

THIS AGREEMENT IS PROGRAMME COOPERATION AGREEMENT OPTION 1, TO BE USED BY UNICEF FIELD OFFICES DEPENDING ON THE COMPLEXITY AND DURATION OF PARTNERSHIPS AND THE TOTAL VALUE OF UNICEF SUPPLIES AND EQUIPMENT, AND CASH, TO BE MADE AVAILABLE TO THE PARTNER (USING “US\$100,000 OR MORE” AS A GUIDE)

THIS PROGRAMME COOPERATION AGREEMENT to support implementation of UNICEF’s Programme of Cooperation with the Government of []¹ (together with its annexes, this “PCA” or this “Agreement”), is entered into between

BETWEEN: UNICEF, THE UNITED NATIONS CHILDREN’S FUND (“UNICEF”), an international inter-governmental organization established by the General Assembly of the United Nations, having its office in []² at []³

AND: []⁴ ([]⁵ or “Partner”, together with UNICEF the “Parties” and each one of them a “Party”), an organisation established and registered under the laws of []⁶ having its offices in []⁷ at []⁸

BASIS FOR THIS AGREEMENT

A. UNICEF is an integral part of the United Nations. It works with governments, communities, civil society organisations, the private sector, and other partners worldwide to advance children’s rights, and is guided by the Universal Declaration of Human Rights, the Convention on the Rights of the Child, and the Convention on the Elimination of All Forms of Discrimination against Women.

B. The Government of []⁹ (the “Host Government”) and UNICEF have agreed on a programme of cooperation for the period []¹⁰ to improve the lives of children and women in []¹¹ (the “UNICEF []¹² Programme”) which has been approved by the UNICEF Executive Board. The UNICEF []¹³ Programme is part of the Government’s overall development strategy []¹⁴. UNICEF is accountable to the Government and to the UNICEF Executive Board for the results

¹ Name of country where collaboration takes place

² Name of country where collaboration takes place

³ Address of field office in country where collaboration takes place

⁴ Full name of partner

⁵ Short-form name of partner

⁶ Name of country where partner is legally established

⁷ Name of country where collaboration takes place

⁸ Address in country where collaboration takes place

⁹ Name of country

¹⁰ Period of Country Programme

¹¹ Name of country

¹² Name of country

¹³ Name of country

¹⁴ **If a United Nations Development Assistance Framework has been developed for this country, add the words:** “and has been developed within the context of the United Nations Development Assistance Framework for [name of country] dated [date of UNDAF].”

achieved in implementing the UNICEF []¹⁵ Programme. The Basic Cooperation Agreement between UNICEF and the Host Government dated []¹⁶ (the "BCA") forms a platform for UNICEF's work in []¹⁷. UNICEF's operations in []¹⁸ can include response to humanitarian crises.

C. In agreement with the Host Government, UNICEF plans to implement the UNICEF []¹⁹ Programme by working in partnership with beneficiary communities and civil society, the public sector, communities, the private sector, and others. The implementation of the UNICEF []²⁰ Programme is detailed in the Country Programme Action Plan dated []²¹ (the "CPAP") and in the work plans for the UNICEF []²² Programme. The CPAP establishes the framework within which UNICEF enters into partnerships with, among others, civil society to implement the UNICEF []²³ Programme.^{24 25}

D. Partner is a civil society organisation that shares UNICEF's values and principles, and has a special ability to undertake activities that are crucial for implementing the UNICEF []²⁶ Programme.²⁷ Partner is not profit-oriented and is non-partisan. UNICEF and Partner share a commitment to the principles set out in the Universal Declaration of Human Rights, the Convention on the Rights of the Child, and the Convention on the Elimination of All Forms of Discrimination Against Women. They are both committed to the principles of Government ownership of the development agenda reflected in the Paris Declaration of Aid Effectiveness and the Accra Commitments and Plan of Action. Partner shares UNICEF's commitment to fostering an active local civil society in []²⁸ and to supporting capacity-building efforts for local civil society organisations. It is mindful of local custom and culture. Both UNICEF and Partner are committed to participatory and sustainable development and to providing assistance

¹⁵ Name of country

¹⁶ Date of BCA

¹⁷ Name of country

¹⁸ Name of country

¹⁹ Name of country

²⁰ Name of country

²¹ Date of CPAP

²² Name of country

²³ Name of country

²⁴ **If this partnership relates to humanitarian interventions, replace this paragraph with the following paragraph:** C. UNICEF is assisting in the response to the humanitarian emergency that has arisen in [place] because of [describe origin of emergency – e.g. flood, hurricane, unrest, etc.] (the "Situation") as part of its overall operation in [name of country] within the context of the UNICEF [name of country] Programme and in fulfillment of the UNICEF Core Commitments to Children in Humanitarian Action. In agreement with the Host Government, UNICEF plans to undertake its response to the Situation by working in partnership with communities, civil society organisations, the private sector, and others.

