

2 September 2016

Mr. Arno Wicki  
Deputy Head of Humanitarian Aid and SHA and Head Multilateral Affairs Division  
Federal Department of Foreign Affairs FDFA  
Swiss Agency for Development and Cooperation SDC  
Effingerstrasse 27  
Bern  
SWITZERLAND

Dear Mr. Wicki,

**Agreement between UNICEF, the United Nations Children's Fund and the Government of Switzerland concerning a contribution to an account to fund the operations of the Secretariat of the Partnership to End Violence against Children**

CONFIRMATION OF CONTRIBUTION

1. The United Nations Children Fund ("UNICEF") is pleased to acknowledge the commitment of the Government of Switzerland (hereinafter, the "Contributor") to contribute the sum of three hundred and fifty thousand Swiss francs (CHF350,000) (the "Contribution") to a special account (the "Partnership Secretariat Account" or the "Account") established by UNICEF to receive contributions to fund the staffing and operations of the secretariat (the "Secretariat") of the Partnership to End Violence Against Children (the "Partnership"), it being understood that except as set out in this letter agreement (this "Contribution Agreement") arrangements with regard to a stand-alone unit in the Secretariat that supports the operation of the Fund to End Violence against Children (the "Fund") will be funded exclusively from the Fund itself in accordance with decisions of the steering committee of the Fund with regard to separate work plans and budgets for the Fund Unit.

2. This letter shall, upon your confirmation in the manner indicated below, constitute an agreement between UNICEF and the Contributor with regard to the subject matter thereof. This Contribution Agreement sets out all terms, conditions, requirements, and obligations between UNICEF and the Contributor in connection with the Partnership Secretariat Account. This letter is the standard-form agreement for all contributions to the Partnership Secretariat Account and is not negotiable.

THE SECRETARIAT

3. At the request of the founding members of the Partnership, UNICEF supports the Secretariat for the Partnership, as more fully described below.

4. The Secretariat is established administratively within UNICEF. It is operated and administered under the regulations, rules, procedures, administrative instructions and other administrative issuances governing the operations of UNICEF including but not limited to those relating to personnel and financial administration, and the UNICEF policy prohibiting and combatting fraud and corruption.

5. UNICEF provides all operational and administrative support required by the Secretariat including but not limited to conducting of internal audits if so determined by the UNICEF Office of Internal Audit and Investigation; administering all personnel matters including the administration of staff contracts and hiring of consultants; making all arrangements for travel and in-country logistical support in programme countries as needed; and other administrative support (including financial administration, legal support, information technology support) required for the operation of that office. The administrative support to the Secretariat (including the support referred to above) may be provided only by UNICEF. The premises for the Secretariat's offices (including the offices of the Fund Unit) will be arranged by UNICEF in accordance with agreements to be reached between UNICEF and the Chair of the Executive Committee of the Partnership.

6. The activities of the Secretariat will be determined in accordance with an annual work plan and budget developed by the Director of the Secretariat and approved by the Chair of the Executive Committee of the Partnership following agreement with the UNICEF Comptroller. Each such annual budget will include both the direct costs of the operation of the Secretariat (including personnel costs) in accordance with the relevant workplan, together with an amount equal to eight percent (8%) of those direct costs (or, for the second and subsequent years of the Secretariat's operation, such other percentage as UNICEF may determine), to help defray UNICEF's indirect costs associated with providing administrative support to the Secretariat. Each such annual work plan and budget shall be agreed by the UNICEF Comptroller and approved by the Chair of the Executive Committee of the Partnership no later than sixty (60) days prior to the beginning of the calendar year to which it relates.

7. The Director of the Secretariat shall be selected and appointed by the Executive Director of UNICEF through standard UNICEF recruiting procedures taking into account the recommendation of the Chair of the Executive Committee of the Partnership. The Director of the Secretariat will report to the Chair of the Executive Committee of the Partnership with regard to implementation of the Secretariat work plan and budget. The personnel in the Secretariat shall be selected and appointed by the Executive Director of UNICEF through standard UNICEF recruiting procedures (including those relating to secondments, where applicable) taking into account the recommendation of the Director of the Secretariat.

#### Financial Reports with regard to the Secretariat

8. UNICEF shall provide the following financial reports with regard to the Secretariat: (a) a certified annual financial report, to be provided no later than six (6) months (that is, 30 June) after the end of each calendar year during which the Secretariat is supported by UNICEF; (b) a certified final financial report, to be provided no later than eighteen (18) months

after the final financial closing of the Partnership Secretariat Account; and (c) any internal or external audit reports of UNICEF that make reference to the Secretariat. UNICEF shall not be required to provide any other reports with regard to the Secretariat. The reports referred to in this paragraph 8 will be provided to Contributors by delivering them to the Director of the Secretariat, in the expectation that the Director of the Secretariat will post such reports on the website of the Partnership.

