Steering Committee, the Administrative Agent of the Fund and the Donors will be promptly notified of allegations of Sexual Exploitation and/or Sexual Abuse received/under investigation by the Participating UN Organization, as well as of any allegations credible enough to warrant an investigation received from the Participating UN Organization's implementing partners, through the Secretary-General's reporting mechanism on Sexual Exploitation and Sexual Abuse (the "Report")², without prejudice to the status of the Participating UN Organisation.
 - (ii) The Participating UN Organizations that do not participate in the Report will promptly notify the Steering Committee, the Administrative Agent of the Fund and the Donors of allegations of Sexual Exploitation and/or Sexual Abuse received/under investigation by any such Participating UN Organization through their normal method of reporting of such matters to their relevant governing bodies.
- (c) Reporting on credible allegations and measures taken following an investigation:
 - (i) The Steering Committee, the Administrative Agent of the Fund and the Donors will be promptly notified of credible allegations of Sexual Exploitation and/or Sexual Abuse investigated by the Participating UN Organization, as well as of any credible allegations that have been investigated by and received from the Participating UN Organization's implementing partners, through the Report.

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² The level of detail of information included in the Report at different stages of the investigation process can be seen <u>at https://www.un.org/preventing-sexual-exploitation-and-abuse/content/data-allegations-unsystem-wide</u>. Information is published both in real time and through monthly reports.

- (ii) In those cases where the respective Participating UN Organization determined that a case would have significant impact on a Participating UN Organization's partnership with the Fund and/or with the Donor(s), the Participating UN Organization(s) will promptly provide information containing the level of detail as found in the Report, on the results of their investigation(s) or the investigations conducted by its implementing partners that they are aware of, with respect to the cases in the Report relating to the activities funded by the Fund, which resulted in a finding of Sexual Exploitation and/or Sexual Abuse, to the Administrative Agent and the Steering Committee Chair. Following such receipt of information on the results of the investigation(s), it is the responsibility of the Administrative Agent to communicate promptly with the relevant integrity / investigation offices (or equivalent) of the Donor.
- (iii) Following a determination of a credible allegation of Sexual Exploitation and/or Sexual Abuse, each Participating UN Organization will determine what contractual, disciplinary and/or administrative measures, including referral to national authorities, may be taken as a result of an investigation, according to its internal regulations, rules, policies and procedures on disciplinary and/or administrative measures, as appropriate. The Participating UN Organization(s) concerned will share information on measures taken as a result of the credible allegation of Sexual Exploitation and/or Sexual Abuse in its programmatic activities financed by the Fund with the Administrative Agent and the Steering Committee through the Report.
- (iv) With respect to credible allegations of Sexual Harassment (regarding Participating UN Organization's internal activities) the relevant Participating UN Organization will share information on measures taken with the Administrative Agent, the Steering Committee and the Donors of the Fund through their regular reporting to their relevant governing bodies. The Administrative Agent will share information on measures taken as a result of its own investigation which resulted in a finding of credible allegation of Sexual Harassment regarding its internal activities, with the Steering Committee and the Donors of the Fund through its regular reporting to its relevant governing body.
- 4. Any information provided by Participating UN Organizations in accordance with the foregoing paragraphs, will be shared in accordance with their respective regulations, rules, policies and procedures and without prejudice to the safety, security, privacy and due process rights of concerned individuals.

Section X Communication and Transparency

1. Subject to the regulations, rules, policies and procedures of the Participating UN Organization, information given to the press, to the beneficiaries of the Programme, all related publicity material, official notices, reports and publications, will highlight the results achieved and acknowledge the role of the Host Government, the Donor, the Participating UN Organizations, the Administrative Agent and any other relevant entities.

