

# EUROPEAN UNION DELEGATION AGREEMENT

HUM/2016/ 372-114  
(the "Agreement")

The European Union, represented by the European Commission, (the 'Contracting Authority') of the one part,  
and

The United Nations Population Fund (UNFPA), 605 Third Avenue, Fifth Floor, New York, New York 10158,  
U.S.A., hereinafter the 'Organisation'

of the other part, (individually a "Party" and collectively the 'Parties') have agreed as follows:

## SPECIAL CONDITIONS

### Article 1 - Purpose

- 1.1 This Agreement defines the activities entrusted to the Organisation for the implementation of the Action *"UNFPA-UNICEF Joint Programme on the Abandonment of Female Genital Mutilation/Cutting: Accelerating Change"* as described in Annex I (the "Action"). This Agreement lays down the rules for implementation, for the payment of the EU contribution, and defines the relations between the Organisation and the Contracting Authority.
- 1.2 The Action is a Multi-donor Action and the EU contribution is not earmarked.
- 1.3 In the performance of the activities, the Organisation shall:
  - a) apply its own accounting, internal control and audit systems which have been positively assessed in the ex-ante pillars assessment. In case the pillar assessment raised some reservations the Organisation shall comply with the ad hoc measures stated in Article 7.
  - b) apply its own procurement procedures and its own rules for the award of Grants, as assessed in the ex-ante pillars assessment.
  - c) perform the activities to be implemented under the Agreement in accordance with the principles of Sound Financial Management, transparency and non-discrimination, applying its positively assessed Regulations and Rules.
  - d) be free to use any Regulations and Rules which have not been subject to the ex-ante pillar assessment to the extent that these Regulations and Rules are not in conflict with the provisions of this Agreement.
- 1.4 The Action is an EU External Action. The Action is financed under the Development Cooperation Instrument.
- 1.5 The Organisation does not have an arrangement with the European Commission to provide annually the management declaration nor to provide annually the management declaration together with the audit or control opinion.
- 1.6 This Agreement is subject to the provisions of the Financial and Administrative Framework Agreement between the European Union represented by the European Commission and the United Nations (FAFA) of 29th April 2003.

### Article 2 - Entry into Force, Implementation Period and Contracting Deadline

#### Entry Into Force

- 2.1 The Agreement shall enter into force on the date when the last of the two Parties signs.

#### Implementation Period

- 2.2 The Implementation Period of the Agreement (the "Implementation Period") shall commence: 1 January 2016
- 2.3 The Implementation Period of the Agreement is 36 months.

#### Contracting Deadline

- 2.4. Individual Procurement and Grant contracts implementing this Agreement shall be signed by the Organisation:
- no later than 36 months from the date of entry into force of this Agreement.

### **Article 3 - Financing the Action**

- 3.1 The total cost of the Action<sup>1</sup> is estimated at USD 61,305,903 as set out in Annex III. The Contracting Authority undertakes to provide an EU contribution<sup>2</sup> up to a maximum of EUR 11 million, which is estimated at USD 12,343,100<sup>3</sup>. The final amount will be established in accordance with Articles 18 to 20 of Annex II.
- 3.2 **Remuneration**  
The remuneration of the Organisation by the Contracting Authority for the implementation of the activities entrusted under this Agreement shall be 7% of the final amount of eligible direct costs of the Action to be reimbursed by the Contracting Authority.
- 3.3 Interest generated on pre-financing shall not be due.

### **Article 4 - Narrative and Financial Reporting and Payment Arrangement**

- 4.1 The pre-financing rate is 100%.
- 4.2 Payments shall be made in accordance with Article 19 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:
- First pre-financing instalment: first tranche of EUR 3,000,000 within 30 days of receiving this Agreement signed by both Parties and second tranche of EUR 3.500,000 by 15 February 2017.
- Further pre-financing instalment(s): EUR 4,500,000 following the end of the 1<sup>st</sup> reporting period subject to the provisions of Annex II.
- Forecast balance of the final amount of the contribution, if any (subject to the provisions of Annex II: USD 0.
- The sum of the payments in the accounting currency of the Organisation shall not exceed the total EU Contribution in EUR.

### **Article 5 – Communication language and contacts**

- 5.1 All communications to the Contracting Authority in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in English. If requested by the Contracting Authority, they shall be accompanied by a translation or a summary in English or French where the language of the Agreement is not English or French.
- 5.2 Any communication relating to the Agreement shall be in writing, shall state the number and/or title of the Action, and shall use the following addresses below.

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<sup>1</sup> This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the EU contribution.

<sup>2</sup> Where the contribution is financed by the European Development Fund, mentions of EU contribution must be read as referring to European Development Fund financing.

<sup>3</sup> 1 EUR=1.1221 USD, October 2016 InforEuro

- 5.3 Any communication relating to the Agreement, including payment requests and attached reports, and requests for changes to bank account arrangements shall be sent to:

For the Contracting Authority

For the attention of Att. Mr. D. D'AMICO  
Head of Unit EuropeAid B06  
(Finance, Contracts, Audit)  
Office: J-59 01/033  
DG for International Cooperation and Development – EuropeAid  
European Commission  
B-1049 Brussels (Belgium)

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

For the attention of Mr. Jean –Louis Ville  
Head of Unit of DEVCO B1  
(Governance, Democracy, Gender and Human Rights)  
Rue Joseph II, No. 59, floor 5, office 033  
DG for International Cooperation and Development – EuropeAid  
European Commission  
B-1049 Brussels (Belgium)

For the Organisation

UNFPA Brussels Office  
Rue Montoyer 14  
1000 Brussels  
Belgium

- 5.4 Ordinary mail shall be deemed to have been received on the date on which it is officially registered at the address referred to above.
- 5.5 The contact point within the Organisation which shall have the appropriate powers to cooperate directly with the European Anti-Fraud Office (OLAF) in order to facilitate the latter's operational activities shall be: Ms Fabienne Lambert, Director, Office of Audit and Investigation Services (OAIS).
- 5.6 All exchanges concerning the Early Detection and Exclusion System shall take place between the Contracting Authority and the authorised person designated by the Organisation, which is:  
Ms. Sietske Steneker, Director, UNFPA Brussels Office.

## **Article 6 – Annexes**

- 6.1 The following documents are annexed to these Special Conditions and form an integral part of the Agreement:
- |             |   |
|-------------|---|
| Annex I:    | Description of the Action (including the Logical Framework of the Action)                                 |
| Annex II:   | General Conditions for PA Grant or Delegation Agreements (Part III on PA Grant Agreements does not apply) |
| Annex II.a: | Provisions applicable only to Co-Delegation Agreements  |
| Annex III:  | Budget for the Action   |
| Annex IV:   | Financial Identification Form   |
| Annex V:    | Standard Request for Payment  |
| Annex VI:   | Communication and Visibility Plan   |
| Annex VII:  | Management Declaration template   |
- 6.2 In the event of a conflict between the present Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II "General Conditions" including Annex II.a) and those of the other Annexes, the provisions of Annex II "General Conditions" including Annex II.a) shall take precedence.

## **Article 7 – Additional specific conditions applying to the Action**

- 7.1 The following shall supplement the General Conditions:

7.1.1 Where the implementation of the Action requires the setting up or the use of a project office, the Organisation may declare as eligible direct costs the capitalised and operating costs of the structure if all the following conditions are fulfilled:

- a) They comply with the cost eligibility criteria referred to in Article 18.1 of Annex II;
- b) They fall within one of the following categories:
  - i) costs of staff, including administration and management staff, directly assigned to the operations of the project office. The tasks listed in the Description of the Action (Annex I), undertaken by staff assigned to the project office will be directly attributable to the implementation of the Action.
  - ii) travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;
  - iii) depreciation costs, rental costs or lease of equipment and assets composing the project office.
  - iv) costs of maintenance and repair contracts specifically awarded for the operations of the project office;
  - v) costs of consumables and supplies specifically purchased for the operations of the project office;
  - vi) costs of IT and telecommunication services specifically purchased for the operations of the project office;
  - vii) costs of energy and water specifically supplied for the operations of the project office;
  - viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office;
- c) The Organisation declares the eligible direct costs of the project office as actual costs or for staff costs on the basis of unit costs determined by the Organisation according to its usual accounting practice;
- d) The Organisation declares as eligible only the portion of the capitalised and operating costs of project office which corresponds to the duration of the Action and
  - i) the rate of actual use of project office for the purposes of the Action; or
  - ii) the rate of use of a project office for the purposes of the Action, determined by the Organisation on the basis of a simplified allocation method, provided that the allocation method is compliant with the Organisation's usual accounting and management practices, applied in a consistent manner regardless of the source of funding, and based on an objective, fair and reliable allocation key.

7.1.2 For the purpose of this Agreement, the following legal entity is considered a Co-Delegatee:

United Nations Children Fund (UNICEF)  
UNICEF House  
3 United Nations Plaza  
New York, NY 10017  
United States of America

7.1.3 For the purpose of this Agreement, the Organisation acts as UN Administrative Agent, under the following conditions:

- a) The Organisation shall serve as the administrative interface between the Contracting Authority, other donors and the Participating UN Organisations. The monitoring task established in Article 2.b of Annex II.a shall be implemented in accordance with the mandate of the UN Administrative Agent.
- b) In addition to the tasks described in Article 2 of Annex II.a, the Organisation shall act as Administrative Agent for the UN Organisations and will therefore:
  - i) receive financial contributions from all donors that wish to provide financial support to the Action;
  - ii) administer the funds received, in accordance with its applicable rules & regulations, including the provisions relating to winding up the Action and related matters;
  - iii) subject to availability of funds, disburse such funds to each of the Participating UN Organisations in accordance with instructions from the Steering Committee, taking into account the budget set out in the approved programmatic document/Joint Programme Document<sup>4</sup>, as amended in writing by the Steering Committee;

<sup>4</sup> As used in this document, an approved programmatic document refers to an annual work plan or programme/project document, etc., which is approved by the Steering Committee for fund allocation purposes.


- iv) consolidate statements and reports, based on submissions provided to the Administrative Agent by each Participating UN Organisation, as set forth in the TOR/Joint Programme Document, and provide these to each donor that has contributed to the Fund/Programme Account and to the Steering Committee;
  - v) provide final reporting, including notification that the Action has been operationally completed;
  - vi) disburse funds to a Participating UN Organisation for any additional costs of the tasks that the Steering Committee may decide to allocate in accordance with the TOR/Joint Programme Document.
- c) A coordination mechanism (referred to as the "Steering Committee")<sup>5</sup> to facilitate the effective and efficient collaboration between the Participating UN Organizations and the host Government for the implementation of the Fund or Programme shall be established. The detailed description of key roles, responsibilities and functions of the Steering Committee is provided in Annex I ("Description of the Action").
  - d) Without prejudice to points 2.b) to 2.k) of Article 2 of Annex II.a), the Organisation shall be solely responsible for the performance of tasks assigned to it in Annex I and in the specific agreement between itself and the Co-Delegates.
  - e) By derogation from Article 3 of Annex II, the Organisation shall provide the Contracting Authority with the following reports, in the same language as the Agreement, based on the reports provided by each UN Participating Organisation and prepared in accordance with the accounting and reporting procedures applicable to it:
    - i) annual consolidated narrative progress reports to be provided no later than six months (30 June) after the end of the calendar year;
    - ii) annual consolidated financial reports, as of 31 December with respect to the funds disbursed from the Fund/Programme Account, to be provided no later than six months (30 June) after the end of the calendar year;
    - iii) final consolidated narrative report to be provided no later than six months (30 June) after the end of the year following the financial closing of the Action and/or end of implementation period, whichever comes first;
    - iv) in case of Multi-donor Actions which continue after the end of the implementation period of this Agreement, a final consolidated financial report, based on uncertified final financial statements and final financial reports, to be provided no later than six months (30 June) after the end of the year following the financial closing of the Action and/or end of implementation period, whichever comes first.

Done in Brussels in four (4) originals in the English language, two for the Contracting Authority, one for the Organisation and one for each Co-delegatee.


**For the Organisation**

Name Sietske STENEKER  
 Position Director UNFPA Brussels Office  
 Signature   
 Date 7/11/2016

**For the Contracting Authority**

Name Jean-Louis VILLE  
 Position Head of Unit DEVCO B1  
 Signature   
 Date 4/10/2016

**For the Co-Delegatee**

Name Noala SKINNER  
 Position Director UNICEF Brussels Office  
 Signature   
 Date 7/11/2016

<sup>5</sup> The Steering Committee (SC) is co-Chaired by the Government and the UN Resident Coordinator (RC) or the Deputy Special Representative of the Secretary General (DSRSG). Members include the UN and government representatives and may also include donors. The decision on the inclusion of donors is taken at the country level. Steering Committee composition ensures the principles of national ownership, inclusiveness and balanced representation, as well as the need to have a manageable size for decision-making effectiveness.





## **Annex I –DESCRIPTION OF THE ACTION**

### **UNFPA-UNICEF Joint Programme on the Abandonment of Female Genital Mutilation/Cutting: Accelerating Change.**



**Programme Title:** UNFPA-UNICEF Joint Programme on the Abandonment of Female Genital Mutilation/Cutting: Accelerating Change.

**Joint Programme Goal:** Prevalence of FGM/C is reduced in targeted areas of 17 countries by the end of 2017 in line with United Nations General Assembly Resolution (UNGA) 69/150

**Joint Programme Outcomes:**

1. Programme countries enact legal and policy frameworks for eliminating FGM which are appropriately resourced and implemented (in line with AU and UN Resolutions)
2. Service providers provide timely, appropriate and quality services to girls and women at risk of or having experienced FGM in select districts in programme countries
3. A majority of individuals, families and communities in programme areas accept the norm of keeping the girls intact, without FGM.

**Programme Countries:** Burkina Faso, Gambia, Guinea, Guinea-Bissau, Mali, Mauritania, Nigeria, Senegal, Eritrea, Ethiopia, Kenya, Uganda, Djibouti, Egypt, Somalia, Sudan, and Yemen

**Region:** Africa and Middle East

<p><b>Programme Duration:</b> 2014-2017</p> <p><b>Start/end dates:</b> 1 January 2014 - 31 December 2018</p> <p><b>Fund Management Option(s):</b> Pass-through</p> <p><b>Administrative Agent:</b> UNFPA</p>	<p><b>Total estimated budget:</b> US \$ Total 61,305,903</p> <p><b>Out of which:</b></p> <p>1. Funded Budget: US \$ 42,402,522</p> <p>2. Unfunded Budget: US \$ 18,903,381</p>
	<p><b>Sources of funded budget (2014-17):</b></p> <p>Germany: EUR 1,150,000</p> <p>Finland: EUR 300,000</p> <p>Iceland: US 266,587</p> <p>Ireland: EUR 151,267</p> <p>Italy: EUR 4,800,000</p> <p>Luxembourg: EUR 900,000</p> <p>Norway: NOK 46,000,000</p> <p>Sweden: SEK 40,000,000</p> <p>United Kingdom: GBP 8,000,000</p> <p><b><u>Expected contributions from EU</u></b></p> <p>EU (DCI-Global Public Goods and Challenges) EUR 6,000,000</p> <p>EU (DCI-Pan-African Programme) EUR 5,000,000</p>



## Executive Summary

Female Genital Mutilation (FGM) comprises all procedures that involve partial or total removal of the external female genitalia, or other injury to the female genital organs for non-medical reasons. FGM is recognized internationally as a violation of the human rights of girls and women. The practice also violates a person's rights to health, security and physical integrity, and the right to be free from torture and cruel, inhuman or degrading treatment. The causes of FGM include a mix of cultural, religious and social factors within families and communities. According to current UNFPA /UNICEF estimates, over 200 million girls and women have undergone some form of FGM.

The UNFPA-UNICEF Joint Programme on the Abandonment of Female Genital Mutilation / Cutting: Accelerating Change is part of the global effort to address FGM and aims to play a strategic and catalytic role in the abandonment of the practice. The Joint Programme, which is the largest global programme providing support to countries for the elimination of FGM since 2008, is currently operational in the following 17 countries: Burkina Faso, Gambia, Guinea, Guinea-Bissau, Mali, Mauritania, Nigeria, Senegal, Djibouti, Eritrea, Ethiopia, Kenya, Somalia, Sudan, Uganda, Yemen, Egypt.

It works with a broad range of stakeholders at different levels including governments (both at national and sub-national levels), regional and continental organisations, academic institutions, international and national NGOs, community-based organizations, religious communities and faith-based organizations and the media. The final beneficiaries of the Joint Programme are the girls and young women who could become or have already been subjected to FGM and it is expected to reach between 6 to 8 million girls and their families and communities through various interlinked and coordinated interventions.

The Joint Programme is guided by a theory of change and results framework which strongly emphasise and encourage a coherent and systemic application of a social norms perspective. Major focus areas include interventions in overall policy and legal environment, provision of services, and work in the social sphere to galvanize a new social norm that supports abandonment of FGM. The Joint Programme follows an approach whereby interventions in all the three focus areas are strategically and deliberately designed and implemented in a holistic manner for maximum impact. The Joint Programme has developed and operationalized a web-based monitoring tool<sup>1</sup> to systematically document and track achievements and results in all the programme countries and at global level.

The Joint Programme is in its second phase (2014 – 2018) with a total estimated budget of USD 61,305,903. Germany, Finland, Iceland, Ireland, Italy, Luxembourg, Norway, Sweden and

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<sup>1</sup> In 2015, the Joint Programme began using the DevInfo Monitoring platform to systematize the capture of data from the 17 countries in line with the programme's results-based framework. The system is housed within the Global DevInfo Initiative, the database system endorsed and used by the JP and widely by the United Nations. Capacity development of the 16 countries took place in 2015 and 2016. Governments planning and statistical units, CSOs, coordination units and UN staff were trained. Progress is being made through quality control exercises.



United Kingdom have been supporting the Joint Programme Phase II so far with a total contribution of USD 30,139,423 over a period of four years. In addition, the EU has a total contribution of EUR 11 million to the UNFPA-UNICEF Joint Programme on FGM/C which is financed under the DCI Thematic Programme 'Global Public Goods and Challenges' (EUR 6 million) and the DCI Pan-African Programme (EUR 5 million).

The Joint Programme is being coordinated through a coordination team established in New York consisting of staff of both UNFPA and UNICEF. The Joint Programme is being operationalized through annual work plans prepared by Country Offices, Regional Offices, and at New York Headquarter level. Work plans and annual allocation of funds is approved by a steering committee at global level consisting of donors and the two UN agencies supporting the Joint Programme.

## 1 Introduction

The Joint Programme (JP) aims at accelerating the abandonment of Female Genital Mutilation (FGM) and it will support catalytic and strategic efforts to bring about the abandonment of FGM, a harmful practice which persists in several countries in Africa, Asia, the Middle East and Latin America, using a comprehensive, human rights-based approach that has been shown to also generate results in decreasing gender inequality.

The JP seeks to contribute to the overall goal as set by the Interagency Statement on Eliminating Female Genital Mutilation<sup>2</sup> and reaffirmed by the United Nations General Assembly Resolution to support governments, communities, and the girls and women concerned towards the abandonment of Female Genital Mutilation. Its contribution also aims to achieve accelerated progress toward Goal 5 of the Sustainable Development Goals, and specifically target 5.3 on eliminating FGM.

The second phase of the joint programme builds on the first phase of the JP, which was developed in 2008. It implemented a novel, culturally sensitive, human rights-based approach to strategically leverage social dynamics in favour of FGM abandonment. It contributed to results in terms of: increasing the awareness of key national actors and their ownership of, and commitment to FGM abandonment, and to strengthen legal and policy frameworks for abandoning the practice. It brought about changes in national or decentralized laws, policies, plans and programmes for the abandonment of FGM in 10 countries.

The evaluation of Phase 1 also found that the Joint Programme contributed to accelerating social norms change, to strengthen health services and progress has also been made in integrating prevention activities into school curriculums.

