

**EDUCATION CANNOT WAIT FUND
AMENDED FINAL SIGNING (DENMARK)**

United Nations Children's Fund
Three United Nations Plaza
New York, New York 10017

Telephone 212 326 7000
Facsimile 212 888 7465
212 888 7454
www.unicef.org

19 December 2016

Ms Nathalia Feinberg
Head, Multilateral Cooperation, Climate Change and Gender Equality
Ministry of Foreign Affairs
Asiatisk Plads 2
DK-1448 Copenhagen K
Denmark

Dear Ms Feinberg,

Agreement between UNICEF, the United Nations Children's Fund and the Government of Denmark concerning a contribution to an account to fund the Education Cannot Wait initiative

Confirmation of Contribution

1. The United Nations Children's Fund ("UNICEF") is pleased to acknowledge the commitment of the Government of Denmark (the "Contributor") to make a contribution of seventy five million Danish kroner (75,000,000 DKK) and such additional amounts as the Contributor may determine (the "Contribution") to a special account (the "Account") established by UNICEF to receive contributions to fund the operations of the Education Cannot Wait initiative ("ECW").

2. This letter will, upon your confirmation in the manner indicated below, constitute an agreement (the "Agreement" or the "Standard Contribution Agreement") between UNICEF and the Contributor setting out all terms, conditions, requirements, and obligations between UNICEF and the Contributor with regard to the subject matter thereof. This letter is the standard-form agreement for all contributions to the Account. This letter replaces and supersedes any previous agreements between UNICEF and the Contributor with regard to the same subject matter.

The Account

3. At the request of the initiators of ECW, UNICEF has established the Account to serve as a fund (the "Fund") in order to receive, hold, administer, and disburse financial contributions that have been provided to fund the operations of ECW. The ECW High-level Steering Group (the "HLSG") will direct the Fund on behalf of the Contributors in accordance with this Agreement. The Terms of Reference of the HLSG are set out in **Annex A (Part A)** to this Agreement; narrative reporting procedures are outlined in a letter of intent from ECW Co Directors, to be signed by them and transmitted to all Contributors, the text of which is set out in **Annex A (Part B)**.

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(a) UNICEF will accept contributions to the Fund unearmarked and also contributions earmarked in accordance with earmarking requirements of the Contributor; provided however that all Contributions to the Fund (un-earmarked and earmarked) will be subject to the administrative fee referred to in paragraph 10 below and will be available to meet the costs of supporting the Fund as reflected in the annual work plans and budgets referred to in paragraph 14 below.

4. UNICEF agrees to establish and operate the Account, and to undertake the activities contemplated in this Agreement, on the understanding that UNICEF will be accountable for funds while on deposit in the Account and that the Governments, organisations and other entities or individuals receiving disbursements from the Account will have full and exclusive programmatic and financial accountability for the funds disbursed to them from the Account. Upon disbursing money from the Account, UNICEF shall have no responsibility, fiduciary or otherwise, for the use of such funds or for activities carried out therewith.

Transfer of the Contribution

5. The Contribution may be transferred in a single payment or in installments. If the Contributor elects to transfer the Contribution in installments it will advise UNICEF of the amounts of each installment and the payment schedule.

6. The Contributor will transfer the Contribution (or each installment, as applicable) 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, 23rd Floor
New York, NY10172-003, USA
Account No. 014-1-076224
Swift code: CHASUS 33
CHIPS ABA: 0002 UID 259366
Fed Wire: 0210 00021

7. 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 (tnvhq-dfam@unicef.org), of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from the Contributor in accordance with this Agreement, for deposit in the Account; and (d) any earmarking requirements of the Contributor with regard to the amount transferred. UNICEF will promptly acknowledge receipt of funds in writing indicating the amount received (stated in the currency received and, if the transfer is in a currency other than United States dollars, in United States

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dollars applying the United Nations operational rate of exchange on the date of receipt) and the date of receipt.

8. The Contributor reserves the right to discontinue future transfers of the Contribution (i) if there is a failure to fulfil any obligations under this Agreement; or (ii) if there are credible allegations of improper use of the funds while on deposit in the Account or once disbursed from the Account; provided however that before discontinuing future transfers of the Contribution, the Contributor will consult with the HLSG and UNICEF with a view to promptly resolving the Contributor's concerns.

9. The Account is established and administered in accordance with the Financial Regulations, Rules and administrative instructions of UNICEF including those relating to interest and internal and external audit and will be subject exclusively to internal and external audit in accordance with the regulations, rules, and procedures of UNICEF. The Account will be conducted in United States 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 Account. The Contributor acknowledges that the Contribution will be co-mingled with other contributions to the Fund and that it will not be separately identified or administered.

10. 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 Account. Such fee will be allocated upon receipt of the Contribution and the balance will be deposited by UNICEF to the Account.