- 2. The Administrative Agent in consultation with the Participating UN Organizations will ensure that decisions regarding the review and approval of the Programme as well as periodic reports on the progress of implementation of the Programme are posted, where appropriate, for public information on the websites of the UN in Indonesia https://indonesia.un.org/en and the Administrative Agent https://aa.unfpa.org/. Such reports and documents may include Steering Committee approved programmes and programmes awaiting approval, fund level annual financial and progress reports and external evaluations, as appropriate.
- 3. The Donor, the Administrative Agent and the Participating UN Organizations are committed to principles of transparency with regard to the implementation of the Programme, consistent with their respective regulations, rules, policies and procedures. The Donor, the Administrative Agent, Participating UN Organizations and the Host Government, if applicable, will endeavor to consult prior to publication or release of any information regarded as sensitive.

Section XI Expiration, Modification, Termination and Unspent Balances

- 1. The Administrative Agent will notify the Donor when it has received notice from all Participating UN Organizations that the activities for which they are responsible under the Joint Programme Document have been completed and the Programme is operationally closed.
- 2. This Arrangement may be modified only by written agreement between the Participants.
- 3. This Arrangement may be terminated by either Participant on thirty (30) days written notice to the other Participant, subject to the continuance in force of paragraph 4 below for the purpose therein stated.
- 4. Notwithstanding the termination of this Arrangement, the amount of the Contribution transferred to the Administrative Agent up to and including the date of termination of this Arrangement will continue to be used to support the Programme until completion of the Programme, at which point, any remaining balances will be dealt with according to paragraph 5 below.
- 5. Any balance remaining in the Programme Account upon completion of the Programme will be used for a purpose mutually agreed upon or returned to the Donor in proportion to its contribution to the Programme as decided upon by the Donor and the Steering Committee.
- 6. When returning funds to the Donor in accordance with paragraph 5 above or Section VIII, paragraph 4, the Administrative Agent will notify the Donor of the following: (a) the amount transferred, (b) the value date of the transfer, and (c) that the transfer is from [name of Administrative Agent] in respect of the Programme in Indonesia pursuant to this Arrangement. The Donor will promptly acknowledge receipt of funds in writing.

7. This Arrangement will expire upon the delivery to the Donor of the certified final financial statement pursuant to Section V, paragraph 3(b).

Section XII Notices

- 1. Any action required or permitted to be taken under this Arrangement may be taken on behalf of the Donor, by Head of Cooperation and Counsellor (Development) or his designated representative, and on behalf of the Administrative Agent, by his or her designated representative.
- 2. Any notice or request required or permitted to be given or made in this Arrangement will be in writing. Such notice or request will be deemed to be duly given or made when it will have been delivered by hand, mail, or any other agreed means of communication to the Participant to which it is required to be given or made, at such Participant's address specified below or at such other address as the Participant will have specified in writing to the Participant giving such notice or making such request.

For the Donor:

Name : Kevin Tokar

Title: Counsellor and Head of Development CooperationAddress: Embassy of Canada, World Trade Center I, 6th Floor, Jl

Jend Sudirman, Kay 29-31. Jakarta 12920, Indonesia

Telephone : (62-21) 2550 7800 **Facsimile** : (62-21) 2550 7813

Electronic mail : kevin.tokar@international.gc.ca

For the Administrative Agent:

Name : Mr. Klaus Simoni Pedersen

Title : Chief, Resource Mobilization Branch

Division of Communications and Strategic Partnerships

(DCS) UNFPA

Address : 605 Third Avenue, New York, NY 10158

Telephone : +1 212-297-5038 **Cell phone** : +1 917-815-0242

Electronic mail : simonipedersen@unfpa.org

Section XIII Entry into Effect

This Arrangement will come into effect upon signature thereof by the Participants and will continue in effect until it expires or is terminated.

Section XIV Settlement of Disputes

Any dispute arising out of the Donor's Contribution to the Programme will be resolved amicably through dialogue among the Donor, the Administrative Agent and the concerned Participating UN Organization.

Section XV Privileges and Immunities

Nothing in this Standard Administrative Arrangement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, the Administrative Agent, or each Participating UN Organization.

Any dispute arising out of the Donor's Contribution to the Programme will be resolved amicably through dialogue among the Donor, the Administrative Agent and the concerned Participating UN Organization.

