

CO-FINANCING CONTRIBUTION AGREEMENT  
BETWEEN THE GOVERNMENT OF ITALY  
AND  
THE UNITED NATIONS POPULATION FUND

This Agreement is made between the Government of Italy (hereinafter referred to as “the Donor”) and the United Nations Population Fund (hereinafter referred to as “UNFPA”).

**Whereas** the Donor agrees to contribute funds to UNFPA (hereinafter referred to as “the Contribution”) for the implementation of **the 2014 Population and Housing Census of Myanmar** (hereinafter referred to as “the Programme”).

**Whereas** UNFPA, is prepared to receive and administer the Contribution for the implementation of the Programme;

**Now, therefore**, the Donor and UNFPA agree that the terms and conditions under which the Donor will provide the Contribution to UNFPA are set forth as follows:

**Article I: Entry into force and duration of Agreement**

1. This Agreement will enter into force upon signature by both UNFPA and the Donor, and remain in force for the duration of the Programme, unless terminated earlier by either Party as provided for in Article VII.
2. The period for the duration of the Programme shall run for 32months from January 2014 or upon the receipt of funds by UNFPA, whichever is the later.

**Article II: The Contribution**

3. The Donor will contribute **EURO 650,000** to cover the costs of the Programme, as described in Annex 1 of this Agreement.
4. The Donor will make payments to the following UNFPA Bank Account:  
**Account Number:** 301018805654EUR  
**Bank Name:** ING Belgium NV/SA  
**Account Name:** UNFPA EURO Account  
**SWIFT Address:** BBRUBEBB010  
**Address:** 60 Cours Saint Michel  
1040 Brussels, Belgium  
**IBAN Number:** BE42301018805654
5. Payment of full Contribution shall be made upon signature of the Agreement. If payments are not received in accordance with the above payment schedule, the activities to be carried out under this Agreement may be reduced, suspended or terminated by UNFPA.

The Donor will inform UNFPA when the Contribution is paid via e-mail message with remittance information to: [rmb@unfpa.org](mailto:rmb@unfpa.org)

6. If the Contribution is made in a currency other than United States dollars, its value will be determined by applying the United Nations operational rate of exchange in effect on the date of Entry into force. Should there be a change in the United Nations operational rate of exchange upon receipt of funds, the value of the Contribution will be adjusted accordingly to reflect the gain or loss arising. If in such a case, a loss in the value of the balance of funds is recorded, UNFPA will inform the Donor to determine whether any further financing may be provided by the Donor. If such further financing is not available, the activities of the Project may be reduced, suspended or terminated by UNFPA.
7. Any interest revenue from credit balances of the Contribution shall be administered in accordance with UNFPA's Financial Regulations and Rules.
8. If unforeseen increases in expenses or commitments are expected or realized (whether due to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNFPA shall submit to the Donor, on a timely basis, a supplementary estimate showing the further financing required.
9. If the additional financing requested in accordance with the paragraphs above is not forthcoming from the Donor or other sources, UNFPA and the Donor will consult with a view to obtaining additional resources. In the event that the necessary resources are not forthcoming, the activities funded through this Agreement may be reduced, suspended or terminated by UNFPA.

### **Article: III Administration and Reporting**

10. UNFPA will administer the Contribution and the activities financed there from in accordance with its applicable Financial Regulations and Rules, policies and procedures.

In accordance with the UNFPA Executive Board's decisions and directives as reflected in UNFPA's Policy on Recovery of Indirect Costs for Co-financing, the Contribution will be subject to a cost recovery charge of 7% (seven percent) for indirect costs incurred by UNFPA. The amount will be 8% (eight percent) starting January 2014, in accordance with Executive Board decisions on cost recovery. All direct costs of implementation, including the costs of implementing partner/agency, will be identified in the Programme budget against a relevant budget line and borne by the Programme accordingly.