The Secretariat

11. At the request of the Contributors to the Account, UNICEF will establish a secretariat for ECW (the "ECW Secretariat") in order to support the operation of ECW and, in particular, the work of the HLSG and of such sub-committees and task teams, with regard to allocation of funds, monitoring of programme implementation and managing risk, as the HLSG may establish.

12. The ECW 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.

13. The functions of the ECW Secretariat will be agreed between UNICEF and the HLSG and set out in a separate Memorandum co-signed by the UNICEF Comptroller and the Chair of the HLSG; provided however that administrative support to the Fund, the HLSG

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(together with its sub-committee and task teams) and the ECW Secretariat will be provided exclusively by UNICEF, including but not limited to 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); and conducting of internal audits if so determined by the UNICEF Office of Internal Audit and Investigation.

14. The annual activities of the ECW Secretariat will be set out in an annual work plan and budget developed by the Director of the ECW Secretariat (the “Director”) and approved by the HLSG following agreement by the UNICEF Comptroller that it complies with UNICEF’s Financial Regulations, Rules, Policies and Procedures including those as to budgeting. Each such annual budget will include both the direct costs of the activities in the work plan (including personnel costs and costs associated with the support provided by the UNICEF Funds Support Office (the “UNICEF-FSO”)) together with an amount equal to eight percent (8%) of those direct costs to help defray UNICEF’s indirect costs associated with providing administrative support to the ECW Secretariat with regard to the ECW Secretariat’s support to the Fund. Each such annual work plan and budget shall be agreed by the UNICEF Comptroller and approved by the HLSG no later than sixty (60) days prior to the beginning of the calendar year to which it relates.

15. UNICEF and the HLSG will make arrangements and agreements with regard to selection and appointment of the Director and personnel in the Secretariat.

16. The premises for the ECW Secretariat’s offices will be arranged by UNICEF in accordance with agreements to be reached between UNICEF and the HLSG.

Disbursements from the Account

17. UNICEF will provide monthly updates to the HLSG on the balances in the Account (committed and uncommitted), setting out amounts un-earmarked and earmarked, with earmarks identified.

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

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19. Commitments and disbursements will only be made to the extent there are sufficient uncommitted funds, either un-earmarked or earmarked for the purposes for which a commitment or disbursement has been decided on by the HLSG, available in the Account. Where the relevant balance in the Account on the date of a scheduled disbursement is insufficient to make that disbursement, UNICEF will consult with the HLSG and make a disbursement, if any, from the available balance in accordance with the HLSG's instructions.

20. Each grantee designated in a funding proposal approved by the HLSG (each "Grantee") will enter into a standard-form grant confirmation letter (a "Grant Confirmation Letter"), a copy of which is attached as **Annex B**. UNICEF will disburse funds to a Grantee within ten (10) business days (in New York) after receiving the Grant Confirmation Letter signed by the relevant Grantee. UNICEF will transfer funds to each Grantee exclusively in United States dollars and only through wire transfer. Consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, the Contributor and UNICEF are firmly committed to the international fight against terrorism, and in particular against the financing of terrorism, and in that regard take particular note of Section II, paragraph 10 of Attachment B to the standard Grant Confirmation Letter attached as Annex B.

Implementation of Programmes by Grantees

21. Each Grantee will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds disbursed to it from the Account ("Grants"). Each Grantee assumes full programmatic and financial accountability for the funds disbursed to it by UNICEF in accordance with this Agreement. That separate ledger account will be administered by each Grantee in accordance with its own regulations, rules, policies and procedures, including those relating to interest.

22. The implementation of each programme funded by a Grant (each "Programme") will be the sole responsibility of the respective Grantee and will be carried out by such Grantee in accordance with its own applicable regulations, rules, policies and procedures including those relating to procurement as well as the selection and assessment of implementing partners. Accordingly, personnel will be engaged and administered, equipment, supplies and services purchased, and contracts entered into in accordance with the provisions of such regulations, rules, policies and procedures. The Contributor will not be responsible or liable for the activities of any Grantee or UNICEF as a result of this Agreement.

23. Each Grantee will carry out the relevant Programme in line with the programme document and budget approved by the HLSG (the "Programme Document and Budget"). Any significant modification to the scope of the Programme Document and Budget, including as to its nature, content, sequencing or the duration thereof by the concerned Grantee will be subject to the approval of the HLSG. Each Grantee will promptly notify the HLSG of any proposed significant change in the Programme Document and Budget.

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24. Indirect costs of the Grantees recovered through programme support costs will be seven percent (7%). All other costs incurred by each Grantee in carrying out the relevant Programme will be recovered as direct costs.

25. The Contributor will have no liability for any third party claims for damages arising out of the Account or use of funds disbursed from the Account.