## THE PARTNERSHIP SECRETARIAT ACCOUNT

### The Account

9. UNICEF has established the Partnership Secretariat Account in order to receive, hold, administer, and disburse financial contributions that have been provided to fund the operation of the Secretariat (including payment for all personnel costs) except with regard to the Fund Unit.

### Transfer of the Contribution

10. The Contributor will transfer the Contribution to UNICEF by depositing it into the following bank account:

UNICEF NY Cashier's Account No. 1  
JP Morgan Chase Bank  
International Agencies Banking  
277 Park Avenue, 23<sup>rd</sup> Floor  
New York, NY 10036-0003, USA  
Account No. 014-1-076224  
Swift code: CHASUS 33  
CHIPS ABA: 0002 UID 259366  
Fed Wire: 0210 00021

11. When making the transfer, the Contributor will notify UNICEF, Division of Financial and Administrative Management, Finance-NY (for the Attention Treasury Operations), by fax (212-326-7425) or by e-mail ([nyhq-dfam@unicef.org](mailto:nyhq-dfam@unicef.org)), of the following: (a) the amount transferred (b) the value date of the transfer; and (c) that the transfer is from the Contributor in accordance with this Contribution Agreement, for deposit in the Partnership Secretariat Account.

### Operation of the Partnership Secretariat Account

12. The Partnership Secretariat Account is established and administered in accordance with the Financial Regulations, Rules and administrative instructions of UNICEF including those relating to earning of interest and internal and external audit. The Partnership Secretariat Account will be conducted in US dollars. The United States dollar value of the Contribution, if made in a currency other than United States dollars, will be determined by applying the United Nations operational rate of exchange in effect on the date of receipt of the



Contribution. UNICEF will not absorb gains or losses on currency exchanges. Such amounts will increase or decrease the funds available for disbursement from the Partnership Secretariat Account. The Contributor acknowledges that the Contribution will be mingled with other assets maintained by UNICEF. The Partnership Secretariat Account will be subject exclusively to internal and external audit in accordance with the regulations, rules, and procedures of UNICEF.

13. UNICEF will be entitled to allocate an administrative fee of one percent (1%) of the Contribution to assist in defraying UNICEF's costs of administering the Partnership Secretariat Account. Such fee will be allocated upon receipt of the Contribution and the balance will be deposited by UNICEF to the Partnership Secretariat Account.

#### Disbursements from the Account

14. UNICEF will make commitments of funds in the Partnership Secretariat Account and disbursements of funds from the Partnership Secretariat Account in accordance with written instructions from the Director of the Secretariat in such manner and format, and with such supporting documentation, as shall be determined by UNICEF. It is understood that the Director of the Secretariat will only request disbursements that are in accordance with a budget and projected cash flow needs of the Secretariat approved in writing by the Chair of the Executive Committee of the Partnership and UNICEF will be entitled to treat each such written request as presumptively valid and authorised, and to act accordingly without further enquiry. UNICEF will disburse funds from the Partnership Secretariat Account without need for further notification to, or permission or direction from, the Contributor.

15. Commitments and disbursements will only be made to the extent there are sufficient uncommitted funds available in the Partnership Secretariat Account. The full amount required during the contractual term (plus termination indemnities and other ancillary costs) for staff and consultants in the Secretariat will be committed at the time such contracts are entered into.

16. Subject to the availability of funds, UNICEF will normally make a disbursement within seven (7) to ten (10) business days in New York after receipt of a disbursement request.

#### Reports

17. UNICEF will maintain a separate ledger account in respect of the Partnership Secretariat Account and disbursement therefrom. All financial accounts and statements with respect to the Partnership Secretariat Account will be expressed in United States dollars.

#### Reports with Regard to the Partnership Secretariat Account

18. UNICEF shall provide the following reports with regard to the Partnership Secretariat Account: (a) a certified annual financial report, to be provided no later than six (6) months (that is, 30 June) after the end of each calendar year during which UNICEF operates the Partnership Secretariat Account; (b) a certified final financial report ("money in, money out"), to

be provided no later than (i) six (6) months after the final financial closing of the Partnership Secretariat Account (in the event the Partnership Secretariat Account is being transferred to another entity to provide the Secretariat); or (ii) six (6) months after reconciliation of all final financial reports from the Secretariat together with receipt of all amounts repayable to the Partnership Secretariat Account and final financial closing of the Partnership Secretariat Account (in the event the Partnership Secretariat Account is not being transferred to another entity to provide the Secretariat) as the case may be; and (c) any internal or external audit reports of UNICEF that make reference to the Partnership Secretariat Account. UNICEF shall not be required to provide any other reports with regard to the Secretariat. The reports referred to in this paragraph 18 will be provided to Contributors by delivering them to the Director of the Secretariat, in the expectation that the Director of the Secretariat will post such reports on the website of the Partnership.

