

AGREEMENT

between the

**DIRECTORATE GENERAL FOR DEVELOPMENT COOPERATION of the
ITALIAN MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION**

and the

UNITED NATIONS CHILDREN'S FUND

WHEREAS, the United Nations Children's Fund (hereinafter referred to as "UNICEF") and the Directorate General for Development Cooperation of the Italian Ministry of Foreign Affairs and International Cooperation, through the Italian Agency for Development Cooperation, (hereinafter referred to as the "Donor" and together with UNICEF as the "Parties" and each one a "Party") desire to strengthen their partnership and cooperation in the financing of programmes, projects and activities of a developmental or humanitarian nature which are consistent with and supportive of UNICEF's mandate, have agreed to cooperate in the implementation of a programme entitled "**Strengthening the Civil Registration System for Children's Right to Identity: Identification for Development (ID)**" (hereinafter referred to as the "Programme");

WHEREAS, the Donor and UNICEF wish to set out the principles and conditions that will apply to such cooperation;

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;

NOW THEREFORE, UNICEF and the Donor hereby agree as follows:

Article I. The Contribution

1. The Donor will make available to UNICEF a contribution in the amount of five hundred thousand Euros (EUR 500,000) (hereinafter referred to as the "Contribution").
2. The Contribution will be transferred to UNICEF in full within thirty (30) days of the signature of this Agreement by both Parties.
3. ~~The Contribution~~ will be deposited into the following UNICEF bank account:

UNICEF's Euro Account:
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
4. When making the funding transfer, Donor will inform UNICEF Division of Financial and Administrative Management (for the Attention: Finance), by e-mail (gsscassier@unicef.org, cudfam@unicef.org, tnvhd-fam@unicef.org), of (a) the amount transferred, (b) the value date of the transfer, and (c) that the transfer is from Donor pursuant to this Agreement. Upon receipt of funds, UNICEF will confirm the transfer by email to (aics.addisabeba@itacaddis.it) the Italian Agency for Development Cooperation Office in Ethiopia (for the Attention of the Head of Office, Ms. Ginevra Letizia).
5. If the Contribution is made in a currency other than United States Dollars, its equivalent value in United States Dollars shall be determined by applying the United Nations operational rate of exchange in effect on the date of receipt of the Contribution.
6. UNICEF will receive and administer the Contribution in accordance with UNICEF's applicable regulations, rules, policies and procedures (including those relating to direct and indirect costs, interest, audit, intellectual property, procurement, monitoring, evaluation and oversight, reporting and its risk management framework, including its policies for combatting fraud and corruption) and (b) the terms of this Agreement.

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7. UNICEF will apply a cost recovery rate towards UNICEF's indirect programme support costs in accordance with relevant decisions of UNICEF's Executive Board, that rate being eight percent (8%) in accordance with UNICEF Executive Board decision 2013/005. Any identifiable interest earned on the cash balance of the Contribution will be used by UNICEF in accordance with UNICEF's Financial Regulations and Rules.

Article II. Reports

1. UNICEF will provide to the Donor the following reports prepared in accordance with UNICEF's accounting and reporting procedures:
 - (a) a programmatic report which will cover progress achieved during the first six (6) months of implementation of the Programme, to be provided by the end of June 2017;
 - (b) final programmatic report, detailing activities undertaken and outlining progress achieved in relation to the Programme objectives, also stating challenges and constraints, to be provided within three (3) months of completion of the Programme;
 - (c) a financial statement, certified by the UNICEF Comptroller showing income and expenditure as of 31 December each year of the Contribution to be submitted no later than 30 June of the following year;
 - (d) a final financial statement certified by the UNICEF Comptroller showing receipt and expenditure of the Contribution, to be provided within eighteen (18) months following the financial closing of the Programme.
2. Further to the reporting requirements stipulated above, UNICEF agrees to keep the Donor informed of key issues, progress and problems relating to the Programme, as appropriate.
3. All reports will be prepared in accordance with UNICEF accounting and reporting procedures. All financial reports and statements will be expressed in United States dollars. Expenditure in currencies other than United States dollars will be reported in United States dollars using the United Nations operational rate of exchange applying at the time of the expenditure.
4. Any unspent balance of the Contribution after the issuance of the final certified financial statement as provided for in Article II, paragraph 1(d) will be applied as follows:
 - (a) *If the balance does not exceed US\$ 10,000, it will be credited to UNICEF's regular resources or to another UNICEF programme;*
 - (b) If the balance exceeds US\$ 10,000, UNICEF will, in consultation with the Donor, credit the balance to another UNICEF programme or credit the balance to UNICEF's regular resources.

Article III. Evaluation

The evaluation of the Programme will be subject to UNICEF's Evaluation Policy as from time to time approved or amended by UNICEF's Executive Board. Final evaluation reports and management responses are publicly disclosed in line with UNICEF's Evaluation Policy.