Evaluation

26. Evaluation of Programmes supported by the Fund will be undertaken in accordance with the Programme Document and Budget. The HLSG may, from time to time, initiate an evaluation of overall achievement of the Fund, the cost of such evaluation to be paid from the Fund.

27. The Contributor may, separately or jointly with other Contributors, take the initiative to evaluate or review its support for Programmes through the Fund, with a view to determining whether results are being or have been achieved and whether contributions have been used for their intended purposes as determined by the HLSG. UNICEF will be informed about such initiatives. Grantees will be expected, upon request, to assist in providing relevant information within the limits of their regulations, rules, policies and procedures. It is understood by the Contributor that with regard to Grantees that are organisations of the United Nations System, such evaluations or reviews are to be restricted to programmatic assessments and are not to constitute a financial, compliance or other audit of any Programme or use of Grant funds. All costs will be borne by the respective Contributor, unless otherwise agreed.

Fraud or Diversion of Funds

**Allegations of Fraud or Diversion of
Balances in the Account or within the ECW Secretariat**

28. If UNICEF receives an allegation of misuse of funds in the Account or of fraud within the ECW Secretariat, and determines that such allegation is credible enough to warrant an investigation, it will promptly notify the Contributor and the HLSG, to the extent that such notification does not jeopardize the conduct of the investigation. The allegation will be dealt with promptly in accordance with UNICEF's accountability and oversight framework including with regard to initiating and completing an investigation of such allegation. UNICEF will keep the Contributor and the HLSG informed about the progress of the investigation. Promptly upon completion of the investigation, UNICEF will inform the Contributor and the HLSG about the results of the investigation. UNICEF will either (i) repay to the Fund any amounts misappropriated by UNICEF staff members while on deposit in the Account; or (ii) initiate appropriate recovery efforts for any amounts misappropriated by third parties and repay to the Fund all amounts recovered. The Contributor may request that such funds be returned to it in proportion to its Contribution to the Fund.

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Fraud or Diversion of Grant Funds

29. UNICEF will convey to the Contributor information received by it under the relevant Grant Confirmation Letter with regard to possible fraud or diversion of Grant funds. The Contributor may, after consultation with the HLSG, UNICEF, and all other Contributors, assert an interest in the exercise of the HLSG's rights with regard to a Grantee (as contemplated in Section II, paragraph 14 of Attachment B to the standard Grant Confirmation Letter) in the event the HLSG determines that any portion of a Grant, or any supplies and equipment purchased using such Grant, have not been used in accordance with the Programme Document and Budget.

Reports by UNICEF

30. UNICEF will maintain a separate ledger account in respect of the Account and disbursement therefrom, and a separate ledger account in respect of the ECW Secretariat and all expenditures in connection therewith. All financial accounts and statements with respect to the Account will be expressed in United States dollars.

31. UNICEF will provide the following reports with regard to the Account:

(a) an annual certified financial report for each calendar year or part thereof during which UNICEF operates the Account, to be provided no later than 30 June of the year immediately following the calendar year to which it relates;

(b) a final financial report ("money in, money out"), to be provided no later than six (6) months after the reconciliation of all final financial reports from Grantees together with receipt of all amounts repayable to the Account and final financial closing of the Account; and

(c) any internal or external audit reports of UNICEF that make reference to the Account.

32. UNICEF will provide the following financial reports with regard to the ECW Secretariat:

(a) an annual certified financial report for each calendar year or part thereof during which UNICEF hosts the ECW Secretariat, to be provided no later than 30 June of the year immediately following the calendar year to which it relates;

(b) a final certified financial report, to be provided no later than eighteen (18) months after the final financial closing of the Account; and

(c) any internal or external audit reports of UNICEF that make reference to the ECW Secretariat.

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33. The reports referred to in paragraphs 31 and 32 above will be provided to the Contributor and to the HLSG. UNICEF will not be required to provide any reports under this Agreement other than those referred to in paragraphs 31 and 32 above. Reports on the activities of the ECW Secretariat will be provided by the Director to the HLSG and will be made available to the Contributor.

Term: Winding Up the Account

34. This Agreement will enter into force on the date of the confirmation written below and will continue until the Account is wound up unless terminated by either UNICEF or the Contributor before then. If this Agreement is terminated before the Account is wound up, no payments will be owing to the Contributor upon termination. If this Agreement is terminated at the time the Account is wound up, any remaining balances in the Account will be dealt with in accordance with instructions from the HLSG.

Other Matters

35. 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 Account and hosting of the ECW Secretariat, and there are no other implied duties and obligations in that regard. Without in any way limiting the generality of the previous sentence, UNICEF will have no duties, obligations or accountabilities under this Agreement in connection with funds transferred from the Account.