Phase 2 of the JP will run until December 2018. It aims to achieve the following outcomes:

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<sup>2</sup> <http://www.who.int/reproductivehealth/publications/fgm/9789241596442/en/>



1. Programme countries enact legal and policy frameworks for eliminating FGM which are appropriately resourced and implemented (in line with AU and UN Resolutions),
2. Service providers provide timely, appropriate and quality services to girls and women at risk of or having experienced FGM in select districts in programme countries,
3. A majority of individuals, families and communities in programme areas accept the norm of keeping the girls intact, without FGM.

The JP will run globally, regionally and nationally in 17 countries. UNFPA and UNICEF have undertaken a continuous process of identifying countries, using several criteria, where efforts to eliminate FGM could benefit from a strategic and catalytic injection of agency support, resulting in 17 countries by 2015. With Yemen experiencing a level three emergency, the JP implementation is suspended and the situation is being closely monitored.

The JP structure allows the programme to draw upon the complementary strengths, reputations, and networks of both UNFPA and UNICEF. They are leveraging political momentum and taking on the challenge of integrating FGM into government systems which will lead to more sustainable results. UNFPA and UNICEF also have unique access to multiple actors: governments, civil society, local government, and communities. Work with regional bodies is expected to expand, notably with the African Union Commission (AUC), the African Commission on Human and Peoples' Rights (ACHPR), the African Committee of Experts on the Rights and Welfare of the Child (ACERWC) and the Regional Economic Commissions, for a better understanding of the accountabilities of AU Member States to regional frameworks and global human rights treaties.

## 2 Context

According to current UNFPA /UNICEF estimates, over 200 million girls and women have undergone some form of FGM. About 4.1 million girls aged 0-19 years old have been at risk in 2015 in the countries covered by the Joint Programme.

FGM comprises all procedures that involve partial or total removal of the external female genitalia, or other injury to the female genital organs for non-medical reasons. FGM is recognized internationally as a violation of the human rights of girls and women. It is nearly always carried out on minors and therefore also constitutes a violation of the rights of children. The practice also violates a person's rights to health, security and physical integrity, and the right to be free from torture and cruel, inhuman or degrading treatment.

The causes of FGM include a mix of cultural, religious and social factors within families and communities. In most societies, FGM is considered a cultural tradition, which is often used as an argument for its continuation. Where FGM is a social norm, the social pressure to conform to what others do is a strong motivation to perpetuate the practice. Local structures of power and authority, such as community leaders, religious leaders, circumcisers, and even some medical personnel can contribute to upholding the practice.

The practice is mostly carried out by traditional excisors, who often play other central roles in communities. However, the trend towards medicalization is increasing with more than 18% of all FGM worldwide being performed by healthcare providers. The medicalization of FGM has



emerged as a great threat to abandonment. It is estimated that one in five girls cut have been cut by a trained health-care provider. In some countries, this can reach as high as three in four girls. UN programmes on the ground report that health workers sometimes do not even use the medical facilities for fear of being caught. According to DHS and MICS estimates countries where the majority of FGM cases are performed by health workers are – Egypt (77%), Sudan (55%) and Kenya (41%) (Nigeria, 29%) (Guinea, 27%).

In July 2013, UNICEF released a study (*Female Genital Mutilation and Cutting: A statistical overview and an exploration of the dynamics of change*) in which data from surveys undertaken in the 29 countries where FGM is concentrated were analyzed to examine prevalence and attitudes as well as other characteristics surrounding the practice and trends over the past 20 years.

The increasing availability of national data from household surveys and subsequent analysis provides knowledge and additional insights, which serve to inform policies and programmes aimed at the elimination of the practice. A greater understanding now exists of the social dynamics that contribute to the perpetuation of FGM, which helps in designing strategies to disrupt these dynamics through collective approaches targeting the underlying social norms.

The JP builds on the programmatic recommendations resulting from the research and evidence gathering efforts that have been carried out over recent years:

1. Entire communities should be addressed so as to decrease – and eventually eliminate – social expectations to perform FGM;
2. Visibility of hidden attitudes that favour the abandonment of the practice should be promoted and given greater exposure in society;
3. The engagement by boys and men in ending FGM and empower girls should be increased;
4. Practicing communities should be made aware that many others, similar to themselves, do not practice FGM either because they never did or because they have abandoned the practice;
5. The elimination of FGM should be attained through collective abandonment rather than the progressive reduction of the degree of cutting;
6. Regional dynamics conducive to ending the practice should be strengthened, through increased south-south collaboration and cross-border interventions among the African countries. Regional bodies such as the AUC, ACHPR and ACERWC can play an important role.

The consistent and systemic violations of girls' and women's human rights that exist in some countries require a continental response, which should draw from the African continental legal framework, and mainly the Maputo Protocol and its new Plan of Action 2016–2030 for the operationalisation of the continental policy framework for Sexual and Reproductive Health and Rights (SRHR), and seek to encourage the domestication of women's rights and children's rights in national laws.

UNFPA and UNICEF have undertaken a continuous process of identifying countries, using several criteria, where efforts to eliminate FGM could benefit from a strategic and catalytic injection of agency support, resulting in eight countries being selected to join the Joint Programme in 2008, expanding to 11 by 2009 and 15 by 2013. Two additional countries, Nigeria and Yemen that were poised to take their national efforts to another level joined the programme in 2014. With Yemen experiencing recent conflict, it is being closely monitored<sup>3</sup>. Of the 17 countries currently in the programme, seven countries have been identified as 'Acceleration Countries' thanks to their high-level Government commitment and policy framework, history of social movements in favour of abandonment of the practice, a series of public declarations over the past 5-8 years, some evidence of decline in the past 15 years, and promising systems for data collection, tracking and monitoring. By 2017, it is envisioned that these countries will show the strongest rates of decline in prevalence.

West and Central Africa Region	Eastern and Southern Africa and related countries	North Africa
<b>Burkina Faso, Gambia, Guinea, Guinea-Bissau, Mali, Mauritania, Nigeria, Senegal (8)</b>	<b>Djibouti, Eritrea, Ethiopia, Kenya, Somalia, Sudan, Uganda, Yemen (7)</b>	<b>Egypt (1)</b>

\* In bold, the seven "Acceleration Countries"

The countries were selected progressively during Phase 1 and at the inception of Phase 2 and approved by the JP Steering Committee according to the following criteria: Prevalence of FGM, discrepancy between attitude toward the practice and prevalence, history of abandonment, regional/ethnic connection and enabling legal and policy environment.

The African Union (AU) has several conventions and protocols on Human Rights, in particular the African Charter on Human and People's Rights. Within that framework, the Rights of the Women are covered by the Protocol to the African Charter on Human and People's Rights on the Rights of Women (the Maputo Protocol) adopted in 2003, which is to date, the most comprehensive and innovative women's rights instrument at continental level - if not internationally. The Protocol creates an obligation on state parties to respect and protect women's rights and explicitly targets FGM, among other harmful traditional practices. Its Article 5 requires State Parties to prohibit and condemn all forms of female genital mutilation through legislative measures enforced by sanctions.

<sup>3</sup> As of the writing of the proposal, Yemen has been declared a level 3 emergency and the situation is being monitored daily. Yemen was identified and included in the Joint Programme in 2013 prior to the increased conflict conditions. While the conflict has affected implementation in the near-term, UNFPA and UNICEF are committed to long-term cooperation to Yemen and has committed to include it in this programme through 2017. Given the longer term horizon of the programme, the Joint Programme is continuing to advise and provide support to the efforts that are still being managed on the ground by NGO partners. As the situation evolves, the global team will assess the feasibility of continued active engagement of the country in the global framework.



Over the last years, there has been a significant political commitment and a widespread agreement at international level on the need to intensify efforts toward the elimination of the practice. This translated into numerous resolutions taken at African Union and United Nations levels:

- An AU decision (2011) denounced FGM as a violation of human rights of women and girls in Africa, recalled the African Charter on Human and Peoples' Rights and the Maputo Protocol;
- Under the leadership of the African group and with strong EU support, the General Assembly of the United Nations (UNGA) adopted a landmark resolution in 2012: ("Intensifying global efforts for the elimination of female genital mutilations"), which calls for a common coordinated approach promoting positive social change at community, national, regional and international levels and calling for the international community to strongly support a second phase of the UNFPA-UNICEF Joint Programme (first phase 2008-2013);
- A follow-up declaration by the African group in the UN Human Rights Council in June 2013, supported by EU Member States, focused on the challenges to be addressed to achieve zero tolerance for FGM
- The 57<sup>th</sup> UN Commission on the Status of Women (March 2013) focused on preventing and responding to violence against women and girls and further drew attention to actions to end FGM.
- A second resolution 69/150 adopted in December 2014 during the 69<sup>th</sup> session of the General Assembly of the United Nations. The resolution reiterates the need to support the UNFPA-UNICEF Joint Programme on FGM/C Phase II.
- Most recently, FGM has been included in the Sustainable Development Goals under Target 5.3 which calls for member states to '*eliminate all harmful practices, such as child, early and forced marriage and female genital mutilations*'.

A partnership strategy was developed in 2013 among the AUC, the ACERWC, the UN Economic Commission for Africa (UNECA), UNICEF and UNFPA and the Inter-African Committee on Traditional Practices towards the Elimination of all Harmful Social and Cultural Practices. The objectives included 1) to encourage AU Member States to review and strengthen existing policies and programs aimed at the elimination of HTPs in general and FGM in particular; 2) to encourage AU Member States to pass and enforce enabling legislation to protect women particularly girls and children as well as implement and domesticate relevant Africa and international commitments including the UNGA Resolution on FGM; 3) to ensure evidence based information and action oriented research to further strengthen action and monitor its impact; 4) and to support the development and utilization of efficient and reliable M&E systems on the elimination of HTPs, particularly FGM and early marriage at the national level in order to track progress made by the Member States.

At the level of the countries where the practice is most common, political commitment has increased with five new national laws on FGM being passed in Joint Programme countries (Guinea Bissau, Kenya, Uganda, Nigeria and The Gambia) and in Sudan several State laws were established. In addition, 19 African countries (including 15 countries supported by the JP) adopted national policies and plans to eliminate the practice.

Addressing the issue of medicalization is one of the focus areas for the joint programme with various interventions cutting across all the three outcome areas of the programme. From the policy/legal aspect, it will be addressed in outcome 1 while capacity building and engagement with health care providers will be addressed under outcome 2. Engaging the health care providers, as trusted source of information to the community, and sensitizing communities that FGM cannot be performed by health care providers will fall under the interventions for outcome 3. Hence, interventions addressing medicalization are systematically integrated in all the outcomes for maximum impact.

In 2014-2015, the Joint Programme collaborated with the UNFPA midwifery programme to develop a toolkit, and an e-learning capacity development and advocacy tool available on-line and offline. In all Joint Programme supported countries, a partnership has been established with the association of midwives and the association of OBGYN. Plan of actions from these networks are being funded by the JP. The same partnership has been developed at global level with the Federation of Midwives associations and FIGO. The Joint Programme also collaborates with WHO in building the capacity of medical staff to prevent FGM/C and care for girls and women that suffer its consequences. With the support from the Joint Programme, WHO recently completed a set of new guidelines to improve care for millions living with female genital mutilation. The guidelines also warn against the so called “medicalization” of FGM as a means to reduce harm.

Many countries now have adequate health policies that address FGM. In some countries, the integration of FGM prevention and care into antenatal and neonatal services has been prioritized. In all countries supported by the Joint Programme, health workers have participated in training to understand the consequences of FGM and, in many cases, treat medical complications that arise from it. More than 100,000 doctors, midwives and nurses have participated in training on integrating FGM prevention, response and care into their services, and during 2008-2013, more than 5,500 health facilities integrated FGM in their antenatal and postnatal care. This has contributed to improved capacities for FGM-related prevention, response and tracking in the health sector. Progress has also been made in integrating prevention activities into school curricula.

Educational activities and community dialogues created a non-threatening space where people could re-evaluate their own beliefs and values regarding FGM. More than 250,000 community education sessions were held between 2008 and 2013 in the programme countries. Nearly 21,000 religious and traditional leaders made public declarations delinking FGM from religion, and more than 2,800 edicts were issued in support of abandoning the practice. The Joint Programme and its implementing partners also engaged with traditional leaders, such as community elders, to secure their support. In Burkina Faso, Egypt, Kenya and Mali, these activities were complemented by home visits, counselling, theatre/films and an alternative rite of passage for girls.

A broad strategy used in all countries consisted in facilitating collective discussions that explored issues relating to health and led to public declarations of collective commitment to abandon FGM abandonment. They incorporated a range of processes for community engagement,



education and outreach. About 15,000 communities, representing more than 17 million people across the 15 countries, made public declarations to abandon FGM. Programme monitoring and experiences indicate that where they co-existed, FGM and child marriage were being addressed simultaneously at the community level and in the discussions about gender equality. More than 26,000 newspaper articles and television/radio programmes discussed the benefits of ending the practice, and helped shape the ongoing public discourse on FGM.

The conclusions of the evaluation of the Programme carried out in 2013 are as follows:

- The design of the Joint Programme showed significant strengths, including its emphasis on pursuing a holistic and culturally sensitive approach to addressing FGM, and its emphasis on addressing global, national, and local levels simultaneously. At the same time UNFPA and UNICEF faced some challenges in operationalizing this design, especially in relation to the envisaged regional dimension.
- The Programme is based on a theory of change, but knowledge and evidence gaps remain as regards the assumed transition from changes in FGM-related social norms to visible changes in individual and collective behaviours and, eventually, changes in FGM prevalence;
- Varying degrees of progress have been made in the different countries. In all programming countries, the Programme contributed to strengthening legal and policy frameworks at national and sub-national levels (national policy and legislation on FGM was extended to cover 12 of the 15 countries, services were strengthened to offer prevention of FGM, protection against FGM, care and justice to victims); awareness and knowledge of FGM of national actors and community members was improved and community leaders and members are increasingly committed to the abandonment of FGM abandonment with noticeable changes in the public discourse.

The findings of the evaluation pointed out that the Phase 1 of the Programme did not strongly contribute to nor draw on continental, regional and sub-regional dynamics favouring the elimination of FGM, despite the existence of relevant continental norms and obligations.

This was partly because a sufficient degree of national commitment to end the practice needed to be assured before continental, regional and sub-regional strategies could be developed.

In addition, the mixed results of previous projects indicated that in order to eliminate FGM at continental level, it is necessary to adopt a holistic response grounded in the relevant regional human rights instruments. The “Harmful Traditional Practices” framework placed under the Culture Division of the Department of Social Affairs of the AUC in 2011 address FGM as a cultural issue with Ministries of Culture as national counterparts. A way forward will be to integrate this approach into the multisectoral national coordination mechanism to eliminate FGM and Child Marriage chaired by the Ministry of Gender, which includes human rights institutions.

### **3 Objective and expected outcome**

The **overall objective** of the JP is to contribute to the complete abandonment of female genital mutilation (FGM), a violation of girls and women rights.

The specific objective is to contribute to:







- An estimated 10% reduction of the practice among girls aged 0-14 years<sup>4</sup> in at least 5 countries of the 8 acceleration countries<sup>5</sup>. However, all the 17 countries will receive funds and technical support to improve their programming for the elimination of the practices, and conduct regular monitoring and reports.
- Countries without legal and policy frameworks will expand efforts to put in place legal protections.

All 17 countries, in cooperation with government and civil society, will work towards the three outcomes below:

1. Programme countries enact legal and policy frameworks for eliminating FGM which are appropriately resourced and implemented (in line with AU and UN Resolutions),
2. Service providers provide timely, appropriate and quality services to girls and women at risk of or having experienced FGM in selected districts in programme countries,
3. A majority of individuals, families and communities in programme areas accept the norm of keeping the girls intact, without FGM.

## 4 Intervention logic

The Joint Programme purports to contribute to the final impact of reducing the prevalence of FGM in 17 countries. It does so through comprehensive and coordinated inputs by UNFPA and UNICEF to national processes. By successfully delivering these inputs and obtaining the planned outputs, the Joint Programme is likely to achieve the expected outcomes by the end of 2017.

UNFPA and UNICEF expect that the process of change will unfold at different paces and according to countries' different starting points: "Accelerating", and "Emerging". A "Theory of Change" depiction of the programme logic is presented here to further clarify the causal linkages embedded in the approach. It is important to emphasize that the exact combination and mix of strategies will depend on the country's enabling environment, service deliver capacities, state of social norms change and available resources. The sequencing of the implementation of various strategies will be further elaborated in annual work plans.

### Stakeholder analysis

<sup>4</sup> This will contribute to the global goal set out in the United Nations Joint Statement (2008) and recalled in the UNGA resolution (2012 and 2014) to eliminate FGM in one generation. Given the time lag in data collection and the characteristics of the practice, it is unlikely that this reduction in prevalence will appear in the data before the 2015-2020 rounds of Demographic and Health Surveys and Multiple Indicator Cluster Surveys. The Joint Programme is implementing community and services intervention in targeted areas. Therefore expected changes at community level should be more visible in those districts.

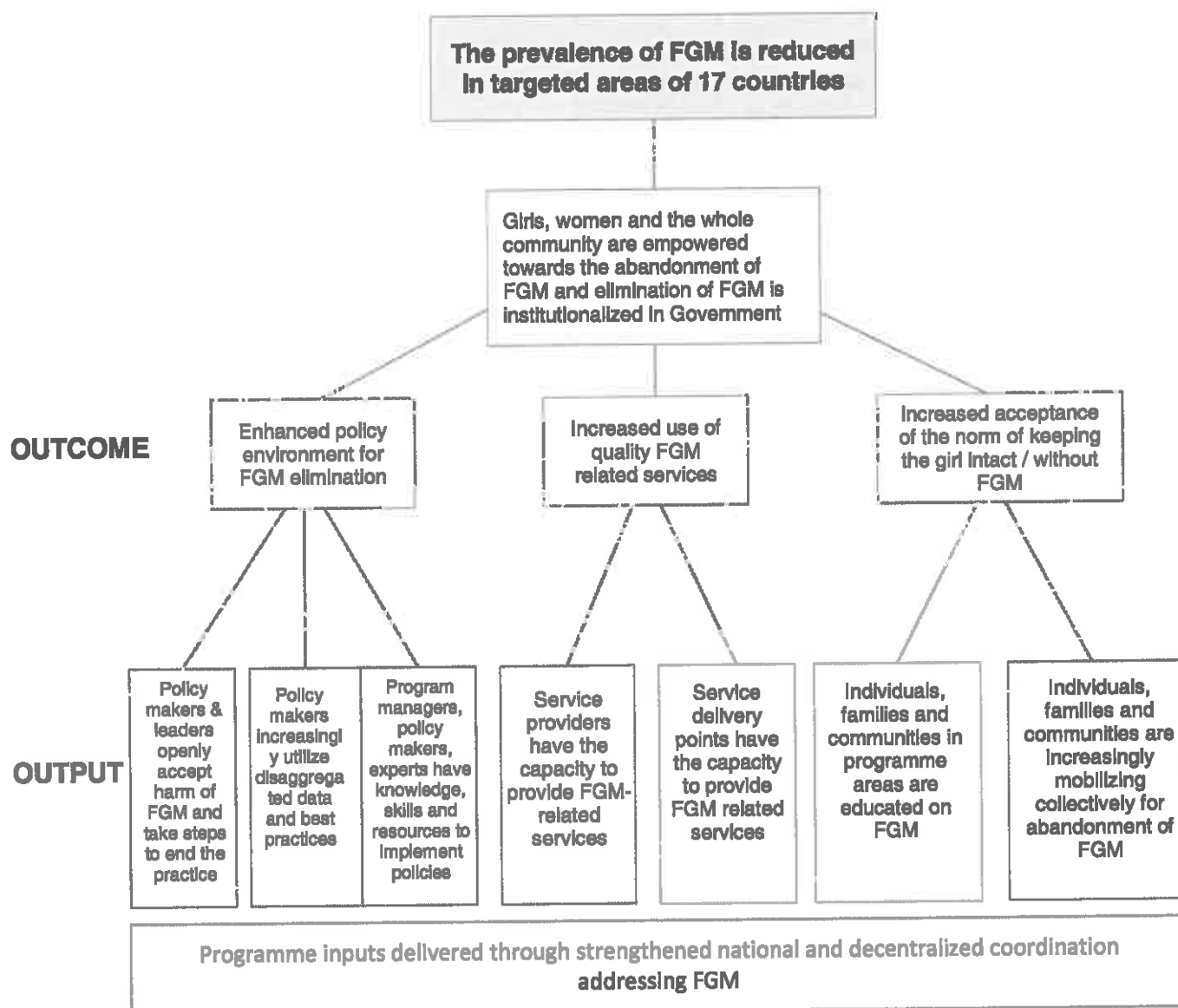
<sup>5</sup> These correspond to 5 among the 7 countries where an acceleration of FGM is deemed probable.



