

**Amendment No 2 to the
Standard Administrative Arrangement
Between
the Swedish International Development Cooperation Agency, Sida
And
The United Nations Population Fund (“UNFPA”)
ZZJ29, UF2014/69726/UD/MU.**

WHEREAS, participating United Nations Organizations that have signed a Memorandum of Understanding (hereinafter referred to collectively as the “Participating UN Organisations”) have developed the third phase of the UNFPA/UNICEF Joint Programme on Elimination of Female Genital Mutilation: Accelerating Change (hereinafter referred to as the “Programme”) starting on 1 January 2018 and ending on 31 December 2021 (hereinafter “End Date”);

WHEREAS, UNFPA, acting as “Administrative Agent” for the Participating UN Organisations and Donor concluded a Standard Administrative Arrangement with effect from 1 January 2018 (“SAA”) regarding Donor’s financial contribution to the Programme; This arrangement may be modified in accordance with section X in the SAA.

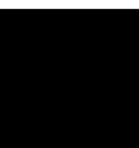
Due to Covid-19 UNFPA the programme has identified increased needs of funding and UNFPA has submitted an application to Sweden to close parts of the funding gap for 2021. Sweden has approved and taken a decision to provide additional funds as per this amendment.

WHEREAS, Section 1 (Disbursement of Funds to the Administrative Agent and the Programme Account) and Annex B (Schedule of Payments) of the above mentioned Standard Administrative Arrangement (“SAA”) shall be amended as follows;

NOW THEREFORE, the Donor and the Administrative Agent (“Participants”) hereby agree as follows:

1. Further to the SAA, signed on 11 July 2018, and amended on 23 October 2020, revise the SAA contribution total figure in Section I, No 1 from SEK 325,000,000 (Three Hundred and Twenty-Five Million Swedish Kronor) to 375,000,000 (Three Hundred and Seventy-Five Million Swedish Kronor)
2. An additional amount of SEK 50,000,000 (Fifty Million Swedish Kronor) will be added to the payment Schedule in Annex B; Schedule of Payments, with this amount to be disbursed upon signature.
3. The addition of a section on Sexual Exploitation and/or Sexual Abuse, and/or Sexual Harassment as per section IX of the UNSDG Standard Administrative Arrangement as referred in: <https://unsdg.un.org/resources/standard-administrative-arrangement-joint-programmes-using-pass-through-fund-management> and attached as Annex B to this agreement.
4. All other terms of the SAA shall remain unchanged.
5. This Amendment shall enter into effect when it is signed by both Participants.

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



For the Swedish International Development
Cooperation Agency, Sida

Date:



(Signature)

Ambassador

(Title)

For UNFPA: Klaus Simoni Pedersen

Date:

3 September 2007



(Signature)

Chief, RMB, DCS,

(Title)

Annex A: Note on Funding Gap

Annex B: Standard Administrative Arrangement

Section IX

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) “Sexual Exploitation” 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) “Sexual Abuse” 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, sub-recipients 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 Organisation 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")¹, 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.

(ii) In those cases where the respective Participating UN Organization determined that a case would have significant impact on a Participating UN Organisation'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

¹ The level of detail of information included in the Report at different stages of the investigation process can be seen at <https://www.un.org/preventing-sexual-exploitation-and-abuse/content/data-allegations-un-system-wide>. Information is published both in real time and through monthly reports.

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.

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.