IN WITNESS WHEREOF, the undersigned, being duly authorized by the respective Participants, have signed the present Arrangement in English in two copies.

For the Donor

Signature

Name

: Kevin Tokar

Title

: Counsellor and Head of Development Cooperation

Embassy of Canada

Place

: Jakarta, Indonesia,

Date

: 08/08/203

For the Administrative Agent:

anatura

P.p.

Signature Name

: Klaus Simoni Pedersen

Title

: Chief, Resource Mobilization Branch

Division of Communications and Strategic Partnerships (DCS) UNFPA

: 605 Third Avenue, New York, NY 10158

Place Date

: 2 August 2023

ANNEX A: Joint Programme Document

ANNEX B: Schedule of Payments

ANNEX C: Standard MOU between Participating UN Organisations, Administrative

Agent and Convening Agent

ANNEX D: Addendum to Anti-terrorism and Sexual exploitation and abuse.

ANNEX A: JOINT PROGRAMME DOCUMENT

Description:

The "Better Sexual and Reproductive Health and Rights for All in Indonesia (BERANI)" – Phase II (BERANI II) project will build upon the experience and results achieved through the first phase of the BERANI project (2017-2023) in advancing sexual and reproductive health and rights (SRHR) for women and girls in Indonesia, including by extending its reach to more vulnerable populations in Eastern Indonesia and in urban areas. This initiative directly supports Canada's Feminist International Assistance Policy (FIAP), Canada's \$1.4 billion Global Health commitment, which includes an annual allocation of \$700 million for SRHR, and the Minister of International Development's mandate letter to close persisting gaps in sexual and reproductive health and rights, including the prevention of sexual and gender-based violence (SGBV). The initiative is also aligned with the Government of Indonesia's (GOI) targets under SDG 5 (gender equality) and SDG 3 (maternal mortality), the National Medium Term Development Plan (RPJMN 2020-2024), and Indonesia's Family Planning 2030 (FP2030) commitment.

Although the Government of Indonesia has made efforts to advance gender equality in recent years, Indonesia remains one of the lowest ranking ASEAN countries on the Gender Inequality Index (0.44 in 2021) with only Cambodia (0.46), Laos (0.48) and Myanmar (0.50) ranked lower. Although the efforts to reduce MMR are progressing, more work needs to be done. Poor quality of midwifery care has contributed to a high level of MMR, which has Indonesia ranked as the third highest amongst ASEAN countries (177 deaths for every 100,00 births), with only Lao (185 deaths) and Myanmar (250 deaths) ranked higher (source: UN data 2021).

The number of reported GBV cases by the National Commission on Violence Against Women (NCVAW) increased by 81% from 2020 (2,389 cases) to 2021 (4,322 cases). Indonesia is also ranked 8th highest in the world for number of child marriage cases. The issuance of Law 16/2019, which regulates the legal age of marriage and the National Strategy to Prevent Child Marriage (2020) are positive indications of the GOI's commitment to address these critical issues; however, the policies have yet to be fully implemented. In fact, there were 64,211 appeals of marriage dispensation granted by the Religious Courts in 2020 (almost three times higher than the previous year), of which the main cause was related to unwanted adolescent pregnancy.

Female genital mutilation/cutting (FGM/C) still stands at a high rate of 21.3%, based on WHO criteria. With a reported high proportion of birth deliveries by skilled birth attendants (96%), quality of care remains a concern. Indonesian midwives respond to over 3.4 million births each year, and cover approximately 62.7% of all births and 84.8% of all antenatal care. However, in 2016, only 50% of midwives graduating from the 700 Indonesian midwifery schools and midwifery programs at the national universities, passed the national competency exam.

A main obstacle to advancing SRHR in the country is that women's roles in society are tightly controlled and discrimination is perpetuated by deeply-rooted gender norms shaped by religious teachings and traditional culture. In December 2022, Indonesia passed a new criminal code that threatens to further restrict the rights of women, girls' and other minority groups' access to SRH services and information.

