

PROJECT AGREEMENT

Between

**Ministry of Foreign Affairs and International Cooperation
of the Italian Republic - Directorate General for Development Cooperation
(THE DONOR)**

AND

THE UNITED NATIONS INTERNATIONAL CHILDREN'S EMERGENCY FUND (UNICEF)

WHEREAS the Donor hereby agrees to contribute funds to UNICEF (hereinafter referred to as "the Contribution") for the implementation of the Project "Strengthening PMTCT and Pediatric Treatment Services in Mozambique" (hereinafter referred to as "the Project"), as described in the Project document submitted to the Donor for information.

WHEREAS the Italian Agency for Development Cooperation (AICS), established by Italian Law no. 125/2014, was created for the implementation of development cooperation initiatives and carries out the activities related to technical and operational investigative stages, financing, operation, monitoring of cooperation initiatives;

WHEREAS UNICEF is prepared to receive and administer the Contribution for the implementation of the Project,

WHEREAS the Government of Mozambique has been duly informed of the Contribution of the Donor to the Project,

WHEREAS UNICEF shall designate an Implementing Partner for the implementation of the Project (hereinafter referred to as the "Implementing Partner"),

NOW THEREFORE, the Ministry of Foreign Affairs and International Cooperation-Directorate General for Development Cooperation of the Italian Republic, and the UNICEF, referred to collectively as the "Parties" and each individually as a "Party", agree as follows:

Article I. The Contribution

1. (a) The Donor shall, in accordance with the schedule of payments set out below, contribute to UNICEF the amount of 1.345.500,00 euros.

The Contribution will be transferred, through the AICS, into the following bank:



Commerzbank AG, Business Banking,
Kaiserstrasse 30, 60311 Frankfurt am Main,
Germany UNICEF
NY Cashiers
Account no. 9785 255 01
Swift: COBADEFFXXX
IBAN: DE84 5008 0000 0978 5255 01
Currency Type: Euros

<u>Schedule of payments</u>	<u>Amount</u>
Upon signature of agreement	722,982 euros
Upon approval of mid-term report	622,518 euros

1. (b) The Donor will have UNICEF informed when the Contribution is paid via an e-mail message with remittance information to gssccashier@unicef.org; cudfam@unicef.org; tnyhq-dfam@unicef.org, providing the following information: donor's name, UNICEF country office, Project no. and title, donor reference (if available). This information should also be included in the bank remittance advice when funds are remitted to UNICEF.
2. The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment.
3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended to be consistent with the progress of Project delivery.
4. UNICEF shall receive and administer the payment in accordance with the rules, regulations, policies and procedures of UNICEF.
5. All financial accounts and statements shall be expressed in United States dollars.

Article II. Utilization of the Contribution

1. The implementation of the responsibilities of UNICEF and of the Implementing Partner pursuant to this Agreement and the Project document shall be dependent on receipt by UNICEF of the Contribution in accordance with the schedule of payment as set out in Article I, paragraph 1, above.
 2. If unforeseen increases in expenditures or commitments are expected or realized, UNICEF shall submit to the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary. The Donor shall use its best endeavours to make available to UNICEF the additional funds required, without any binding obligation.
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3. Any interest income attributable to the Contribution shall be credited to UNICEF Account, retained by UNICEF and shall be utilized in accordance with established UNICEF procedures.

Article III. Administration and reporting

1. Project management and expenditures shall be governed by the rules, regulations, policies and procedures of UNICEF.
2. UNICEF shall provide to the Donor and AICS the following reports in accordance with UNICEF accounting and reporting procedures.
 - (a) From UNICEF's country office:
 - a. A mid-term report after 12 (twelve) months from starting of activities.
 - b. within 6 (six) months after the date of completion or termination of this Agreement, a final report summarizing Project activities and impact of activities as well as provisional financial data;
 - (b) From UNICEF's Division of Finance and Administration (DFAM), an annual certified financial statement as of 31 December to be submitted no later than 30 June of the following year;
 - (c) From UNICEF's Division of Finance and Administration (DFAM) on completion of the Project, a certified financial statement to be submitted no later than 3-6 months after the financial closing of the Project .

Article IV. Administrative and support services

1. In accordance with the UNICEF Executive Board Decision 2013/5 of 8 February 2013, the Contribution includes 8% recovery support costs.
2. The aggregate of the amounts budgeted for the Project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the Project under this Agreement as well as funds which may be available to the Project for Project costs and for support costs under other sources of financing.

Article V. Evaluation

The Donor, AICS and UNICEF may jointly conduct an evaluation of the Project in consultation and coordination with each other and subject to UNICEF's Regulatory Framework (including UNICEF's



Evaluation Policy) and without prejudice to the UN's single audit principle. The costs of an evaluation shall be borne by the Donor.

Article VI. Equipment

Ownership of equipment, supplies and other properties financed from the Contribution shall vest in UNICEF. Matters relating to the transfer of ownership by UNICEF shall be determined in accordance with the relevant policies and procedures of UNICEF.

Article VII. Auditing

The Contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of UNICEF.

Article VIII. Completion of the Agreement

1. UNICEF shall notify the Donor when all activities relating to the Project have been completed in accordance with the Project document.
2. Notwithstanding the completion of the Project, UNICEF shall continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Project have been satisfied and Project activities brought to an orderly conclusion.
3. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNICEF shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.
4. In cases where the Project is completed in accordance with the Project document any funds below 5,000.00 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNICEF. Any funds above 5,000.00 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNICEF after consultation with the Donor and AICS.