36. 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 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

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(b) If to the Contributor:

Ms Nathalia Feinberg
Head, Multilateral Cooperation, Climate Change and Gender Equality
Ministry of Foreign Affairs
Asiatisk Plads 2
DK-1448 Copenhagen K
Denmark

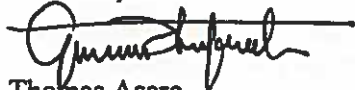
37. The Contributor and UNICEF will resolve any dispute, controversy, or claim arising out of or relating to this Agreement, through amicable negotiation.

38. Nothing in or relating to this 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 Agreement will be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

39. This Agreement can only be amended by written instrument signed by both UNICEF and the Contributor, and such amendment will only be effective when all Contributors have entered into written instruments making the same amendment to their respective signed standard Contribution Agreements. The Contributors will, together with the HLSG and the ECW Secretariat, undertake a review of the Standard Contribution Agreement text during the first calendar quarter of 2017, with a view to making, no later than the end of the second calendar quarter of 2017, such revisions (if any) to the text as may be necessary in order to meet their shared goals. The review will be established and conducted in accordance with arrangements agreed between the Contributors, the HLSG, and the ECW Secretariat.

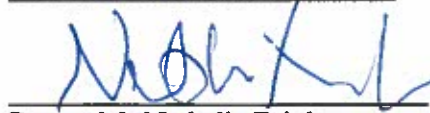
Sincerely,

UNICEF, the United Nations Children's Fund



Thomas Asare
Comptroller

CONFIRMED AND AGREED:



By: Ms Nathalia Feinberg
Head, Multilateral Cooperation, Climate Change and Gender Equality
Ministry of Foreign Affairs

Date: 21 December 2016

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ANNEX A

PART A

Terms of Reference of the High-level Steering Group

- Appoint Representative HLSG Members and Unaffiliated HLSG Members;
- Set (and amend as needed) policies and strategies for the Fund including specific funding priorities;
- Approve the Fund's strategic plan as well as financial disbursement guidelines;
- Make funding decisions consistent with financial disbursement guidelines;
- Provide instructions to UNICEF (as Fund Custodian and Administrator) with regard to disbursements;
- Agree an overarching results framework and approach to periodic independent evaluation;
- Advocate for the Fund and approve and implement a resource mobilization strategy for the Fund;
- Create ad hoc, time-bound Task Teams on specific programmatic areas as needed;
- Oversee a review of the hosting arrangements for the Fund after twelve months of operation in order to determine a permanent host.

PART B

Text of Letter to be transmitted by Interim Co-Directors

The Education Cannot Wait Fund (ECW) Secretariat is presently being established with a Director and other key staff members expected to be in place in early 2017. We are writing in our capacity as interim Co-Directors of ECW from UNICEF, the Office of the United Nations Special Envoy for Global Education and the Global Partnership for Education, tasked by the High Level Steering Group to guide the early work of the Education Cannot Wait fund during the interim period.

This letter references existing documents that pertain to the proposed governance of Education Cannot Wait, the interim governance arrangement for initial investments, and the anticipated timeframe for finalizing these arrangements. As such, this letter is a statement of intent, and subject to change once the final governance arrangements are agreed by the HLSG (of which

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DFID is a member) Denmark's role (alternate or member) will be decided at the next HLSG). We will pass this letter to the incoming Director and team.

We also note that both DFID's and Denmark's contributions are detailed in the main body of the SCA, and that DFID will only make payments upon demonstration of financial need. Denmark will transfer its entire contribution in one instalment.

Governance: It is understood that while the Education Cannot Wait Fund continues to establish the permanent staff and operational framework, the HLSG Terms of Reference serve as the core interim Governance documentation. While we appreciate that the Governance Paper has yet to be endorsed by the HLSG, and will be subject to change, we note this is an overarching statement of intent to deliver key governance, due diligence and reporting functions. The Governance Paper will continue to be developed in consultation with all relevant stakeholders including, but not limited to, donors and ECW interim Co-Directors.

We note that we have previously shared with DFID and Denmark the following:

- Information Note on interim governance arrangements to deliver initial investments
- Draft matrix detailing Support Functions (Secretariat and Funds Support Office)

Narrative reporting: The ECW Secretariat will provide the following reports to the HLSG with regard to the Fund, and these arrangements shall be included in the final governance paper:

- (a) Annual consolidated narrative progress reports, to be provided no later than six months after the end of the calendar year (to align with HLSG meetings);
- (b) Final consolidated narrative report to be provided no later than six months (30 June) after the end of the calendar year in which the operational closure of the Fund occurs;
- (c) Annual and final reporting will be results-oriented and evidence based. Annual and final narrative reports will compare actual results with expected results at the output and outcome level, and explain the reasons for over or underachievement. The final narrative report will also contain an analysis of how the outputs and outcomes have contributed to the overall impact of the Fund.

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Transparency: Narrative reports and related documents will be available on the ECW website to ensure full transparency on key aspects of ECW operations (except for any documents which may expose partners, recipients, beneficiaries to security and/or other risks).