The BERANI II project is particularly timely and relevant. It will be implemented jointly by UNFPA (the administrative agent), UNICEF and UN Women. Working in Indonesia since 1972, UNFPA has a strong relationship and joint commitment with the GOI through the periodic Country Programme Action Plan, ensuring the fulfillment of SRHR of all people in Indonesia. It also has a robust professional and civil society network, including organizations such as Indonesian Association of Midwives, Indonesian Women's Religious Leaders (*Ulema*) Congress (KUPI), and youth organizations. UNICEF's and UN Women's involvement in the project will allow for a complementary and comprehensive approach, benefiting from UNICEF's strong expertise in child protection and prevention of child marriage, as well as UN Women's portfolio of strengthening justice sector response to GBV women's economic empowerment. This project aims to build on this success by leveraging the unique strengths of UNFPA, UNICEF, and UN Women in Indonesia, along with their many CSO partners. The project will work closely with key ministries at the national and sub-national governments across 14 provinces, with a specific focus on scaling up and institutionalizing the interventions.

Gender Equality and the Empowerment of Women and Girls:

The project will focus on engaging communities and key stakeholders to ensure that project activities are properly targeted, sensitive and responsive to the needs of women and girls, and contributes to the broader goal of gender equality. It will promote a feminist, human rights-based approach to empower women and girls to exercise their human rights, including SRHR, free from violence, harmful traditional practices, exploitation, and discrimination. Through a multi-pronged approach, the project will focus on duty-bearers to protect and promote the SRHR of women and girls; on rights-holders to know and claim their rights; and on key responsibility holders, such as female religious and community leaders, to help break down cultural and religious barriers to women's SRHR. The proposed initiative will also address how inequality and lack of quality health care differently impact women and girls, and how analyzing gender equality using an intersectional lens is important to identifying and responding to these challenges.

UNFPA has conducted extensive consultations with ministries, communities, feminist leaders, traditional and religious leaders and with various Indonesian CSOs and government institutions, such as the NCVAW, National Committee on Disability, and the Indonesian Female Ulema (religious leaders) Congress Network. These consultations will shape a wide range of awareness-raising, advocacy and behavior change communication activities, as well as the design of technical assistance to strengthen health systems.

All three UN organizations have a gender equality strategy for Indonesia and proven track records in gender-responsive development programming. A gender strategy will be developed to ensure proper implementation and monitoring of the project, leveraging the gender equality expertise (in-country and international) of each partner.

Activities and Results:

The project will provide technical assistance, facilitate policy dialogue, support advocacy efforts, develop SRHR knowledge products, and strengthen capacity to improve the health and completion of sexual and reproductive rights of women and girls in Indonesia. The project will be implemented in partnership with several ministries of the national, provincial and district governments; parliamentarians; professional organizations;

religious leaders; private sector entities; health and justice service providers; counsellors; and civil society organizations. The project will directly benefit over 14,000 individuals, including over 7,000 women and girls and implemented at the national level and in 22 districts/cities in 14 provinces across Indonesia including in Papua and West Papua.

The project's ultimate outcome is: **Improved SRHR of all women and girls in Indonesia.** The project's intermediate outcomes are:

1. Improved quality of comprehensive sexuality education (CSE) and SRH services by service providers for women and girls in selected districts in Indonesia.

<u>Planned activities include</u>: training 4,800 middle school and special school teachers to deliver comprehensive sexuality education; training 4,000 health providers to provide out-of-school comprehensive sexuality education; providing supervision and coaching for 200 midwives to deliver high quality sexual and reproductive health services; establishing partnerships between the existing midwifery education centers of excellence with 10 other midwifery schools for mentoring; training 1,500 providers and responders in health, justice, and social service sectors to handle cases of GBV; and strengthening the capacity of 8 GBV service points.

2. Improved individual decision-making and community actions for the prevention and elimination of GBV and harmful practices to women and girls in selected districts in Indonesia

Planned activities include: training 5,000 adolescent boys and girls on life skills education; training 360 women and girls on financial skills for economic empowerment; training 180 married couples on gender equitable household relationships; training 4,000 parents and caregivers on positive parenting; training 1,850 community leaders, religious leaders, young people and influential community actors on prevention of GBV and harmful practices; providing technical assistance to 19 villages and communities in catalyzing community actions; and delivering a public awareness campaign for 9,000 community members.