The **target groups** of the Joint Programme are the Governments at both national and sub-national level, academic institutions, international and national NGOs, community-based organizations, religious leaders and faith-based organizations and the media. Through this JP, target groups will extend to regional and continental organizations, notably the AU Commission, the ACHPR and the ACERWC.

The **final beneficiaries** of the JP are the girls and young women who could become or have already been subjected to female genital mutilation. It is estimated that between 6 to 8 million girls and their families and communities can be reached in ways that are supportive of girls' empowerment, education, sexual and reproductive health, human rights and skill acquisition, all of which helps to prevent FGM.

The JP partners with government and local non-governmental organizations (NGOs) to stimulate national movements for positive change. The JP will strengthen its initiatives with civil society organizations and faith-based organizations to promote grassroots results and expand linkages with the diaspora NGOs in Europe.



## 5 Main activities

The Joint Programme will support actions on each level of intervention: community, national, regional and global levels. Proposed activities include the continuation of *existing* initiatives of the Joint Programme at national and community level and the launch of *new* initiatives at the Pan-African level and with NGOs across countries to strengthen their linkages to the Diaspora.

The Joint Programme develops two-year detailed work plans to operationalize the Joint Programme strategy as laid out in the Phase 2 proposal, which align to UNFPA and UNICEF Country Programme Documents, and subsequently the UNDAF, addressing the areas of child protection, gender and harmful practices. Along the same lines as the country programme's



alignment to Government priorities, the Joint Programme work plans provide aligned financial and technical support to the National Strategies and Plans of Action of Governments to progress toward the total elimination of FGM. UNFPA and UNICEF also play an important role in convening and facilitating exchange of information through national coordination mechanisms, sub-national coordination forums and in UN forums.

The below listed activities provide an indicative description of the types of activities that will be pursued by country offices, local/national, regional and international NGOs and FBOs through the Joint Programme support, as further described in the Joint Programme Phase 2 proposal and further elaborated in country and regional work plans that are proposed by countries, reviewed and consolidated by the global coordination team, and approved by the Joint Programme Steering Committee at the annual meetings in January each year, which the EU will become part of.

*i) At country and community level:*

The Programme will continue to support the design, implementation and monitoring of national strategies based on a comprehensive and holistic approach.

1. Assisting the 17 African governments supported by the programme in the development and implementation of National Strategies and Programmes, including at grassroots level, to prevent, protect and provide care on FGM related issues, in line with the Maputo Protocol and its new Plan of Action 2016–2030 for SRHR currently being approved;
2. Strengthening the legal environment in countries with no established legal measures against the practice of FGM through evidenced based political dialogue and awareness-raising actions and by providing lawmakers with the necessary tools to develop FGM legislation grounded in human rights and support the enforcement of legislation in countries with a legal system;
3. Providing support to Member States in developing their periodic reports to the AU organs, to the SDGs and to other resolutions (UNGASS, Human Right Council, Maputo protocol) on progress towards the elimination of FGM;
4. Efforts to engage leaders, families, and girls themselves with information and skills to resist FGM practices in their communities and families;
5. Increasing the capacity of service providers to prevent FGM, protect girls and provide care to girls and women that have been subjected to FGM;
6. Support strengthening of sexual and reproductive health services and actively engage health providers to promote abandonment of FGM and curb medicalization practices in their own facilities, and sensitize communities at large
7. Supporting a variety of strategies to increase social acceptance at community and national level for eliminating the norm of FGM including in particular engagement from religious authorities and community/traditional leaders to promote the elimination of the practice;
8. Accompanying and developing partnership with experienced and successful NGOs and FBOs in the implementation of their interventions with technical support on programme design (social norms training), monitoring and evaluation systems, and financial/budget



tracking. Also support documenting the best practices by NGOs and other actors for knowledge sharing and replication based on local context in different countries.

The Joint Programme will continue to support the design, implementation and monitoring of national strategies based on an approach that is comprehensive and holistic. It will provide technical assistance to inform the adoption of a mix of multisectoral interventions specific to the context of each country to accelerate positive change toward a social norm of not cutting one's daughters and provide services to victims. Reflected through the Joint Programme outputs, the focus of national and local strategies will be on the promotion and application of reformed laws and policies criminalizing FGM, on institutionalizing the response, on strengthening health, judiciary/legal and protection services and on the shift in social norms among groups to uphold the rights of girls and increase gender equality. This will entail collective strategies to push social expectations away from cutting toward non-cutting. The programme will continue to nurture and expand the engagement of influential and respected individuals and to amplify their voices calling for the elimination of FGM through the use of multiple channels of communication.

Recognizing that each country is at a different level of progress in addressing harmful practices and gender equality, it is important to ensure flexibility in applying the comprehensive approach to specific contexts. Therefore, each country will be encouraged to analyse their current situation and identify the critical elements needed to stimulate institutional and social change in their context.

#### **a. Legal and policy reform: implementation and accountability**

Over the past six years, countries participating in the Joint Programme have made significant progress in legal and policy reforms to support the abandonment of FGM.

The Joint Programme will focus on the linkages between national and decentralized levels in the application of the law, including how the law can be a useful tool for NGOs promoting positive social change at the community level towards the abandonment of FGM. Countries will be encouraged to strengthen the capacities of security agents and to develop local surveillance systems. Accountability mechanisms will be developed and reporting to national human rights protection systems strengthened. The Joint Programme will also continue to provide financial and technical support to the Government's coordination mechanisms.

Based on lessons learned in Phase 1, the Joint Programme will continue to help strengthen the legal environment in countries with no established legal measures against the practice of FGM through evidence based political dialogue and awareness-raising actions by providing lawmakers with the necessary tools to develop FGM legislation grounded in human rights. Obligations and commitments made by these countries through treaties and non-binding documents, such as ICPD, Beijing Plan of Action, resolutions, recommendations, guidelines, and principles provide platforms for this work. Social accountability mechanisms will be strengthened with a view to developing the capacities of civil society organizations to monitor public policies and budgets in order to advocate for social changes and assist aggrieved individuals to claim their rights.

### State and national policies related to FGM, by country

Country	National legislation banning FGM	Legislation at the state level banning FGM	Policies that support the elimination of FGM	Policy measures across countries or institutions to eliminate FGM at regional level
Burkina Faso	Yes		Yes	Yes
Djibouti	Yes		Yes	No
Egypt	Yes		Yes	No
Eritrea	Yes		Yes	No
Ethiopia	Yes		Yes	Yes
Gambia	Yes		Yes	Yes
Guinea	Yes		Yes	No
Guinea-Bissau	Yes		Yes	No
Kenya	Yes		Yes	Yes
Mali	No		Yes	Yes
Mauritania	Yes (Mauritania legislation needs strengthening)		Yes	Yes
Nigeria	Yes		Yes	Yes
Senegal	Yes		Yes	Yes
Somalia	No		Yes	No
Sudan		Yes (Outlawed in 5 states)	Yes	Yes
Uganda	Yes		Yes	Yes
Yemen	No		Yes	Yes

### b. Activities to provide girls and women with national and decentralized services

The Joint Programme will conduct expanded work to strengthen systems that deliver services to women and girls. These include prevention services and services to respond to the health and psychological needs of girls and women living with FGM.

The main activities conducted at country level under this area will be:

1. Mapping of relevant services – legal aid, child welfare, education, health services (especially adolescent SHR), GBV services, etc.
2. Assessing the capacity of delivery, reach and scope of services in the informal and formal sector.
3. Development or refinement (where existing) of specific protocols to address health, psychological, social and legal consequences of FGM.
4. Training of service providers on protocols.
5. Continuous monitoring of reach, quality and bottlenecks in service delivery.
6. Establishing and strengthening of referral mechanisms.

Regarding SRH services, the JP will ensure that the needs of girl and women affected by FGM are addressed and gender-responsiveness increased in the provision of SRH and HIV/AIDS services by both formal government systems and by community health workers and NGOs. Activities in this area will include the institutionalization of FGM within UNFPA Sexual and Reproductive Health programmes, including enhancement of monitoring and reporting frameworks.

#### **c. Increasing social support for ending FGM**

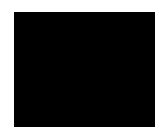
Recognizing the role of social expectations within communities of shared ethnic and cultural heritage in perpetuating the practice of FGM, Phase 2 will continue to pursue a variety of strategies to increase social support at community and national level for eliminating FGM and other discriminatory harmful practices:

1. Non-formal education in communities implemented by NGOs and FBOs
2. Community dialogues between families and community and religious leaders, midwives, circumcisers, men, women and adolescents about the importance of human rights and respect for girls
3. Social mobilisation and communication initiatives to amplify discussions and change processes
4. Engagement with local authorities and local development committees in charge of local resources for service delivery and support to families. Advocacy to allocate budgets to efforts to end FGM and provide care for survivors.

#### **d. Empowerment of girls, adolescents and women**

While Phase 1 included broad investments in the empowerment of girls and women, Phase 2 will further intensify these activities and scale them to reach more girls, adolescents, and women. These will include:

1. Adolescent and adult non-formal education programming, including human rights, life-skills, and health.
2. Building confidence and creating safe spaces for learning and discussion.
3. Providing information and connections to legal, social welfare and health services that they may use to care for their needs.



4. Giving girls and women voice by providing them communications tools and a platform for disseminating their experiences using social media.
5. Grandmothers and mothers in intergenerational dialogue with adolescents. Their role is particularly important both because older women tend to be the custodians of cultural practices such as FGM and child marriage and because girls and younger women tend to support these practices to a lower degree than the older generations.
6. Alternative rites of passage for cultural acceptability, non-cut girls or graduates become the role model and example of positive social norms change.
7. Girls and women who have already been subjected to FGM will be given the safe space to learn, discuss and access services, as appropriate for their physical and psychological needs.

#### **e. Engaging boys and men**

For the Joint Programme's efforts to sustainably influence social norms, boys and men must be engaged in discussions and collective decisions that promote the respect for the human rights of girls and women.

Activities undertaken at sub-national level will therefore seek to engage entire communities including the boys and men. As holders of power, influence and decision-making, men in particular will be engaged to play a positive role toward the end of these practices that are often carried out in the belief that men require it. Programme activities will take into account the recent analysis of data on FGM showing that in about half of the countries where FGM is prevalent, men outnumber women in their opposition to the continuation of the practice. In addition, girls and women consistently overestimate boys and men's support for the practice. The visible engagement of men will also be sought in national level activities.

#### **f. Multi-channel communications initiatives**

Communication efforts will link all of the components to ensure a cohesive and sustained stream of information about FGM and actions led by communities into the national conversation as well as regional and international conversations. Given the emergence of multiple possible channels of dissemination, communication has the potential to reach millions of families not only with new information about human rights and the harms of FGM and child marriage, but also to spread across the entire country the voices of communities, women and leaders who have publicly declared their support for ending harmful practices.

Communications initiatives will expand nationally and further link the programme countries and their worldwide diaspora in order to reinforce a wider geographic movement toward the elimination of FGM. The campaigns should have mutually reinforcing local and national components, and engage with news media and new forums such as websites and social media increasingly used by young people and influential groups in programme countries and at continental and regional levels.

Efforts will be done to strengthen data collection at national level and dissemination at regional level through the AUC.



## *ii) At regional level*

At the regional level in Africa, UNFPA and UNICEF have recognized the importance of stimulating cross-border dynamics, South-South cooperation and regional dynamics since the establishment of the first phase in 2008. Throughout phase 1, the emphasis of countries focused on largely national priorities while regional offices of the agencies played a limited role in view of limited capacities. Therefore, in 2014 the Joint Programme intentionally expanded its investments in the Africa regional offices, starting with a seed funding to West and Central Africa regional offices to build up capacity and expand exploratory work with promoting cross-border collaborations and more formal cooperation with regional institutions.

At African continental level, current opportunities are also providing a particular rallying point for this work.

- The African Union's MidTerm Status Update Report of the African Women's Decade (AWD) adopted in 2010 by the African Union Head of States and Government to enhance the implementation of regional and international commitments on gender equality and women's empowerment and to enhance grassroots approaches to development.
- The Kigali Declaration of the 3rd African Union High Level Panel on Gender Equality and Women's Empowerment under the theme "The Contributions of Maputo Protocol on Women's Rights in Achieving Gender Equality in Africa: Stocktaking, Opportunities and Accountability".

A concerted effort across all levels will be made to support and emphasize ownership and accountability. In addition to the Africa Union and RECs, collaboration will be explored also with the Organization of the Islamic Cooperation and other relevant human rights networks in the region.

Preliminary meetings with the AUC and partners show a commitment to reinforce the elimination of FGM at continental level. The Joint Programme coordination team will continue to undertake assessment and planning activities that will enable the development of more robust modalities of collaboration with the AUC and AU Member States, as well as with other regional partners. The Joint Programme will continue to engage with the AUC and partners to assess existing capacity, existing platforms and mechanisms for collaboration, existing modalities for establishment and perusal of joint goals and objectives with AU Member States, and existing opportunities for ensuring sustainability of commitment and action of Member States to end FGM. It will thus be in a position to both build on existing strengths as well as identify priority areas of collaboration that will inform the joint workplan.

The below listed activities provided indicative description of the types of activities that will be pursued by global and regional offices through the Joint Programme support to increase regional effectiveness and accountability:



1. Engage with the AU Human Rights System (the African Commission on Human and Peoples' Rights and the African Committee on the Rights and Welfare of the Child) for advocacy and reporting on FGM;
2. Strengthen the AU bodies capacities in i) monitoring the progress in the abandonment of FGM in the countries involved in the programme and in ii) ensuring the fulfilment of reporting obligations of Member States with respect to the Maputo Protocol;
  2. Advocate for the adoption and implementation of the AU Maputo Plan of Action 2016–2030 for the Operationalisation of the Continental Policy Framework for Sexual and Reproductive Health and Rights;
  3. Encourage high level leaders statements on FGM during AU conferences that will be widely disseminated through the media;
  4. Increase knowledge sharing and awareness among continental, regional, national and local stakeholders on i) risks related to FGM and harmful practices, and ii) evidenced-based approaches to address FGM, to monitor and report on it in order to encourage change leading to the abandonment of the practice;
  5. Producing and publishing comprehensive and timely regional knowledge products while engaging more with AU Member States and RECs through more research and policy analysis work, hands-on capacity building using the tools developed; tailored technical support and advisory services;
  6. Encourage cross borders partnership and south-to-south cooperation among AU Member States. This include the development of cross borders actions between countries sharing ethnic connections; Triangular cooperation with international media and diaspora communities; working group of Ministries (Health, Religion, Promotion of Women) across borders;
  7. Organize special technical assistance missions in countries to support their effort to accelerate the elimination of FGM. The missions will be composed of representatives of the AUC, the Special Rapporteur on Rights of women and other partners;
  8. Support high level advocacy events on FGM during the AU summits, other important meetings and during the International day zero tolerance to FGM;
  9. Engage the Committee of Representatives of African ambassadors to the African Union (COREP) in the review of achievements and challenges towards the elimination of FGM.
  10. Engagement with continental and regional parliamentarians networks to improve regional institutions accountability mechanisms.
  11. Engage with ACHPR and ACERWC to request more accountability from Member States.

The Joint Programme will continue to collaborate with and galvanize the support of civil society, including pan-African and international NGOs for strategic planning and synergistic interventions in geographic areas with the same ethnic groups living in cross-border communities.

### ***iii) At global level***

The focus at global level will be on ensuring political commitment and sustainability and on the provision of technical assistance to countries and regions, devoting attention also to promoting the dissemination and up-take of programmatic innovation and positive lessons learned through the programme in and beyond the countries directly covered by the Joint Programme.

Indicative activities will include:

- Establishing and leading with the UN regional offices the collaboration with the African Union and RECs.
- Technical exchanges between governments and NGOs working with the diaspora from countries of practicing communities will encourage the dissemination of the knowledge and experience beyond the regions directly covered by the programme.
- The Global level is also responsible to influence inter-governmental processes, ensure that FGM stay as a priority international agenda, partner with international media and development partners, including other UN agencies.
- Reporting to treaty bodies such as CEDAW and CRC committees, to the Human Right Council and the Secretary-General's report to the UN General Assembly on FGM are among the Global level responsibility;
- Establishing new partnership is a key elements of success that the global level will pursue for all levels.
- Mobilizing and raising funds for the elimination of FGM will be accelerated.

#### **a. Capacity strengthening**

The structures put in place during Phase I to improve the capacity of all actors to address FGM using a holistic approach will be strengthened to facilitate regular South-South and South-North exchange, cooperation and joint learning. In addition to the regular annual consultation that provides forum for peer review and joint learning among all programme countries, greater investments will be undertaken in capacity building of government and civil society organisations in programming, documenting and tracking results through development of tools, capacity building workshops and use of mechanisms of virtual communication, including technical exchanges and peer reviews organized through webinars and other internet-based mechanisms.

#### **b. Research and partnership with academic institutions**

The collaboration with academic institutions will continue in Phase II by promoting research initiatives in the area of social norms. The JP aims to collaborate with the research consortium on FGM research led by the Population Council, which is set up and funded by DFID and will also continue its partnership with the Africa Coordinating Centre for the Abandonment of FGM/C (ACCAF) in Kenya and other institutions, based on their comparative advantage and areas of excellence.

This approach capitalizes on continental, regional and sub-regional opportunities and it will be pursued rigorously to ensure efforts are well articulated across all levels, linking the evidence base being generated at community and national level with political advocacy for sustainable change and commitment to FGM at higher levels.

## **6 Governance Structure and Programme Administration**



The governance and programme modalities of Phase II will fundamentally reflect those of Phase I, characterized by UNFPA and UNICEF co-management at global, regional and country levels:

- Global and country plans of action will be developed jointly by the UNFPA and UNICEF offices with government and other relevant partners, with each agency accountable for their respective share of the programme in line with a national strategic framework;
- Technical and management oversight will be provided from NYHQ through a full-time Programme Coordinator (P5), supported by a full-time Technical Specialist (P3) a Admin/Research/Finance Associate (G6) located at UNFPA and a Programme Specialist (P3) for communication and monitoring and evaluation responsibilities located at UNICEF. Their responsibilities include the strategic vision for the programme, developing strategic partnership, administration and financial management, partnership, knowledge management of the joint programme, encompassing the production of annual reports, conference reports, best practices, brochures, dissemination of relevant material to regional, sub-regional and country offices; capacity development and technical assistance to regional and country offices. Activities will be undertaken in collaboration with the UNICEF Senior Child Protection Specialist and the UNFPA Chief of the Gender Human Rights and Culture Branch. The Finance Specialist in the UNFPA Brussels Office will be involved in all tasks related to the contractual and financial management, monitoring and accounting and financial reporting of the project. With the steering committee approval, a Data specialist will be recruited for the day to day collection and management of the information.

