

[UNICEF NYHQ Letterhead]

[date]

[name etc. of contributor focal point]

Dear [name],

Standard Contribution Agreement¹ between the United Nations Children’s Fund and [full name of contributor] concerning a contribution to an account to fund the Education Cannot Wait Fund.

Confirmation of Contribution

1. The United Nations Children’s Fund (“UNICEF”) is pleased to acknowledge the commitment of [full name of contributor] (the “Contributor”) to make a contribution [subject to appropriate Parliamentary appropriation,]² of [up to]³ [amount in words; currency in words] ([amount in figures; currency in symbol]) 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 Education Cannot Wait Fund (“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 stakeholders, 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 support the work of the operation of the Fund. The High-Level Steering Group (“HLSG”) and the Executive Committee of ECW (“ExCom”) will direct the Fund on behalf of the

¹ **DRAFTING NOTE – NOMENCLATURE:** Individual Standard Contribution Agreements can be tailored such that all references to “Agreement” or “Standard Contribution Agreement” or “Agreement” become “Arrangement”, “Standard Contribution Arrangement”, or “Arrangement” as the case may be.

² **DRAFTING NOTE – PARLIAMENTARY APPROVAL/APPROPRIATION:** Some donor governments require this language in the Arrangement. Therefore, bracketed language should be deleted if not applicable. This tracks language in the standard UNDG documentation.

³ **DRAFTING NOTE – AMOUNT OF CONTRIBUTION:** The bracketed language can be deleted if not applicable for the donor or replaced with “a maximum amount of”. This tracks language in the standard UNDG documentation.

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

Contributors in accordance with this Agreement and the ECW Operational Manual (“Operational Manual”).

(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 (unearmarked 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 has established and operates the Account and will 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, Organizations and other entities 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 will 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 instalments. If the Contributor elects to transfer the Contribution in instalments it will advise UNICEF of the amounts of each instalment and the payment schedule.⁴

6. The Contributor will transfer the Contribution (or each instalment, as applicable) to UNICEF by depositing it into the following bank account:⁵

⁴ **DRAFTING NOTE:** Where a Contributor is transferring the Contribution in instalments this paragraph will be replaced with the following:

“The Contribution will be paid in [number in words] ([number in figures]) instalments of [amount in words; currency in words] ([amount in figures; currency in symbol]) each. The first instalment will be paid within ten (10) working days (in New York) of the effective date of this Standard Contribution [Agreement/Arrangement]. The second and subsequent instalments will be paid on or before [dates]. The second and subsequent instalments will each be requested by the ECW Secretariat, thirty (30) days prior to the scheduled payment date, subject to the appropriate ECW governance authority (a) being satisfied of continued overall progress in programmes supported by the Fund and (b) determining that uncommitted balances in the Account (both unearmarked and for each category of earmarking) as at the date the instalment is due will not be sufficient to meet projected cash flow needs. The Contributor may request additional information from the ECW Secretariat (referred to in paragraph 11 below) in order to complete any internal processes with regard to release of the second and subsequent instalments.”

⁵ **DRAFTING NOTE:** Where a Contributor does not wish to include UNICEF’s banking details in the Standard Contribution Agreement this paragraph will be replaced with the following:

“The Contributor will transfer the Contribution (or each instalment, as applicable) to UNICEF by depositing it into a UNICEF bank account as designated by UNICEF.”

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

[REDACTED]

7. When making the transfer, the Contributor will notify UNICEF Global Shared Services Centre (GSSC) by e-mail (gssccashier@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 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 ExCom 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. At the end of each calendar year, UNICEF will return, to the Fund, any interest accrued on the balances on the Account.

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.

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

The Secretariat

11. At the request of the Contributors to the Account, UNICEF has established a secretariat for ECW (the “ECW Secretariat”) in order to support the operation of ECW and in particular, the work of the HLSG and the ExCom, with regard to the development of programmes, allocation of funds, monitoring of programme implementation and managing risk, and advocacy and resource mobilization.

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 are set out in the Operational Manual. Administrative support to the Fund 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 ExCom 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 the direct costs of the activities in the work plan as well as ECW’s share of the costs of the UNICEF Funds Support Office (the “UNICEF-FSO”), and additional UNICEF support as required. Each such annual work plan and budget will be agreed by the UNICEF Comptroller and approved by the ExCom no later than sixty (60) days prior to the beginning of the calendar year to which it relates.

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

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

Disbursements from the Account

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

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

18. UNICEF will make commitments of funds in the Account and disbursements of funds from the Account in accordance with decisions made by the HLSG, the ExCom and the ECW Director as per the approval authorities provided in the Operational Manual conveyed to UNICEF by the Director in such manner and format, and with such supporting documentation, as will 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 ExCom. UNICEF will be entitled to treat all written instructions of the HLSG, the ExCom and the Director as valid and authorized 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 unearmarked or earmarked for the purposes for which a commitment or disbursement has been decided on by the HLSG, the ExCom or Director, as per the approval authorities provided in the Operational Manual. 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 Director who in turn will discuss with the ExCom.

