[UNICEF Letterhead]

Date:

[Name of Organization Addressee]

[Title]

[Organization Name]

[Address]

**Contribution** **Agreement between United Nations Children’s Fund (“UNICEF”) and [*insert the long form name of the non-UN Intergovernmental Organization*] concerning a contribution to [*insert name of activity*]**

[Salutation],

1. I am writing on behalf of the United Nations Children’s Fund (“UNICEF”) to confirm UNICEF’s agreement to make available to [*insert long form name of Organization*] (the “Organization”, and together with UNICEF, the “Parties”) a contribution in the amount of [*insert* *amount in words*] United States dollars (US$ [*insert* *amount in figures*]) (the “Contribution”) for purposes of implementing [*insert name of activity*] (the “Activities”) as detailed in the Annex to this Agreement. This Agreement together with your confirmation by signature, below, that its terms are acceptable to the Organization, will constitute the Agreement between the Parties with respect to the implementation of the Activities, which will enter into force on the date of your confirmation on behalf of the Organization.

2. The Contribution will be used by the Organization in accordance with its own applicable policies, procedures, regulations and rules including its framework to prevent and combat fraud and corruption, and its screening procedure to prevent the use of the Contribution to finance terrorist activity in line with decisions of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. If UNICEF determines that the Organization does not have adequate policies to prevent and combat fraud, corruption and terrorist financing, the Organization will be required to comply with the relevant provisions of UNICEF’s oversight policies, including UNICEF’s Policy Prohibiting and Combatting Fraud and Corruption, available at <http://www.unicef.org/publicpartnerships/files/Policy_Prohibiting_and_Combatting_Fraud_and_Corruption.pdf> or such other URL as may be decided from time to time by UNICEF.

3. UNICEF will make payments to the Organization in accordance with the payment schedule as specified in the Annex, into an account that the Organization specifies in writing to UNICEF. The Organization’s headquarters support costs, determined in accordance with its cost recovery policy, will be paid from the Contribution, in accordance with the budget for the Activities as specified in the Annex. The total headquarters support costs of the Organization will not exceed [*insert percentage*]% of the actual expenditures incurred in the implementation of the Activities.

4. The Organization will implement the Activities in conformity with the terms of this Agreement. In particular, the Organization will: (a) undertake the Activities in accordance with the budget, schedule and other details set out in the Annex; (b) undertake the Activities with diligence and efficiency; (c) procure any goods or services using the Contribution with due consideration to “best value for money” and in agreement with UNICEF; and (d) exercise the highest standard of care when administering the Contribution.

5. The Organization will be responsible for the professional and technical competence of its staff, personnel and contractors and will select, for work pertaining to the Activities, reliable persons and entities who will perform effectively in the implementation of the Activities, respect local customs, and conform to a high standard of moral and ethical conduct.

6. In carrying out the Activities under this Agreement, the staff, personnel and contractors of the Organization will not be considered in any respect as being the staff or agents of UNICEF. UNICEF does not accept any liability for claims arising out of acts or omissions of the Organization or its staff, personnel, or its contractors or their personnel, in performing the Activities or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by the Organization, and its staff, personnel or contractors as a result of their work pertaining to the Activities.

7. UNICEF will monitor the implementation of the Activities in accordance with UNICEF’s standard procedures for monitoring and evaluating activities it supports. The Organization will provide full cooperation to UNICEF for such monitoring and evaluation, and will require its staff, personnel and contractors to fully cooperate with UNICEF in connection with such monitoring and evaluation.

8. The Organization will maintain clear, accurate, complete and up-to-date books and records showing the funds received from UNICEF under this Agreement, as well as disbursements made by the Organization, including any unspent balance. The Organization will cooperate with UNICEF with any programmatic or financial reviews relating to the way the Contribution was administered and spent, and will require its staff, personnel and contractors to fully cooperate with UNICEF for such a review.

9. The Organization will provide UNICEF with reports, and frequency of such reporting will be done, in accordance with the requirements in the Annex.

10. The Organization confirms that all its staff, personnel, and contractors will comply with the provisions of ST/SGB/2003/13 entitled “Special Measures for Protection from Sexual Exploitation and Sexual Abuse”, which is available at https://undocs.org/ST/SGB/2003/13. The Organization will further ensure that none of its staff, personnel, and contractors exposes any intended beneficiary, including children, to any form of discrimination, abuse or exploitation and that each of the Organization’s staff, personnel, and contractors complies with applicable law relating to protection of children.

11. Title to any equipment and supplies that may be furnished by UNICEF or procured through UNICEF funds will be determined as agreed between UNICEF and the Organization.