Next steps

At the next ECW High Level Steering Group meeting, a comprehensive governance package will be tabled for HLSG decision. The intention of this package is to set out the main elements of ECW governance, including roles and responsibilities of different parts of ECW's governance and operational architecture including the Secretariat. The HLSG focal points will be consulted in the finalization of the governance arrangements.

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**ANNEX B
Standard Grant Confirmation Letter**

**STANDARD GRANT CONFIRMATION LETTER
FOR THE EDUCATION CANNOT WAIT FUND**

[date]

[name, organisation, and address]

Re: Grant from the Education Cannot Wait Fund

Dear [name]:

I am writing at the instruction and on behalf of the High-level Steering Group (the "HLSG") of the Education Cannot Wait Fund (the "Fund") to inform you that at its meeting on [date of HLSG meeting at which grant was approved] the HLSG approved a grant in an amount of [amount in words] United States Dollars (US\$ [amount in figures]) (the "Grant") from the Fund to [name of recipient] (the "Grantee") to support the implementation of activities (the "Programme") set out in the programme document and budget (the "Programme Document and Budget") attached to the funding proposal submitted by [name of Grantee] dated [date of proposal] (the "Proposal"). The details of the Grant are summarized in the first attachment to this Grant Confirmation Letter.

The Grant is subject to the terms and conditions set out in the second attachment to this Grant Confirmation Letter. In the Proposal the Grantee agreed to comply with these terms and conditions should the Proposal be approved.

Please arrange for a properly authorised official of the Grantee to sign, date, and return to us the enclosed copy of this Grant Confirmation Letter. By doing so the Grantee will confirm the details of the Grant and reconfirm that it will comply with the terms of this Grant Confirmation Letter, including the attached terms and conditions. Upon receipt of this Grant Confirmation

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Letter countersigned by the Grantee, we will make arrangements for the [initial installment of the] Grant to be disbursed.

Sincerely,

Thomas Asare
UNICEF Comptroller

For the Education Cannot Wait Fund

AGREED ON BEHALF OF [Grantee]:

Name:
Title:
Authorised Official
Date:

cc: Director, ECW Secretariat

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**ATTACHMENT A
Summary Grant Details**

1.	Country/Regional/Global:	
2.	Grantee:	
3.	Programme Title:	
4.	Grant Period:	
5.	Grant Amount:	
6.	Disbursement Schedule:	
7.	Grantee Bank Details:	
8.	Grantee Focal Point:	
9.	Focal Point in Secretariat of the Education Cannot Wait Fund:	
10.	Email address for Delivering reports under this Grant Confirmation Letter and Disbursement Notices:	
11.	Focal Point in UNICEF Funds Support Office:	

**ATTACHMENT B TO GRANT CONFIRMATION LETTER
TERMS AND CONDITIONS OF GRANT**

**Section I
Transfer of Grant**

1. Subject to the availability of funds in the Fund, the Grant will be transferred by UNICEF as the Fund Custodian and Administrator (the "FCA") of the Fund, in instalments in accordance with the disbursement schedule set out in the table in Attachment A to this Grant Confirmation Letter. Each instalment will be transferred by wire transfer to the account designated by the Grantee in its Proposal and confirmed in the table in Attachment A to this Grant Confirmation Letter. The HLSG may establish conditions for payment of any subsequent instalment by agreement with the Grantee and upon such agreement those conditions will be confirmed in writing to the Grantee.

2. Payment of the first instalment will normally be made ten (10) business days (in New York) after receipt of this Grant Confirmation Letter countersigned by the Grantee.

3. Payment of subsequent instalments of the Grant will be made only upon instruction from the HLSG, following review by the HLSG of a disbursement notice stating the amount to be disbursed and accompanied by

(a) the relevant reports required under Section III, paragraph 1(a); and

(b) a statement setting out

(i) the cash balance (separately identifying funds that are committed but not disbursed), if any, of the Grant held by the Grantee at the end of the month immediately preceding the submission of the disbursement notice;

(ii) confirmation by the Grantee that all Grant funding has been used in accordance with the Programme Document and Budget;

(iii) confirmation that the condition(s) if any imposed by the HLSG to the requested disbursement have been fulfilled; and

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(IV) confirmation by the Grantee that it is on course to complete the Programme activities in accordance with the timeline and other requirements of the Programme Document and Budget and highlighting any expected challenges and mitigating actions.

4. When making a transfer in accordance with this Grant Confirmation Letter, the FCA will notify the Grantee's Treasury Operations of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from UNICEF as the FCA pursuant to this Grant Confirmation Letter. The Grantee will promptly acknowledge receipt of funds in writing.