As noted by the Joint Evaluation, during Phase I, this management structure proved efficient for overall programme performance, as well as inter-agency coordination both globally and at country level and has enabled strong coordination, integration and synergies between global efforts and country-level activities. The arrangement allows for the dissemination of programme guidance incorporating the latest advances in research. The technical assistance provided by HQ in collaboration with regional offices has supported country offices to incorporate programmatic advances into work plans and national strategies for the abandonment of FGM.

The Joint Programme will continue to use the so-called pass-through fund management mechanism. In this way, the agencies will be jointly working towards a common goal and from a common results framework that is clearly defined. UNFPA will continue to be the Administrative Agent (AA) and as such will be responsible for the following:

- Negotiating and signing a Standard Administrative Arrangement with donors contributing to the Joint Programme;
- Receiving contributions and disbursing funds to UNICEF, in accordance with annual work plans, budget availability and decisions of the Joint Programme Steering Committee;
- Preparing consolidated narrative progress and financial reports, incorporating content of reports submitted by UNICEF, and submitting them to the Steering Committee.
- In line with UN Development Group guidance and procedures on UN joint programmes, the pass-through fund management structure is subject to the following fees and indirect costs:



- As Administrative Agent, UNFPA will be reimbursed for coordination/management costs related to funds received into the Joint Programme Account;
- As participating agencies, UNFPA and UNICEF will recover 7% indirect costs against expenses incurred under their components.

At Headquarters level, a Steering Committee composed of UNICEF, UNFPA and donors that are contributing to the programme will meet at least once a year.

The role of the Steering Committee is to:

- Facilitate the effective and efficient collaboration between participating UN Agencies and donors for the implementation of the joint programme;
- Review and approve the Joint Programme Document, including M&E framework & implementation plan, and any subsequent revisions;
- Approve the joint work plan and consolidated budget on an annual basis;
- Instruct the Administrative Agent to disburse funds, as per the approved budget;
- Review the implementation of the Joint Programme;
- Review and approve consolidated financial and narrative reports;
- Review evaluation findings related to impact and effectiveness of the Joint Programme for appropriate communication and future planning;
- Support advocacy and resource mobilization efforts.

In the programme countries, UNFPA and UNICEF Country staff will develop a plan of action in line with respective comparative advantages of each agency which will serve as the basis for budget allocations. Approval of country-specific allocations will be made by the Steering Committee based on consolidated UNICEF and UNFPA work plans agreed at country level and based on fund availability. Regional Offices will develop a plan of action to support regional and country efforts.

NGOs and INGOs will be eligible to apply for funds within the framework of the programme. NGOs and INGOs may have their own administrative and operational support costs. Such costs are reported as part of programme expenditures. The NGOs and INGOs can receive funding through either UNFPA or UNICEF at country, regional or global level.

### **Accountability**

Accountability rests with the implementing unit (CO, RO or global implementing partner). UNFPA and UNICEF Country Representatives will be responsible for the implementation of the programme country activities (under the system of the Resident Coordinator). Upon transfer of funds to each agency country office, the Country Representatives will be accountable for the overall programmatic and financial management within that country.

### **Work planning**

- Each programme country will submit a joint agency work plan and budget. Work plans will be reviewed by the coordination team, feedback provided and resubmitted if necessary;





- Global, regional and sub-regional partners, including INGOs and other UN agencies will submit annual work plans for approval to the coordination team;
- A Global Annual Work plan will be submitted to the Steering Committee for review and approval.

### **Monitoring and reporting**

- The programmatic and financial performance will be monitored closely during the year; field visits by the Coordinator or relevant HQ and RO staff; virtual meetings and annual consultations;
- Annual reporting, including both narrative and financial will be submitted jointly by each programme country, regional offices and other UN agencies;
- INGOs will provide quarterly financial statements and progress reports to UNFPA coordination;
- A comprehensive consolidated annual report based on the joint annual reports submitted by each programme country will be submitted to the Steering Committee during the second annual meeting.

## **7 Sustainability and Exit Strategy**

By the end of 2017, UNFPA and UNICEF expect that each country will have a comprehensive legal and policy framework in place, including costed and funded national plans of action, whereby governments take the leadership in efforts to eliminate the practice of FGM forever.

In addition, they expect that at least one country can demonstrate that there has been a national commitment to the abandonment of the practice, thus serving as a model for other countries.

UNFPA and UNICEF recognize that there will be unfinished business in the FGM agenda by 2017. While the efforts may or may not continue as a global vertical programme, the agencies will have integrated the work on the practice into Country Programmes and UNDAFs for future work at national level – together and independently – to end FGM. FGM will remain in the global agenda in target 5.3 which calls on member states to eliminate all harmful practices, such as child, early and forced marriage and female genital mutilations.

Finally, it is assumed that through efforts to support, accelerate and strengthen NGOs, CSOs and FBOs efforts that the elimination of FGM will attract increasing levels of ownership, social accountability and resourcing efforts going forward, which will fuel long-term results in terms of the reduction of the practice.

## 8 Logical Framework

The activities, the expected outputs and all the indicators, targets and baselines included in the log-frame matrix are indicative and may be updated during the implementation of the action without an amendment to the financing decision. Baselines listed below reflect the achievements of phase 1 and are a point of departure for phase 2. This framework has been revised to streamline and simplify measures of success, and therefore some targets had to be reset for 2017. The indicative log-frame matrix will evolve during the lifetime of the action: new lines will be added for listing the activities as well as new columns for intermediary targets (milestones) when it is relevant and for reporting purpose on the achievement of results as measured by indicators. The reporting is done through a web platform DevInfo Monitoring. 17 databases and 1 global database are available. Capacity development in M&E and the updating of the databases is a continuous process.

	Intervention logic	Indicators	Baselines (2013)	Targets (2017)	Sources and means of verification
Overall objective: Impact	To eliminate FGM in one generation  Prevalence of FGM is reduced in targeted areas of 17 countries by the end of 2017 in line with UNGA Resolution 69/150	Prevalence rate among girls 0-14 years	UNFPA UNICEF report on FGM 2014 containing data disaggregated at national level	10% decrease in prevalence among girls 0-14 years in at least 5 countries	Demographic and Health Surveys; MICS Country
Specific objective: Outcome 1	Programme countries enact legal and policy frameworks for eliminating FGM which are appropriately resourced and implemented (in line with AU and UN Resolutions)	Number of countries implementing a comprehensive legal and policy framework to address FGM	10 for law 5 for enforcement	15 for law 10 for enforcement	Joint Programme annual reports; Government reports to regional and international monitoring bodies
		Number of countries with budget line to implement legislation and policies to eliminate FGM	5	10 countries have budget lines dedicated to	National Budget

					FGM	
Specific objective: Outcome 2	Service providers provide timely, appropriate and quality services to girls and women at risk of or having experienced FGM in select districts in programme countries	Number of girls and women receiving services related to FGM prevention or response	124,345		1,000,000	Joint Programme annual reports, Government reports, service provision evaluations
Specific objective: Outcome 3	A majority of individuals, families and communities in programme areas accept the norm of keeping the girls intact, without FGM	Number of communities making public declarations of abandonment of FGM	13,760		18,204	Joint Programme annual reports
		Population covered in communities that have declared abandonment of FGM	7 millions		22 millions	Di Monitoring database developed by JP
Output 1.1	AU and policy makers mainstream the commitment to end FGM throughout AUC and Members States	Number of public policy statements (including bills, policies, plans of action) on record by policy makers, politicians, and traditional leaders at continental/regional, national and decentralized levels	15		At least 10 additional per year	Documents of the statements
Output 1.2	AU and policy makers at continental, regional and national levels increasingly utilize disaggregated data and best practices to enforce law and implement evidence based programmes to progressively eliminate FGM	Number of reports available and disseminated to policy makers and leaders on evidence, policy, costing related to programmes (including disaggregated data analysis) and number of periodic reports submitted to the AU	48		6 additional per year	Minutes of policy and coordination meetings AU report
		Number of cases of enforcement of	704		No specific	Police and judicial system



		the FGM law (sub-indicators: # of Arrests, # Cases brought to court, # convictions and sanctions)		targets as either an increase or a decrease of cases can be an indicator of success	reports
Output 1.3	AU and national program managers and experts (continental/ regional, national and local) have capacity to implement policies to end FGM in a coordinated way	Number of programme managers and experts trained in evidenced based programming on FGM (continental/regional, national & local)	2187	6187	Training reports and AU RECs reports
		Number per month of continental/regional, national and decentralized coordination meetings that address efforts to eliminate FGM (or other responsible committees)	112	2000	Meeting minutes
	Service providers have the capacity to provide FGM-related services	Number of service delivery points with at least 1 provider trained by the Joint Programme: a. Prevention services b. Protection services c. Provision of care services	1,862	12,000	Training records MOH mapping
Output 2.2	Service delivery points have the capacity to provide FGM-related services	Number of service delivery points that are applying tools (curricula, modules, guidance, guidelines supervision/case management forms) developed by the Joint Programme	1,323	10000	Service provider registers, personnel profiles, MOH supervision reports
		Number of management information systems reporting FGM	27	60	System reports
Output 3.1	Individuals, families and communities in programme areas are increasingly educated	Proportion of population [girls/boys/women/men] in targeted areas who participate regularly in educational dialogues promoting	New indicator	50% of the programme area population	Reports of implementing partners and monitoring mission reports

	about the harms and norms related to FGM and alternatives to the practice	abandonment of FGM in school, out of school, in adult learning programmes			
Output 3.2	Individuals, families and communities are increasingly mobilizing collectively to abandon FGM (including through cross borders initiatives)	Number per month of community-to-community outreach events in programme areas to expand the abandonment of FGM (including cross borders)	849  At least once a year for cross borders communities	4,000	Reports of implementing partners; meeting minutes/ summaries
		Number per month of outreach events conducted by service providers in the community about prevention, protection and care services	21,923	90,000	Reports of implementing partners; meeting minutes/ summaries
		Number and types of media coverage of FGM elimination efforts (including regional media)	19,806	90,000	Articles, multi-media programmes (radio, TV..)
		Number of consensus-building activities with continental/regional, national, traditional, religious and community leaders towards organizing a public declaration	52,442	80,000	AUC reports, Implementing partner reports

# Annex 1: Prevalence and Attitudes Rates

As seen in the Intervention Logic diagram presented in page 10, out of the 3 outcomes, only one is measurable at national level (Policy reform and budget); the 2 other JP outcomes are expected in targeted areas. Hence, the below table gives an overview of the latest available DHS and MICS data referring to prevalence rates at national level. However, although interventions of the JP ultimately contribute to the reduction of national prevalence rates, results of the JP should only be measured in the targeted areas where it intervenes.

		2012	2013	2014/2015
<b>Results:</b> Prevalence rate among 0-14 year olds in programme countries	Burkina Faso	DHS (2010) 0-14: 13% 10-14: 25% 15-19: 58%		
	Djibouti	0-14: N/A MICS (2006) 15-19: 90%		15-19: DHS (2014) 0-14: 12.3% 10-14: 36% 15-19: 88 % (ever-married) Special DHS 2015: 1-14:14.1% 15-19: 69.6%
	Egypt	DHS (2008) 0-14: 17% 15-19: 81% DHS revised sample		
	Eritrea	(2010) 0-14: 33.2% (2010) 15-19: 69%		
	Ethiopia	Welfare Monitoring Survey (2011) 0-14: DHS 24.4% (2005) 15-19: 62%		

Gambia	DHS (2010) 0-14: 56% 10-14: 72% 15-19: 77%	DHS (2013) 15-19: 76%
Guinea	DHS (2012) 0-14: 45.5% 10-14: 80.1% 15-19: 94%	
Guinea Bissau	0-14: N/A MICS (2010) 15-19: 48%	MICS (2014) 0-14: 29.6% 15-49: 44.9% (15-19 not available yet)
Kenya	0-14: N/A DHS (2008) 15-19: 15%	DHS (2014) 15-19: 11% 0-14: 2.8% 10-14: 6.9%
Mali	0-14: N/A MICS (2010) 15-19: 88%	MICS 2015 0-14: 76.4% 15-49: 82.7% (15-19 not available yet)
Mauritania	MICS (2011) 0-14: 54% 10-14: 61% 15-19: 66%	
Nigeria	MICS (2011) 0-14: 14% 10-14: 24% 15-19: 19%	DHS (2013) 0-14: 16.9% 10-14: 18% 15-19: 15%
Senegal	DHS (2012-2013) 14: 18% DHS (2010-2011) 15-19: 24%	DHS (2014) 0-14: 12.9% 10-14: 17% 15-19: 21%
Somalia	0-14: N/A MICS (2006) 15-19: 97%	
Sudan	SHHS (2010) 0-14: 37% 10-14: 72% 15-19: 84%	MICS 2014 0-14: 31.5% 10-14: 69% 15-19: 81.7%

Uganda	DHS (2011) 0-14: 1% 15-19: 1%		
	National Social Protection Monitoring Survey (2012) 0- 14: 15% DHS 1997 15-19: 19% (ever-married)	DHS 2013 15-19: 16%	
	Achieved		
Source			
Progress reporting will be based on MICS and DHS data expected every 3-5 years from each country and reviewed and made publicly available by UNICEF. 2-5 out of the 17 countries are expected to have new data points every year resulting from the completion of new surveys and the release of the data by government.			
<p>Measurement of social norm change:</p> <p>1) % People believe that other people cut their daughters (males and females).</p> <p>2) % People think others will judge them negatively if they do not cut their daughters (males and females). – 1. &amp; 2.</p> <p>UNDER DEVELOPMENT</p>		2012	2013
	Burkina Faso	(2010) 9%	2014
	Djibouti	(2006) 37%	
	Egypt	(2008) 63% (recalculated to reflect ever married only and be comparable to previous and subsequent surveys)	(2014) 57.8% (ever married only) (2015) 60% (ever married only)
	Eritrea	(2010) 12.2%	
	Ethiopia	(2005) 31%	
	Gambia	(2010) 64%	(2013) 65%
	Guinea	(2012) 75.6%	

Proxy Indicator: % of girls and women 15-49 who support the continuation of FGM/C

Guinea Bissau	(2010) 34%		(2014) 12.8%
Kenya	(2008-2009) 10%		(2014) 6.2%
Mali	(2010) 73%		(2015) 75.2%
Mauritania	(2011) 41%		
Nigeria	(2008) 22%	(2013) 23.1%	
Senegal	(2010-2011) 16.6%		(2014) 15.9%
Somalia	(2006) 65%		
Sudan	(2010) 42%		(2014) 40.9%
Uganda	(2011) 9%		
Yemen	(1997) 41% (ever-married only)		(2013) 18.8%

Source: UNICEF 2016



## **UNFPA-UNICEF Joint Programme on Female Genital Mutilation/Cutting (FGM/C) - Accelerating Change**

### **Synthesis Workplan 2016-2017**

**January 2016**

The programme seeks to contribute to the overall goal as set by the Interagency Statement on Eliminating Female Genital Mutilation<sup>1</sup> and reaffirmed by the United Nations General Assembly Resolution to support governments, communities, and the girls and women concerned towards the abandonment of Female Genital Mutilation. Its contribution also aims to achieve accelerated progress toward Goal 5 of the Sustainable Development Goals, and specifically target 5.3 on eliminating FGM.

#### **PLANNED OUTCOMES**

UNFPA and UNICEF plan to achieve three outcomes:

- Enhanced Policy environment for FGM Elimination
- Increased use of quality services
- Increased acceptance of elimination of the norm of FGM

#### **KEY INTERVENTIONS**

The types of interventions summarized below will be pursued by the Joint Programme at global, regional and country level. The next section highlights main activities envisioned for 2016-17

##### **Enhanced Policy environment for FGM elimination**

- Advocacy at global and national level to raise awareness, gain political support and increased resources dedicated to ending FGM;
- Contribute evidence for advocacy at country, regional and global levels to generate increased investment for the elimination of FGM;
- Advocacy and capacity development for the implementation of existing laws and the institutionalization of policies and programmes;
- Support policy reform in countries without adequate laws and policy to address the elimination of FGM (Mauritania, Mali, Sudan);
- Promote South-South cooperation and exchange of best practices on legislation and policy reform.

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<sup>1</sup> <http://www.who.int/reproductivehealth/publications/fgm/9789241596442/en/>

### **Strengthened Coordination**

- At global and regional level increase leadership to build bridges between African communities and the diaspora
- At country level, strengthen national coordination mechanism for policy development and implementation, capacity development and convening role.
- Develop and sustain decentralized coordination systems at local level to support communities abandonment of FGM

### **Increased Capacity of stakeholders, CSOs/FBOs, networks, SRH and Child protection services**

- Generate data and provide guidance and technical assistance to governments and civil society organizations to use data and evidence for planning, budgeting, financing and implementation of a comprehensive approach to end FGM;
- Strengthen capacity of stakeholders, including, governments, CSOs/FBOs, Country Offices:
  - In understanding social norms to accelerate social change;
  - In human rights protection systems to track the implementation of commitments to eliminate FGM;
  - In the medical guidelines to manage girls and women living with FGM;
  - In monitoring and evaluation and reporting on the JP RBM and the SDGs.
- Strengthen focus on and support to young people by creating and further strengthening partnerships with networks of young people and working with other relevant structures, including within and outside schools.

### **Improved Service delivery to girls and women and the whole community**

- Provide technical assistance (TA) to enhance Service Delivery Points (SDPs) that refers to the facilities (health facilities, schools, non-formal education/literacy centers, legal aid, child protection centers, safe houses, GBV centers, help lines etc.) through situation analysis, system strengthening, training, referral and bridges between services, assessment of girls and women satisfaction;
- Technical assistance to apply international level of standards and norms of care;
- Provide TA to conduct outreach services to all segments of the population including girls, women, boys and men;
- Provide TA for strengthening of management information systems, as well as for planning, programming and management of service delivery.

### **Knowledge Development and Exchange of experience**

- Act as an intellectual leveraging mechanism, collaborate with research consortia to generate increased understanding and tools on social norms and emerging issues, programme evaluation, best practices/lessons learnt and the result-based management to monitor and evaluate progress;
- Document experience on addressing FGM;
- Create and disseminate tools on FGM (technical guidance, guidelines, manual, toolkit, forms).
- Strengthen sub regional, regional and international platform/forum of discussions, exchange of experiences and cooperation including South-South and South-North.



## **PROPOSED SPECIFIC ACTIVITIES FOR 2016-2017**

The majority of these activities are not new and form an integral part of the holistic approach pursued by the Joint Programme that has demonstrated effectiveness in accelerating positive change with respect to the elimination of FGM/C.

### **Global-Level Activities**

- **Support to INGOs and networks**
  - Support to INGOs for the capacity development of media in Africa and for developing a bridge between Africa communities and the diaspora.
- **Increased engagement of the regional institutions and networks specifically the African Union** in collaboration with the agencies' regional offices: Sub-regional analysis and sub-regional Plans of Action; engagement of Regional Economic Communities; engagement of regional networks of parliamentarians and CSOs. **Support the AU in the development of an accountability mechanisms** to strengthen the implementation of the UNGA Resolution on FGM;
- **Advocacy** to increase the visibility on FGM, including: International Day of Zero Tolerance of FGM; CSW; UNGA; International Day of the Girl Child, Conferences, Panels and the Executive Board;
- **Roll-out of several tools to strengthen country capacities**
  - Manual on social norms and the GIZ Generational dialogue manual;
  - Medical guidelines for management of health complications and counselling and care of women and girls with FGM with WHO
  - M&E and Di Monitoring databases and reporting
- **Provide TA to the 17 country offices in support to the regional offices** particularly for scaling up sound interventions and to the strengthening of M&E systems.
- **Support the engagement and mobilization of midwives and medical professional associations** to accelerate the abandonment of FGM by partnering with national, regional and the Federation of Midwives Association;
- **Organize an annual consultation, technical review and field visit:** The consultation will be an opportunity to share knowledge, review programme results and workplan with SC, identify knowledge gaps and build consensus;
- **Generated the global database with nested 17countries:** After the completion of the countries training;
- **Continued support to the Reporting Award on FGM** in partnership with the Guardian.