²⁵ **If a United Nations Development Assistance Framework has been developed for this country AND an UNDAF Action Plan has been agreed to and signed, replace this paragraph with the following paragraph:** In agreement with the Host Government, UNICEF plans to implement the UNICEF [name of country] Programme by working in partnership with beneficiary communities and civil society, the public sector, communities, the private sector, and others. The implementation of the UNICEF [name of country] Programme is detailed in the [name of country] UNDAF Action Pan dated [date] (the "UNDAF-AP") and in the work plans for the UNICEF [name of country] Programme. The UNDAF-AP establishes the framework within which UNICEF enters into partnerships with, among others, civil society to implement the UNICEF [name of country] Programme.

²⁶ Name of country

²⁷ **If this partnership relates to humanitarian interventions, replace this sentence with the following sentence:** "[short-form name of partner] is a civil society organisation and shares UNICEF's values and principles, and has a special ability to undertake activities that are crucial for the effective response to the Situation."

²⁸ Name of country

impartially. They acknowledge their accountabilities to those whom they assist and those who provide support to their work. They are committed to ensuring that they do not expose intended beneficiaries, including children, to any form of discrimination, abuse or exploitation. Partner has a special expertise in the area of []²⁹ and is therefore able to collaborate in the effective implementation of the UNICEF []³⁰ Programme.

E. UNICEF and Partner wish to work together to implement the []³¹ component of the UNICEF []³² Programme and therefore have jointly developed a collaborative programme (the "PCA Programme")³³ and jointly prepared the programme document attached as **ANNEX 1** (the "PCA Programme Document"). Partner has assured UNICEF that it can and will make its contribution to implementation of the PCA Programme, as set out in the PCA Programme Document, with programmatic excellence, efficient use of resources and inputs, and effective risk management.

AGREEMENT

NOW THEREFORE, acting in a spirit of partnership and collaboration, the Parties agree as follows:

I Definitions

1. In this Agreement the following words have the following meanings:
 - a. BCA means the Basic Cooperation Agreement between UNICEF and the Host Government dated []³⁴.
 - b. Cash Transfer means the maximum amount of money that UNICEF has agreed to provide to Partner to assist it in implementing the PCA Programme, as set out in paragraph 20 below.
 - c. Cash Transfer Instalment means each separate instalment by which UNICEF transfers the Cash Transfer, as set out in paragraph 20 below.
 - d. CPAP means the Country Programme Action Plan dated []³⁵, agreed to and signed by UNICEF and the Host Government to guide implementation of the UNICEF []³⁶ Programme.

²⁹ Name of programme area where partner's special expertise makes it a good partner for UNICEF

³⁰ Name of country

³¹ Name of programme sector

³² Name of country

³³ If this partnership relates to humanitarian interventions, replace this sentence with the following sentence: UNICEF and [short form name of partner] wish to work together on the response to the Situation and have jointly developed collaborative programme (the "PCA Programme") and jointly prepared the programme document attached as **ANNEX 1** (the "PCA Programme Document").

³⁴ Date of BCA

³⁵ Date of CPAP

³⁶ Name of country

- e. FACE form means the form to be used for requesting and reporting on the use of Cash Transfer Instalments, as referred to in paragraph 22(a) below and attached as Annex 2.
- f. Final Completion Date means the date by which the PCA Programme is to be fully implemented, as referred to in paragraph 6 below.
- g. Host Government means the Government of []³⁷.
- h. PCA Programme means the programme that has been collaboratively designed by UNICEF and Partner and will be collaboratively implemented by them in accordance with this Agreement, as set out in Recital E above.
- i. PCA Programme Document means the document attached as Annex 1 as referred to in Recital E above, which sets out the elements of the PCA Programme (including the budget) and the roles and responsibilities of the Parties in implementation of the PCA Programme.
- j. PCA Programme Manager means the person appointed by Partner following UNICEF's agreement to be responsible for Partner's operations in connection with the PCA Programme, as set out in paragraph 3 below.
- k. Partner's Direct Programme Support Costs means Partner's costs attributable to the management and administration of the PCA Programme, that can be identified as arising directly and unequivocally from its implementation.
- l. Partner's Indirect Programme Costs means Partner's costs incurred in implementing the PCA Programme that cannot be separately identified and traced unequivocally to the PCA Programme, whether incurred in []³⁸ or elsewhere.
- m. Personnel means employees, officials, officers and directors, contractors, agents, representatives, technical experts, consultants, and all other persons engaged by or affiliated with a Party working on or providing support to the implementation of the PCA Programme.
- n. UNICEF []³⁹ Programme means the programme of cooperation between UNICEF and the Host Government as referred to in Recital B above.

II

Cooperation and Partnership between the Parties

General

2. The Parties will work together in a spirit of cooperation and partnership, with the responsibilities and accountabilities set out in this Agreement, to implement the PCA Programme in full in a timely, efficient, and effective, manner.

³⁷ Name of country

³⁸ Name of country

³⁹ Name of country where collaboration takes place

Designation of Focal Points and a Programme Manager

3. Each of the Parties will designate a focal point for managing the collaboration between them and will inform the other of any replacement of its designated focal point.

4. The Parties will jointly agree on a programme manager for the PCA Programme (the "PCA Programme Manager"), to be appointed by Partner. The PCA Programme Manager will be responsible for Partner's operations in connection with the PCA Programme.