5. Upon the HLSG's instructions, the FCA may withhold disbursement of any instalment or reduce the amount of any instalment if the HLSG determines that there is a discrepancy in the content or form of the relevant disbursement notice or the required supporting documents or that, in the case of a request for disbursement of the second or subsequent instalments, any of the following has occurred:

(a) Grant funding provided has not been used in accordance with the Programme Document and Budget or there has been any other material breach of the terms of this Grant Confirmation Letter;

(b) there has been insufficient progress made by the Grantee by reference to the milestones set out in the Programme Document and Budget; or

(c) the condition(s) if any imposed by the HLSG have not been fulfilled to the HLSG's satisfaction.

If the HLSG makes a determination under this paragraph 5, the Grantee will promptly be notified of such determination.

6. The Grantee agrees that disbursement of the Grant (including any instalment thereof) is subject to available funds in the Fund. Where the balance in the Fund on the date of a scheduled disbursement is insufficient to make that disbursement, the FCA will consult with the HLSG and make a disbursement, if any, from the available balance in accordance with the HLSG instructions. The Grantee will be informed accordingly.

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**Section II
Use of the Grant**

Grant Funds to be used Solely for the Purposes Intended

1. The Grantee will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds disbursed to it from the Fund. The Grantee assumes full programmatic and financial accountability for the funds disbursed to it in accordance with this Grant Confirmation Letter. That separate ledger account will be administered by the Grantee in accordance with its own regulations, rules, policies and procedures, including those relating to interest.

2. The Grantee shall use the funds transferred to it under this Grant Confirmation Letter for the purpose for which they have been provided. The Grantee will use the Grant exclusively to implement the activities described in the Programme Document and Budget.

3. Any significant modifications to the scope of the activities or the anticipated expenditures described in the Programme Document and Budget, including as to the nature, content, sequencing or duration of activities, will be subject to prior approval by the HLSG.

4. Indirect costs of the Grantee recovered through programme support costs will be seven percent (7%). All other costs incurred by the Grantee in carrying out the Programme will be recovered as direct costs.

Grantee's Responsibility for the Programme

5. The implementation of activities described in the Programme Document and Budget, and expenditure of the Grant in accordance with the Programme Document and Budget, will be the exclusive responsibility of the Grantee and will be carried out in accordance with its applicable regulations, rules, directives and procedures, including those relating to procurement as well as the selection and assessment of implementing partners. Accordingly, personnel will be engaged and administered, equipment, supplies and services purchased, and contracts entered into in accordance with the provisions of such regulations, rules, policies and procedures.

6. The Grantee takes full responsibility and accountability for implementation of the activities and for expenditure of the Grant, and for the acts and omissions of all persons or

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entities employed by or acting on behalf of or otherwise associated with it, including (but not limited to) any implementing partner, and shall be responsible for handling all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Grantee, or of the Grantee's employees, officers, agents or sub-contractors or implementing partners, in connection with the Grant including the expenditure of the Grant and implementation of the activities described in the Programme Document and Budget.

7. In implementing the activities described in the Programme Document and Budget, the Grantee will not be considered as an agent of any other grantee, the HLSG, any Contributor, UNICEF, or the ECW Secretariat and, thus, the personnel of one will not be considered as staff members, personnel or agents of any of the others. The Grantee shall be responsible for handling all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, against any other grantee, the HLSG, any Government or other entity contributing to the Fund pursuant to a Standard Contribution Agreement (a "Contributor"), UNICEF, or the ECW Secretariat arising out of acts or omissions of the Grantee, or of the Grantee's employees, officers, agents or sub-contractors or implementing partners, in connection with the Grant including the expenditure of the Grant and implementation of the activities described in the Programme Document and Budget.

Ethical Conduct

8. The Grantee will select for work implementing the Programme Document and Budget reliable persons who will perform effectively, respect the local customs, and conform to a high standard of moral and ethical conduct. The Grantee will establish appropriate programmatic safeguard measures in the design and implementation of the Programme, thereby promoting the shared values, norms and standards of the international community. These measures include respect of international conventions on the environment, on children's rights, and internationally agreed core labour standards.

9. Without limiting the generality of the previous paragraph:

(a) The Grantee shall comply with all laws, ordinances, rules, and regulations applicable to it bearing upon the performance of its obligations under the terms of this Grant Confirmation Letter.

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(b) The Grantee shall take all appropriate measures to prevent sexual exploitation and abuse of anyone by any of its employees and personnel. The Grantee shall also take all appropriate measures to prohibit its employees and personnel from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitative or degrading to any person. The Grantee shall further ensure that none of its employees and personnel exposes any intended beneficiary, including children, to any form of discrimination, abuse or exploitation.

(c) The Grantee warrants that no member of the HLSG or the rosters of experts engaged to assist the HLSG, or employee of the FCA or personnel of the ECW Secretariat has received or will be offered by the Grantee any direct or indirect benefit arising from the Grant or the award thereof. The Grantee agrees that breach of this provision is a breach of an essential term of this Grant Confirmation Letter.