#### TERM; WINDING UP ON THE ACCOUNT

19. This Contribution Agreement will enter into force on the date of the confirmation written below. It will terminate on the termination and winding up of the Partnership Secretariat Account.

20. The Partnership Secretariat Account will be closed and wound up as of the date five (5) years after the day on which it is established or such other date as UNICEF and the Chair of the Executive Committee of the Partnership may agree; provided however that UNICEF and the Chair of the Executive Committee of the Partnership may each at any time give the other notice of intention to close and wind up the Partnership Secretariat Account whereupon the Partnership Secretariat Account will be closed and wound up six (6) months thereafter. Upon the closing of the Partnership Secretariat Account, UNICEF will take the necessary steps to ensure the orderly winding up of the Partnership Secretariat Account (including orderly termination of all financial obligations of the Secretariat including termination of staff contracts and other contractual obligations) and reconciliation of all financial matters relating to the Partnership Secretariat Account and its operation. Should there be any unallocated balance remaining in the Partnership Secretariat Account after all outstanding obligations are met and the final balance sheet determined, UNICEF will transfer that balance to the Contributors in their respective aliquot share of their contributions to the Partnership Secretariat Account and such transfer shall constitute full and final discharge of its obligations under this Contribution Agreement.

#### OTHER MATTERS

21. The Contributor shall indemnify, defend and hold harmless UNICEF, its associated entities and UNICEF's and its associated entities' respective officials, directors, officers, employees, agents, contractors and licensees from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorneys' fees and expenses ("Claims and Losses") arising out of or related to the operation of the Secretariat or arising out of or related to funding transferred from the Partnership Secretariat Account by UNICEF in accordance with authorisation from the Chair of the Executive Committee of the Partnership. For the avoidance of doubt, this indemnity includes but is not limited to claims made by

personnel in the Secretariat with regard to their conditions of service or other matters arising out of or related to their appointment or their work in the Secretariat. UNICEF shall be entitled to allocate directly from the Fund, amounts necessary to meet Claims and Losses as determined by UNICEF. If the available balances in the Partnership Secretariat Account are less than the amounts necessary to meet Claims and Losses as determined by UNICEF, the Contributors shall make additional transfers to the Partnership Secretariat Account to make up the required balance, each Contributor paying its aliquot share of the necessary amount based on the ratio of its contributions to the total amount contributed to the Partnership Secretariat Account.

22. This Agreement sets out UNICEF's only duties and obligations towards the Contributor in connection with the receiving, holding, administering, disbursing, and reporting of funds in the Partnership Secretariat Account and there are no other implied duties and obligations in that regard. Without in any way limiting the generality of the previous sentence, UNICEF shall have no duties, obligations or accountabilities under this Agreement in connection with funds transferred from the Partnership Secretariat Account.

23. The Contributor and UNICEF will resolve any dispute, controversy, or claim arising out of or relating to the Contribution Agreement, through amicable negotiation.

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

25. Notices will be deemed to be effective as follows: in the case of registered mail, seven (07) days; in the case of facsimiles, twenty four (24) hours following confirmed transmission. Any notice, request or consent required or permitted to be given or made pursuant to this Contribution Agreement will 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: + 1 (212) 326-7000  
Fax: + 1 (212) 326-7004  
Att: The Comptroller

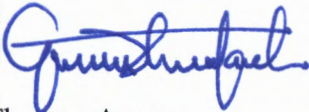
(b) If to the Contributor:

Federal Department of Foreign Affairs FDFA  
Swiss Agency for Development and Cooperation SDC  
Humanitarian Aid and SHA / Multilateral Affairs Division  
Mrs. Jolanda Wehrli / Financial Administrator  
Effingerstrasse 27  
Postal Address: 3003 Bern  
Switzerland  
Phone: +41 58 465 41 25  
Fax: +41 58 464 16 94  
E-Mail: [jolanda.wehrli@eda.admin.ch](mailto:jolanda.wehrli@eda.admin.ch)

26. UNICEF will provide a copy of this Contribution Agreement, when it has been fully executed, to the Director of the Secretariat in the expectation that the Director of the Secretariat will post this Contribution Agreement on the website of the Partnership.

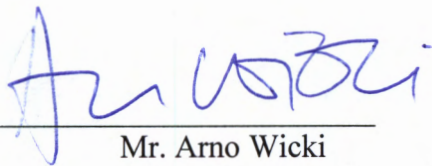
Sincerely,

UNICEF, the United Nations Children's Fund



Thomas Asare  
Comptroller

CONFIRMED AND AGREED:



By: Mr. Arno Wicki  
Deputy Head of Humanitarian Aid and SHA and Head Multilateral Affairs  
Division  
Federal Department of Foreign Affairs FDFA  
Swiss Agency for Development and Cooperation SDC

Date: 8.9. September 2016