### **Regional/Sub regional Activities**

- **Technical support to country offices** in the Joint Programme on FGM/C in programme management, data collection and reporting, and knowledge sharing
- **Support CSOs, regional media and countries** reporting and investigation on human rights and other harmful practices, and application of the laws
- **Develop regional advocacy materials** on FGM (de-medicalization, data,...) to influence the AU and RECs; Engage with regional institutions and networks
- **Contribute to knowledge development** on FGM, legal frameworks assessments, Men and boys engagement and evidence for programming

- **Strengthen South-South collaboration, provide support for cross-border initiatives and organize regional consultations and technical reviews on FGM**

## **Illustrative Country Level Activities**

### **Outcome 1:**

- **Policy dialogue, consultative forums and support of national and decentralized coordination mechanisms.** UNFPA and UNICEF COs will continue to support the coordination of interventions. Governments and civil society need to plan, review, exchange experiences and challenges and move forward in a synergetic way. Also field supervision mission to local areas need to be jointly undertaken.
- **Track resources** within the national and counties/regions budgets for more accountability
- **Finalize and disseminate** the Standard Operating Procedures on prosecution of FGM
- **Strengthen** the timely reporting by government to UNGA, CEDAW, CRC, UPR
- **Advocate and support for the implementation of legal instruments where available and promulgation of legislation where it does not exist.** In most countries, building capacity of parliamentarians, judges, medical syndicate and other law enforcement officers will be a key activity to ensure knowledge on the link between FGM/C, human rights and development. It is expected that they, in turn, will advocate for the abandonment of FGM and for the enforcement of existing legal instruments and other national mechanisms.
- **Support public hearings** during the prosecution of perpetrators
- **Develop and sustain** local surveillance system to avoid the occurrence of FGM (local committees, anti-HTPs brigades...)

### **Outcome 2**

- **Strengthen the capacity of service providers to deliver prevention services, protection interventions and care services** through existing service delivery points including child protection systems, social workers, SRH services, violence prevention and response services, legal aid clinics, help lines and other points.
- **Strengthen Service Delivery points for prevention, protection and provision of care:** Assessments, reorganization of services, marketing of services, Records books, referral;
- **Support anti-medicalization** of FGM strategies
- **Protect the sexual and reproductive health of girls and women.** The programme will continue effort under way of implementing the comprehensive approach to SRH using midwives as entry point in partnership with the Ministry of Health and the national associations of Midwives. The linkage with other components of the programme will be strengthened.
- **Strengthen capacity of partners from government and CSOs for monitoring and evaluation.** Institutionalization activities; Investment in the training and supervision of implementing partners to report on the programme indicators
- **Mapping exercise** of villages/communities that abandon publicly/collectively FGM

### **Outcome 3**

- **Further enhance capacity building of government and NGOs** in the scaling up the community work; The use of the manual on social norms and the GIZ Generational Dialogue manual will strengthen GOs and NGOs capacities to educate, increase dialogue, increase the support of the

community towards the abandonment of the practice, encourage public declarations and amplify the community commitment to abandon the practice.

- **Support education and empowerment**, through dialogue, social mobilization, inter-community meetings, public declaration activities.
- **Support the actions of traditional and religious leaders**. In each programme country, solid partnerships have been developed with religious leaders and custodians of traditional customs.
- **Media campaigns emphasizing FGM/C abandonment process in all countries**. UNFPA and UNICEF will continue to support media activities, especially debates, the collection and reporting of human interest stories and the dissemination of public declarations of abandonment. These activities aim to keep FGM on the national, regional and international agenda and promote higher visibility at all levels. As more and more communities and prominent individuals commit to abandoning FGM/C, media channels will be very important to make visible that FGM/C is becoming increasingly unacceptable and unaccepted.

#### **Research and documentation**

- **Several countries will** conduct evaluations and small scale research to better understand the changes in the practice and within the communities, especially those where there is strong resistance to change.
- **Research on social norm measurement** will continue.
- **Documentation of good practices and exchange of experience**. The Joint Programme will systematically document achieved results, lessons learned, challenges, and good practices. The results will be disseminated at national and international levels, allowing both UN agencies continued opportunities to learn and adapt their programming approach accordingly.



## **ANNEX II - General Conditions for PA Grant or Delegation Agreements**

<b>PART I: COMMON PROVISIONS APPLICABLE TO PA GRANT AND DELEGATION AGREEMENTS .....</b>	<b>2</b>
Article 1: Definitions .....	2
Article 2: General obligations .....	3
Article 3: Obligations regarding information and reporting .....	4
Article 4: Liability towards third parties .....	6
Article 5: Conflict of interests .....	7
Article 6: Confidentiality .....	7
Article 7: Data Protection .....	7
Article 8: Communication and visibility .....	7
Article 9: Right to use results and transfer of equipment .....	8
Article 10: Evaluation and monitoring of the Action .....	9
Article 11: Amendment to the Agreement .....	9
Article 12: Suspension .....	10
Article 13: Termination .....	11
Article 14: Applicable law and settlement of disputes .....	12
Article 15: Recovery .....	13
Article 16: Accounts and archiving .....	13
Article 17: Access and financial checks .....	14
Article 18: Eligibility of costs .....	14
Article 19: Payments .....	16
Article 20: Final amount of the EU contribution .....	17
<b>PART II: ADDITIONAL PROVISIONS APPLICABLE ONLY TO DELEGATION AGREEMENTS ....</b>	<b>18</b>
Article 21: Ex-post publication of information on Contractors and Grant Beneficiaries .....	18
Article 22: Contracting and Early Detection and Exclusion System .....	18
<b>PART III: ADDITIONAL PROVISIONS APPLICABLE ONLY TO PA GRANTS .....</b>	<b>19</b>
Article 23: No Profit .....	19
Article 24: Contracting .....	20

## **PART I: Common provisions applicable to PA Grant and Delegation Agreements**

### **Article 1: Definitions**

<b>Action:</b>	the cooperation programme or project partly or wholly financed by the EU, which is carried out by the Organisation as described in Annex I.
<b>Contractor:</b>	a natural or legal person with whom a Procurement Contract has been signed.
<b>CFSP:</b>	Common Foreign and Security Policy of the European Union.
<b>Days:</b>	all references to "days" are to calendar days.
<b>End Date:</b>	the date by which the Agreement ends, i.e. is the moment of the payment of the balance by the Contracting Authority in accordance with Article 19 or when the Organisation repays any amounts paid in excess of the final amount due pursuant to Article 20. If any of the Parties invokes a dispute settlement procedure in accordance with Article 14, the End Date is postponed until the completion of such procedure.
<b>EU External Action:</b>	Action financed under EDF, DCI, ENI, IPA II, INSC, IcSP, PI, EIDHR and their predecessors. All other Actions are Internal Policies.
<b>Final Beneficiary:</b>	a natural or legal person ultimately benefitting from the Action.
<b>Force Majeure:</b>	any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of its obligations under the Agreement, which may not be attributed to error or negligence on either part (or the part of the Grant Beneficiaries, Co-Delegates, Co-Beneficiaries, Affiliated Entities, Contractors, agents or staff), and which could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available cannot be invoked as force majeure, unless they stem directly from a relevant case of force majeure. Labour disputes, strikes or financial problems of the Organisation cannot be invoked as force majeure by the defaulting Party.
<b>Indicator:</b>	the quantitative and/or qualitative factor or variable that provides a simple and reliable means to measure the achievement of the Results of an Action.
<b>Internal Control System:</b>	a process applicable at all levels of management designed to provide reasonable assurance of achieving the following objectives: a) effectiveness, efficiency and economy of operations; b) reliability of reporting; c) safeguarding of assets and information; d) prevention, detection, correction and follow-up of fraud and irregularities; e) adequate management of the risks relating to the legality and regularity of the financial operations, taking into account the multiannual character of programmes as well as the nature of the payments concerned.
<b>Outcome:</b>	the likely or achieved short-term and medium-term effects of an Action's Outputs;
<b>Output:</b>	the products, capital goods and services which result from an Action's activities.
<b>Procurement Contract:</b>	a contract signed between the Organisation, a Co-Beneficiary, Co-Delegatee or an Affiliated Entity and a Contractor under which the Contractor provides services, supplies or works.
<b>Result:</b>	the Output or Outcome of an Action.
<b>Regulations and Rules:</b>	regulations, rules, organisational directives, instructions and other parts of the regulatory framework of the Organisation.
<b>Sound Financial Management:</b>	principle overarching the implementation of this Agreement, namely economy, effectiveness and efficiency (including regarding internal control). The principle of economy requires that resources used in the pursuit of the implementation of the Action shall be made available in due time, in appropriate quantity and quality and at the best price. The principle of effectiveness concerns the attainment of the specific objectives and the achievement of the intended results. The principle of efficiency concerns the best relationship between resources employed and results achieved.

### **Definitions applicable to Delegation Agreements only**

<b>Co-Delegatee:</b>	an entity implementing part of the Action and being a party to the relevant Delegation Agreement together with the Organisation. The Co-Delegates together with the Organisation are referred to as "Delegates".
<b>Early Detection and Exclusion System:</b>	system set up by Regulation (EU, Euratom) No 2015/1929 of 28 October 2015 on the financial rules applicable to the general budget of the Union (OJ L 286/1, 30.10.2015) which includes information on the early detection of risks threatening the EU financial interests, on the cases of exclusion from EU funding of legal and natural persons and on the cases of imposition of financial penalties.
<b>Grant:</b>	a direct financial contribution by way of donation given by the Organisation or Co-Delegatee to finance third parties activities.
<b>Grant Beneficiary:</b>	a natural or legal person to whom a Grant has been awarded. Grant Beneficiaries can sub-grant and procure for the implementation of their activities.
<b>Multi-donor Action:</b>	an Action co-financed by the EU contribution (whether or not earmarked) and other donor(s).

### **Definitions applicable to PA Grant Agreements only**

<b>Affiliated Entity:</b>	an entity having a structural link with the Organisation or a Co-Beneficiary, in particular a legal or capital link, and implementing part of the Action.
<b>Co-Beneficiary:</b>	an entity implementing part of the Action and being a party to the Agreement together with the Organisation. The Organisation signs the Agreement also on behalf of the Co-Beneficiaries.

## **Article 2: General obligations**

### **Implementation of the Action**

- 2.1 The Organisation is responsible for the implementation of the Action described in Annex I of the Agreement, regardless whether the activities are carried out by the Organisation itself, an Affiliated Entity, a Contractor or a Grant Beneficiary. Both Parties will endeavour to strengthen their mutual contacts with a view to foster the exchange of information throughout the implementation of the Action. To this end, the Organisation and the Contracting Authority shall participate in coordination meetings and other jointly organised common activities, and the Organisation shall invite the European Commission to join any donor committee which may be set up in relation to the Action.

### **Responsibility**

- 2.2 The Organisation shall be responsible for the performance of the obligations under this Agreement with a due professional degree of care and diligence, which means that it shall apply the same level of duty and care which it applies in managing its own funds.
- 2.3 Under Delegation Agreements, the Organisation shall have full financial responsibility towards the Contracting Authority for all funds including those unduly paid to or incorrectly used by Contractors or Grant Beneficiaries. The Organisation shall take measures to prevent, detect and correct irregularities and fraud when implementing the Action. To this end, the Organisation shall carry out, in accordance with the principle of proportionality and its positively assessed Regulations and Rules, ex-ante and/or ex-post controls including, where appropriate, on-the-spot checks on representative and/or risk-based samples of transactions, to ensure that the Action financed by the EU is effectively carried out and implemented correctly. The Organisation shall inform the European Commission of irregularities and fraud detected in the management of EU funds and the measures taken. Where funds

have been unduly paid to or incorrectly used by Contractors or Grant Beneficiaries, the Organisation shall take all applicable measures in accordance with its own Regulations and Rules to recover those funds, including, where appropriate, by bringing legal proceedings and by endeavouring to assign claims against its Contractors or Grant Beneficiaries to the Contracting Authority or the European Commission. Where the Organisation has exhausted such measures and the non-recovery is not the result of error or negligence on the part of the Organisation, the Contracting Authority will consider the amounts that could not be recovered from Contractors and/or Grant Beneficiaries as eligible costs of the Action.

#### **Other obligations**

- 2.4 The Organisation undertakes to ensure that the obligations stated in this Agreement under Articles 2.6, 5-Conflict of interests, 7-Data protection, 8-Communication and Visibility, 16-Accounts and archiving and Article 17-Access and financial checks apply, where applicable, to all Contractors and Grant Beneficiaries.
- 2.5 The Organisation shall notify the Contracting Authority and the European Commission without delay of any substantial change in the rules, procedures and systems applied in the implementation of the Action. This obligation concerns in particular (i) substantial changes affecting the pillar assessment undergone by the Organisation or (ii) those which may affect the conditions for eligibility provided for in the applicable legal instruments of the EU. The Parties shall use their best efforts to resolve amicably any issues resulting from such changes. The Contracting Authority reserves the right to adopt or require additional measures in response to such changes. In the event an agreement on such measures or other solutions cannot be reached between the Parties, either Party may terminate the Agreement according to Article 13.3.
- 2.6 The Organisation shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.
- 2.7 Where the European Commission is not the Contracting Authority, it shall not be a party to this Agreement, which shall only confer on it rights and obligations where explicitly stated. This is without prejudice to the European Commission's role in promoting a consistent interpretation of the terms of this Agreement.

### **Article 3: Obligations regarding information and reporting**

#### **General issues**

- 3.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall include in Annex I a work plan at least for the first year of the Implementation Period (or the whole Implementation Period where it is less than one year). The Organisation shall submit to the Contracting Authority progress report(s) and a final report in accordance with the provisions below. These reports shall consist of a narrative part and a financial part.
- 3.2 Every report, whether progress or final, shall provide a complete account of all relevant aspects of the implementation of the Action for the period covered. The report shall describe the implementation of the Action according to the activities envisaged in Annex I as well as the degree of achievement of its Results (Outcomes or Outputs) as measured by corresponding Indicators. The report shall be laid out in such a way as to allow monitoring of the objective(s), the means envisaged and employed. The level of detail in any report shall match that of Annexes I and III.
- 3.3 Where the Action of the Organisation lasts longer than the Implementation Period of this Agreement, the Contracting Authority may request – in addition to the final reports to be submitted under Article 3.8 - the final reports of the Action, once available.
- 3.4 Any alternative or additional reporting requirement shall be set out in the Special Conditions.



- 3.5 The Contracting Authority may request additional information at any time, providing the reasons for that request. Subject to the Organisation's Regulations and Rules, such information shall be supplied within 30 days of receipt of the request. The Organisation may submit a reasoned request to extend the 30-day deadline.
- 3.6 The Organisation shall notify the Contracting Authority without delay on any circumstances likely to adversely affect the implementation and management of the Action or to delay or jeopardise the performance of the activities.

#### **Content of the reports**

- 3.7 The progress report(s) shall directly relate to this Agreement and shall at least include:
- a) summary and context of the Action;
  - b) actual Results: an updated table based on a logical framework matrix including reporting of Results achieved by the Action (Outcomes or Outputs) as measured by their corresponding Indicators, agreed baselines and targets, and relevant data sources;
  - c) activities carried out during the reporting period (i.e. directly related to the Action and described in this Agreement);
  - d) information on the difficulties encountered and measures taken to overcome problems and eventual changes introduced;
  - e) information on the implementation of the Visibility and Communication Plan (Annex VI) and any additional measures taken to identify the EU as source of financing;
  - f) information on the costs incurred as well as the legal commitments entered into by the Organisation during the reporting period;
  - g) a summary of controls carried out, if any under PA Grant Agreements, and available final audit reports in line with the Organisation's policy on disclosure of such controls and audit reports. Where errors and weaknesses in systems were identified, analysis of their nature and extent as well as information on corrective measures taken or planned shall also be provided;
  - h) where applicable, a request for payment;
  - i) work plan and forecast budget for the next reporting period.
- 3.8 The final report shall cover the entire period of implementation and include:
- a) all the information requested in Article 3.7 a) to h);
  - b) a summary of the Action's receipts, payments received and of the eligible costs incurred;
  - c) where applicable, an overview of any funds unduly paid or incorrectly used which the Organisation could or could not recover itself;
  - d) under a Delegation Agreement, the exact link to the webpage where, according to Article 21.1, information on Grant Beneficiaries and Contractors is available;
  - e) for EU External Actions and CFSP, if relevant, details of transfers of equipment, vehicles and remaining major supplies mentioned in Article 9;
  - f) in the case of Multi-donor Actions and where the EU contribution is not earmarked, a confirmation from the Organisation that an amount corresponding to that paid by the Contracting Authority has been used in accordance with the obligations laid down in this Agreement and that costs that were not eligible for the Contracting Authority have been covered by other donors' contributions.
- 3.9 The Organisation shall submit a report for every reporting period as specified in the Special Conditions as from the commencement of the Implementation Period, unless otherwise specified in the Special Conditions<sup>1</sup>. Reporting, narrative as well as financial, shall cover the whole Action, regardless of whether this Action is entirely or partly financed by EU funds. Progress reports shall be submitted within 60 days after the period covered by such report. For EU External Actions and CFSP, the final report shall be submitted at the latest six months after the end of the Implementation Period. For Internal Policies, the final report shall be submitted at the latest three months after the end of the Implementation Period.

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<sup>1</sup> For EU External Actions and CFSP, by default, the reporting period is every 12 months as from the commencement of the Implementation Period.

## **Management declaration and audit or control opinion under Delegation Agreements**

### **Management declaration**

- 3.10 Every progress or final report shall be accompanied by a management declaration in accordance with the template of Annex VII, unless, in the fields of EU External Actions and CFSP, Article 1.5 of the Special Conditions states that an annual management declaration shall be sent to the European Commission headquarters, separately from the reports provided under this Agreement.

### **Audit or control opinion for non-international organisations**

- 3.11 In case the Organisation is not an international organisation, an audit or control opinion shall be provided in accordance with internationally accepted audit standards, establishing whether the accounts give a true and fair view, whether the control systems in place function properly, and whether the underlying transactions are managed in accordance with the provisions of this Agreement. The opinion shall also state whether the audit work puts in doubt the assertions made in the management declaration mentioned above.
- 3.12 Such audit or control opinion shall be provided up to 1 month following the management declaration sent with every progress or final report, unless, in the field of EU External Actions, Article 1.5 of the Special Conditions states that the management declaration and the audit or control opinion shall be sent annually to the European Commission headquarters separately from the reports provided under this Agreement.

### **Currency for reporting**

- 3.13 The reports shall be submitted in the Currency of the Agreement as specified in Article 3 of the Special Conditions.
- 3.14 The Organisation shall convert legal commitments, the Action's receipts and costs incurred in currencies other than the accounting currency of the Organisation according to its usual accounting practices.

### **Failure to comply with reporting obligations**

- 3.15 If the Organisation is unable to present a progress or final report and the accompanying documents by the end of the deadline set out in Article 3.9, the Organisation shall inform the Contracting Authority in writing of the reasons, and shall provide a summary of the state of progress of the Action and, where applicable, a provisional work plan for the next period. If the Organisation fails to comply with this obligation for two (2) months, following the deadline set out in Article 3.9, the Contracting Authority may terminate the Agreement in accordance with Article 13, refuse to pay any outstanding amount and recover any amount unduly paid.

## **Article 4: Liability towards third parties**

- 4.1 The European Commission shall not under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out or as a consequence of the Action. The European Commission shall not therefore accept any claim for compensation or increase in payment in connection with such damage or injury.
- 4.2 The European Commission shall not under any circumstances or for any reason whatsoever be held liable towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the implementation of the Action.
- 4.3 The Organisation shall discharge the European Commission of all liability associated with any claim or action brought as a result of an infringement of the Organisation's Regulations and Rules committed by the Organisation or Organisation's employees or individuals for whom those employees are responsible, or as a result of a violation of a third party's rights in the context of the implementation of the Action.

