

**THIS AGREEMENT IS PROGRAMME COOPERATION AGREEMENT OPTION 2, 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 “LESS THAN US\$100,000” AS A GUIDE)**

[UNICEF field office letterhead]

[]<sup>1</sup>

[]<sup>2</sup>

Re: []<sup>3</sup>

Dear []<sup>4</sup>:

Dear []<sup>5</sup>:

I am writing on behalf of UNICEF (“UNICEF”) to confirm our agreement to collaborate with your organisation (“[]<sup>6</sup>” or “Partner”) in connection with a series of activities (the “Activities”) that form part of the UNICEF Programme of Cooperation with the Government of []<sup>7</sup> (the “UNICEF []<sup>8</sup> Programme”), approved by the UNICEF Executive Board.<sup>9</sup>

Specific details about the Activities, and the roles of UNICEF and Partner, are set out in **Annex 1** to this letter. Operational terms and conditions of this collaboration are set out in **Annex 2**.

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<sup>1</sup> Date

<sup>2</sup> Address block for chief manager of the partner

<sup>3</sup> Name of Project

<sup>4</sup> Name of chief manager of the partner

<sup>5</sup> Name of chief manager of the partner

<sup>6</sup> Short-form name of partner

<sup>7</sup> Name of country

<sup>8</sup> Name of country

<sup>9</sup> **If this is for humanitarian response, replace this sentence with the following:** “I am writing on behalf of UNICEF (“UNICEF”) to confirm our agreement to collaborate with your organisation (“[short-form name of partner]” or “Partner”) in connection with a series of activities (the “Activities”) that form part of the UNICEF-assisted humanitarian response to crisis in [name of place], [name of country] arising out of [short statement of origin of crisis] (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 Emergencies.

Please confirm your agreement with the foregoing, on behalf of Partner, by signing, dating, and returning to us the enclosed copy of this letter. The agreement between us will become effective once we receive the signed copy from you.

Yours sincerely,

\_\_\_\_\_  
□<sup>10</sup>  
Representative

Confirmed and Accepted

□<sup>11</sup>  
By: \_\_\_\_\_  
□<sup>12</sup>  
□<sup>13</sup>  
□<sup>14</sup>

\_\_\_\_\_  
<sup>10</sup> Name of Representative  
<sup>11</sup> Full name of partner  
<sup>12</sup> Name of chief manager of partner  
<sup>13</sup> Title  
<sup>14</sup> Date



4. Agreed Budget

For Reference

5. Implementation of the Activities will start on \_\_\_\_\_ and the Activities will be fully implemented no later than \_\_\_\_\_ (the "Final Completion Date").

6. Each Party will make a contribution to implementation of the Activities, as follows.

(a) Partner will contribute:

(i) Technical assistance: \_\_\_\_\_

(ii) Supplies: \_\_\_\_\_

(iii) Other inputs: \_\_\_\_\_

(b) UNICEF will contribute:

(i) Technical assistance: \_\_\_\_\_

(ii) Monitoring and Evaluation: \_\_\_\_\_

(iii) Other inputs: \_\_\_\_\_

7. UNICEF will provide a grant of supplies and equipment and a grant of cash to Partner so that it can make the contribution referred to in paragraph 6(a) above.

(i) The supplies and equipment will be in an amount not to exceed: \_\_\_\_\_

(ii) The cash will be in an amount not to exceed: \_\_\_\_\_

(iii) The supplies and equipment, and cash, will be transferred in the following stages:

Category of Item Transferred<sup>15</sup>/Amount/Date: \_\_\_\_\_

Category of Item Transferred/Amount/Date: \_\_\_\_\_

Category of Item Transferred/Amount/Date: \_\_\_\_\_

8. Partner will provide UNICEF with reports about the progress and the final achievements of the Activities on the following schedule:

<sup>15</sup> **DRAFTING NOTE:** This refers to supplies and equipment (on the one hand) and cash (on the other).

Reports:

Date:

\_\_\_ Narrative \_\_\_\_\_

\_\_\_\_\_

\_\_\_ Basic/simplified financial \_\_\_\_\_

\_\_\_\_\_

\_\_\_ Final \_\_\_\_\_

\_\_\_<sup>16</sup> \_\_\_\_\_

For Reference

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<sup>16</sup> One month after Final Completion Date

## ANNEX 2

1. 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 implementing the UNICEF [ ]<sup>17</sup> Programme.<sup>18</sup> 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. Partner shares UNICEF's commitment to fostering an active local civil society in [ ]<sup>19</sup> and to supporting capacity-building efforts for local civil society organisations. They are mindful of local custom and culture. Both UNICEF and Partner are committed to participatory and sustainable development and to providing assistance 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 [ ]<sup>20</sup> and is therefore able to collaborate in the effective implementation of the UNICEF [ ]<sup>21</sup> Programme<sup>22</sup>.

2. Partner will contribute to implementation of the Activities by providing the inputs allocated to it in ANNEX 1 in full cooperation with UNICEF, including by: (a) commencing work on the inputs allocated to it in ANNEX 1 promptly upon signing this Agreement; (b) completing the delivery of those inputs with diligence and efficiency; (c) co-operating with UNICEF and other partners in connection with visits to the site or sites where the Activities are being implemented, including for monitoring, oversight and evaluation purposes; (d) providing the reports required in ANNEX 1 in a timely manner to UNICEF's satisfaction, and furnishing all other information covering the Activities and the use of any supplies and equipment and cash granted 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 Activities.

