



ADMINISTRATIVE DOCUMENT FOR THE STRATEGIC PARTNERSHIPS

MINISTRY OF FOREIGN AFFAIRS AND COOPERATION,

THE SPANISH AGENCY FOR INTERNATIONAL
DEVELOPMENT COOPERATION, AND

THE UNITED NATIONS POPULATION FUND

ADMINISTRATIVE DOCUMENT

BETWEEN

THE SPANISH MINISTRY OF FOREIGN AFFAIRS AND COOPERATION,

THE SPANISH AGENCY FOR INTERNATIONAL DEVELOPMENT COOPERATION

AND THE

UNITED NATIONS POPULATION FUND

WHEREAS, this Administrative Document regarding Contributions to the United Nations Population Fund (this "Administrative Document" or "Document") is being concluded by the Spanish Ministry of Foreign Affairs and Cooperation ("MAEC"), acting on its own behalf as well as on behalf of the Spanish Agency for International Development Cooperation ("AECID", and together with MAEC also referred to herein as the "Spanish Cooperation"), and the United Nations Population Fund ("UNFPA");

WHEREAS, the Spanish Cooperation and UNFPA recall the Strategic Partnership Framework between them;

WHEREAS, the AECID is a public law entity attached to the MAEC via the State Secretariat for International Cooperation and for Ibero-America (SECIPI), as established by Spanish law 23/1998 of 7 July, as well as an international development cooperation entity of Spain, and whereas AECID's statutes were approved by Royal decree 1403/2007 of 26 October, last amended by Royal decree 1424/2012 of 11 October;

WHEREAS, UNFPA is a subsidiary organ of the United Nations established by the General Assembly pursuant to resolution 3019 (XXVII) of 18 December 1972;

WHEREAS, UNFPA may receive funding from the MAEC and the AECID, within their available budgets, to achieve its mandate;

NOW, THEREFORE, the MAEC, AECID and UNFPA, collectively referred to as the "Parties" and each separately as a "Party", agree as follows:

1. Purpose

- 1.1. The Purpose of this Document is to establish the administrative framework that shall apply to support by the Spanish Cooperation to UNFPA and its programmes of assistance.
- 1.2. The Parties recall the international consensus on aid effectiveness, including the Paris Declaration, the Accra Agenda for Action, and the Busan Document. The Parties intend for this Document to promote a stable and predictable UNFPA funding framework based on multiannual strategic planning, subject to available resources.

2. Contributions to UNFPA Regular Resources

- 2.1. Regular Resources. The Spanish Cooperation undertakes to contribute annually to the Regular Resources of UNFPA, subject to the availability of budgetary resources. Unless otherwise decided by the UNFPA Executive Board, the term "Regular Resources" means resources available to UNFPA that are commingled and untied.

3. Contributions to UNFPA Trust Funds

- 3.1 Trust Funds. The Spanish Cooperation will make contributions to UNFPA Trust Funds in support of specific UNFPA programme activities subject to available resources. Unless otherwise decided by the UNFPA Executive Board, the term "Trust Fund" means a co-financing mechanism established as a separate accounting entity through which contributions may be received in support of specified purposes consistent with the policies, aims and activities of UNFPA. In accordance with UNFPA's financial regulations, Trust Funds form a part of UNFPA's Other Resources.
 - (a) Contributions from FONPRODE. Where the Spanish Cooperation will make contributions to UNFPA from the resources of the Development Promotion Fund ("FONPRODE"), approved by a Spanish Cabinet agreement, such contributions will be made on the basis of a "Contribution Agreement" to be concluded between the Parties.
 - (b) Contributions from Spain's Cooperation Funding to International Organizations. Where the Spanish Cooperation will make contributions to UNFPA from the international cooperation funding allocated to international organizations for developing the Spanish Government's foreign policy (pursuant to article 8.1.a of Spain's Royal decree 794/2010 of 16 June), such contributions will be made on the basis of a "Resolution of Grant Concession" to be agreed between the Parties.

- (c) The Spanish Cooperation may decide to make contributions to UNFPA from any other resources available to it, subject to such terms and conditions as agreed between the Parties.

4. Communications, Consultations, Exchange of Information

- 4.1. The Parties shall maintain fluid communications at the levels of UNFPA headquarters in New York, Spain's Permanent Mission to the United Nations, and the central offices of the MAEC and the AECID in Madrid, and at the local levels between UNFPA Country Offices, Sub-regional and Regional Offices (as applicable), and the AECID Technical Cooperation Offices. The Parties expect that such communication will facilitate strategic dialogue and the exchange of ideas, policies and lessons learned.
- 4.2. The Parties will keep each-other informed and will consult on issues of mutual interest and issues in furtherance of this Document.
- 4.3. The relevant AECID Technical Cooperation Offices will be regularly informed about the progress of programme-related work, maintaining a suitable partnership in order to ensure adequate coordination.
- 4.4. Consultation and the exchange of information in application of this article must be conducted without prejudice to the need to protect the confidential and restricted nature of certain information and documentation.
- 4.5. The Parties may invite each other to send observers to meetings or conferences under their auspices and which, in the opinion of one of the Parties, may interest the other Party. These invitations are subject to the procedures applicable to these meetings or conferences.