20. Each grantee designated in a funding proposal approved by the ExCom (each “Grantee”) will enter into a standard-form Grant Confirmation Letter (a “Grant Confirmation Letter”), copies of which are attached as **Annex A(1)** and **Annex A(2)**. 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.

Anti-terrorism

21. Consistent with United Nations Security Council Resolutions relating to terrorism, including United Nations 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 A(1) and Section II, paragraph 22 of Attachment B to the standard Grant Confirmation Letter attached as Annex A(2).

Implementation of Programmes by Grantees

22. 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

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

by each Grantee in accordance with its own regulations, rules, policies and procedures, including those relating to interest.⁶

23. 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 the Grant Confirmation Letter, the Operational Manual as well as its own applicable regulations, rules, policies and procedures including those relating to procurement as well as the selection and assessment of subgrantees. 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.

24. The Contributor will not be held liable for the activities and any contractual commitments entered into by the Grantee or UNICEF with any third party for the implementation of this Agreement or the Programmes.

25. Each Grantee will carry out the relevant Programme in line with the Programme Document, including the Programme’s results framework and Budget approved as per the approval authorities provided in the Operational Manual (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 ECW as provided for in the Operational Manual. Each Grantee will promptly notify the ECW Director of any proposed significant change in the Programme Document and Budget and the ECW Director will decide whether the ExCom requires notification in line with the Operational Manual.

26. 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.

27. 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

28. Evaluation of Programmes supported by the Fund will be undertaken in accordance with the Programme Document and Budget. The Contributors 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 and acknowledge that Fund level evaluations are provided for in the Operational Manual.

⁶ **EXPLANATORY NOTE:** Where UNICEF is also a Grantee, it will need to open its own separate ledger account and transfer funds from the Account to its separate ledger account. This provision tracks the standard UNDG documentation.

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

29. 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 in accordance with the Programme Document and Budget. 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 Organizations 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. All costs will be borne by the respective Contributor, unless otherwise agreed.

Fraud or Diversion of Funds.

30. The Contributor and UNICEF have zero tolerance for and are firmly committed to take all necessary measures to prevent and address allegations of fraud or diversion of funds.

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

31. 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 ExCom, 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 ExCom informed about the progress of the investigation. Promptly upon completion of the investigation, UNICEF will inform the Contributor and the ExCom 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

32. 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 ExCom, UNICEF and all other Contributors, assert an interest in the exercise of the ECW governance rights with regard to a Grantee (as contemplated in Section II, paragraph 14 of Attachment B to the standard Grant Confirmation Letter attached as Annex A(1) and Section II, paragraph 26 of Attachment B to the standard Grant Confirmation Letter attached as Annex A(2)) in the event the ExCom 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.

Safeguarding

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

33. The Contributor and UNICEF have zero tolerance for and are firmly committed to take all necessary measures to prevent and address instances of sexual exploitation, sexual abuse and sexual harassment and child safeguarding violations, in its activities and recognize the importance of their respective personnel to adhere to the highest standards of integrity and conduct as defined in their respective policies. In that regard, the Contributor and UNICEF take particular note of Section II, paragraphs 8-9 of Attachment B to the Standard Grant Confirmation Letter as attached as Annex A(1) and Section II, paragraph 20-21 of Attachment B to the standard Grant Confirmation Letter attached as Annex A(2).

Reports by UNICEF

34. 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.

35. 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.

36. 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.

37. The reports referred to in paragraphs 35 and 36 above will be provided to the Contributor and to the ExCom. UNICEF will not be required to provide any reports under this Agreement other

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

than those referred to in paragraphs 35 and 36 above. Reports on the activities of the ECW Secretariat will be provided by the Director to the HLSG and the ExCom and will be made available to the Contributor.

Entry into Force and Termination

38. This Agreement will come into force on the day UNICEF receives a copy of this Agreement countersigned by a duly authorized representative of the Contributor. It will continue until the Account is wound up unless terminated by either UNICEF or the Contributor before then, by giving the other ninety (90) days written notice. It is understood that neither UNICEF or the Contributor will terminate this Agreement unless it consulted in advance with the ExCom and has taken into account the impact of such termination on ECW activities. If this Agreement is terminated before the Account is wound up, any unspent and uncommitted balance will be repaid to the Contributor on a pro rata basis calculated on the basis of a formula approved by the ExCom. If this Agreement is terminated at the time the Account is wound up, any balance remaining in the Account upon winding up of the Account will be used for a purpose agreed upon by the Contributor and the ExCom or shared among all contributors to the Fund in proportion to their respective contribution to the Account over the lifetime of the Fund by all contributors.

Other Matters

39. This Agreement [is considered an administrative arrangement and not an international treaty and]⁷ 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.