Regular Consultations

5. The Parties will keep each other informed on the progress of their work in relation to the PCA Programme. Consultation meetings will take place at least every three (3) months or more frequently as circumstances demand. The Parties will make all relevant information and advice available to each other.

Date this Agreement becomes Effective; Term of this Agreement

6. This Agreement will become effective once it is signed by both Parties. It will continue in force for []⁴⁰ ([])⁴¹ months, at which time the PCA Programme is to be fully completed (the "Final Completion Date"), unless either (a) one of the Parties terminates this Agreement early, in accordance with this Agreement; or (b) the Parties agree in writing to extend the Final Completion Date to a specific later date, in which case this Agreement will continue until that new date.

III

Partner's Role in Implementing the PCA Programme

Partner's Role and Responsibilities Generally

7. Partner will contribute to implementation of the PCA Programme by undertaking the responsibilities allocated to it in the PCA Document in full cooperation with UNICEF and doing so in accordance with the budget, schedule, and other details set out in the PCA Programme Document, including by:

- a. commencing work on the responsibilities allocated to it in the PCA Programme Document promptly upon signing this Agreement and, if necessary, receipt of the first instalment of the supplies and equipment and cash to be transferred to it by UNICEF;
- b. completing those responsibilities with diligence and efficiency, and in conformity with all requirements in the PCA Programme Document (including in connection with schedule and budget);
- c. co-operating with UNICEF and other partners in connection with UNICEF's monitoring, oversight, and evaluation responsibilities under this Agreement, including in connection with visits to the site or sites where the PCA Programme is being implemented;

⁴⁰ Number of months in words

⁴¹ Number of months in figures

d. providing the reports required under this Agreement in a timely manner and satisfactory to UNICEF, and furnishing all other information covering the PCA Programme and the use of any supplies and equipment and cash transferred to it by UNICEF that UNICEF reasonably asks for; and

e. providing full co-operation to UNICEF and others as requested by UNICEF in connection with any audits or investigations relating to the PCA Programme or this Agreement.

Partner's Contribution

8. Partner will contribute technical assistance, supplies and equipment, and services, to the implementation of the PCA Programme.

a. Technical Assistance. Partner will provide the technical assistance allocated to it in the PCA Programme Document.

b. Supplies and Equipment. Partner will provide all the supplies and equipment allocated to it in the PCA Programme Document. If Partner buys some or all of these supplies and equipment using money transferred to it by UNICEF under this Agreement, the provisions of paragraph 28 below will apply. All supplies and equipment used by Partner, whether or not either given to it by UNICEF or purchased using money given to it by UNICEF, will be in good and usable condition. Partner will store the supplies and equipment safely and protect them against theft or damage. Partner will insure the supplies and equipment at its own cost against loss or damage. Partner will be responsible for assessing and ensuring the quality of the supplies and equipment at the point of distribution. Partner will be responsible for monitoring effective distribution and use of the supplies and equipment.

c. Services. Partner will provide the non-technical services allocated to it in the PCA Programme Document. Partner will ensure that these services are provided by competent professionals and will engage those professionals through an open, transparent, and competitive process giving preference to local service-providers in []⁴².

Partner's Personnel

9. Partner will provide all the personnel necessary to provide its designated contribution to the implementation of the PCA Programme, as set out in the PCA Programme Document.

a. Partner will ensure that the full complement of qualified Personnel is engaged and deployed as soon as possible so that implementation of the PCA Programme can start on time. Any Personnel hired by Partner in order to fulfil its obligations under this Agreement will be hired through an open, transparent, and competitive process giving preference to locally-recruited personnel (including consultants).

b. Partner will ensure that all its Personnel (i) meet the standards of qualification and technical and professional competence necessary for the achievement of the PCA Programme's objectives; (ii) comply with the anti-corruption and anti-harassment policies of UNICEF and the provisions of the Secretary-General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse; and (iii) do not expose

⁴² Name of country

intended beneficiaries, including children, to any form of discrimination, abuse, or exploitation. Partner will ensure that all relevant national labour laws are observed.

c. Partner will ensure that its Personnel comply with the anti-corruption policies of UNICEF and, in particular, that they will not solicit gratuities, favors or gifts from contractors or potential contractors. Partner will further ensure that none of Partner's Personnel participates in the selection, award or administration of a contract, grant or other benefit or transaction funded by the Cash Transfer (i) in which that person, members of that person's immediate family or his or her business partners, or organizations controlled by or substantially involving that person, either has or have a financial interest, or (ii) which involves organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment.

d. Partner will be responsible to its Personnel for their safety and security. Unless otherwise approved by appropriate authorities within the United Nations at the relevant time, Partner's Personnel will not be eligible for inclusion in the United Nations security plan for []⁴³. UNICEF will not be liable for any claims of death, bodily injury, disability, damage to property or any other hazards which any of Partner's Personnel may suffer in connection with the implementation of the PCA Programme. Partner will obtain and maintain all appropriate workmen's compensation and liability.

e. Partner's Personnel are not officials, consultants, or employees of UNICEF and are not covered by the privileges and immunities applying to UNICEF and UNICEF's staff and consultants pursuant to the Convention on the Privileges and Immunities of the United Nations, the BCA, or otherwise.