12. The Parties acknowledge that in the event that any intellectual property will be created by either Party or jointly by the Parties in relation to the implementation of this Agreement, UNICEF will be the owner of such property. The Parties will discuss and agree on the terms of the use of UNICEF’s intellectual property, including any licensing to be provided to the Organization or any third party. Neither UNICEF nor the Organization will be entitled to any intellectual property or other proprietary rights of the other Party that pre-existed the performance by the Organization of its obligations under this Agreement, or were or are developed or acquired independently of the performance of the obligations under this Agreement. To the extent that the Organization’s pre-existing intellectual property is incorporated into any deliverables or materials created under this Agreement, the Organization grants to UNICEF the non-exclusive, perpetual, royalty free, worldwide license to use, reproduce and adapt such pre-existing intellectual property for non-commercial purposes. At the request of UNICEF, the Organization will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNICEF in compliance with the requirements of applicable law.

13. Where collection and use of data related to beneficiaries (meaning any personal information including identifying information such as the name, identification or passport number, telephone number, email address, cash transaction details) is part of the responsibilities of the Organization under this Agreement, the Organization confirms that it has a data protection policy in place that meets all applicable data protection standards and that it will apply such policy in the performance of the Activities. The Organization will promptly notify UNICEF of any actual or suspected or threatened incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to such data.

14. Each Party is permitted to use the other’s name, logo, and emblem, as applicable, solely in connection with this Agreement and the implementation of the Activities, unless permission is withdrawn in any particular case by any of the Parties and notified in writing to the other Party. When reporting to third parties and the general public about the Activities, the Organization will attribute results reported as being funded by UNICEF. At UNICEF’s request, the Organization will provide visibility, as specified by UNICEF, to UNICEF’s donors that are contributing funds for the Activities. Where such visibility would jeopardize the safety and security of the Organization’s staff or personnel, the Organization will propose appropriate alternative arrangements.

15. The offices responsible for coordination of all matters related to carrying out this Agreement are:

For UNICEF: [ ]

For the Organization: [ ]

16. For any matters not specifically covered by this Agreement, UNICEF and the Organization will ensure that those matters be resolved in accordance with the appropriate provision of the Annex and any revisions thereof and in accordance with the respective regulations, rules, policies and procedures of the Organization and UNICEF.

17. Both UNICEF and the Organization will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between the Executive Heads of each Party.

18. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNICEF, and the Organization.

19. UNICEF may suspend this Agreement, in whole or in part, upon written notice to the Organization, should circumstances arise which jeopardize successful completion of the Activities or if UNICEF concludes in good faith that the continuation of the Activities has or will seriously compromise UNICEF’s mission or values or damage its reputation or the goodwill associated with its name, logo or emblem or intellectual property.  In such cases the Parties will together discuss actions that may be taken to address the situation. In extreme cases, UNICEF may, if it decides it is necessary, terminate this Agreement.

20. This Agreement will terminate upon satisfaction of all commitments and liabilities incurred in carrying out the Activities and the orderly conclusion of all arrangements associated with the Activities. This Agreement may be terminated by either Party at any time by written notice to the other. Termination will be effective thirty (30) days after receipt of the notice. In the event of termination of this Agreement, the Parties will cooperate to ensure completion of the Activities, satisfaction of all commitments and liabilities, and the orderly conclusion of all arrangements associated with the Activities.

21. The Organization will return to UNICEF with the submission of the final Activities report any unspent balance of the Contribution.

22. The Organization will not assign, transfer, pledge or make other disposition of this Agreement or any parts thereof, or any of the Organization’s rights, claims or obligations under this Agreement except with the prior written consent of UNICEF.

23. Any modification or amendment to this Agreement, including any extensions of the validity period of the Activities, will be made in writing and signed by both Parties.

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of UNICEF

[Name and title]

[Date]

AGREED ON BEHALF of [*insert long form name of Organization*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name and title]

[Date]

**ANNEX**

1. **Description of Activities**

[Description of activities, start/end dates, location, intended outputs and budget]

1. **Reporting**

(i) The Organization will provide UNICEF quarterly narrative reports on the progress of the Activities on a regular basis.

[Guidance on the format/content of the quarterly narrative reports]

(ii) The Organization will provide UNICEF with the following financial reports, prepared in accordance with the Organization’s financial regulations, rules, policies, procedures, and administrative instructions:

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………….

1. **Payment Details**

|  |  |
| --- | --- |
| **Date** | **Planned Amount** |
|  |  |
|  |  |
|  |  |
|  |  |

The Contribution will be paid into the following account:

Bank Name:

Bank Address:

Account Title:

Account No:

Account Currency:

Routing Details SWIFT/IBAN:

When making such transfers UNICEF will notify the Organization, [details] (for the Attention []), by fax ([]) or by e-mail ([]) of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from UNICEF pursuant to this Agreement. The Organization will acknowledge receipt of each transfer.

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