3. Strengthened policy-making and implementation by national and sub-national government for SRHR, and elimination of GBV and harmful practices for all women and girls

<u>Planned activities include:</u> developing seven (7) evidence-based policy recommendations to strengthen SRHR; providing technical assistance to five (5) ministries/institutions and 10 districts to strengthen SRHR and gender-responsive planning and budgeting; providing technical assistance to 120 organizations/networks at the national and sub-national level, including the national human rights institutions, in advocacy for SRHR issues.

The project will promote sustainability through continuous collaboration with the government counterparts at national and sub-national levels, civil society organizations, and academic institutions, and by supporting cross-province and cross-district learning and sustained ownership. In instances where pilot initiatives or models are tried, involvement of national or sub-national governments are intended to promote learning across provinces or districts, as well as replication or adoption of the models. The project will test the plausibility of long-term sustainability through national budget provisions which will

enable promising pilot initiatives to be scaled up and rolled out successfully on a nationwide basis for maximum impact. Evidence generated from the project will be used for advocacy and government buy-in for take-over or for upscaling.

For community-based programs, continuity of the initiatives may be taken-over by local government budgets or other emerging budget sources such as the village funds. CSOs that have been involved in these initiatives will receive transfer of knowledge necessary to implement and facilitate communities in the future, both operationally as well as in terms of results. UNFPA, UNICEF, and UN Women partnerships with national and sub-national government, CSOs, and community/professional networks and associations, academia, as well as the private sector, is part of the wide range of our comparative advantage in ensuring sustainability of results.

Risks to project implementation:

There are political, religious and cultural sensitivities with regards to SRHR, particularly linked to information and services for young people; sexual and gender-based violence; child, early and forced marriage and female genital mutilation/cutting:

- Political instability, lack of accountability to citizens and institutionalized corruption can undermine the effectiveness of the regional initiatives. Reduced tolerance and acceptance of human rights and SRHR, social instability, changing social-cultural norms related to gender empowerment and discriminatory attitudes to marginalized communities can affect project's progress.
- Social norms (values, attitudes, behaviors and practices) do not recognize the positive contribution of adolescents and youth, place low value on the girl, perpetuate harmful traditional practices and patriarchal social systems, and discriminate against and deny the rights of young people within gender and sexual minorities. These sensitivities could make it difficult to implement the project and have an impact on the political will and commitment of the relevant partners.
- Lack of accountability mechanisms to ensure that comprehensive sexuality education is of high quality or that it gets institutionalized at the school level is also among potential risk.
- Indonesia is a disaster prone country. Frequent hazards and disasters and the impacts of climate change, in addition to protracted crises such as environmental degradation, natural disasters and food and water insecurity, will impede progress.

Based on best practices from the past relevant projects, UNFPA, UNICEF and UN Women will mitigate these risks by using appropriate strategies. In regards to political instability and to minimize the risk of backlash from conservative groups, all UN agencies have engaged with key stakeholders at various levels since the planning stage of the initiative. The project approach will be done in a cooperative and respectful manner to strategically position all UN agencies as partners rather than opposition. In regards to working on social norms, UNFPA, UNICEF and UN Women have carefully planned advocacy among relevant influential and religious leaders, by increasing supportive allies in the government and civil society communities. In order to increase accountability mechanism, the agencies are partnered with and supported by the national and sub-national governments, which can help other stakeholders such as school institutions buy-in. In related to mitigate the potential negative effects on the environment, all UN agencies will adhere to their environmental policies, standards, and guidelines. UNFPA, UNICEF and UN Women will

also use their available tools to identify social and environmental risks and impacts that may be caused by the project. The tools that provide links to relevant regulations and technical guidance for references, are instrumental to identify the required follow up actions by related stakeholders.