Compliance with Laws

10. Partner will comply with all applicable local laws governing its operations including labour laws and will comply with all contractual obligations it enters into including those relating to rent and payment of debts.

IV

UNICEF's Role in Implementing the PCA Programme

UNICEF's Role and Responsibilities Generally

11. UNICEF will contribute to the implementation of the PCA Programme by undertaking the responsibilities allocated to it in the PCA Programme Document in full cooperation with Partner, including by:

- a. commencing and completing the responsibilities allocated to it in the PCA Programme Document in a timely manner (assuming all necessary reports and other documents are available);
- b. making the transfers of supplies and equipment and cash that are set out in the PCA Programme Document in accordance with the provisions of this Agreement;

⁴³ Name of country

- c. undertaking and completing the on-going monitoring, oversight and evaluation of the PCA Programme;
- d. liaising on a on-going basis, as needed, with the Host Government, other members of the United Nations Country Team in []⁴⁴, donors, and other stakeholders in connection with the PCA Programme; and
- e. giving overall guidance, oversight, technical assistance support, and leadership for the implementation of the PCA Programme, as part of the implementation of the UNICEF []⁴⁵ Programme, and making itself available for consultations as requested.

UNICEF's Contribution

12. UNICEF will contribute technical assistance, monitoring and evaluation, and other contributions to the implementation of the PCA Programme.

- a. Technical assistance. UNICEF will provide the technical assistance allocated to it in the PCA Programme Document.
- b. Monitoring and Evaluation. UNICEF will undertake and complete the on-going monitoring and evaluation of the implementation of the PCA Programme in accordance with the monitoring and evaluation plan set out in the PCA Programme Document.
- c. Other Inputs. UNICEF will provide the other inputs allocated to it in the PCA Programme Document.

UNICEF's Personnel

13. UNICEF will deploy all the duly-qualified Personnel necessary to undertake its responsibilities under this Agreement.

V

UNICEF's Support to Partner

General

14. Partner has asked UNICEF to provide it with supplies, equipment, and cash so it can contribute to implementation of the PCA Programme in accordance with this Agreement, and UNICEF has agreed to do so.

Grant of Supplies and Equipment to Partner; Written Requests Required; Reporting

15. UNICEF will transfer to Partner supplies and equipment in an amount and breakdown not to exceed the amount and breakdown of supplies and equipment set out in the PCA Programme Document. The PCA Programme Document identifies the supplies and equipment to be transferred to Partner, the instalments in which the supplies and equipment will be transferred, and the expected timing of those transfers. Partner will become owner of those

⁴⁴ Name of country

⁴⁵ Name of country

supplies and equipment when it receives them. UNICEF will not store any of those supplies and equipment for Partner or otherwise hold them on Partner's behalf.

16. The supplies and equipment will be given to Partner solely so that it can contribute to the implementation of the PCA Programme as part of the UNICEF []⁴⁶ Programme.⁴⁷ They will be used, as far as possible, exclusively for implementation of the PCA Programme. They will be deployed and distributed by Partner in accordance with the schedule included in the PCA Programme Document unless UNICEF agrees otherwise.

17. UNICEF will transfer supplies and equipment in response to written requests from Partner, in accordance with the following procedures:

- a. Each written request will be signed by the PCA Programme Manager and will
 - (i) specify the supplies and equipment to be transferred, making reference to the supply input plan and timetable incorporated into the PCA Programme Document;
 - (ii) specify the date by which Partner is requesting that the supplies and equipment be delivered to it by UNICEF and the programmatic basis on which this date is selected;
 - (iii) specify the place to which UNICEF is to deliver the supplies and equipment to Partner or that Partner is to collect the supplies and equipment from UNICEF; and
 - (iv) confirm that Partner has complied with the provisions of paragraph 8(b) above, or has made the arrangements that are necessary so that it can comply with the provisions of paragraph 8(b) above, as applicable.
- b. The first such written request may be made as soon as this Agreement has been signed by both Parties.
- c. The date to be specified in accordance with paragraph 17(a)(ii) above is to be indicative only and must be not less than twenty (20) working days (in []⁴⁸) after the date the written request is received by UNICEF.
- d. Within ten (10) working days (in []⁴⁹) of receiving a written request in proper form, UNICEF will (i) determine the appropriate amount of supplies and equipment to be transferred in response to such request; and (ii) advise Partner of the amount and breakdown of the supplies and equipment, if any, that will be transferred and the expected date of transfer. It is understood that should the supplies and equipment to be delivered to Partner be in the UNICEF warehouse in country at the time UNICEF so

⁴⁶ Name of country

⁴⁷ **If this partnership relates to humanitarian interventions, this sentence should be amended to read:** "The supplies and equipment will be given to Partner only so that it can contribute to the implementation of the PCA Programme as part of the response to the Situation within the context of UNICEF's overall operation in [name of country]."

⁴⁸ Name of country where collaboration takes place

⁴⁹ Name of country

advises Partner, delivery will usually be made within ten (10) working days (in []⁵⁰) of that date.