#### **Article 5: Conflict of interests**

- 5.1 The Organisation shall refrain, in accordance with its Regulations and Rules, from any action which may give rise to a conflict of interests.
- 5.2 There is a conflict of interests where the impartial and objective exercise of the functions of any person implementing the Agreement is compromised.

#### **Article 6: Confidentiality**

- 6.1 The Contracting Authority and the Organisation shall both preserve the confidentiality of any document, information or other material directly related to the implementation of the Action that is communicated as confidential. The confidential nature of a document shall not prevent it from being communicated to a third party on a confidential basis when the rules binding upon the Parties, or the European Commission when it is not the Contracting Authority, so require. In no case can disclosure put into jeopardy the Parties' privileges and immunities or the safety and security of the Parties' staff, Contractors or the Final Beneficiaries of the Action.
- 6.2 The Parties shall obtain each other's prior written consent before publicly disclosing such confidential information unless:
- a) the communicating Party agrees to release the other Party from the earlier confidentiality obligations; or
  - b) the confidential information becomes public through other means than in breach of the confidentiality obligation by the Party bound by that obligation; or
  - c) the disclosure of confidential information is required by law or by Regulations and Rules established in accordance with the basic constitutive document of any of the Parties.
- 6.3 The Parties shall remain bound by confidentiality for five years after the End Date of the Agreement or longer as specified by the communicating Party at the time of communication.
- 6.4 Where the European Commission is not the Contracting Authority, it shall still have access to all documents communicated to the Contracting Authority and shall maintain the same level of confidentiality.

#### **Article 7: Data Protection**

The Organisation shall ensure an appropriate protection of personal data in accordance with its applicable Regulations and Rules.

#### **Article 8: Communication and visibility**

- 8.1 The Organisation shall implement the Communication and Visibility Plan detailed in Annex VI.
- 8.2 Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that the Action has received funding from the EU. Information given to the press and to the Final Beneficiaries, as well as all related publicity material, official notices, reports and publications shall acknowledge that the Action was carried out "with funding by the European Union" and shall display the EU logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Organisation pertaining to the Action, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: "This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union." In the case of EU External Actions and CFSP such measures shall be carried out in accordance with the Communication and Visibility Manual<sup>2</sup> published by the European Commission or with any other guidelines agreed between the European Commission and the Organisation.
- 8.3 If during the implementation of the Action, equipment, vehicles or major supplies are purchased using EU funds, the Organisation shall display appropriate acknowledgement on such vehicles, equipment or

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<sup>2</sup> Communication and Visibility Manual for EU External Actions, available at:  
[https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions\\_en](https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en)

major supplies, including the display of the EU logo (twelve yellow stars on a blue background). Where such display could jeopardise the Organisation's privileges and immunities or the safety of the Organisation's staff or of the Final Beneficiaries, the Organisation shall propose appropriate alternative arrangements. The acknowledgement and the EU logo shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Action as an activity of the Organisation, nor the ownership of the equipment, vehicles or major supplies by the Organisation.

- 8.4 In the case of EU External Actions and CFSP, if in application of Article 9.5, the equipment, vehicles or remaining major supplies purchased using EU funds have not been transferred to the local authorities, local Co-Beneficiaries, local Grant Beneficiaries or Final Beneficiaries when submitting the final report, the visibility requirements as regards this equipment, vehicles or major supplies (in particular display of the EU logo) shall continue to apply between submission of the final report and the end of the Action, if the latter is longer. Where the Organisation retains ownership in accordance with Article 9.6, the visibility requirements shall continue to apply as long as the relevant equipment, vehicles or remaining major supplies are used by the Organisation.
- 8.5 Unless otherwise provided in the Special Conditions if disclosure risks threatening the Organisation's safety or harming its interests, the European Commission and the Contracting Authority (if other than the European Commission) may publish in any form and medium, including on its internet sites, the name and address of the Organisation, the purpose and amount of the EU contribution.
- 8.6 The Organisation shall ensure that reports, publications, press releases and updates relevant to the Action are communicated to the addresses stated in the Special Conditions, as and when they are issued.
- 8.7 The Parties will consult immediately and strive to remedy any detected shortcoming in implementing the visibility requirements set out in this Article. This is without prejudice to measures the Contracting Authority may take in case of substantial breach of an obligation.

#### **Article 9: Right to use results and transfer of equipment**

##### **Right to use**

- 9.1 Ownership of the results of the Action shall not vest in the Contracting Authority. Subject to Article 6, the Organisation shall grant, and shall act to ensure that any third party concerned grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge the results of the Action, including the reports and other documents relating to it, which are subject to industrial or intellectual property rights.
- 9.2 Where the results mentioned in Article 9.1 include pre-existing rights and the Organisation cannot warrant the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use such results, the Organisation shall accordingly inform in writing the Contracting Authority (and the European Commission, where it is not the Contracting Authority).

##### **Transfer (EU External Actions and CFSP only)**

- 9.3 In the field of EU External Actions and CFSP, the equipment, vehicles and remaining major supplies purchased with the EU contribution in the framework of the Action shall be transferred to or remain with local authorities, local Co-Beneficiaries, local Grant Beneficiaries or to the Final Beneficiaries, at the latest when submitting the final report.
- 9.4 The documentary proof of those transfers shall not be presented with the final reports, but shall be kept for verification for the duration and along with the documents mentioned in Article 16.2.
- 9.5 By way of derogation from Article 9.3, the equipment, vehicles and remaining major supplies purchased with the EU contribution in the framework of Actions which continue after the end of the Implementation Period may be transferred at the end of the Action. The Organisation shall use the equipment, vehicles and remaining major supplies for the benefit of the Final Beneficiaries. The Organisation shall inform the Contracting Authority on the end use of the equipment, vehicles and remaining major supplies in the final report.
- 9.6 In the event that there are no local authorities, local Co-Beneficiaries, local Grant Beneficiaries or Final Beneficiaries to whom the equipment, vehicles and remaining major supplies could be

transferred, the Organisation may transfer them to another Action funded by the EU or, exceptionally, retain ownership of the equipment, vehicles and remaining major supplies at the end of the Action. In such cases, it shall submit a justified written request with an inventory listing of the items concerned and a proposal concerning their use in due time and at the latest with the submission of the final report. In no event may the end use jeopardize the sustainability of the Action.

#### **Article 10: Evaluation and monitoring of the Action**

- 10.1 The Organisation shall invite representatives of the Contracting Authority and the European Commission to participate at their own costs in the main monitoring and evaluation missions relating to the performance of the Action. The Organisation shall report the results of such missions to the European Commission.
- 10.2 Article 10.1 is without prejudice to any evaluation or monitoring mission which the European Commission as a donor, or the Contracting Authority at their own costs, may wish to perform. Evaluation and monitoring missions by representatives of the European Commission or Contracting Authority shall be planned ahead and completed in a collaborative manner between the staff of the Organisation and the European Commission's (or the Contracting Authority's) representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement. The European Commission (or the Contracting Authority) and the Organisation shall agree on procedural matters in advance. The European Commission (or the Contracting Authority) shall make the draft report of the evaluation or monitoring mission available to the Organisation for comments prior to final issuance. The European Commission (or the Contracting Authority) shall send the final report to the Organisation once issued.

#### **Article 11: Amendment to the Agreement**

- 11.1 Any amendment to this Agreement, including its annexes, shall be set out in writing in an addendum signed by both Parties. This Agreement can only be amended before the End Date.
- 11.2 The requesting Party shall request in writing any amendment 30 days before the amendment is intended to enter into force and no later than 30 days before the End Date, unless there are special circumstances duly substantiated by it and accepted by the other Party. The other Party shall notify its decision regarding the amendment proposed in due time and in any case no later than 30 days after the date when the amendment request was received.
- 11.3 By derogation from Articles 11.1 and 11.2, where an amendment to Annex I and/or Annex III does not affect the main purpose of the Action, such as its objectives, strategy and priority areas, and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 25 % or less of the amount originally entered (or as amended by a written addendum) in relation to each concerned heading, the Organisation may unilaterally amend Annex I and/or Annex III and shall inform the Contracting Authority accordingly in writing, at the latest in the next report. The Organisation may also unilaterally change the Indicators and their related targets, baselines and sources of verification described in the logical framework if the change does not affect the main purpose of the Action.
- 11.4 The method described in Article 11.3 shall not be used to amend the contingency reserve, nor the rate for remuneration/indirect costs or the amounts or rates of simplified cost options. Under a PA Grant Agreement, amendments shall not have the purpose or the effect of making such changes to the Agreement as would call into question the award decision or, where applicable, be contrary to the equal treatment of applicants.
- 11.5 Annex VI may be changed by the Organisation in agreement with the European Commission, without the need for a formal addendum to the Agreement.
- 11.6 Changes of address and of bank account shall be notified in writing to the Contracting Authority. Where applicable, changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.

## **Article 12: Suspension**

### **Suspension of the time limit for payment**

- 12.1 The Contracting Authority may suspend the time limit for payment following a single payment request by notifying the Organisation that either:
- a) the amount is not due; or
  - b) the appropriate supporting documents have not been provided and therefore the Contracting Authority needs to request clarifications, modifications or additional information to the narrative or financial reports. Such clarifications or additional information may notably be requested by the Contracting Authority if it has doubt about compliance by the Organisation with its obligations in the implementation of the Action; or
  - c) credible information has come to the notice of the Contracting Authority that puts in doubt the eligibility of the reported costs; or
  - d) under a Delegation Agreement, credible information has come to the notice of the Contracting Authority that indicates a significant deficiency in the functioning of the Internal Control System of the Organisation or that the expenditure reported by the Organisation is linked to a serious irregularity and has not been corrected. In this case, the Contracting Authority may suspend the payment deadline if it is necessary to prevent significant damage to the EU's financial interests.
- 12.2 In the situations listed in Article 12.1 the Contracting Authority shall notify to the Organisation as soon as possible and in any case within 30 days from the date on which the payment request was received the reasons for the suspension, specifying, where applicable, the additional information required. Suspension shall take effect on the date when the Contracting Authority sends the notification stating the reasons for the suspension. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further checks are carried out. If the requested information or documents are not provided within the deadline fixed in the notification or are incomplete, payment may be made on the basis of the partial information available.

### **Suspension of the Agreement by the Contracting Authority**

- 12.3 The Contracting Authority may suspend the implementation of the Agreement, fully or partly, if:
- a) the Contracting Authority has proof that substantial errors, irregularities, fraud or breach of substantial obligations have been committed by the Organisation in the procedure of its selection, in its pillar assessment or in the implementation of the Action;
  - b) under a Delegation Agreement, the Contracting Authority has proof that systemic errors have occurred which call into question the reliability of the Organisation's Internal Control System or the legality and regularity of the underlying transactions;
  - c) the Contracting Authority has proof that the Organisation has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under other agreements funded by EU funds provided that those errors, irregularities, fraud or breach of obligations have a material impact on this Agreement.
- 12.4 Before suspension, the Contracting Authority shall formally notify the Organisation of its intention to suspend, inviting the Organisation to make observations within 10 days from the receipt of the notification. If the Organisation does not submit observations, or if, after examination of the observations submitted by the Organisation, the Contracting Authority decides to pursue the suspension, the Contracting Authority may suspend all or part of the implementation of this Agreement serving 7 days' prior notice. In case of suspension of part of the implementation of the Agreement, upon request of the Organisation, the Parties shall enter into discussions in order to find the arrangements necessary to continue the part of the implementation which is not suspended. Any expenditure or costs incurred by the Organisation during the suspension and related to the part of the Agreement suspended shall not be reimbursed or covered by the Contracting Authority. Following suspension of the implementation of the Agreement, the Contracting Authority may terminate the Agreement in accordance with Article 13.2, recover amounts unduly paid and/or, in agreement with

the Organisation, resume implementation of the Agreement. In the latter case the Parties will amend the Agreement where necessary.

#### **Suspension for exceptional circumstances**

- 12.5 The Organisation may decide to suspend the implementation of all or part of the Action if exceptional or unforeseen circumstances beyond the control of the Organisation make such implementation impossible or excessively difficult, such as in cases of Force Majeure. The Organisation shall inform the Contracting Authority immediately and provide all the necessary details, including the measures taken to minimise any possible damage, and the foreseeable effect and date of resumption.
- 12.6 The Contracting Authority may also notify to the Organisation the suspension of the implementation of the Agreement if exceptional circumstances so require, in particular:
- a) when a relevant EU Decision identifying a violation of human rights has been adopted;
  - b) in cases such as crisis entailing a change of EU policy.
- 12.7 Neither of the Parties shall be held liable for breach of its obligations under the Agreement if it is prevented from fulfilling them by Force Majeure or exceptional circumstances as set forth under Articles 12.5 and 12.6 provided it takes any measure to minimise any possible damage.
- 12.8 In the situations listed in Articles 12.5 and 12.6, the Parties shall minimise the duration of the suspension and shall resume implementation once the conditions allow. During the suspension period the Organisation shall be entitled to the reimbursement of the minimum costs, including new legal commitments, necessary for a possible resumption of the implementation of the Agreement or of the Action. The Parties shall agree on such costs, including the reimbursement of legal commitments entered into for implementing the Action before the notification of the suspension was received which the Organisation cannot reasonably suspend, reallocate or terminate on legal grounds. This is without prejudice to any amendments to the Agreement which may be necessary to adapt the Action to the new implementing conditions, including, if possible, the extension of the Implementation Period and, for Delegation Agreements, the contracting deadline, or to the termination of the Agreement in accordance with Article 13.3. In case of suspension due to Force Majeure or if the Action is a Multi-donor Action, the contracting deadline under Delegation Agreements and the Implementation Period are automatically extended by an amount of time equivalent to the duration of the suspension.

#### **Article 13: Termination**

- 13.1 Without prejudice to any other provision of these General Conditions or penalties foreseen in the EU Financial Regulation where applicable, and with due regard to the principle of proportionality, the Contracting Authority may terminate the Agreement if the Organisation:
- a) fails to fulfil a substantial obligation incumbent on it under the terms of the Agreement;
  - b) is guilty of misrepresentation or submits false or incomplete statements to obtain the EU contribution or provides reports that do not reflect reality to obtain or keep the EU contribution without cause;
  - c) is bankrupt or being wound up, or is subject to any other similar proceedings;
  - d) is guilty of grave professional misconduct proven by any justified means;
  - e) has committed fraud, corruption or any other illegal activity to the detriment of the EU's financial interests on the basis of proof in the possession of the Contracting Authority;
  - f) fails to comply with the reporting obligations in accordance with Article 3.15;
  - g) has committed any of the failings described in Article 12.3 on the basis of proof in the possession of the Contracting Authority.
- 13.2 Before terminating the Agreement in accordance with Article 13.1, the Contracting Authority shall formally notify the Organisation of its intention to terminate, inviting the Organisation to make observations (including proposals for remedial measures) within 30 days from the receipt of the notification. During this period and until the termination takes effect, the Contracting Authority may suspend the time limit for any payment in accordance with Article 12.2 as a precautionary measure informing the Organisation immediately in writing. If the Organisation does not submit observations, or if, after examination of the observations submitted by the Organisation, the Contracting Authority

decides to pursue the termination, the Contracting Authority may terminate the Agreement serving 7 days' prior notice. During that period the Organisation may refer the matter to the responsible director in the European Commission. Where the Contracting Authority is the European Commission, the termination will take effect if and when confirmed by the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not suspend the effects of the decision of the Contracting Authority. In case of termination, the Contracting Authority may demand full repayment of any amounts paid in excess of the final amount determined in accordance with Article 20 after allowing the Organisation to submit its observations. Neither Party shall be entitled to claim indemnity by the other Party on account of the termination of this Agreement.

- 13.3 If, at any time, either Party believes that the purpose of the Agreement can no longer be effectively or appropriately carried out, it shall consult the other Party. Failing agreement on a solution, either Party may terminate the Agreement by serving 60 days written notice. In this case, the final amount shall cover:
- a) payment only for the part of the Action carried out up to the date of termination;
  - b) in the situations described in Articles 12.5 and 12.6, the unavoidable residual expenditures incurred during the notice period; and,
  - c) in the situations described in Articles 12.5 and 12.6 under a Delegation Agreement reimbursement of legal commitments the Organisation entered into for implementing the Action before the written notice on termination was received by it and which the Organisation cannot reasonably terminate on legal grounds.
- The Contracting Authority shall recover the remaining part in accordance with Article 15.
- 13.4 In the event of termination, a final report and a request for payment of the balance have to be submitted according to Articles 3.8, 3.9 and 19. The Contracting Authority shall not reimburse or cover any expenditure or costs which are not included or justified in a report approved by it.

#### **Article 14: Applicable law and settlement of disputes**

- 14.1 The Parties shall endeavour to amicably settle any dispute or complaint relating to the interpretation, application or validity of the Agreement, including its existence, or termination.
- 14.2 Where the Organisation is not an international organisation and the European Commission is the Contracting Authority, this Agreement is governed by EU law, complemented if necessary by the relevant provisions of Belgian law. In the absence of an amicable settlement in accordance with Article 14.1 above, the General Court, or on appeal the Court of Justice of the European Union, has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU).
- 14.3 Where the Organisation is not an international organisation and the European Commission is not the Contracting Authority, the Agreement shall be governed by the law of the country of the Contracting Authority and the courts of the country of the Contracting Authority shall have exclusive jurisdiction, unless otherwise agreed by the Parties. The dispute may, by common agreement of the Parties, be submitted for conciliation to the European Commission. If no settlement is reached within 120 days of the opening of the conciliation procedure, each Party may notify the other that it considers the procedure to have failed and may submit the dispute to the courts of the country of the Contracting Authority.
- 14.4 Where the Organisation is an international organisation:
- a) nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party by its constituent documents, privileges and immunities agreements or international law;
  - b) in the absence of amicable settlement in accordance with Article 14.1 above, any dispute shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of entry into force of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitration proceedings must take



place in the Hague and the language used in the arbitral proceedings will be English. The arbitrator's decision shall be binding on all Parties and there shall be no appeal.

#### **Article 15: Recovery**

- 15.1 Where an amount is to be recovered under the terms of the Agreement, the Organisation shall repay to the Contracting Authority the amount due.
- 15.2 Before recovery, the Contracting Authority shall formally notify the Organisation of its intention to recover any undue amount, specifying the amount and the reasons for recovery and inviting the Organisation to make any observations within 30 days from the date of receipt of the notification. If, after examination of the observations submitted by the Organisation or if the Organisation does not submit any observations, the Contracting Authority decides to pursue the recovery procedure, it may confirm recovery by formally notifying the Organisation. If there is a disagreement between the Organisation and the Contracting Authority on the amount to be repaid, the Organisation may refer the matter to the responsible director in the European Commission within 30 days. Where the Contracting Authority is the European Commission, a debit note specifying the terms and the date for payment may be issued after the deadline for the referral to the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not prevent the Contracting Authority from issuing the debit note.
- 15.3 If the Organisation does not make the payment by the date specified in the debit note, the Contracting Authority shall recover the amount due:
- a) by offsetting it against any amounts owed to the Organisation by the EU;
  - b) by taking legal action in accordance with Article 14;
  - c) in exceptional circumstances, justified by the necessity to safeguard the financial interests of the EU, the Contracting Authority may, when it has justified grounds to believe that the amount due would be lost, recover by offsetting before the deadline specified in the debit note without the Organisation's prior consent.
- 15.4 If the Organisation fails to repay by the due date, the amount due shall be increased by late payment interest calculated at the rate indicated in Article 19.5(a). The interest shall be payable for the period elapsing from the day after the expiration of the time limit for payment up to and including the date when the Contracting Authority actually receives payment in full of the outstanding amount. Any partial payment shall first cover the interest.
- 15.5 Bank charges incurred from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Organisation.
- 15.6 Where the European Commission is not the Contracting Authority, it may, if necessary, proceed itself to the recovery.
- 15.7 Where the Contracting Authority is the European Commission, it may waive the recovery in accordance with the principle of Sound Financial Management and proportionality or it shall cancel the amount in the event of a mistake.

