

AusAID-UNICEF MOU for Multi-Bi Projects

CONTRIBUTION AGREEMENT

BETWEEN

THE GOVERNMENT OF AUSTRALIA
(through the Australian Agency for International Development (AusAID))

AND

THE UNITED NATIONS CHILDREN'S FUND (UNICEF)

CONCERNING

**UNICEF's work in Addressing Grave Violations of Children's Rights in Armed
Conflict, Including Sexual Violence**

AusAID Agreement Number 61358

THIS CONTRIBUTION AGREEMENT (together with the schedules and attachments hereto, this "Agreement") is made the 1st of November, 2011
December

BETWEEN: 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

together referred to as the "Parties".

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. Within this framework, UNICEF has established the project "Addressing Grave Violations of Children's Rights in Armed Conflict, Including Sexual Violence" (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 as set out in the Project Document, and wishes to make a contribution to UNICEF to help achieve those goals. UNICEF wishes to accept and acknowledge that contribution to its work.
- C. 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 three million dollars Australian (AUD3,000,000) (the "Contribution") to help meet the costs of implementing the Project.
- 2. AusAID and UNICEF agree that AUD600,000 (AUD200,000 per tranche) of the Contribution will be used to support the implementation of the Project in Nepal. The remaining AUD2,400,000 of the Contribution will be provided un-earmarked.

THE PROJECT

3. The Project is a contribution to UNICEF's work in Addressing Grave Violations of Children's Rights in Armed Conflict, Including Sexual Violence, which is operational in 14 countries. Its overall objective is to enhance the protection of children in situations of armed conflict.
4. 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.
5. 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.
6. 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' and 'Additional Consultations' in this Contribution Agreement.
7. 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

8. The Contribution will be paid in Australian dollars (AUD) in accordance with the following payment schedule:

Payment Schedule			
<u>Tranche Number</u>	<u>Milestone</u>	<u>Timing</u>	<u>Amount</u>
1	Signing of the Agreement and receipt of payment request	Within 30 days of signing of Agreement	1,000,000
2	Receipt of Annual Narrative Report and receipt of payment request	31 December 2012	1,000,000
3	Receipt of Annual Narrative Report and receipt of payment request	31 December 2013	1,000,000

The first tranche of the Contribution will be transferred to UNICEF within thirty (30) days of the signing of this Agreement and UNICEF providing AusAID with a payment request in accordance with this Agreement. Unless

otherwise agreed, subsequent tranches will be transferred within thirty (30) days of receipt of the annual narrative report as stipulated in Clause 20 and AusAID's receipt of a payment request from UNICEF in accordance with this Agreement. Project activities will commence once this Contribution Agreement has been signed.

9. The Contribution will be transferred to UNICEF in Australian dollars and deposited by the Government of Australia to the following UNICEF bank account:

UNICEF NY Treasury
Account No. 921636
BSB No. 032-016
Westpac Banking Corporation
Level 7, 60 Carrington Street
Sydney NSW 2000
Australia
Swift Code: WPACAU2S
Ref.

10. In accordance with UNICEF Executive Board Decision 2006/7 of 9 June 2006, UNICEF will apply seven per cent (7%) of the Contribution towards UNICEF's indirect program support costs.
11. 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.
12. Any identifiable interest earned by UNICEF on the Contribution will be administered in accordance with UNICEF's financial rules and regulations, policies and procedures.

REQUEST FOR PAYMENT

13. UNICEF will submit to AusAID a request for payment of the Contribution when due in accordance with this Agreement, in a form identifying this Agreement title and this Agreement number. Upon receipt of the request for payment, AusAID will notify UNICEF of the Payment Event number(s).
14. All requests for payment must be made to:

Chief Finance Officer
Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601 AUSTRALIA
15. Requests for payment should be sent to the above address. Alternatively AusAID will accept electronic requests for payment. These can be sent to:

accountsprocessing@ausaid.gov.au and should also be copied to the AusAID contact representative for this Agreement specified in paragraph 34(b) below.

FINANCIAL REPORTING

16. UNICEF will provide AusAID with annual financial statements 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 by 30 June of the year following closure of accounts for the previous calendar year. UNICEF will also provide AusAID with a final financial statement showing the use of the Contribution within six (6) months of closure of accounts for the year in which the Agreement terminates.
17. The financial statements referred to in the previous paragraph will be certified by the Comptroller of UNICEF.
18. The financial statements will be subject exclusively to the internal and external auditing procedures provided for in UNICEF's financial regulations, rules, policies and procedures. Should the Report/s of the Board of Auditors of UNICEF to its Executive Board contain observations relevant to the Contribution, such report/s shall be made available to AusAID.
19. At the time of submission of the final financial statement, UNICEF will return to AusAID any unexpended or uncommitted portion of the Contribution, unless otherwise agreed in writing by both Parties.

MONITORING AND EVALUATION

20. UNICEF will provide AusAID with an annual comprehensive narrative report covering all contexts of the project as well as a funds utilisation report on the Contribution. The annual narrative report will cover the calendar year in which Contribution funds are expended and will be forwarded to AusAID by 31 December each year, from 2012. The report will include updates on the services/activities, governance, coordination and monitoring arrangements, budget and a risk management plan, as set out in the Project Document. Details of UNICEF's efforts to recognise the Contribution as Australian will be appended to the report as specified in Clause 24, below.
21. All UNICEF programs and projects are evaluated by UNICEF in accordance with UNICEF's Evaluation Policy. UNICEF will inform AusAID of all proposed reviews and evaluations regarding the Project, and with the concurrence of the Host Government, invite AusAID to participate in the review or evaluation. UNICEF will also provide AusAID with a copy of the review and evaluation reports. Should AusAID participate in a review or evaluation, AusAID will cover costs associated with its participation.

ADDITIONAL CONSULTATIONS

22. 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 AusAID contact representative/s specified in paragraph 34(b) below.

23. 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 compromise the achievement of the Project's development goals, 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 cost of 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, provided however that the total amount paid by AusAID will not exceed the stipulated amount of the Contribution.

RECOGNITION OF THE CONTRIBUTION

24. UNICEF will, where feasible and in accordance with its rules, regulations, policies and procedures, 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

25. 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

26. 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

27. 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.

28. In accordance with its 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, UNICEF will inform AusAID immediately.

CHILD PROTECTION

29. UNICEF agrees to act in accordance with the principles set out in AusAID's Child Protection Policy in addition to abiding by other relevant international declarations, conventions and agreements.

OTHER PROVISIONS

30. This Agreement shall be deemed to have commenced on the date indicated at the front of this Agreement and will terminate on 31 December 2014.
31. 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.
32. 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.
33. 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.
34. 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:

Fernando Gutierrez Eddy
Senior Adviser, Public Sector Alliances and Resource Mobilization Office
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

Cc: Representative, UNICEF Country Office


(b) if to AusAID:

Michael Newman

Fragility & Conflict Section
Humanitarian and Peacebuilding Branch
Tel: +612 6100 5703
Fax: +612 6206 4589
Email: Michael.Newman@ausaid.gov.au

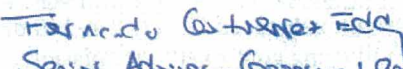
Cc: Allison Chartres, Counsellor (Development), Australian Permanent Mission, New York

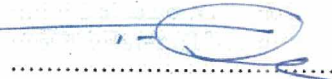
SIGNED for and on behalf of
AUSAID by:


Name and Position **Alg ADG HPB**
FMA Act s44 Delegate

NERYL LEWIS
Signature

SIGNED for and on behalf of
UNICEF by:


Name and Position **Serial Adviser - Government Relations**


Signature