18. At the time it receives each transfer of supplies and equipment, Partner will provide UNICEF with a written acknowledgement of receipt. Any defective supplies and equipment must be returned to UNICEF promptly after any defects are identified, in which case UNICEF will provide replacements of the same or equivalent supplies and equipment as soon as possible.

19. Partner will report to UNICEF on the use of the supplies and equipment transferred to it, in accordance with the provisions of paragraph 35 below.

Grant of Cash to Partner; Written Requests Required; Reporting

20. UNICEF will transfer cash to⁵¹ Partner, in an amount not to exceed []⁵² ([]⁵³) (the "Cash Transfer"), as listed in the budget enclosed with the PCA Programme Document. The PCA Programme Document identifies the instalments in which the Cash Transfer will be transferred (the "Cash Transfer Instalments" and each one of them a "Cash Transfer Instalment"), and the expected timing of those transfers. Partner will become owner of the money when it receives it. UNICEF will not hold any money on Partner's behalf.

21. Each Cash Transfer Instalment will be transferred to⁵⁴ Partner solely so that it can contribute to the implementation of the PCA Programme as part of the UNICEF []⁵⁵ Programme.⁵⁶ It will be used exclusively for implementation of the PCA Programme in accordance with the PCA Programme Document.⁵⁷

22. UNICEF will make each Cash Transfer Instalment to⁵⁸ Partner in response to a written request from Partner, in accordance with the following procedures:

a. Every three (3) months during the term of this Agreement, Partner will send UNICEF a written request for the Cash Transfer Instalment specified for that period in the PCA Programme Document. Partner will do so using the Funding Authorisation and Certificate of Expenditures form (the "FACE form"), a copy of which is attached as

⁵⁰ Name of country

⁵¹ If the HACT direct payment modality is used, add the words, "or on behalf of"

⁵² Projected total amount of cash to be transferred to the partner, stated in words

⁵³ Projected total amount of cash to be transferred to the partner, stated in figures

⁵⁴ If the HACT direct payment modality is used, add the words, "or on behalf of"

⁵⁵ Name of country

⁵⁶ **If this partnership relates to humanitarian interventions, this sentence should be amended to read:** "The UNICEF Cash Grant will be given to [short-form name of partner] only so that [short-form name of partner] can contribute to the implementation of the PCA Programme as part of the response to the Situation within the context of UNICEF's overall operation in [name of country]."

⁵⁷ **The last sentence of this paragraph applies only if the pre-HACT "cash assistance" modality is used or if the HACT direct cash transfer modality is used.** If the HACT reimbursement modality is used, the last sentence of this paragraph should be amended to read, "It is to be available to reimburse expenditures incurred exclusively in connection with implementation of the PCA Programme and in accordance with the PCA Programme Document." If the HACT direct payment modality is used, the last sentence of this paragraph should be amended to read, "It is to be available to meet financial obligations incurred exclusively in connection with implementation of the PCA Programme and in accordance with the PCA Programme Document"

⁵⁸ If the HACT direct payment modality is used, add the words, "or on behalf of"

ANNEX 2 and is available on line at <http://www.undg.org/index.cfm?P=255>.⁵⁹ The written request will be signed by the PCA Programme Manager.

b. The first such written request may be made as soon as this Agreement has been signed by both Parties. If such request is in proper form and complete UNICEF will determine the amount to be transferred and will transfer that amount to Partner within a reasonable time after receiving that request.

c. The second and each subsequent written requests will be due one (1) month before the start of the three (3) months period to which it relates. If such request is received in a timely fashion and is in proper form and complete (including in connection with the proper reporting on any Cash Transfer Instalment previously made) UNICEF will determine the amount to be transferred and will transfer that amount to Partner within a reasonable time before the start of the three (3) months period to which the written request relates.

d. Unless UNICEF agrees otherwise, a Cash Transfer Instalment will not be made if any prior Cash Transfer Instalment has not been reported on to UNICEF's satisfaction in accordance with this Agreement.⁶⁰

23. At the time it receives each Cash Transfer Instalment, Partner will provide UNICEF with a written acknowledgement of receipt.⁶¹

24. UNICEF will only be required to transfer to⁶² Partner the amount UNICEF determines is owing under the terms of this Agreement. UNICEF will not be liable to Partner or any third party for any amounts that UNICEF determines are not owing under this Agreement.

25. Partner will report to UNICEF on the use of each Cash Transfer Instalment. These reports will be provided every three (3) months, using the FACE form. UNICEF will have access upon request to the documents supporting the report on use of the Cash Transfer Instalment as set out in the FACE form.

⁵⁹ **If the HACT reimbursement or direct payment modality is used, the following additional sentence should be added:** "The FACE form should be accompanied by a detailed explanation of the nature of the expense for which reimbursement or direct payment is sought, as the case may be, and in the case of direct payment, the full and complete details of the vendor to which the payment is requested."

⁶⁰ **If the HACT reimbursement or direct payment modality is used, the following additional sub-paragraph should be added:** "UNICEF will disburse funds to Partner on a reimbursement basis, or to Partner's vendors on its behalf and in accordance with the instructions set out in the written notice referred to in this paragraph 22, once UNICEF has verified that the requested payment relates exclusively to an obligation incurred exclusively in connection with implementation of the PCA Programme and in accordance with the PCA Programme Document and that there are no grounds for believing the obligation was incurred in violation of this Agreement."

