

24 May 2017

M. Cyrille Pierre
Directeur du Développement durable
27 rue de la Convention
CS 91533
75532 Paris cedex
FRANCE

Dear M. Pierre,

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

Confirmation of Contribution

1. The United Nations Children Fund (“UNICEF”) is pleased to acknowledge the commitment of the Government of France (the “Contributor”) to make a contribution of two million Euros (€2,000,000) 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).

(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 within ten (10) working days (in Paris) after this Agreement has been signed by both Parties.

6. The Contributor will transfer the Contribution (or each installment, as applicable) to UNICEF by depositing it into the following bank account:

UNICEF NY Cashiers
Account No. 9 785 255 01
IBAN: DE84 5008 0000 0978 5255 01
Commerzbank AG
Business Banking
Kaiserstrasse 30
60311 Frankfurt am Main
Germany

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 (tnyhq-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 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 except to the extent required in order to give effect to any earmarking instructions from the Contributor.

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 (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.

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.

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.

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.

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 HLSCG.

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 in its capacity as Fund Custodian 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

(b) If to the Contributor:

M. Cyrille Pierre
Directeur du Développement durable
27 rue de la Convention
CS 91533
75532 Paris cedex
France
Tel: +33 1 43 17 67 05
Fax: +33 1 53 69 43 85

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. Except with regard to routine changes (including by way of example in connection with the information referred to in paragraph 36(b) above or, provided the funds have not yet been allocated, with respect to modification of earmarking instructions under paragraph 3(a)) or as otherwise agreed by the HLSG, 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: M. Cyrille Pierre
Directeur du Développement durable

Date: 30 May 2017