

AusAID-UNICEF MOU for Multi-Bi Projects

CONTRIBUTION AGREEMENT

NUMBER 55800

BETWEEN

THE GOVERNMENT OF AUSTRALIA

AND

UNICEF, THE UNITED NATIONS CHILDREN'S FUND

CONCERNING THE

Education For Children in Areas Affected by Armed Conflict-Mindanao Philippines

THIS CONTRIBUTION AGREEMENT (together with the schedules and attachments hereto, this "Agreement") is made the 7th of June, 2010.

BETWEEN: UNICEF, THE UNITED NATIONS CHILDREN'S FUND ("UNICEF"), an international inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York, 10017, USA.

AND: THE GOVERNMENT OF AUSTRALIA, by and through the Australian Agency for International Development ("AusAID") having its offices at 255 London Circuit, Canberra City, Australian Capital Territory, 2601, Australia.

WHEREAS

- A. UNICEF works with governments, civil society organizations and other partners worldwide to advance children's rights to survival, protection, development and participation, and is guided by the Convention on the Rights of the Child.
- B. Pursuant to an Agreement on Cooperation with the Government of the Philippines, dated 20 November 1948, UNICEF works with the Government of the Philippines in developing and implementing programs, within the Master Plan of Operations, for the benefit of children and women in the Philippines.
- C. Within this framework, the Government of Australia and UNICEF have established the Education For Children in Areas Affected by Armed Conflict-Mindanao Philippines (the "Project"), as more fully described in the project document attached to this Agreement as ATTACHMENT A (the "Project Document"). The Government of Australia supports the development goals of the Project and wishes to make a contribution to UNICEF to help achieve those goals. UNICEF wishes to accept and acknowledge that contribution to its work.
- D. This Agreement between UNICEF and AusAID stipulates the terms and conditions of the contribution and is not an international treaty.

NOW THEREFORE, the Parties agree as follows:

THE CONTRIBUTION

1. AusAID hereby agrees to provide UNICEF with a contribution, in the amount of AUD2,500,000 (the "Contribution") in order to implement the Project.

THE PROJECT

2. The Project is Education For Children in Areas Affected by Armed Conflict-Mindanao Philippines. Its overall objectives are to provide preschool education, to monitor and register children associated with MILF armed forces and to develop potential further program for reunification and reintegration of child soldiers. Unless otherwise agreed, the Contribution will cover all costs of the Project; these are itemised in the budget contained in the Project Document.
3. UNICEF will ensure that the Contribution is utilized exclusively for the AusAID-funded components as set out in the Project Document and in accordance with this Agreement, and will be administered and utilized in conformity with the objectives of the Project.
4. UNICEF will be responsible for implementation of the Project and will enter into such arrangements with the other donors and other partners as is necessary to ensure the successful implementation of the Project.
5. In discharge of its obligations under this Agreement, UNICEF will exercise the same care as it exercises with respect to the administration and management of its own affairs, with the additional responsibility of providing the reports to AusAID as stipulated in the sections on 'Financial Reporting' and 'Monitoring and Evaluation' in this Contribution Agreement.
6. The Project and the Contribution will be administered by UNICEF in accordance with UNICEF's regulations, rules, and procedures including UNICEF's regulations, rules and procedures relating to procurement, anti-corruption, prevention, detection and investigation of fraud and recovery of funds subject to fraud.

FINANCIAL MATTERS

7. The Contribution will be transferred to UNICEF in full upon signing of this Agreement. Project activities will commence once the Contribution has been signed.
8. The Contribution will be transferred to UNICEF in Australian dollars and deposited by the Government of Australia to the following UNICEF bank account or any other bank account designated by UNICEF.