⁶¹ **This paragraph applies only if the pre-HACT "cash advance" modality is used or if the first or second of the three HACT Cash Transfer modalities is used.** If the HACT direct payment modality is used, the paragraph should be amended to read, "Partner will ensure that at the time a third-party vendor receives payment from UNICEF on its behalf, that third party vendor provides Partner and UNICEF with a written receipt of payment."

⁶² If the HACT direct payment modality is used, add the words, "or on behalf of"

26. The Cash Transfer includes an amount for Partner's Indirect Programme Costs, as set out in the PCA Programme Document. Partner will receive this component of the Cash Transfer by withdrawing the agreed-upon percentage from each Cash Transfer Instalment.

27. Partner can vary the projected cost of any single input in the budget included in the PCA Programme Document that will be funded by the Cash Transfer, provided that (a) the cumulative variations in the projected cost of that input in the budget included in the PCA is no more than twenty percent (20%) from the original projected cost of that input; (b) the total amount of Partner's Direct Programme Support Costs does not exceed the amount approved by UNICEF (which can be up to one quarter of the total amount of the budget); and (c) the total budget included in the PCA Programme Document, and the amount of the Cash Transfer remains the same. Any variation that does not comply with the provisions of the previous sentence will require UNICEF's prior written agreement.

Special Provisions relating to Management and Expenditure of the Cash Transfer

28. If Partner uses any of the money transferred to it by UNICEF under this Agreement to buy supplies or equipment, it will buy them from local manufacturers in []⁶³ (unless otherwise agreed by UNICEF⁶⁴), through an open and transparent process reflecting the principles of quality, economy and efficiency. Those supplies and equipment will be bought on the basis of competitive bids or quotations received from local manufacturers that accept the standard UNICEF contractual provisions relating to anti-personnel mines and child labour, which are set out in **ANNEX 3**. Those supplies and equipment will be used, as far as possible, exclusively for implementation of the PCA Programme.

29. Partner will exercise the highest standard of care when handling and administering the supplies and equipment and cash provided to it by UNICEF. It will ensure that in handling and administering the supplies and equipment and cash provided to it by UNICEF, its Personnel will conduct themselves with the highest standards of integrity in the administration of public assets including money, especially in connection with the prevention of fraud, misuse, and corruption.

30. Partner agrees to apply the highest reasonable standard of diligence to ensure that the supplies and equipment and money provided by UNICEF under this Agreement (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred by Partner to any individual or entity on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999), available at <http://www.un.org/Docs/sc/committees/1267>; and (c) are not used, in the case of money provided by UNICEF, for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations;

Provisions Relating to Motor Vehicles on Loan

31. The vehicles, if any, listed on the supply list in the PCA Programme Document will be provided to Partner on loan only. Such vehicles will be provided to Partner once the Parties sign the standard UNICEF vehicle loan agreement, a copy of which will be provided to Partner.

⁶³ Name of country where the collaboration takes place

⁶⁴ **EXPLANATORY NOTE:** Authority to approve a civil society partner's off-shore procurement of supplies and equipment using funds provided by UNICEF rests with Director, Supply Division Copenhagen, taking into account the recommendations of the head of the office issuing the PCA.

VI

Record Keeping; Reporting; Monitoring and Evaluation

Record Keeping; Access to Records; Cooperation between the Parties

32. Partner will keep separate books and records with respect to the implementation of the PCA Programme and will do so in such a way that the records relating to all grants of supplies and equipment and of cash provided to it by UNICEF are easily identified. These books and records will be accurate, complete, and up-to-date, and will detail what was received and how it was used.

a. In the case of the Cash Transfer these records will show amounts received and expenditures incurred with each Cash Transfer Instalment, and show that all disbursements are made in conformity with the PCA Programme Document (including the budget included in the PCA Programme Document). Original bills, invoices, receipts and any other relevant documentation are to be kept.

b. Partner will maintain accurate records of supplies and equipment purchased with the Cash Transfer. Detailed inventories should be taken and kept for the duration of the PCA Programme and be made available to UNICEF or its authorised representatives upon request.

33. During the term of this Agreement and for five (5) years after the completion of the PCA Programme or the termination of this Agreement (whichever happens later), Partner will allow UNICEF staff or any personnel acting on UNICEF's behalf (including the internal and external auditors of UNICEF and any persons acting on their behalf, together with any investigators or other persons undertaking an investigation on UNICEF's behalf), full and unrestricted access to Partner's books and records relating to this Agreement and to the implementation of the PCA Programme. UNICEF staff or any personnel acting on UNICEF's behalf may conduct on-site reviews of those books and records upon mutual agreement on date and time. In accordance with paragraph 7 above, Partner will provide full co-operation to UNICEF and others as requested by UNICEF in connection with any audits or investigations relating to the PCA Programme or this Agreement.

34. To the extent consistent with its regulations, rules, procedures, and practices, UNICEF will cooperate with any internal or external audit or investigation of Partner in connection with this Agreement or the implementation of the PCA Programme.

