



**AGREEMENT**  
**between the**  
**ITALIAN MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION**  
**DIRECTORATE GENERAL FOR DEVELOPMENT COOPERATION**  
**and the**  
**UNITED NATIONS CHILDREN'S FUND**

**WHEREAS**, the United Nations Children's Fund (hereinafter referred to as "UNICEF") and the Italian Ministry of Foreign Affairs and International Cooperation - Directorate General 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 "*Programa para promocionar y restituir el derecho a vivir en familia de niños, niñas y adolescentes de los departamentos de La Paz y Cochabamba*" (hereinafter referred to as the "Programme"), as described in the programme document attached as Annex I (the "Programme Document");

**WHEREAS**, the Italian Agency for Development Cooperation (hereinafter referred to as "AICS") was established with Italian law 11 August 2014 n. 125, to be in charge of the implementation and funding of projects and initiatives on behalf of the Donor;

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

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

**Article I. The Contribution**

1. The Donor, through the AICS, will make available to UNICEF a contribution in the amount of EUROS Eight hundred eighty two thousand three hundred and eighty two (EUR 882,382) (hereinafter referred to as the "Contribution").
2. The Contribution will be transferred to UNICEF in full within thirty (30) days of signature of this Agreement by both Parties.
3. The Contribution will be paid in accordance with the following payment schedule:

<u>Schedule of payments</u>	<u>Amount</u>
August 19 <sup>th</sup> , 2017	EUR 882,382



The above schedule of payments takes into account the requirement that the payments will be made in advance of the implementation of planned activities. While any amounts due and payable by the Donor are outstanding, UNICEF will not be required to commence or continue implementation of the Programme activities.

3. AICS will transfer the Contribution 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, the Donor, through the AICS, will inform UNICEF Division of Financial and Administrative Management (for the Attention: Finance), by e-mail [[gssccashier@unicef.org](mailto:gssccashier@unicef.org); [cudfam@unicef.org](mailto:cudfam@unicef.org); [tnyhq-dfam@unicef.org](mailto:tnyhq-dfam@unicef.org)], of (a) the amount transferred, (b) the value date of the transfer, and (c) that the transfer is from the Donor pursuant to this Agreement. Upon receipt of funds, UNICEF will confirm the transfer by email to Ministry of Foreign Affairs and International Cooperation of the Italian Republic – Directorate General for Development Cooperation, [dgcs5@esteri.it](mailto:dgcs5@esteri.it); and to the AICS: [aics.segreteriadirettore@esteri.it](mailto:aics.segreteriadirettore@esteri.it), Attention of Mrs. Laura Frigenti, Director.
5. The United States dollar value of the Contribution under this Agreement, 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 may increase or decrease the funds available for the Programme activities.
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.
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 and the AICS 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 [date];
  - (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 and the AICS 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. If special circumstances so warrant, UNICEF may provide more frequent reporting at the expense of the Donor or AICS. The nature and frequency of this reporting shall be detailed in an annex to this Agreement.

### **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.

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#### **Article IV. Equipment, supplies and other properties**


Ownership of equipment, supplies and other properties financed from the Contribution will be determined by 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 the AICS and provide it either with the relevant website locator address or copy of the report (if available).

#### **Article VI Completion of the Agreement**

1. UNICEF shall notify the Donor and the AICS 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 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied and the final financial statement certified by the UNICEF Comptroller has been issued, shall be automatically reallocated by UNICEF. Any funds above 5,000 USD (five

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thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied and the final financial statement certified by the UNICEF Comptroller has been issued, shall be reallocated by UNICEF after consultation with the Donor and AICS.

#### **Article VII. Termination of the Agreement**

1. This Agreement may be terminated by UNICEF or by the Donor after consultations between the Donor, UNICEF and the programme country Government, 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.
3. In cases where this agreement is terminated before Project completion, any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied and the final financial statement certified by the UNICEF Comptroller has been issued, shall be automatically reallocated by UNICEF. Any funds above 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied and the final financial statement certified by the UNICEF Comptroller has been issued, shall be reallocated by UNICEF after consultation with the Donor and AICS.

#### **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 and the AICS in relation to any matters arising under this Article will be treated by the Donor and the AICS as strictly confidential.

5. Any action further to the above paragraphs will be consistent with UNICEF regulations, rules, policies and procedures, and directives.

#### **Article XI. Settlement of Disputes**

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

#### **Article XII. 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.

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### **Article XIII: Notice**

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

- a. For the Donor:  
Ministry of Foreign Affairs and International Cooperation  
Of the Italian Republic – Directorate General for Development Cooperation  
Piazzale della Farnesina, 1  
00135 – Roma Italia  
[dgcs5@esteri.it](mailto:dgcs5@esteri.it)
  
- b. For the UNICEF:  
Attention of: Sun-Ah Kim Suh,  
Representative  
UNICEF Bolivia  
Calacoto, Calle 20 n. 7720, La Paz - Bolivia  
[sukim@unicef.org](mailto:sukim@unicef.org)
  
- c. For the AICS ROMA:  
Attention of: Mr. Laura Frigenti, Director  
Via Salvatore Contarini, 25  
00135 – Roma Italia  
[aics.segreteriadirettore@esteri.it](mailto:aics.segreteriadirettore@esteri.it)
  
- d. For the AICS LA PAZ:  
Attention of: Dr. Vincenzo Oddo, Director  
Obrajes, Calle 7 , n.543  
La Paz - Bolivia  
[cooperazionelapaz@aicslapaz.com](mailto:cooperazionelapaz@aicslapaz.com)

### **Article XIV. 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 XV. Entry into force**

This Agreement will entry 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) months, unless earlier terminated by the parties.



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

For the Donor: MAECI-DGCS  
*Ambassador Placido Vigo*

July 19, 2017

For UNICEF:  
*Representative Sunah Kim Suh*

July 19, 2017

Acknowledged by AICS LA PAZ:  
Dr. Vincenzo ODDO

Acknowledged by UNICEF Bolivia  
Rosana Vega, Chief of Child Protection

July 19, 2017