UNICEF NY Treasury Account
Account No. 921636
Westpac Banking Corporation
Level 7, 60 Carrington Street
Sydney NSW 2000
Australia

Swift Code: WPACAU2S

9. In accordance with UNICEF Executive Board Decision 2006/7 of 9 June 2006, UNICEF will apply 7 percent of the Contribution towards UNICEF's indirect program support costs.
10. UNICEF will maintain separate records and ledger accounts in respect of the Contribution and its disbursement. All financial accounts and statements with respect to the Contribution will be expressed in US dollars. Each transaction in a currency other than US dollars will be expressed in US dollars applying the UN operational rate of exchange as of the date of that transaction.
11. Any identifiable interest earned by UNICEF on the Contribution will be administered in accordance with UNICEF's Financial Rules and Regulations.

FINANCIAL REPORTING

12. Unless otherwise agreed, UNICEF will provide AusAID with annual financial statements of account showing the use of the Contribution. The statements will cover the calendar year in which Contribution funds are expended, and will be forwarded to AusAID within six months of closure of accounts for that year. UNICEF will also provide AusAID with a final statement of account showing the use of the Contribution within six months of closure of accounts for the year in which the Agreement terminates.
13. The financial statements referred to in the previous paragraph will be certified by the Comptroller of UNICEF. The financial statements will be subject to the internal and external auditing procedures laid down in the rules and regulations applicable to UNICEF.
14. At the time of submission of the final statement of account, UNICEF will return to AusAID any unexpended or uncommitted portion of the Contribution, unless otherwise agreed in writing by both Parties.

MONITORING AND EVALUATION

15. Unless otherwise agreed, UNICEF will provide AusAID with an annual narrative report and funds utilisation report on the Contribution. The report will cover the calendar year in which Contribution funds are expended and will be forwarded to AusAID by 30 April each year. Details of UNICEF's efforts to recognise the Contribution as Australian will be appended to the report as specified in Clause 18.
16. In addition to the formal reporting requirements set out in this Agreement, UNICEF will keep AusAID informed of progress, challenges and key issues for

the Project as they arise, through contact with the Embassy of Australia to Philippines.

17. UNICEF will give AusAID prior notice in writing if it proposes to make any significant changes to the Project. If AusAID believes such proposed changes would significantly impair the development value of the Project, AusAID and UNICEF will consult on measures to address AusAID's concerns. In the event such changes are implemented without AusAID's agreement, AusAID reserves the right to modify or terminate its financial contribution to the Project, subject to the settlement from AusAID funds of all those of the Project's outstanding obligations which have been necessarily and reasonably incurred by UNICEF and which are properly chargeable to AusAID; always provided that the total amount paid by AusAID will not exceed AUD2,500,000.

RECOGNITION OF THE CONTRIBUTION

18. In accordance with its rules, regulations and procedures UNICEF will, where feasible, endeavour to maximise opportunities for building the identity of the Project as Australian-funded (e.g., through appropriate references in Project-related documentation and public information about the Project). UNICEF will highlight its efforts and achievements in this regard in a separate section, headed "Recognition of Australia's Contribution", in reports to AusAID.

NO WAIVER OF PRIVILEGES AND IMMUNITIES

19. Nothing in or relating to this Agreement shall be deemed a waiver, express or implicit, of any of the privileges and immunities of the United Nations and its subsidiary organs, including UNICEF, whether under the Convention of the Privileges and Immunities of the United Nations, or otherwise, and no provision of this Agreement shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

SETTLEMENT OF DISPUTES

20. The Parties shall use their best efforts to settle amicably any dispute, controversy, or claim arising out of or relating to this Agreement.

COUNTER-TERRORISM PROVISIONS

21. Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both the UNICEF and AusAID are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of AusAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism.

22. In accordance with this policy, UNICEF undertakes to use all reasonable efforts to ensure that none of the Contribution is used to provide support to individuals or entities associated with terrorism. If, during the course of this Agreement, UNICEF discovers a link with any organization or individual associated with terrorism it must inform AusAID immediately.