#### **Article 16: Accounts and archiving**

##### **Accounting**

- 16.1 The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. The accounting Regulations and Rules of the Organisation shall apply, provided that these Regulations and Rules conform to internationally accepted standards. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Regulations and Rules of the Organisation.

##### **Archiving**

- 16.2 For a period of five years from the End Date and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to the Organisation, has been disposed of, the Organisation shall keep and make available according to Article 17 all relevant financial information (originals or copies) related to the Agreement

and to any Procurement Contracts, Grant agreements and financial support to third parties concluded under this Agreement.

#### **Article 17: Access and financial checks**

- 17.1 The Organisation shall allow the European Commission and the European Court of Auditors, or any authorised representatives to conduct desk reviews and on-the-spot checks on the use made of the EU contribution on the basis of supporting accounting documents and any other document related to the financing of the Action.
- 17.2 The Organisation agrees that OLAF may carry out investigations, including on-the-spot checks, in accordance with the provisions laid down by EU law for the protection of the financial interests of the EU against fraud, corruption and any other illegal activity.
- 17.3 The Organisation agrees that the execution of this Agreement may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the European Commission's implementation of EU expenditure. In such case the Organisation shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties.
- 17.4 To that end, the Organisation undertakes to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Organisation shall take all necessary measures to facilitate these checks in accordance with its Regulations and Rules. The documents and computerised data may include information which the Organisation considers confidential in accordance with its own established Regulations and Rules or as governed by contractual agreement. Such information once provided to the European Commission, OLAF, the European Court of Auditors, or any other authorised representatives, shall be treated in accordance with EU confidentiality rules and legislation and Article 6. Documents must be accessible and filed in a manner permitting checks, the Organisation being bound to inform the European Commission, OLAF or the European Court of Auditors of the exact location at which they are kept. Where appropriate, the Parties may agree to send copies of such documents for a desk review.
- 17.5 Where applicable, the desk reviews, investigations and on-the-spot checks referred to in Article 17.1 to 17.4 shall refer to a verification which shall be performed in accordance with the verification clauses agreed between the Organisation and the Commission. This is without prejudice to any cooperation agreement between OLAF and the Organisation's anti-fraud bodies.
- 17.6 The European Commission shall inform the Organisation of the planned on-the-spot missions by agents appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.
- 17.7 Failure to comply with the obligations set forth in Article 17 constitutes a case of breach of a substantial obligation under this Agreement.

#### **Article 18: Eligibility of costs**

- 18.1 The eligible direct costs of the Action are costs that meet all the following criteria:
- a) they are necessary for carrying out the Action, directly attributable to it, arising as a direct consequence of its implementation and charged in proportion to the actual use;
  - b) they are incurred in accordance with the provisions of this Agreement.
  - c) they are actually incurred by the Organisation, i.e. they represent real expenditure definitely and genuinely borne by the Organisation, without prejudice to Article 18.5;
  - d) they are reasonable, justified, comply with the principle of Sound Financial Management and are in line with the usual practices of the Organisation regardless of their source of funding;

- e) they are incurred during the Implementation Period with the exception of costs related to final report, final evaluation, audit and other costs linked to the closure of the Action which may be incurred after the Implementation Period;
- f) they are identifiable and backed by supporting documents, in particular determined and recorded in accordance with the accounting practices of the Organisation;
- g) they are covered by one of the sub-headings indicated in the estimated budget in Annex III and by the activities described in Annex I;
- h) they comply with the applicable tax and social legislation taking into account the Organisation's privileges and immunities.

18.2 The following costs may not be considered eligible direct costs but may be charged as part of the remuneration/indirect costs: all eligible costs that, while necessary and arising as a consequence of implementation, are supporting the implementation of the Action and not considered part of the activities that the Union finances as described in Annex I, including corporate management costs or other costs linked to the normal functioning of the Organisation, such as horizontal and support staff, office or equipment costs (except when duly justified and described in Annex I, such as a project office).

18.3 The remuneration/indirect costs shall be declared on the basis of a flat-rate which shall not exceed 7% of the total eligible direct costs to be reimbursed by the Contracting Authority. The remuneration/indirect costs do not need to be supported by accounting documents. For Multi-donor and comparable Actions, the remuneration/indirect costs shall not be higher than that charged by the Organisation to comparable contributions.

18.4 The following costs are ineligible for Union financing:

- a. bonuses, provisions, reserves or non-remuneration related costs. Employers' contributions to pension or other insurance funds run by the Organisation may only be eligible to the extent they do not exceed the actual payments made by these schemes and that the amount provisioned does not exceed the contribution that could have been made to an external fund;
- b. full-purchase cost of equipment and assets unless, for EU External Actions and CFSP, the asset or equipment is specifically purchased for the Action and ownership is transferred in accordance with Article 9;
- c. duties, taxes and charges, including VAT, that are recoverable/deductible by the Organisation;
- d. return of capital;
- e. debts and debt service charges;
- f. provision for losses, debts or potential future liabilities;
- g. banking charges for the transfers from the Contracting Authority;
- h. costs incurred during the suspension of the implementation of the Agreement except the minimum costs agreed on in accordance with Article 12.8;
- i. costs declared by the Organisation under another agreement financed by the European Union budget (including through the European Development Fund);
- j. contributions in kind. The cost of staff assigned to the Action and actually incurred by the Organisation is not a contribution in kind and may be declared as direct eligible cost if it complies with the conditions set out in Article 18.1;
- k. costs of purchase of land or buildings, unless otherwise provided in the Special Conditions;
- l. for PA Grants: Salary costs of the personnel of national administrations, except if stated in the Special Conditions and if they relate to activities which the relevant public authority would not carry out if the Action were not undertaken.

#### **Simplified cost options**

18.5 Direct eligible costs may also be declared by using any or a combination of unit costs, lump sums and flat-rate financing. The methods used by the Organisation to determine unit costs, lump sums or flat-rates shall comply with the principles provided in Articles 18.1, 18.2 and 18.4, be clearly described and substantiated in Annex III, shall avoid double funding of costs and shall ensure reasonably that no profit is generated. These methods shall be based on the Organisation's historical or actual accounting data, its usual accounting practices or on external information where available and appropriate.

- 18.6 Costs declared under simplified cost options do not need to be backed by accounting or supporting documents except if they are necessary to demonstrate that the costs have been declared according to the agreed method or cost accounting practices and that the qualitative and quantitative conditions defined in Annex I and III have been respected.
- 18.7 For staff costs, the unit cost (the hourly, daily or half-daily rate) is calculated using the number of annual productive units (respectively productive hours, days or half-days).
- a) For the number of annual productive units, the Organisation may choose one of the following:
- i) 1720 hours or 215 days or 430 half-days for persons working full time (or corresponding pro-rata for persons not working full time);
  - ii) the total number of hours or days or half-days worked by the person in the year for the Organisation, defined as the annual workable hours or days or half-days of the person (according to the employment contract, applicable labour agreement or national law) plus overtime worked minus absences (such as sick leave and special leave);
  - iii) the standard number of annual hours or days or half-days generally applied by the Organisation for its staff in accordance with its usual cost accounting practices. This number must be at least 90% of the standard annual workable hours or days or half-days.
- For the purposes of points (ii) and (iii), the annual workable hours or days or half-days mean the period during which the staff must be working, at the Organisation's disposal and carrying out his/her activity or duties under the employment contract, applicable collective labour agreement or national working time legislation;
- b) The number of actual units (hours or days or half-days) declared by the Organisation shall be necessary for the implementation of the Action and shall be identifiable and verifiable.
- 18.8 The total amount declared on the basis of simplified cost options may not exceed EUR 60.000, unless otherwise provided for in the Special Conditions. The ceiling of EUR 60.000 does not apply to staff costs determined on the basis of the usual accounting practices of the Organisation as referred to in Article 18.7, nor to the costs of project offices where declared using a simplified allocation method as set out in the Special Conditions.
- 18.9 If a verification reveals that the methods used by the Organisation to determine unit costs, lump sums or flat-rates are not compliant with the conditions established in this Agreement, the Contracting Authority shall be entitled to recover proportionately up to the amount of the unit costs, lump sums or flat-rate financing.
- 18.10 Upon request of the Organisation, the European Commission may validate ex-ante the compliance of the methods used for determining the unit costs, lump sums or flat-rates or of the usual costs accounting practices. In such case, costs declared in compliance with those methods and accounting practices will not be challenged by ex post controls if the Organisation did not conceal any information for the purpose of their approval.

## **Article 19: Payments**

- 19.1 Payment procedures shall be as follows:
- a) the Contracting Authority shall provide a first pre-financing instalment as set out in Article 4.1 of the Special Conditions within 30 days of receiving this Agreement signed by both Parties;
  - b) the Organisation may submit a request for further pre-financing instalment for the following reporting period in accordance with Article 4 of the Special Conditions; the following provisions apply:
    - i) the reporting period is intended as a twelve-month period unless otherwise provided for in the Special Conditions. When the remaining period to the end of the Action is up to 18 months, the reporting period shall cover it entirely;
    - ii) if at the end of the reporting period less than 70% of the immediate preceding payment (and 100% of previous payments, if any) has been subject to a legal commitment with a third party, the further pre-financing payment shall be reduced by the amount corresponding to the

- difference between the 70 % of the immediately pre-financing payment (and 100% of previous payments, if any) and the part of the previous pre-financing payments which has been subject to a legal commitment;
- iii) the Organisation may submit a request for further pre-financing payment before the end of the reporting period, once more than 70 % of the immediately preceding payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party. In this case, the following reporting period starts anew from the end date of the period covered by this payment request;
  - c) at the end of the Implementation Period, the Organisation shall submit a payment request for the balance, where applicable, together with the final report. The amount of the balance shall be determined according to Article 20 and following approval of the request for payment of the balance and of the final report;
  - d) the Contracting Authority shall pay the further pre-financing instalments and the balance within 90 days of receiving a payment request accompanied by a progress or final report, unless the time limit for payment was suspended according to Article 12 or 13.
- 19.2 Payment requests shall be accompanied by narrative and financial reports presented in accordance with Article 3. The requests for pre-financing payments and the request for the balance shall be drafted in the Currency of the Agreement as specified in the Special Conditions. Except for the first pre-financing instalment, the payments shall be made upon approval of the payment request accompanied by a progress or final report. The final amount shall be established in line with Article 20. If the balance is negative, the payment of the balance takes the form of recovery.
- 19.3 Approval of the requests for payment and of the accompanying reports shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information contained therein.
- 19.4 The Contracting Authority shall make payments in the Currency of the Agreement as specified in the Special Conditions into the bank account referred to in the financial identification form in Annex IV.

#### **Late payment interest**

- 19.5 In case of late payment of the amounts stated in Article 4 of the Special Conditions the following conditions apply:
- a) on expiry of the time limits for payments specified in Article 19.1, if the Organisation is not an EU Member State, it shall receive interest on late payment based on the rate applied by the European Central Bank for its main refinancing operations in Euros (Reference Rate), increased by three and a half percentage points. The Reference Rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the Official Journal of the EU;
  - b) the suspension of the time limit for payment by the Contracting Authority in accordance with Article 12 or 13 shall not be considered as late payment;
  - c) interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article 19.1. Any partial payment shall first cover the interest;
  - d) by way of exception to point (c), when the interest calculated in accordance with this provision is lower than or equal to EUR 200, the Contracting Authority shall pay such interest to the Organisation only upon request from the Organisation submitted within two months of it receiving late payment;
  - e) by way of exception to point (c), when the Contracting Authority is not the European Commission, and the European Commission does not make the payments, the Organisation shall be entitled to late payment interest upon its request submitted within two months of it receiving late payment;
  - f) for the purpose of Article 23.2, the interest shall not be treated as a receipt.

#### **Article 20: Final amount of the EU contribution**

- 20.1 The Contracting Authority shall determine the final amount of the EU contribution when approving the Organisation's final report. The Contracting Authority shall then determine the balance:
- a) to be paid to the Organisation in accordance with Article 19 where the final amount of the EU contribution is higher than the total amount already paid to the Organisation; or
  - b) to be recovered from the Organisation in accordance with Article 15 where the final amount of the EU contribution is lower than the total amount already paid to the Organisation.
- 20.2 Without prejudice to Article 23 the final amount shall be the lower of the following amounts:
- a) the maximum EU Contribution referred to in Article 3.1 (for Delegation Agreements) and Article 3.2 (for PA Grant Agreements) of the Special Conditions in terms of absolute value;
  - b) the amount obtained after reduction of the EU contribution in accordance with Article 20.3;
  - c) for PA Grant Agreements only, the amount obtained by applying the percentage laid down in Article 3.2 of the Special Conditions to the eligible costs of the Action approved by the Contracting Authority.
- 20.3 Where the Action is not implemented, is not implemented in line with the Agreement, is implemented partially or late, the Contracting Authority may, after allowing the Organisation to submit its observations, reduce the EU contribution in proportion to the seriousness of the above mentioned situations. If there is a disagreement between the Organisation and the Contracting Authority on the reduction, the Organisation may refer the matter to the responsible director in the European Commission.

## **Part II: Additional Provisions applicable only to Delegation Agreements**

### **Article 21: Ex-post publication of information on Contractors and Grant Beneficiaries**

- 21.1 The Organisation shall publish, on an annual basis, on its internet site, the following information on Procurement Contracts exceeding EUR 15.000 and all Grants financed by the EU: title of the contract/project, nature and purpose of the contract/project, name and locality of the Contractor or Grant Beneficiary and amount of the contract/project. The term "locality" shall mean the address for legal persons and the Region on NUTS<sup>3</sup> 2 level, or equivalent, for natural persons. This information shall not be published for scholarships paid to natural persons and other direct support paid to natural persons in most need. This information shall be published with due observance of the requirements of confidentiality security and in particular the protection of personal data. The publication shall be waived, if such disclosure risks threatening rights and freedoms as protected by the Charter of Fundamental Rights of the European Union or harm the commercial interests of the Contractors or Grant Beneficiaries.
- 21.2 The Organisation shall provide to the European Commission the address of the internet site where this information can be found and shall authorise the publication of such address on the European Commission's internet site.
- 21.3 In the field of EU External Actions, where the Action is a Multi-donor Action and the EU contribution is not earmarked, the publication of information on Contractors and Grant Beneficiaries shall follow the rules of the Organisation.

### **Article 22: Contracting and Early Detection and Exclusion System**

#### **Contracting**

- 22.1 The Procurement Contracts and Grant contracts implementing the EU contribution shall be signed by the contracting deadline set out in Article 2.4 of the Special Conditions. After the contracting deadline, only contracts following early termination of an existing contract, addenda to existing contracts and contracts concerning final audits and evaluation may be signed.
- 22.2 Unless otherwise provided for in the Special Conditions, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. However, and in any event, goods,

<sup>3</sup> Nomenclature of Territorial Units for Statistics, available at: <http://ec.europa.eu/eurostat/ramon>.

organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible.

- 22.3 The Organisation shall adopt reasonable measures, in accordance with its own Regulations and Rules, to ensure that potential candidates or tenderers and applicants shall be excluded from the participation in a procurement or grant award procedure and from the award of a Procurement Contract or Grant financed by EU funds, if the Organisation becomes aware that these entities:
- a) or persons having powers of representation, decision making or control over them, have been the subject of a final judgement or of a final administrative decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings;
  - b) or persons having powers of representation, decision making or control over them have been the subject of a final judgement or of a final administrative decision for an irregularity affecting the EU's financial interest;
  - c) are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or if they fail to supply this information.

#### **Early Detection and Exclusion System**

- 22.4 The Organisation shall inform the European Commission if, in relation to the implementation of the Action, it has found that a third party is in one of the situations referred to in Article 22.3 (a) and (b) or if it has detected a fraud and/or an irregularity according to Article 2.2. The European Commission will introduce this information in the Early Detection and Exclusion System. The Organisation shall inform the European Commission when it becomes aware that transmitted information needs to be rectified updated or removed. The Organisation shall ensure that the entity concerned is informed that its data was transmitted to the European Commission and may be included in the Early Detection and Exclusion System and be published on the website of the European Commission. These requirements cease at the end of the Implementation Period.
- 22.5 Without prejudice to the power of the European Commission to exclude an entity from future procurement contracts and grants financed by the EU, the Organisation may impose financial penalties on Contractors and Grant Beneficiaries according to its own Regulations and Rules ensuring, where applicable, the right of defence of the Contractor or Grant Beneficiary.
- 22.6 The Organisation may take into account, as appropriate and on its own responsibility the information contained in the Early Detection and Exclusion System, when implementing EU funds. Access to the information can be provided through the authorised persons or via consultation with the European Commission as referred in Article 5.6 of the Special Conditions<sup>4</sup>.

### **PART III: Additional provisions applicable only to PA Grants**

#### **Article 23: No Profit**

- 23.1 The EU contribution may not produce a profit in the framework of the Action, unless specified otherwise in Article 7 of the Special Conditions. Profit is defined as a surplus of the receipts over the eligible costs approved by the Contracting Authority when the request for payment of the balance is made.
- 23.2 The receipts to be taken into account are the consolidated receipts on the date on which the payment request for the balance is made by the Organisation that fall within one of the two following categories:
- a) income generated by the Action, unless otherwise specified in the Special Conditions;

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<sup>4</sup> The Organisation shall be allowed to have direct access to the Early Detection and Exclusion System through an authorised person when the Organisation certifies to the Contracting Authority service responsible that it applies the adequate data protection measures as provided in the Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.1.2001, p. 1).

b) financial contributions specifically assigned by the donors to the financing of the same eligible costs financed by the Agreement and declared by the Organisation as actual costs under the Agreement. Any financial contribution that may be used by the Organisation to cover costs other than those eligible under this Agreement or that are not due to the donor where unused at the end of the Action are not to be considered as a receipt to be taken into account for the purpose of verifying whether the EU contribution produces a profit in the framework of the Action.

23.3 Where the final amount of the EU contribution determined in accordance with the Agreement would result in a profit, it shall be reduced by the percentage of the profit corresponding to the final EU contribution to the eligible costs actually incurred approved by the Contracting Authority.

23.4 The provisions in Articles 23.1 to 23.3 shall not apply to:

- a) Actions the objective of which is the reinforcement of the financial capacity of the Organisation if specified in Article 7 of the Special Conditions;
- b) Actions which generate an income to ensure their continuity beyond the end of this Agreement, if specified in Article 7 of the Special Conditions;
- c) EU contributions of EUR 60.000 or less.

#### **Article 24: Contracting**

24.1 Where the implementation of the Action requires the procurement of goods, works or services, the Organisation shall award the Procurement Contracts to the tender offering best value for money or, as appropriate, to the tender offering the lowest price. In doing so, it shall avoid any conflict of interests. Where the procurement rules and procedures of the Organisation have been positively assessed by the European Commission, Procurement Contracts awarded in line with the assessed rules and procedures are deemed compliant with the aforementioned principles.

24.2 In the field of EU External Actions: where the Organisation or another donor provides co-financing other than in-kind contributions to the Action, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's Regulations and Rules. However, and in any event, goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible.



## **ANNEX II.a – Provisions applicable only to Co-Delegation Agreements**

### **Article 1: Parties and signature of Co-delegation agreements**

Where the Organisation implements the Action together with Co-Delegates, the Co-Delegates become Parties to the Agreement together with the Organisation. The General Conditions apply to Co-Delegates *mutatis mutandis*, subject to the provisions of this Annex.