Special Provisions regarding Financing of Terrorism

10. The Grantee confirms that, consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, it is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, the Grantee recognizes its obligation to comply with any applicable sanctions imposed by the UN Security Council in addition to any other sanctions regime to which it is subject. In addition to complying with any laws to which it is subject, the Grantee will use all reasonable efforts to ensure that the funds transferred to it in accordance with this Grant Confirmation Letter are not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime. If, during the term of this Grant Confirmation Letter, the Grantee determines there are credible allegations that funds transferred to it in accordance with this Grant Confirmation Letter have been used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime, it will as soon as it becomes aware of it inform the HLSG, the FCA and the contributors and, in consultation with the HLSG, determine an appropriate response.

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Protections against Fraud and Misuse of Grant Funds

11. The Grantee recognizes the importance of taking all necessary precautions to avoid the misuse of funds and, to this end, the Grantee will maintain standards of conduct among its staff and personnel, and appropriate oversight and control mechanisms with regard to the use of the Grant by it and by any third party to which some or all of the Grant is transferred, to prohibit corrupt, fraudulent, collusive or coercive practices (including in connection with the award and administration of contracts, grants, or other benefits).

12. If the Grantee receives an allegation of misuse of funds disbursed from the Fund to the Grantee and determines that such allegation is credible enough to warrant an investigation, it will promptly notify the HLSG and the FCA, to the extent that such notification does not jeopardize the conduct of the investigation. The allegation will be dealt with promptly in accordance with the Grantee's accountability and oversight framework including with regard to initiating and completing an investigation of such allegation. The Grantee will keep the HLSG and the FCA informed about the progress of the investigation. Promptly upon completion of the investigation, the Grantee will inform the HLSG and the FCA about the results of the investigation and agree with the HLSG on the appropriate application of paragraph 14 below.

13. The Grantee acknowledges that the HLSG may, at the request of any Contributor or at its own initiative, request that the Grantee or another entity conduct an enquiry, review, or investigation into credible allegations of misuse of funds disbursed from the Fund to the Grantee. The Grantee will promptly undertake such enquiry, review, or investigation at its own expense and report the results to the HLSG. The Grantee will ensure that its sub-contractors and implementing partners provide, full cooperation in any such enquiry, review, or investigation whether conducted by itself or by another party at the request of the HLSG.

14. If the HLSG determines that any portion of the Grant, or any supplies and equipment purchased using the Grant, have not been used in accordance with the Programme Document and Budget and this Grant Confirmation Letter (including where there has been theft or diversion by reason of fraud or corruption):

(a) at the instruction of the HLSG, this Grant Confirmation Letter may be suspended or terminated with immediate effect upon written notice to the Grantee; and/or

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(b) the Grantee will either (i) repay to the Fund any amounts misappropriated by its own staff as agreed with the HLSG; or (ii) agree with the HLSG on appropriate recovery efforts for any amounts misappropriated by third parties and repay to the Fund all amounts recovered.

15. It is understood and agreed that the FCA will convey to each Contributor information received by it under paragraphs 12 and 13 above, and that a Contributor may, following consultation with the HLSG, UNICEF, and all other Contributors, and at its own expense, exercise the rights of the HLSG set out in paragraph 14 above.

16. Notwithstanding any other provision of this Grant Confirmation Letter, the Grantee recognises that each Contributor has reserved the right to withhold continued contributions to the Fund if the Grantee does not meet its reporting obligations; or if the Contributor concludes that there is evidence of improper use of funds (including through diversion by reason of fraud or corruption).

17. The Grantee will not be required to commence and continue to implement the activities set out in the Programme Document and Budget while any amount of the Grant requested by the Grantee in accordance with the disbursement schedule is unpaid.

18. Except as is otherwise expressly provided for in this Grant Confirmation Letter, or as required in accordance with the Grantee's standard arrangements with the relevant Host Government, all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Grantee develops using the Grant shall be in the public domain.

Completion of the Programme

19. The Grantee will advise the HLSG in writing when all activities described in the Programme Document and Budget have been fully implemented.

Section III

Reporting; Monitoring and Evaluation; Joint Communication

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Reporting

1. The Grantee will provide the following reports:

(a) within thirty (30) days of the end of each six-month period during the term of the Grant, a progress update in its standard reporting format summarizing (i) progress made against achievement of the results set out in the Programme Document and Budget and implementation challenges if any, together with results achieved and outputs delivered during the reporting period, and (ii) funds received and the use and expenditure of such funds.