OTHER PROVISIONS

23. This Agreement shall be deemed to have commenced on 2 June 2010 and will terminate on 30 June 2012.
24. This Agreement constitutes the entire Agreement between the Government of Australia and UNICEF with respect to the Contribution and the Government of Australia's support of the Project.
25. This Agreement may be modified, extended or amended only in writing, signed by both Parties, each of which shall give full and sympathetic consideration to any proposal to modify or amend.
26. Notices will be deemed to be effective as follows: in the case of personal delivery, on delivery; in the case of registered mail; seven (7) days; and in the case of facsimiles, twenty four (24) hours following confirmed transmission.
27. Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing, and addressed and sent by registered mail, or facsimile to such Party as follows:
- (a) if to UNICEF:
UNICEF, the United Nations Children's Fund
UNICEF House
Three United Nations Plaza
New York, New York 10017
Tel: (212) 326 7041
Fax: (212) 326 7165
Email: fgutierrezeddy@unicef.org
- Att: Senior Adviser, Public-Sector Alliances and Resource Mobilization Office
Cc: Representative, UNICEF Country Office
- (b) if to AusAID:
AusAID
Australian Embassy
Level 23, Tower 2, RCBC
6819 Ayala Avenue
Makati, Philippines 1200
Tel: +632 2 757 8000

Fax: +632 2 757 8265
Email: elaine.ward@ausaid.gov.au
Att: Elaine Ward, Counsellor, Manila Post

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA by

.....
Titon Mitra, Minister Counsellor

.....
Signature

In the presence of

Alexandra Robinson
.....
Elaine Ward, Counsellor (Human Development)

.....
Signature of Witness

SIGNED for and behalf of
UNICEF by

.....
Vanessa Tobin, Representative

.....
Signature

In the presence of

NATALIE ANN McLAUGHLIN
.....
Name LAMIN

.....
Signature of Witness

**EDUCATION FOR CHILDREN IN AREAS AFFECTED BY ARMED
CONFLICT – MINDANAO PHILIPPINES**

The proposed package of support would be provided through UNICEF to provide preschool education, to monitor and register children associated with MILF armed forces and to develop a potential further program for reunification and reintegration of child soldiers. UNICEF has a strong track record in Mindanao particularly in the areas of early childhood education and child protection for children affected by armed conflict.

The UN Monitoring and Reporting Mechanism on Grave Violations against Children in Armed Conflict has been recognised internationally and UNICEF plays a key role in the implementation of this mechanism. UNICEF's work (in Cote d'Ivoire, Sri Lanka, Sudan and Nepal) has resulted in commitments secured from armed groups to stop grave violations against children, and the development of national action plans to ensure these standards are adhered to.

AusAID signed a Partnership Framework with UNICEF in December 2008.

Activity Breakdown:

Partner Agency	Proposed Allocation	Activity Description
UNICEF	AUD \$ 2 million	1. To improve access to quality preschool education for 50,000 Muslim children in 1,300 communities.
UNICEF	AUD \$ 500,000	2. To register children associated with MILF armed forces and develop a program for reunification and reintegration of child soldiers.

1. Islamic preschool curriculum in public preschools and Tahderiyyahs

Target: 50,000 Muslim children aged between 4 and 6 years.

Expected Results:

- Tahderiyyah curriculum will be developed and expanded to reach 1,300 Muslim communities in Mindanao. 50,000 children will have access to a culturally relevant preschool curriculum.
- One thousand teachers/supervisors and 500 public preschool teachers will be trained on the use of the Tahderiyyah curriculum.
- Department of Education is supported to deliver an Islamic preschool curriculum that will service preschools in Muslim communities.

2. Child Protection Program, Children Associated with Armed Forces and Groups – Family Tracing and Reunification

Target – 10,000 children recruited as child soldiers.

Expected Results.

- Establishment of Trained Family Tracing and Reunification (FTR) teams including 50 Social workers and 500 Community Welfare Volunteers.
- Creation of an interagency data base for FTR.
- Development of a reunification and reintegration support program
- Establishment of a Monitoring and Reporting Mechanism