Overall, the partnership among agencies and all related stakeholders is institutionalized in the project structure, with the establishment of project board and technical team as well as working group consisting of representatives of the agencies, Government institutions, and other stakeholders.

Management Structure:

As part of the project management structure, a Project Board for the BERANI 2 will be established. This structure will align with UNFPA's current Country Programme Organizational Structure to maintain synergy in program and governance. The project board's key functions will be to: provide guidance and leadership in the planning, implementation and monitoring and evaluation of the BERANI 2 project; provide policy directions on strategic matters related to project implementation; and endorse annual progress reports. Any changes to the format of the Project Board will be agreed upon jointly by UNFPA and DFATD during the inception phase of the project.

Reporting:

In addition to the final report as detailed in the main body of the administrative arrangement, UNFPA will also keep DFATD informed regularly of the project's planned activities and progress on achieving results. UNFPA has indicated that the following reports are part of the project's monitoring and evaluation plan, and will be shared with DFATD during the project's implementation:

- 1. Joint Programme Document and a refined results-based management framework at the start of the project
- 2. Annual work plans
- 3. Cumulative annual narrative reports, using a modified report format used by UNFPA
- 4. Cumulative annual certified financial report (on 31 May Y+1)
- 5. Mid-term review and evaluation reports conducted by UNFPA
- 6. Final project report at the close of the project

Any further details of project reporting will be agreed upon jointly by UNFPA and DFATD in the project document subsequent to this agreement.

Visibility and Recognition

The project will give visibility of Canada as a valued development partner of the Government of Indonesia in providing comprehensive support to SRHR in Indonesia. UNFPA, UNICEF and UN Women will also work with DFATD to identify appropriate opportunities to promote and recognize Canada's support to the project and for Canada to engage in the project strategic and technical discussions with the government as well as non-government counterparts (e.g. participation in a high-level launch event, program

monitoring and site visits, national and sub-national workshops, knowledge sharing events, publications, roundtables and other opportunities to highlight Canada's contribution to help the Indonesian government meet its SRHR commitments).

List of Implementing Partners

Government Implementing Partners:

- 1. Ministry of Health
- 2. Ministry of Women's Empowerment and Child Protection
- 3. Ministry of Home Affairs
- 4. Ministry of Religious Affairs
- 5. Ministry of Communication and Information Technology (MoCIT)
- 6. Ministry of National Development Planning/ BAPPENAS
- 7. National Population and Family Planning Board (BKKBN)
- 8. National Commission on Ending Violence against Women (NCVAW)
- 9. The Government Investment Agency (Pusat Investasi Pemerintah/ PIP)

Non-Government Implementing Partners:

- 1. The Indonesian Midwives Association (IBI)
- 2. Yayasan Siklus Sehat Indonesia (Siklus Indonesia)
- 3. The Indonesian Women Ulama Congress Network (KUPI)
- 4. Yayasan Kesehatan Perempuan (Women's Health Foundation)
- 5. Child Forum
- 6. Yayasan Pulih
- 7. Forum Pengada Layanan/FPL (a network of CSO who provide GBV services for women and children)
- 8. GPPI/Gerakan Perempuan Peduli Indonesia (a network of women-lead CSO)
- 9. Pusat Studi Gender dan Anak Universitas Islam Negeri Alaudin, Makassar (Center for Gender and Child Studies at State Islamic University of Alaudin Makassar)
- 10. Pusat Studi Gender dan Anak Universitas Islam Negeri Sunan Ampel, Surabaya (Center for Gender and Child Studies at State Islamic University of Sunan Ampel, Surabaya)
- 11. State University of Surabaya (UNESA Universitas Negeri Surabaya)
- 12. Yayasan Swadaya Mitra Bangsa (YASMIB)
- 13. Lembaga Perlindungan Anak (LPA), Jawa Timur (Child Protection Agency)
- 14. BaKTI (Bursa Pengetahuan Kawasan Timur Indonesia- Eastern Indonesia Knowledge Exchange)
- 15. Center for Regional Information and studies (Pattiro)
- 16. Indonesian Forum for Budget Transparency (FITRA)
- 17. Association for Micro Small Business Women's Companion (ASPPUK)
- 18. KUMPUL ID (An Indonesian entrepreneur ecosystem)
- 19. Amartha Micro Fintech (Peer to peer Lending Fintech or Funding)
- 20. GOJEK (Indonesian on-demand multi-service platform and digital payment technology group)