3. UNICEF will contribute to the implementation of the Activities by undertaking the responsibilities allocated to it in ANNEX 1 in full cooperation with Partner including by: (a) commencing and completing the responsibilities allocated to it in ANNEX 1 in a timely manner (assuming all necessary reports and other documents are available); (b) making the grants of supplies and equipment and cash that are set out in ANNEX 1 in accordance with the provisions of this Agreement so that Partner can contribute to

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<sup>17</sup> Name of country

<sup>18</sup> **If this partnership relates to humanitarian interventions, replace this sentence with the following sentence:** "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."

<sup>19</sup> Name of country

<sup>20</sup> Name of programme area where partner's special expertise makes it a good partner for UNICEF

<sup>21</sup> Name of country

<sup>22</sup> **If this is for humanitarian response, replace this sentence with the following:** "Partner has a special expertise in the area of [name of programme area where partner's special expertise makes it a good partner for UNICEF] and is therefore able to collaborate in the effective implementation of the UNICEF-assisted humanitarian response to the Situation."

implementation of the Activities in accordance with this Agreement; (c) undertaking and completing the on-going monitoring and evaluation of the Activities; (d) liaising on a on-going basis, as needed, with the Host Government, other members of the United Nations Country Team in [ ]<sup>23</sup>, donors, and other stakeholders in connection with the Activities; and (e) giving overall guidance and leadership for the implementation of the Activities, as part of the implementation of the UNICEF [ ]<sup>24</sup> Programme, and making itself available for consultations as requested.

4. Each of the Parties will designate a focal point for managing the collaboration between them. The Parties will jointly agree on a programme manager for the PCA Programme, who will be appointed by Partner and be responsible for Partner's operations in connection with the Activities.

5. Partner's Personnel do not work for UNICEF and are not covered by any of UNICEF's privileges and immunities. Partner will be responsible for everything to do with the hiring and managing of its Personnel, including if they do any damage to anyone or anything, and if they suffer any injury during the implementation of the Activities. UNICEF will not accept liability for anything they do or any injury they suffer. 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 [ ]<sup>25</sup>. Partner will obtain and maintain all appropriate workmen's compensation and liability. Any Personnel which Partner needs to hire in order to implement the Activities will be hired through an open and transparent process with a preference being given for locally-recruited personnel (including consultants). Partner will ensure that the full complement of qualified personnel is engaged and deployed quickly so that implementation of the Activities can start on time.

6. Partner will ensure that all of its Personnel working on the Activities (a) meet the standards of qualification and technical and professional competence necessary for the achievement of the Activities' objectives; (b) comply with the 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 (c) do not expose intended beneficiaries, including children, to any form of discrimination, abuse, or exploitation. Partner will ensure that all relevant national labour laws are observed.

7. Partner will also 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 money provided by UNICEF under this Agreement (a) 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 (b) which involves and organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment.

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<sup>23</sup> Name of country

<sup>24</sup> Name of country

<sup>25</sup> Name of country



8. 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.

9. All supplies and equipment used by Partner 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. 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 []<sup>26</sup> (unless otherwise agreed by UNICEF<sup>27</sup>), 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 will be provided by UNICEF. Those supplies and equipment will, as far as possible, be used exclusively for the implementation of the PCA Programme.

10. 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.

11. Partner further assures UNICEF that it will comply with all applicable local laws governing its operations including labour laws. It will comply with all contractual obligations it enters into including those relating to rent and payment of debts.

12. This agreement will go into effect the day UNICEF receives a copy counter-signed by Partner, and will end on the completion of all action required following the final completion of the Activities, unless one of the Parties gives the other thirty (30) calendar days' written notice of termination.

13. UNICEF also has the right to suspend or terminate this Agreement on fourteen (14) calendar days' written notice in each of the following situations: (a) if implementation of the Activities 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 paragraph 1 of this Annex 2; (c) if it decides there has been a breach of the obligations set out in paragraphs 6 and 7 of this Annex 2; (d) if it decides that the assurance in paragraph 10 of this Annex 2 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 Activities; (f) if funding for the Activities is no longer available to

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<sup>26</sup> Name of country

<sup>27</sup> **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.

UNICEF; and (g) if, following consultations with the Host Government and other stakeholders as appropriate, it decides to suspend or cancel implementation of the Activities by Partner or to suspend or cancel implementation of the Activities altogether.

14. 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. Immediately upon sending or receiving a notice of termination UNICEF will cease all disbursement of funds to Partner. 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 Activities. Unless otherwise agreed in writing by UNICEF, all unspent funds provided by UNICEF under this Agreement will be returned to UNICEF within thirty (30) days of such notice of termination; provided however that if UNICEF exercises its right to terminate this Agreement under paragraph 13 (a), (b), (c), (d) or (e) of this Annex 2, 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. If UNICEF, in consultation with the Host Government as necessary, decides that the Activities will be implemented by another organisation, Partner will cooperate with UNICEF and the other institution in the orderly transfer of responsibilities and of unused supplies and equipment provided by UNICEF and unspent funds provided by UNICEF.

15. Partner is only allowed to use the UNICEF name, logo and emblem with UNICEF's prior written permission, and only in connection with the Activities.

16. The privileges and immunities of the United Nations (including UNICEF) are not waived.

17. Any disputes between will be resolved through friendly negotiation at the country level unless the Parties agree on an alternative method of resolving any particular dispute.

18. This agreement can only be changed through a written amendment signed by both Parties.

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