11. In accordance with UNFPA's Regulations and Rules, policies and procedures, UNFPA will submit to the Donor(s):

UNFPA will submit to the Donor:

- (a) One multi-donor progress report within 3 months following the end of each calendar year;

(b) One final multi-donor report within six months following the date of operational completion of the Programme or, in the event of termination of this Agreement, following such termination;

(c) One annual multi-donor financial statement certified by an authorized official of UNFPA (Finance Branch, Division for Management Services) as of 31 December of the year in question, to be submitted no later than 30 June of the following year;

(d) One final multi-donor financial statement certified by an authorized official of UNFPA (Finance Branch, Division for Management Services) to be submitted no later than 30 June following the year in which the Programme was operationally completed.

12. The reports under paragraph 1 (a) and (b) of this Article will comprise narrative and interim financial information. Further to the reporting requirements stipulated under paragraph 1 (a) through (d) of this Article, UNFPA agrees to keep the Donor informed of key issues, progress and problems relating to the Programme, as appropriate.

13. All reports or statements referred to under this Article will be expressed in United States Dollars. In the event that other donors contributed to the Programme, the reports under paragraph 1 (a) through (d) of this Article shall be consolidated.

#### **Article IV: Evaluation**

14. The evaluation of the Programme shall be subject to the provisions contained in the UNFPA Evaluation Policy as approved by UNFPA's Executive Board.

#### **Article V: Auditing**

15. The Contribution will be subject exclusively to the internal and external auditing procedures provided for in UNFPA's Financial Regulations and Rules policies and procedures.

16. Any disclosure of internal audit reports shall be subject to the applicable decisions and directives of UNFPA's Executive Board.

17. If the programme is implemented by an UNFPA implementing partner/agency, the Government Supreme Audit Institution or a reputed private sector audit service may carry out the audit. The audit will be commissioned by UNFPA, and will be subject to funding being provided for as part of the programme.

#### **Article VI: Unspent Balances**

18. Any unspent balance derived from the Donor's Contribution which remains after the financial closing of the Programme will be utilized as follows:

- a. If the balance does not exceed \$US 5,000, the Donor agrees that it will be credited to UNFPA's un-earmarked contributions.
- b. If the balance is more than \$US 5,000, it will be refunded to the donor.

Any unspent balance which remains in the pooled fund after the financial closing of the programme, shall be refunded, in amounts proportionate to each donor's individual contribution.

**Article VII: Settlement of Disputes**

- 19. Any dispute, controversy or claim arising out of or relating to this Agreement shall be settled by way of consultation by the Parties.
- 20. Nothing in this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and its subsidiary organs including UNFPA.

**Article VIII: Termination of Agreement**

- 21. After consultations have taken place between the Donor and UNFPA, and provided that the payments already received, together with other funds available to the Programme, are sufficient to meet all commitments and liabilities incurred in the implementation of the Programme, this Agreement may be terminated by either Party with ninety (90) days written prior notice to other Party.
- 22. Notwithstanding the operational completion or termination of this Agreement, UNFPA will continue to hold any unutilized Contribution until all commitments and liabilities incurred in the implementation of all or part of the Programme, for which this Agreement has been terminated, have been satisfied and Programme activities brought to an orderly conclusion.
- 23. Any contribution balance remaining, following the satisfaction of all commitments and liabilities referred to in the above paragraphs, shall be distributed by UNFPA in consultation with the donor.

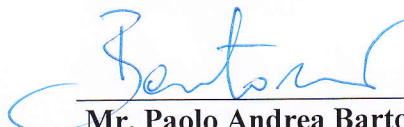
**Article IX: Amendment of Agreement**

24. This Agreement may be amended by mutual agreement of the Parties in writing.

**In witness whereof**, the undersigned have signed the present Agreement in two copies.

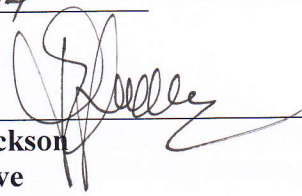
For the Donor:

Date: March 21, 2014

  
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**Mr. Paolo Andrea Bartorelli**  
Ambassador of Italy  
Myanmar

For UNFPA:

Date: 28/3/14

  
\_\_\_\_\_  
**Ms. Janet Jackson**  
Representative  
UNFPA Myanmar