5. Monitoring this Administrative Document

- 5.1. The Parties will jointly monitor the implementation of this Administrative Document.
- 5.2. Annual Monitoring Meeting. The Parties will convene at least one meeting per annum, to be held in the last quarter of each year, either in New York City or in Madrid, or as otherwise agreed between the Parties, with the aim of discussing their activities under this Document, exchanging views, and agreeing on improvements. Specifically, such meetings will focus on:
 - (a) Discussing the state of cooperation between the Parties and monitoring the implementation of this Document;
 - (b) Generally reviewing the financial contributions made by Spain and potentially agreeing on the reallocation of funds;

(c) Reviewing the report prepared by UNFPA pursuant to article 5.3 hereof.

- 5.3. UNFPA will prepare one monitoring report for consideration by the Parties at their annual monitoring meeting, which will include an analysis of progress towards implementing this Document, as well as the updated statement of the Spanish Cooperation's financial contributions to UNFPA. Such updated financial statement shall be uncertified and shall be prepared in accordance with the financial regulations, rules and procedures of UNFPA. The monitoring report will be made available at least one month before the Parties' annual meeting.

6. Evaluation

- 6.1. Evaluations of UNFPA shall be done in accordance with the terms of UNFPA's Evaluation Policy as from time to time amended by the UNFPA Executive Board.

7. Recognition, Visibility, Use of Emblem/Logo

- 7.1. The Parties agree to give appropriate acknowledgement to each-other's contributions under this Document in written communications to the public. UNFPA shall ensure that publications, communications, press releases or other information material issued by UNFPA with respect to any activity financed under this Document shall clearly indicate that the activity in question received funding from the Government of Spain, subject always to the safety and security considerations of each of the Parties. The use of each Party's emblem or logo in any such written communications shall be subject to the prior written agreement of the relevant Party in each case.

- 7.2. The signatories shall prepare a joint communication plan for the duration of the Strategic Partnership Framework.

8. Budgetary Framework

- 8.1. The Government of Spain will advocate for an increasingly forward-looking approach to its financial contributions to UNFPA, based on the availability of budgetary resources. Other Spanish public authorities, particularly the autonomous communities and local entities, may decide to make contributions to UNFPA. To do so, they may join in this Agreement by way of an amendment thereto, to be concluded between the Parties and the joining entity.

9. Duration, Modification, Termination, Resolution of Disputes

- 9.1. This Document shall enter into force upon signature by the Parties, and shall continue in full force unless terminated in accordance with the provisions of this Agreement.

- 9.2. This Document may be modified by mutual agreement of all of the Parties, provided written notice is given three (3) months in advance.
- 9.3. This Agreement may be terminated by any Party by giving 90 (ninety) calendar days written notice of termination to the other Parties. The termination of this Document shall not affect the validity of any supplementary agreement concluded hereunder. Regardless of its termination, this Document shall remain in force only to the extent necessary for any supplementary agreement to remain in force.
- 9.4. Any dispute, controversy or claim that may arise under or in relation to this Document, or the breach, termination or invalidity thereof, shall be resolved amicably between the Parties, without prejudice to other dispute resolution modalities that may be included in any of the agreements referred to in paragraph 3.1 (a) to (c).

10. Notices

- 10.1. Any notice or request required or permitted to be given or made under this Document will be in writing. Such notice or request will be deemed to be duly given or made when it will have been delivered by hand, mail, email or any other agreed means of communication to the Party to which it is required to be given or made, at such Party's address specified below or at such other address as the Party will have specified in writing to the Party giving such notice or making such request.

For the MAEC:

Secretario General de Cooperación Internacional para el Desarrollo.
Torres Ágora. Torre Norte, 1ª Planta.
Calle Serrano Galvache.
28071. Madrid. Spain.
Fax: +34 91 394 89 39
E-mail: secretariageneral@maec.es

For the AECID:

Director de la Agencia Española de Cooperación Internacional al Desarrollo.
Avenida Reyes Católicos, 4,
28040 MADRID, Spain
Fax: +34 91 583 82 34
Email: vicepresidente.aecid@aecid.es

For UNFPA:

Chief, Resource Mobilization Branch
United Nations Population Fund

605 Third Avenue
New York, NY 10158
United States of America
Email: RMB@unfpa.org

11. Miscellaneous

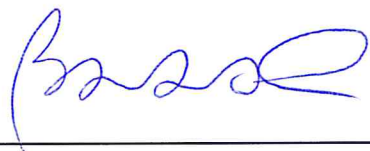
- 11.1. This Document includes the full understanding of the Parties with regard to the subject matter of this Document, and replaces all prior agreements relating to the same purpose. Failure by either Party to apply a provision of this Document does not mean that this provision or any other in the Agreement may be waived. The invalidity or inapplicability of a provision in this Document does not render other provisions in the Agreement invalid or inapplicable.
- 11.2. This Document is signed in four original copies, two in Spanish and two in English. Any discrepancies between the Spanish and English versions shall be resolved as provided in Article 9.4 above.
- 11.3. Nothing in this Document shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNFPA.

IN WITNESS WHEREOF, the duly authorised representatives of the Parties hereby affix their signatures to this Agreement.

For the
United Nations Population Fund

For the
Ministry of Foreign Affairs and
Cooperation of the Kingdom of Spain
and the
Spanish Agency for International
Cooperation Development

Signature: _____



Name: Babatunde Osotimehin

Title: Executive Director

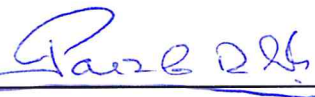
Date: _____

April 07 2015

Place: _____

Madrid

Signature: _____



Name: Gonzalo Robles Orozco

Title: Secretary General for International
Cooperation for Development; Vice
President AECID Governing Board

Date: _____

7/4/2015

Place: _____

Madrid