Article IV. Equipment, supplies and other properties

Ownership of equipment, supplies and other properties financed from the Contribution will be determined with reference to UNICEF's regulations, rules, policies and procedures. Transfer of ownership of such equipment, supplies and other properties will be done in accordance with the relevant policies and procedures of UNICEF, and agreements between UNICEF and the host Government.

Article V. Audit

1. UNICEF's financial books and records are routinely audited in accordance with the internal auditing procedures established in UNICEF's financial regulations and rules. Accordingly, any part of the Contribution will be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of UNICEF.
2. External audit reports of UNICEF are public documents and are available on the website of the United Nations Board of Auditors. In the event that an audit report of the United Nations Board of Auditors contains an observation relevant to the Contribution, UNICEF will advise the Donor and provide it either with the relevant website locator address or copy of the report (if available).

9/11/17

Article VI. Completion of the Agreement

1. UNICEF will notify the Donor when all activities relating to the Programme have been completed in accordance with the Programme Document.
2. Notwithstanding the completion of the Programme, UNICEF will continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Programme have been satisfied and Programme activities brought to an orderly conclusion. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNICEF will notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied.

Article VII. Termination of the Agreement

1. This Agreement may be terminated by mutual agreement or by one Party providing to the other a written notice of termination of not less than sixty (60) calendar days. Upon receipt by one Party of the other Party's written notice of termination, the Parties will take all reasonable and necessary measures to conclude the implementation of the Programme and complete their activities in an orderly manner.
2. Notwithstanding termination of all or part of this Agreement, UNICEF will continue to hold and apply any unutilized portion of the Contribution to permit an orderly conclusion of the Programme, including the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties, and the settlement of contractual commitments or liabilities relation to or in connection with the Programme, including in respect of any implementing partners, contractors, subcontractors, consultants or suppliers.

Article VIII. 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 UN Staff Rules and Regulations, and UNICEF Financial Rules and Regulations, UNICEF's Policy Prohibiting and Combatting Fraud and Corruption, and UNICEF's Supply 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 will continue to maintain regulations, rules, policies, procedures and directives, requiring that any allegations of fraud and corruption (as defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption) are reported to UNICEF's Office of Internal Audit and Investigation ("OIAI") in a timely and accurate manner. Credible allegations will be investigated by OIAI in accordance with UNICEF regulations, rules, policies and procedures. OIAI will give prompt notification on a confidential basis to the Donor of any investigations that it is undertaking or proposes to undertake in relation to allegations of fraud and corruption involving any activities funded in whole or part with the Contribution under this Agreement, to the extent that such notification will not, in the opinion of OIAI jeopardize the proper conduct of the investigation into such allegations or the due process rights of those under investigation.
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) be responsible for taking reasonable measures to recover any part of the Contribution, which OIAI has established as being diverted through fraud or corruption;
 - (b) in connection with (a) above, in consultation with the UN Office of Legal Affairs, where appropriate refer the matter to the appropriate authorities of the member state, in accordance with the provisions of General Assembly resolution 62/63; and
 - (c) as required by the Donor, and following consultations between the Parties, reimburse to the Donor 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 in relation to any matters arising under this Article will be treated by the Donor as strictly confidential.
5. Any action further to the above paragraphs will be consistent with UNICEF regulations, rules, policies and procedures, and directives.

Article IX. Settlement of Disputes

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

Article X. Privileges and Immunities

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 of 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.

Article XI: Notice

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

To the Donor: Ministry of Foreign Affairs and International Cooperation of the Italian Republic DGCS - Ufficio IV
(dgcs4@esteri.it)

Attention of: Min. Roberto Colaminè

Address: Piazzale della Farnesina 1, 00135, Roma, Italy

To AICS (the Donor's implementing Agency): segreteria.aics@esteri.it

Attention of: Director Laura Frigenti

Address: Via Salvatore Contarini, 25, 00135, Roma, Italia

Tel. +39 06 3691 6257

To UNICEF:

Attention of: Ms. Gillian Mellsop

Representative UNICEF Ethiopia Country Office

UNECA Compound, Zambezi Building, 2nd, 3rd & 4th floors

Box 1169 Addis Ababa, Ethiopia

Article XII. 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 will become an integral part of this Agreement.

Article XIII. Entry into Force

This Agreement will 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 twelve (12), 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.

For the Italian Government – Ministry of
Foreign Affairs and International
Cooperation

For the United Nations Children's Fund:



Giuseppe MISTRETTA
The Ambassador of Italy in Addis Ababa

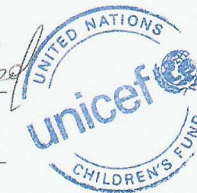
(Signature)

Date: 7.12.2016

Gillian MELLISOP
Country Representative to Ethiopia

(Signature)

Date: 7.12.2016

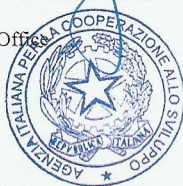


Acknowledged by AICS:

Ginevra LETIZIA

Head of Addis Abeba Office

(7 December 2016)



Gillian Mellsop
UNICEF Representative to Ethiopia