Article IX. Termination of the Agreement

1. This Agreement may be terminated by UNICEF or by the Donor after consultations between the Donor and UNICEF, and provided that the funds from the Contribution already received are, together with other funds available to the Project, sufficient to meet all commitments and liabilities incurred in the implementation of the



Project. This Agreement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate this Agreement.

2. Notwithstanding termination of all or part of this Agreement, UNICEF shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of all or the part of the Project have been satisfied and Project activities brought to an orderly conclusion.

Article X. Prevention of Corruption and Fraud

1. Both the Donor and UNICEF are firmly committed to preventing and detecting fraudulent and corrupt practices. Consistent with the UN Charter, the Standards of Conduct for the International Civil Service, the UNICEF Staff Rules and Regulations, and UNICEF Financial Rules and Regulations, the UNICEF Anti-Fraud and Anticorruption Policy and the Procurement Manual, UNICEF will use reasonable efforts to ensure that the utilization of the Contribution conforms to the highest standard of ethical conduct and that every part of the organization, as well as all individuals acting on behalf of UNICEF, observe the highest standard of ethics and integrity.
2. UNICEF, in accordance with its regulations, rules and directives, will ensure that any allegations of fraud and corruption in connection with the utilization of the Contribution are reported to the Office of Internal Audit and Investigation in a timely manner. Credible allegations will be investigated by Office of Internal Audit and Investigation in accordance with its regulations, rules, policies and procedures. UNICEF will, in a timely manner and consistent with its regulations, rules, policies and procedures, provide details to the Donor and AICS of the outcome of substantiated allegations of fraud and corruption, along with details of action taken by UNICEF.
3. Following the conclusion of any investigation which identifies fraud or corruption involving any activities funded in whole or in part with the Contribution, UNICEF will:
 - (a) in a timely manner and consistent with its regulations, rules, policies and procedures, provide details to the Donor of the outcome of substantiated allegations of fraud and corruption, along with details of action taken by UNICEF;
 - (b) Use reasonable efforts to recover any part of the Contribution, which Office of Internal Audit and Investigation has established as being diverted through fraud or corruption;
 - (c) In connection with (a) above, in consultation with the UN Office of Legal Affairs, give proper consideration to referring the matter to the appropriate authorities of the Member State where the fraud or corruption is believed to have occurred and to the provisions of General Assembly resolution 62/63; and



(d) As required by the Donor and AICS, and following consultations between the Parties, reimburse to the AICS any part of the Contribution which UNICEF has recovered further to sub-section (a) above, or credit it to a mutually agreed activity.

4. Any information provided to the Donor and AICS in relation to any matters arising under the Article shall be treated by the Donor and AICS as strictly confidential.

Any action further to the above paragraphs shall be consistent with UNICEF regulations, rules and directives.

Article XI. Settlement of Disputes

Any dispute, controversy or claim arising out of this Agreement shall be resolved amicably between the Parties.

Article XII: Notice

Any notice or correspondence between UNICEF, the Donor and AICS will be addressed as follows:

- (a) To the Donor: DGCS Ufficio IV, Ministry of Foreign Affairs-Directorate General for Development Cooperation, Piazzale della Farnesina 1, Roma
To AICS : via Contarini 25, Rome
Donor email address: dgcs4@esteri.it
AICS email address: segreteria.aics@esteri.it; Attention: Director Laura Frigenti

To UNICEF: Marcoluigi Corsi, Representative, UNICEF
Address: Avenida de Zimbabwe, 1440, C. Postal 4713, Maputo, Mozambique

- (b) Upon receipt of funds, UNICEF shall send an electronic receipt to the Italian Permanent Mission to the UN in New York

Article XIII. Amendment of the Agreement

This Agreement may be amended through an exchange of letters between the Donor and UNICEF. The letters exchanged to this effect shall become an integral part of this Agreement.

Article XIV. Entry Into Force

This Agreement shall enter into force upon the signature of this Agreement by the parties hereto, on the date of the last signature. It will remain in force for a period of 24 (twenty-four) months, unless it is extended by the Parties in writing.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

Maputo, _____ December 2016

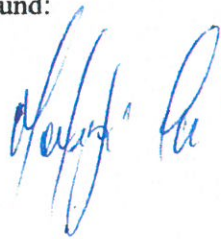
For the Ministry of Foreign Affairs and
International Cooperation of the
Italian Republic - Directorate General
For Development Cooperation

Marco Conticelli
Ambassador of Italy in Mozambique



For the United Nations International Children's Emergency Fund:

Marcoluigi Corsi
Representative



Acknowledged by AICS:

Laura Frigenti
Director



Italian Cooperation/UNICEF project - signed agreement

Gloria Pracucci [gloria.pracucci@italcoop.org.mz]

Sent: 1/13/2017 12:27 PM

To: mcorsi@unicef.org

Cc: "Michel Le Pechoux" <mlepechoux@unicef.org>, gmarquez@unicef.org, "Emma Brigham" <ebrigham@unicef.org>

Dear Marco,

I hope everything is fine with you and the new year has started off well.

I am enclosing a copy of the project agreement counter-signed by the Italian Agency for Development Cooperation Director (Ms. Laura Frigenti). Hard copies will follow in the next weeks.

Thank you and have a good weekend,
Gloria

Gloria Pracucci

Agenzia Italiana per la Cooperazione allo Sviluppo (AICS)

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Facebook | Website Maputo | Website Institucional



AGENZIA ITALIANA
PER LA COOPERAZIONE
ALLO SVILUPPO

Attachments: [Accordo Mozambico 10878 PMTCT.pdf](#)

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