ANNEX B

SCHEDULE OF PAYMENTS

Schedule of Payments³:

1. A first installment payment of two million Canadian dollars (CDN\$ 2,000,000), for DFATD's fiscal year 2023/2024 payable upon signature of this agreement;

Amount: CAD 10,000,000.00

- 2. A second installment payment of four million Canadian dollars (CDN\$ 4,000,000), for DFATD's fiscal year 2024/2025 due following the submission of the annual consolidated narrative progress report for 2023 calendar year;
- 3. A third installment payment of three million Canadian dollars (CDN\$ 3,000,000), for DFATD's fiscal year 2025/2026 due following the submission of the annual consolidated narrative progress report for 2024 calendar year; and
- 4. A fourth installment payment of one million Canadian dollars (CDN\$ 1,000,000), for DFATD's fiscal year 2026/2027 due following the submission of the annual consolidated narrative progress report for 2025 calendar.

Summary Project Funding and Disbursement Schedule:

Year	DFATD's Contribution
2023-2024	CDN\$ 2,000,000
2024-2025	CDN\$ 4,000,000
2025-2026	CDN\$ 3,000,000
2026-2027	CDN\$ 1,000,000
TOTAL	\$10,000,000

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³ Subject to Parliamentary appropriations

ANNEX C

MOU BETWEEN PARTICIPATING UN ORGANISATIONS, ADMINISTRATIVE AGENT AND CONVENING AGENT

ANNEX D: ADDENDUM TO SECTION III AND SECTION IX

Sexual Exploitation and/or Sexual Abuse, and/or Sexual Harassment

In addition to the reporting provisions provided in Section IX, the Participating UN Organizations will inform the Donor(s) about allegations credible enough to warrant an investigation, in cases in its programmatic activities financed by the Contribution that they determine may have a significant impact on the partnership between the Participating UN Organisation(s) and the Donor(s).⁴

Any information provided by a Participating UN Organizations in accordance with this addendum, will be shared in accordance with its respective regulations, rules, policies and procedures, and without prejudice to safety, security, privacy and due process rights of concerned individuals as well as in a manner consistent with its privileges and immunities. The Donor(s) will use the same care with regard to use and storage of the information as they would use for its own similar data, particular attention will be given to the need to ensure, inter alia, the probity of any investigation, the protection of sensitive information, the safety and security of persons or assets, and respect for the due process rights of all involved. The Donor(s) will not disclose any information to third parties unless obliged to do so under applicable law. The Donor(s) will provide the relevant Participating UN Organizations with a written notification prior to disclosing any information to a third party.

Special Provisions regarding Financing of Terrorism

In addition to the reporting provisions provided in Section III, any payments to implementing partners by Participating UN Organizations (PUNOs) will be made only to implementing partners listed in the List of Implementing Partners in the Joint Programme Document. If a Participating UN Organization wished to work with an implementing partner that is not listed in this list, that Participating UN Organization will inform the Steering Committee and the Administrative Agent in writing 30 days before signing any agreement with the proposed new implementing partner. The Administrative Agent will make sure the Donor is informed in writing, no later than 30 days before any funds are transferred to the proposed new implementing partner. The List of Implementing Partners above will be updated by the Administrative Agent as necessary without a formal amendment.

The Donor will inform the Administrative Agent 30 days in writing if it has identified specific concerns with implementing partners included in the List of Implementing Partners. The Donor and the Administrative Agent will discuss and determine in good faith an appropriate course of action to ensure that none of the Donor's funds will benefit such implementing partners.

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⁴ The level of detail of information provided will be as found in the Secretary-General's Reporting Mechanism on Sexual Exploitation and Abuse.