Reporting and Auditing

Regular Reports on Use of Supplies and Equipment and Cash Provided by UNICEF

35. Partner will provide UNICEF with regular reports on the use of the supplies and equipment provided to it by UNICEF, in accordance with paragraph 36 below. Partner will provide UNICEF with regular reports on the use of the Cash Transfers, in accordance with paragraph 25 above.

Regular Reports on Implementation of the PCA Programme

36. Partner will provide UNICEF with regular progress reports on implementation of the PCA Programme every six (6) months. It will do so using the template that is attached to this Agreement as **ANNEX 4**. Each progress report will contain

- a. a detailed description of work done and the use of the supplies and equipment provided to Partner by UNICEF during the reporting period;
- b. an assessment of whether the PCA Programme is being implemented in accordance with the PCA Programme Document (including the budget);
- c. an assessment of whether the PCA Programme is achieving the results for children it has been designed to achieve; and
- d. a description of any obstacles to full and timely implementation (and suggestions of how to overcome those obstacles).

37. The first regular progress report will be due at the same time the first regular financial report (required under paragraph 25 above) is due. Subsequent progress reports will accompany every second written request for a Cash Transfer Instalment after that.

Annual Certified Financial Report

38. Within three (3) months of the end of each calendar year in which it receives or spends funds provided by UNICEF under this Agreement, Partner will provide UNICEF with an annual statement of expenditure, expressed in the local currency and certified by the most senior employee of Partner who has authority for financial matters, using the template that is attached to this Agreement as **ANNEX 5**.

Final Report

39. Three (3) months after completion of the PCA Programme or termination of this Agreement (whichever happens first), Partner will provide UNICEF with a final report that complies with the requirements of paragraph 36 above. This final report will cover the entire PCA Programme and include a final financial report on the use of all Cash Transfer Instalments transferred to Partner, certified by the most senior employee of Partner who has authority for financial matters.

Audit

40. At UNICEF's request Partner will have its books and records relating to the PCA Programme and this Agreement audited by an independent external auditing firm satisfactory to UNICEF. It is understood that the Parties will agree on responsibility for the cost of any such audit at the time UNICEF makes its request. Partner will instruct the independent external auditing firm to deliver the report of that audit to UNICEF at the same time it is delivered to Partner. UNICEF will have the right to make this request during the term of this Agreement and up to three (3) years after the termination of this Agreement.

Monitoring and Evaluation

41. UNICEF will follow the monitoring and evaluation plan set out in the PCA Programme Document in undertaking and completing the monitoring and evaluation of the PCA Programme. The Parties will provide full cooperation to each other in connection with monitoring and evaluating the PCA Programme. Representatives of the Host Government, other members of the local UN Country Team, and other stakeholders including donors, may participate in monitoring and evaluation missions at UNICEF's discretion. UNICEF will share a copy of each monitoring and evaluation report with Partner for comment prior to finalising it. It is understood that all evaluation reports may be made public by UNICEF promptly after they are finalised unless UNICEF determines otherwise.

VII **Miscellaneous Matters**

Special Assurance by Partner

42. Partner assures UNICEF that no official of UNICEF has received or will be offered by Partner or any of its Personnel any direct or indirect benefit arising from this Agreement. Partner agrees that breach of this provision is a breach of an essential term of this Agreement.

Responsibility for Claims

43. Each Party will be responsible for its own acts or omissions, whether negligent or intentional, and those of its Personnel. Partner will be responsible to UNICEF and to third parties, including the Host Government and beneficiary communities, for everything it and its Personnel do. Partner will indemnify UNICEF in the case of any claims brought against UNICEF or any of UNICEF's Personnel, that arise out of the acts or omissions of Partner or Partner's Personnel.

44. Each Party will be responsible for all claims brought against it by any of its Personnel. Partner will indemnify UNICEF against any claims brought against UNICEF or any of its Personnel by any of Partner's Personnel except where gross negligence or wilful misconduct of UNICEF or any of its Personnel is established.

Use of the Parties' names, logos, and emblems

45. Each of the Parties is allowed to use the other's name, logo, and emblem in connection with the implementation of the PCA Programme (including reporting on the PCA Programme). Otherwise, neither Party will use the other's name, logo, or emblem unless it receives prior written permission, and neither Party will make reference to this collaboration in its fund-raising materials without the other Party's express prior written permission. The UNICEF name, logo, and emblem may only be reproduced in the ways set out in the UNICEF Brand Manual.

Term and Termination; Suspension or Termination by UNICEF; Parties' Responsibilities once this Agreement has terminated

Term of the Agreement; Actions by the Parties on Termination

46. The term of this Agreement is set out in paragraph 6 above.

The Parties' Rights to Terminate this Agreement Early; Actions by the Parties if there is Early Termination

47. Either Party may terminate this Agreement by giving thirty (30) calendar days' notice to the other Party in each of the following situations:

- a. if it concludes that the other Party has breached its obligations under this Agreement and has not remedied that breach after being given fourteen (14) calendar days' written notice to do so; and
- b. if it concludes that the other Party cannot meet its obligations under this Agreement.