(b) within ninety (90) days of the end of each calendar year, (i) an annual programmatic report in its standard reporting format setting out a detailed description of the activities undertaken, the results achieved and lessons learned (including any background explaining differences between the Programme Budget and the actual expenditures for the reporting period); and (ii) an annual financial statement in its standard format setting out the Grant funds received, and the use and expenditure of such funds, it being understood that such financial statements shall be certified by the Chief Financial Officer or equivalent officer of the Grantee;

(c) within six (6) months of the completion of Programme activities funded by the Grant, a final programmatic report covering the entire period of the Grant in its standard format;

(d) within twelve (12) months of the expiry or termination of the Grant, a final financial report covering the entire period of the Grant in its standard format, certified by the Chief Financial Officer or equivalent officer of the Grantee; and

(e) such other reports or progress updates as the HLSG and the Grantee may agree, within applicable policies of the Grantee.

The Grantee will transmit the reports referred to in this paragraph 1 by email, at the email addresses listed in Attachment A to this Grant Confirmation Letter.

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Monitoring and Evaluation

2. Monitoring of the implementation of the Programme will be undertaken in accordance with the monitoring arrangements applicable to the Grantee. The Grantee may invite the Contributors to nominate one Contributor, at that Contributor's own expense, to accompany the Grantee's supervision missions related to the Programme.

3. Evaluation of Programme supported by the Fund will be undertaken in accordance with the Programme Document and Budget.

4. A Contributor may, separately or jointly with other Contributors, and following consultation with the HLSG, take the initiative to evaluate or review its support for Programmes through the Fund, with a view to determining whether results are being or have been achieved and whether contributions have been used for their intended purposes as determined by the HLSG. The FCA will be informed about such initiatives. Such Contributor and the Grantee will agree on the scope and terms of reference of such evaluation. The Grantee will, upon request, assist in providing relevant information within the limits of their regulations, rules, policies and procedures. All costs will be borne by the respective Contributor, unless otherwise agreed.

Joint Communication

5. (a) The Grantee will provide its full cooperation with the HLSG's reasonable request for assistance with communication campaigns concerning the Fund.

(b) The Grantee may refer publicly to the support provided by the Fund by using the following statement: "[Grantee] gratefully acknowledges financial support provided for this Programme by the Education Cannot Wait Fund."

(c) Neither the Grantee, nor the HLSG (or the ECW Secretariat) will issue any press release or make any public announcement about this Grant Confirmation Letter, or any announcement in connection with the Fund mentioning the name of the other or of the Fund or containing any emblem or logo of the Grantee or of ECW, without the prior written approval of the Grantee or in the case of the HLSG (or the ECW Secretariat), the ECW Secretariat.

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(d) Except as contemplated by as permitted under sub-paragraph (b) of this paragraph 5 or as necessary in order to give effect to the arrangements contemplated in this Grant Confirmation Letter, the Grantee will not use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, without the prior written permission of UNICEF.

**Section IV
Designated Focal Points**

1. The persons identified in the table in Attachment A to this Grant Confirmation Letter will be the primary focal points for discussion and consultation relating to matters arising out of this Grant Confirmation Letter.

**Section V
Entry into Effect, Expiration, Termination; Modification**

1. This Grant Confirmation Letter will come into effect when it has been counter-signed by an authorised official of the Grantee. It will expire on the first to occur of the following:

(a) the winding up of the Fund in accordance with relevant provisions of the Standard Contribution Agreement/Arrangement for contributions to the Fund;

(b) the date on which the Grantee advises the HLSG and the FCA that it has fully implemented the activities set out in the Programme and Budget; or

(c) the expiry of the Grant period identified in the table on the first page of this Grant Confirmation Letter.

2. The HLSG and the Grantee may each terminate this Grant Confirmation Letter by giving the other thirty (30) days' written notice. In addition, this Grant Confirmation Letter may be terminated with immediate effect upon written notice to the Grantee if the HLSG determines that the Grantee has failed to comply with Section II, paragraphs 8 through 14.

3. When this Grant Confirmation Letter expires or is terminated, the Grantee will undertake appropriate measures to bring all activities to an orderly and prompt conclusion so as to minimize costs and expense. The Grantee will promptly return to the Fund all Grant funds

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remaining after settlement of all commitments entered into prior to the expiry or receipt of termination notice of this Grant Confirmation Letter. The provisions of Section II, paragraphs 11 through 14 will survive the expiry or termination of this Grant Confirmation Letter.

4. This Grant Confirmation Letter may be modified only by written instrument signed by the Grantee and UNICEF following approval from the HLSG.

**Section VI
Settlement of Disputes**

1. Any dispute, controversy or claim between the Grantee and the HLSG arising out of, or in connection with, this Grant Confirmation Letter will be resolved exclusively through direct negotiations by persons designated by the Grantee and the HLSG to undertake such direct negotiations.

**Section VII
Privileges and Immunities**

1. Nothing in this Grant Confirmation Letter will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNICEF, or of any Grantee which is a United Nations System Organisation. **ENDS**