### **Article 2: Additional obligations of the Organisation**

In addition to the obligations stated in Annex II the Organisation shall:

- a) carry out the activities as described and assigned to it in Annex I;
- b) monitor that the Action is implemented in accordance with this Agreement and ensure coordination with all Co-Delegates in the implementation of the Action;
- c) be the intermediary for all communications between the Co-Delegates and the Contracting Authority;
- d) be responsible for supplying without delay all documents and information to the Contracting Authority which may be required under this Agreement, in particular in relation to the narrative reports, the requests for payment and the relevant management declaration and audit opinions from all Co-Delegates. Where information from the Co-Delegates is required, the Organisation shall be responsible for obtaining and consolidating this information before passing it on to the Contracting Authority. Any information given, as well as any request made by the Organisation to the Contracting Authority, shall be deemed to have been given in agreement with all Co-Delegates;
- e) inform the Contracting Authority of any event likely to affect or delay the implementation of the Action;
- f) inform the Contracting Authority as soon as the information is available, of any change in the legal, financial, technical, organisational or ownership situation of any of the Co-Delegates, as well as of any change in the name, address or legal representative of any of the Co-Delegates;
- g) be responsible in the event of monitoring and evaluations, as described in Article 10 of Annex II, for collecting and providing all the necessary documents;
- h) establish the payment requests in accordance with the Agreement;
- i) be the sole recipient, on behalf of all the Co-Delegates, of the payments of the Contracting Authority. The Organisation shall ensure that the appropriate payments are then made to the Co-Delegates without unjustified delay;
- j) where relevant, repay funds to the Contracting Authority in line with Article 15 of Annex II without prejudice to Article 6;
- k) not delegate any, or part of, the tasks listed above to the Co-Delegates or other entities.

### **Article 3: Obligations of the Co-delegates**

The Co-Delegates shall:

- a) carry out the activities as assigned to each Co-Delegate in Annex I, taking all necessary and reasonable measures to ensure that the Action is carried out in accordance with the description of the Action in Annex I and the terms and conditions of this Agreement;
- b) ensure that the Organisation has or obtains the data needed to draw up the reports, financial statements and other information or documents required by this Agreement and the annexes thereto, including any information needed in the event of monitoring or evaluations, as described in Article 10 of Annex II, as well as the relevant management declarations and audit or control opinion referred to in Articles 3.10 to 3.12 of Annex II (this does not apply to those documents and Co-Delegates that fall within an arrangement with the European Commission to provide either of them annually);
- c) ensure that all information to be provided and requests made to the Contracting Authority are sent via the Organisation;
- d) agree with the Organisation upon appropriate internal arrangements for the internal coordination and representation of the Co-Delegates vis-a-vis the Contracting Authority for any matter

concerning this Agreement, consistent with the provisions of this Agreement and in compliance with the applicable legislation(s);

- e) be responsible in the event of audits and checks, as described in Article 17 of Annex II for providing all the necessary documents, without prejudice to Article 5.

#### **Article 4: Termination and suspension**

##### **4.1 Article 13 of Annex II is amended as follows:**

- a) in the first paragraph of Article 13.1 of Annex II, “may terminate” shall be replaced by “may terminate or partially terminate” and the “the Organisation” shall be replaced by “a Delegatee”. In addition to Article 13.1 and in respect thereof, the Contracting Authority shall discuss prior to termination the possible reallocation of the tasks and responsibilities of the Delegatee which is terminated, in case of partial termination, among the remaining Delegatees, or on its possible replacement by a third party.
- b) In duly justified cases, the Organisation may propose to terminate the participation of a Co-Delegatee to this Agreement. For this purpose, the Organisation should communicate to the Contracting Authority the reasons for the proposed termination of its participation and the date on which it should take effect, as well as a proposal on the reallocation of the tasks and responsibilities of the Co-Delegatee whose participation is terminated, or on its possible replacement. The proposal should be sent in good time before the termination is due to take effect. If the Contracting Authority agrees, the Agreement should be amended accordingly in conformity with Article 11. If the Contracting Authority does not agree, either Party may terminate the Agreement in accordance with Article 13.3.

##### **4.2 In the case of termination of the participation of a Delegatee in accordance with Article 4.1 a) or b), the final payment regarding the activities allocated to the Delegatee concerned shall be included in the next payment request following termination communicated to the Contracting Authority.**

#### **Article 5: Framework agreements and special arrangements**

Where the Organisation and a Co-Delegatee have both concluded framework agreements with the European Commission, the framework agreement of each Delegatee shall apply for the purpose of this Agreement, except regarding obligations on reporting and payments, to which only the Organisation's framework agreement shall apply.

#### **Article 6: Financial responsibility**

Each Delegatee shall be financially responsible solely for the part of the Action to be implemented by it (including by its Contractors and Grant Beneficiaries), as set out in the Annex I, or for the activities assigned to it during the implementation of the Action in case these are not defined in the Annex I. The Contracting Authority shall recover any unduly paid or incorrectly used funds directly from the Organisation unless the Organisation can demonstrate that amounts to be recovered under this Agreement only relate to activities that have or should have been implemented by a Co-Delegatee in accordance with Annex I. In such case, the Contracting Authority will recover directly from the concerned defaulting Co-Delegatee.

#### **Article 7: Dispute settlement**

Where one of the Delegatees is an international organisation, Article 14.4.b of Annex II shall apply to the entire Agreement. In case a dispute does not concern all Delegatees, the dispute settlement mechanism foreseen in Article 14.4.b will apply between the Contracting Authority and the relevant Delegatee(s).

**Annex III - A: Budget [\*1]**

BUDGET ALL YEARS (USD)		BUDGET per YEAR			
Budget Categories *	Total (in USD)	2014	2015	2016	2017
Global level Activities	7,819,213	1,181,880.00	1,637,533.00	2,500,000.00	2,500,000.00
Regional and Sub Regional Support	5,903,981.00	157,346.00	1,032,019.00	2,207,308.00	2,207,308.00
Support to 17 country offices	43,344,367.00	7,217,998.00	12,125,369.00	12,000,000.00	12,000,000.00
Coordination and Management costs	527,675.45	85,570.24	147,959.21	147,073.00	147,073.00
<b>Sub-total Direct Eligible Costs</b>	<b>57,295,236.45</b>	<b>8,442,894.24</b>	<b>14,943,890.21</b>	<b>18,854,381.00</b>	<b>18,854,381.00</b>
Indirect Costs	4,010,608.55	804,881.60	1,046,071.61	1,179,808.67	1,179,808.67
<b>Total Eligible Costs</b>	<b>61,305,845.00</b>	<b>9,247,775.84</b>	<b>15,989,961.82</b>	<b>19,034,189.67</b>	<b>19,034,189.67</b>

[\*1] Amounts mentioned are indicative as they are based only on firm pledges received so far. In addition, active fundraising is ongoing to secure additional funds from other donors.

**Annex III - B : Detailed description of budget categories and lines**

Budget lines	Description
Global level coordination	Support for coordination of overall programme, knowledge development with academia, capacity strengthening activities, exchanges of experiences and good practices, advocacy activities and partnerships with African Union, Regional Economic Commissions (RECs), regional civil society organizations, academic institutions.
	Staff costs : One P5 Coordinator, one P3 Technical Specialist at UNFPA and one P3 Technical Specialist at UNICEF, one G5 Administrative Assistant and support from the Finance Specialist at UNFPA Brussels Office (necessary to implement the tasks related to the financial and the contract management of the project).
Support to UNFPA-UNICEF regional offices	The regional offices supported are mainly, but not limited to : West and Central Africa Regional Office (WCARO), East and Southern Africa Regional Office (ESARO), and Arab States Regional Office (ASRO). This budget line includes support to the African Union, Regional Economic Commissions (RECs) and INGOs for advocacy, capacity development, accountability system, and development of good practices.
	Support INGOs for advocacy and capacity development : Support provided to implementing partners such as AIDOS and The End FGM Guardian Global Media Campaign. AIDOS: capacity strengthening on media engagement at the country level in several programme countries, and building bridges between the diaspora between Europe and African countries of origin. The End FGM Guardian Global Campaign: Capacity strengthening for local media and global level advocacy campaign.
	Support to 3 UNFPA-UNICEF regional offices : Support for programme implementation during programme period to West and Central Africa Regional Office, East and Southern Africa Regional Office, Arab States Regional Office. Providing technical support for Country plans of action, and facilitating cross-border exchanges and south-south learning. Engaging the African Union, Regional Economic Commissions and other regional institutions.
Support to 17 country offices	Support for the implementation of the 17 country programmes during programme period ) for A.) legal and policy reform, implementation and accountability. B.) Improving access to and quality care for girls and women. C.) Increasing social support for ending FGM. D.) Empowering girls and women. E.) Engaging boys and men. F.) Communication initiatives.
	Countries Covered : Burkina Faso, Gambia, Guinea, Guinea-Bissau, Mali, Mauritania, Nigeria, Senegal, Djibouti, Eritrea, Ethiopia, Kenya, Somalia, Sudan, Uganda, Yemen, Egypt.
Coordination/Management costs	Costs related to coordination and management of the Joint Programme by the Administrative Agent (AA), UNFPA





## FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

[http://ec.europa.eu/budget/library/execution/privacy\\_statement\\_en.pdf](http://ec.europa.eu/budget/library/execution/privacy_statement_en.pdf)

ACCOUNT NAME (3)			
ACCOUNT NAME (1)	UNITED NATIONS POPULATION FUND (UNFPA)		
ADDRESS	805 THIRD AVENUE		
	FIFTH FLOOR		
TOWN/CITY	NEW YORK	POSTCODE	NY10158
COUNTRY	UNITED STATES		

(1) The name or title under which the account has been opened and not the name of the authorized agent


CONTACT	Ms. SIETSKE STENEKER		
TELEPHONE	02 550 18 30	FAX	02 550 18 33
E - MAIL	steneker@unfpa.org		

BANK			
BANK NAME	ING Belgium S.A. / N.V.		
BRANCH ADDRESS	60 COURS ST MICHEL		
TOWN/CITY	BRUSSELS	POSTCODE	1040
COUNTRY	BELGIUM		
ACCOUNT NUMBER	301-0188056-54		
IBAN (2)	BE42301018805654		

(2) If the IBAN Code (International Bank account number) is applied in the country where your bank is situated

REMARKS :

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE
(Both obligatory)
 ING Belgium SA/NV Business Branch Institutionals Rens Van Der Stockenstraat 14-16 Rue du Trône Senior Account Officer 1000 Brussels businessbranch.bru.institutionals@ing.be

DATE + SIGNATURE OF ACCOUNT HOLDER:
(Obligatory)
 2 MARCH 2011

(3) It is preferable for the bank to copy the data statement. Please note that the bank statement has to provide all the information listed above under 'ACCOUNT NAME' and 'BANK'. In this case, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.



## ANNEX V

### Request for payment for PAGODA

Date of the request for payment <.....>

For the attention of

<Address of the Contracting Authority>

<Financial unit indicated in the Agreement><sup>1</sup>

Reference number of the Agreement: ...

Title of the Agreement: ...

Name and address of the Organisation: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request payment of pre-financing/interim payment/balance<sup>2</sup> under the Agreement mentioned above.

The amount requested is [in accordance with Article 4 of the Special Conditions of the Agreement/the following: ...]<sup>3</sup>

Please find attached the following supporting documents:

- narrative and financial progress report (for pre-financing / interim payments )
- final narrative and financial report (for payment of the balance)<sup>4</sup>

The payment should be made to the following bank account:...<sup>5</sup>

Please when making the payment indicate the following communication: ...

I hereby certify on honour that the information contained in this request for payment is full, reliable and true, that the costs incurred can be considered eligible in accordance with the Agreement and that this request for payment is substantiated by adequate supporting documents that can be checked.

Yours faithfully,

<signature>

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<sup>1</sup> If applicable, please do not forget to address a copy of this letter to the European Union Delegation mentioned in Article 5 of the Special Conditions of the Agreement.

<sup>2</sup> Delete the options which do not apply.

<sup>3</sup> Delete the option which does not apply.

<sup>4</sup> Delete the items which do not apply.

<sup>5</sup> Indicate the account number shown on the identification form annexed to the Agreement. In the event of change of bank account, please complete and attach a new identification form as per model.

N.B.: Instalments of pre-financing, interim payments and final payments shall be made upon approval of the payment request accompanied by a progress or final report (see Articles 19 and 26 of the General Conditions of Agreement).





## **Annex VI**

### **Communication and Visibility Plan for the UNFPA-UNICEF Joint Programme on FGM/C**

#### **Background and existing framework of cooperation**

A number of donor governments have provided support to the UNFPA-UNICEF Joint Programme on the Abandonment of Female Genital Mutilation/Cutting: Accelerating Change (hereafter referred to as the “Programme”. Phase II donors include Finland, Germany, Iceland, Ireland, Italy, Luxembourg, Norway, Sweden, and the United Kingdom. The EU will begin to provide financial support to the Programme in 2016.

Whenever appropriate, and ensuring national government leadership and ownership of the action aimed to support the abandonment of FGM/C, communication and visibility materials will make reference to the donors of the Programme.

#### **Objectives**

##### **1. Overall communication objectives**

The main objective of visibility activities is the communication of results achieved in terms of abandonment of FGM/C and improvement in the situation of girls, their families and their communities thanks to the partnership.

The Programme will use appropriate measures to publicize that it has received funding to pursue the implementation of activities at global, regional, and country level. Where relevant the measures will be undertaken jointly with the donor partners.

Joint communication opportunities for the stakeholders to the Programme will be regularly explored with the Steering Committee, where they are represented. Yearly and long-term objectives will be established in consultation with stakeholders and in line with organizational communication priorities.

Visibility and communication play a key role in this Programme, at all levels of intervention:

- **At community and national level**, given the emergence of, communication has the potential to reach millions of families through multiple possible channels of dissemination not only with new information about human rights and the harms of FGM/C, but also to spread across the entire country the voices of communities, women and leaders who have publicly declared their support for ending the practice. This is central to enhancing the movement to end FGM/C because as individuals and communities become aware that others support ending the practice they increasingly consider abandonment as an option.
- **At regional and continental level**, communication and visibility of successful activities will improve knowledge sharing between countries, increase cross-border collaboration and collection of good practices. Moreover, efforts will contribute to mobilizing regional and continental institutions, including the African Union and Regional Economic Communities. The visibility of their commitment to ending the practice and of their partnership with the Joint Programme will enhance the legitimacy and potential of the movement to end FGM/C.

- At **global level**, visibility will support global advocacy efforts to amplify the voice of national governments and civil society organizations to position the issue of FGM/C high on the international agenda. Visibility will also serve to promote the greater engagement from donor countries and institutions and generate commitment and support from additional partners.

## 2. Target groups and objectives

Within the countries of intervention, communities, the general public and decision makers are key audiences.

The Programme:

- Will work in close cooperation with the donors (e.g. through local Embassies and Delegations etc.) in order to maximize the effectiveness of communicating the results and impact of the programme.
- Bring FGM/C to the forefront of the agenda for decision makers usually under the umbrella of the national action plans, by building awareness, visibility and public momentum behind the issue, and by giving a voice to girls affected by FGM.
- Ensures that Country Offices continue to be encouraged to invite governmental and intergovernmental donor representatives with Embassies or Delegations in their country to advocacy events, public declarations, ceremonies and other events related to the Programme. Programme visibility material will be produced, as well as multimedia content, including acknowledging support from donors when appropriate.
- Make known the roles of the UNFPA, UNICEF and of the donor partners in the efforts towards the elimination of FGM/C.

At Regional and Global level, Civil society organizations, Governments/Members States, regional bodies in particular the African Union, and donors are key audiences.

Results of the Programme will be showcased at key United Nations sessions and commissions, including the General Assembly and the Commission on the Status of Women, as well as international high-level advocacy events that include key decision makers.

The Programme will:

- Share good practices, lessons-learned and methodologies that can be replicated.
- Mobilize Governments/Members states on their role in developing positive legal and political environment for supporting action toward the abandonment of FGM/C.
- Mobilize additional resources for the Programme from donor countries.
- Make known the roles of the UNFPA, UNICEF and of the donor partners and their efforts towards the elimination of FGM/C.

### Key Communication activities

Key activities that will take place during the period covered by the communication and visibility plan:

### Activities at the global level, regional and country levels

Activity	Period	Indicators
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Side-events at the UN General Assembly and the Commission on the Status of Women and/or events in NY and donor capitals to commemorate the International Day of Zero Tolerance of FGM (Feb.6) in support of initiatives by Member States including the donors	January to December	Number of global advocacy events
High level advocacy events in each of the country (International Day of Zero Tolerance, The Girl Child, Violence against Women....)	January to December	Number of high level advocacy events
Web site, links to the EU website, articles in <a href="http://www.unicef.org/eu/">http://www.unicef.org/eu/</a> , <a href="http://www.unicef.org/eu/devaid_child_protection.html#pid5849">http://www.unicef.org/eu/devaid_child_protection.html#pid5849</a> as well as in UNFPA <a href="http://www.unfpa.org/female-genital-mutilation">http://www.unfpa.org/female-genital-mutilation</a> and UNICEF web pages	January to December	Number of human stories and publications
Development of an Annual report consolidating achievements at country, regional and Global levels.	June	Annual report published and disseminated
Documenting innovative approaches and production of booklets, publications	July-December	Number of human stories, and documentation produced
Organize Journalist field visits	January/February	Number of published articles
Organize Donor field visits	April-May	Number of donors field visit
Global & Regional conferences/high level meetings on FGM/C and harmful practices	January to December	Number of conferences/High level meetings
Information on the Programme on social media (facebook, twitter, etc)	January to December	Number of messages posted
Publications, videos, animations, movies , infographics	January to December	Number of materials developed
Engage with media to publicize statements made by community/religious leaders in favour of ending FGM/C	January to December	Number of media coverage on FGM/C elimination efforts

#### **Distribution of responsibilities**

The **Executive Offices of UNFPA and UNICEF**. Senior managers speak at the highest level about UNFPA and UNICEF's priorities, articulating the vision and impact of the FGM/C Joint Programme and acknowledging the donors' contributions.

The **UNFPA and UNICEF HQ Team** shapes the Programme's overall direction and sets global communications priorities by identifying high-profile themes, objectives, opportunities and events. The UNFPA and UNICEF's HQ Team are supported by the two organizations' **Media and Communications Branch/Division**, which develop and implement the UNFPA and UNICEF Global Communications Strategy. Media and communication officers at the regional and country level will implement their respective strategies in coordination with colleagues at the global level.

**Regional Offices** assess the state of communications, including strategy implementation, emerging needs, progress and challenges. They give strategic guidance to the Regional Communications Advisers and both organizations' Focal Points of the Joint Programme.

**Country Offices** are responsible for communications at the country level. They connect programme activities to the Programme's vision and mission, and communicate the Programme's impact to partners and stakeholders to generate support. In particular, **FGM Focal Points in the Country Offices will liaise with communication officers** to help develop and carry forward national communications strategies linked to the Programme's priorities and country context.

I, the undersigned, <insert forename and surname>, in my capacity as <insert function in the entrusted entity or person>, confirm that in relation to the Agreement <insert reference of the concrete Agreement>, (the “agreement”), based on my own judgement and on the information at my disposal, including, inter alia, the results of the audits and controls carried out, that:

1. The information submitted under Article 3 General Conditions of the Agreement for the financial period dd/mm/yyyy to dd/mm/yyyy is properly presented, complete and accurate;
2. The expenditure was used for its intended purpose as defined in Annex I of the Agreement;
3. The control systems put in place give the necessary assurances that the underlying transactions were managed in accordance with the provision of this Agreement.
4. The Organisation performed the activities in compliance with the obligations laid down in the Agreement and applying the accounting, internal control, audit systems, and procedures for grants and procurement, including a review procedure,<sup>1</sup> referred to in Article 2.5 and 2.6 of the General Conditions and which have been positively assessed in the ex-ante pillars assessment.

Furthermore, I confirm that I am not aware of any undisclosed matter which could harm the interests of the European Union.

*[However, the following reservations should be noted:]*<sup>2</sup>.

<insert place and date>

.....

(signature)

<Insert forename and surname>

<sup>1</sup> Adapt if grants and/or procurement procedures is/are not the one(s) assessed by the Commission and take out for PA Grant Agreements

<sup>2</sup> Option to be used in case of reservations.