48. UNICEF may also suspend or terminate this Agreement on fourteen (14) calendar days' written notice in each of the following situations:

- a. if implementation of the PCA Programme has not commenced within a reasonable time after the date this Agreement becomes effective;
- b. if it concludes that Partner does not share its commitment to the principles referred to in Recital D at the beginning of this Agreement;
- c. if it decides there has been a breach of the obligations set out in paragraph 9(b) and (c) above;
- d. if it decides that any of the assurance in paragraph 42 above was not or is not true;
- e. if it decides that Partner or any of its Personnel has engaged in any corrupt, fraudulent, collusive, or coercive practices in connection with this Agreement or the implementation of the PCA Programme;
- f. if funding for the PCA Programme is no longer available to UNICEF; and
- g. if, following consultations with the Host Government and other stakeholders as appropriate, it decides to suspend or cancel implementation of the PCA Programme by Partner or to suspend or cancel implementation of the PCA Programme altogether.

49. For the purposes of this Agreement, the following definitions shall apply: (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation; (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

50. The Party receiving a notice of suspension or termination will immediately take all necessary steps to suspend or terminate (as the case may be) its activities in an orderly manner so that continued expenses are kept to a minimum.

51. Immediately upon sending or receiving a notice of termination UNICEF will cease disbursement of any funds under this Agreement.⁶⁵ Immediately upon sending or receiving a notice of termination, Partner will not make any forward commitments, financial or otherwise, in connection with implementation of the PCA Programme.

52. On completion of the PCA Programme or termination of this Agreement (whichever happens first), Partner will transfer either to UNICEF or in accordance with UNICEF's instructions the unexpended balance of the Cash Transfer held by Partner and the unused supplies and equipment provided by UNICEF under this Agreement.

53. If UNICEF exercises its right to terminate this Agreement under paragraph 48(a), (b), (c), (d) or (e) above, UNICEF will have the right to require Partner to repay to UNICEF such amount of money, up to the total amount paid to Partner by UNICEF prior to the date of the notice of termination, as UNICEF shall determine. It is understood that expenditures by Partner in accordance with this Agreement prior to the date of the notice of termination will not be required to be repaid. The payment owing by Partner will be made promptly upon receipt of UNICEF's notice to pay.

54. If UNICEF exercises its right to terminate this Agreement under paragraph 48(g) above and decides, in consultation with the Host Government as necessary, that the PCA Programme is to be implemented by another organisation, Partner will promptly provide full cooperation to UNICEF and the other organisation in the orderly transfer to the other organisation of all unused supplies and equipment provided to Partner by UNICEF and the provisions of paragraph 52 above will apply.

Resolution of Differences

55. If there is a dispute, controversy or claim between the Parties, they will try to reach agreement amicably by direct negotiations. If no agreement can be reached within thirty (30) days, the dispute, controversy or claim will be decided by the UNICEF Regional Director for the region that includes []⁶⁶ and the chief executive of Partner meeting together, in person or otherwise, to consider the matter.

Privileges and Immunities

56. Nothing in or related to this Agreement shall be deemed a waiver, either express or implied, of any of the privileges and immunities of the United Nations and UNICEF under the Convention on the Privileges and Immunities of the United Nations, the BCA, or otherwise.

⁶⁵ **If either the HACT reimbursement modality or direct payment modality is being used, add the following sentence to this paragraph:** "Debts or financial obligations that Partner has validly incurred in connection with the PCA Programme prior to the date of a notice of termination will be paid by UNICEF as part of the final reconciliation of accounts."

⁶⁶ Name of country where the collaboration takes place

General

57. This Agreement and its Annexes can only be modified by written agreement between the Parties.

58. Neither Party has the authority to make decisions for the other, or to enter into obligations on behalf of the other.

UNICEF, the United Nations Children's Fund

By: _____

☐⁶⁷

Representative

☐⁶⁸

☐⁶⁹
By: _____

☐⁷⁰

☐⁷¹

☐⁷²

⁶⁷ Name of UNICEF representative

⁶⁸ Date signed

⁶⁹ Full name of partner

⁷⁰ Name of person signing for the partner

⁷¹ Title of person signing for the partner

⁷² Date signed by the partner

3 December 2009

**ANNEX 1
PCA Document**

For Reference

3 December 2009

**ANNEX 2
FACE form**

For Reference

ANNEX 3
UNICEF contract provisions

CHILD LABOUR. The vendor represents and warrants that neither it, nor any of its affiliates, nor any subsidiaries controlled by it, makes use of child labour in the manufacture, production, packaging, distribution, or sale of any product. The vendor agrees that this is a fundamental provision of this agreement that will entitle [Partner] to terminate this agreement immediately and without penalty.

MINES: The vendor represents and warrants that neither it, nor any of its affiliates, nor any subsidiaries controlled by its company, is engaged in the sale or manufacture of anti-personnel mines or of components utilized in the manufacture of anti-personnel mines. The vendor agrees that this is a fundamental provision of this agreement that will entitle [Partner] to terminate this agreement immediately and without penalty.

3 December 2009

ANNEX 4
Template for Programmatic Reporting

[to be provided by DPP]

For Reference

ANNEX 5
Template for Certified Financial Reporting

[to be provided by DPP]

For Reference