40. Notices will be deemed to be effective as follows: in the case of registered mail, seven (7) days; in the case of facsimiles or other electronic communication, 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 or electronic communication to such Party as follows:

(a) If to UNICEF:

The United Nations Children's Fund
UNICEF House
Three United Nations Plaza
New York, New York 10017
Tel: + 1 (212) 326-7000

⁷ **DRAFTING NOTE:** Some Contributors require this language in the Standard Contribution Agreement/Arrangement. Therefore, bracketed language will be added if applicable.

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

Fax: + 1 (212) 326-7004

Att: The Comptroller

(b) If to the Contributor:

[details]

41. The Contributor and UNICEF will resolve any difference of interpretation arising out of or relating to this Agreement, through amicable negotiation.

42. Nothing in or relating to this Agreement will be deemed a waiver, express or implied, of any of the privileges and immunities accorded to the United Nations and its subsidiary organs, including UNICEF, under the Convention on the Privileges and Immunities of the United Nations or otherwise, and Contributor, as applicable. No provision of this Agreement will be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

43. Except with regard to routine changes (including by way of example in connection with the information referred to in paragraph 40(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 ExCom, this Agreement can only be amended by written instrument signed by both UNICEF and the Contributor and agreed by all current contributors to ECW.

Sincerely,

Thomas Asare
Comptroller
United Nations Children's Fund

CONFIRMED AND AGREED:

By: **[name etc. of contributor focal point]**

Date: _____

ANNEX A(1)

ANNEX A(1)
(Use for NGOs, CSOs, UN Entities)

STANDARD GRANT CONFIRMATION LETTER
for the Education Cannot Wait Fund

[Date]

[name, Organization, and address]

Re: Grant from the Education Cannot Wait Fund

Dear [name]:

I am writing to inform you that the Education Cannot Wait Fund (the “Fund”) has 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 with its accompanying results framework 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 authorized 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 Letter countersigned by the Grantee, we will make arrangements for the [initial instalment of the] Grant to be disbursed.

Sincerely,

Thomas Asare
Comptroller
United Nations Children’s Fund

For the Education Cannot Wait Fund

AGREED ON BEHALF OF [Grantee]:

EDUCATION CANNOT WAIT FUND
23 DECEMBER 2020 [FINAL]

Name:
Title:
Authorized Official
Date:

cc: Director, Education Cannot Wait Fund

EDUCATION CANNOT WAIT FUND
23 DECEMBER 2020 [FINAL]

ATTACHMENT A
To Grant Confirmation Letter

Summary of 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 United Nations Children's Fund 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 the United Nations Children’s Fund (“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. In line with the Education Cannot Wait Fund (“ECW”) Operational Manual, the respective ECW governance body 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 respective ECW governance body in line with the ECW Operational Manual, following review by the ECW governance body 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 High-Level Steering Group (“HLSG”) to the requested disbursement have been fulfilled; and
 - (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.

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

5. Upon receiving instructions from the respective ECW governance body, the FCA may withhold disbursement of any instalment or reduce the amount of any instalment if the ECW's governance body 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 ECW's governance body have not been fulfilled to the ECW's governance body satisfaction.

If the ECW governance body 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 Grantee will be informed accordingly.

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 will 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 ECW's governance body.

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

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

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 subgrantees. 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 Grantee will notify ECW if there are any changes to its regulations, rules, policies and procedures.¹

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 entities employed by or acting on behalf of or otherwise associated with it, including (but not limited to) any subgrantee, and will 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 subgrantees 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, the Executive Committee of the Fund ("ExCom"), any Government or other entity contributing to the Fund pursuant to a Standard Contribution Agreement (a "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 will 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, the ExCom, a Contributor, UNICEF, the ECW Secretariat arising out of acts or omissions of the Grantee, or of the Grantee's employees, officers, agents or subgrantees, 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 will 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.

(b) The Grantee will take all appropriate measures to prevent sexual exploitation, abuse and harassment, and child safeguarding violations of anyone by any of its employees, personnel, subgrantees and subcontractors and will respond appropriately should violations occur. The Grantee will also take all appropriate measures to prohibit its employees, personnel, subgrantees and subcontractors from exchanging any money, goods, services, or other things of

¹ **DRAFTING NOTE:** This last sentence is not applicable where the Grantee is a UN organization.

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

value, for sexual favors or activities or from engaging in any sexual activities that are exploitative or degrading to any person. The Grantee will further ensure that none of its employees, personnel, subgrantees and subcontractors exposes any intended beneficiary, including children, to any form of discrimination, abuse or exploitation.

(c) Investigations of allegations of sexual exploitation, abuse, harassment and child safeguarding violations arising in programmatic activities funded by the Fund, will, where appropriate, be carried out by the investigation service of the Grantee in accordance with its rules, regulations, policies and procedures.

(d) The ExCom, the FCA and the Contributors will be promptly notified of credible allegations of sexual exploitation, abuse, harassment and child safeguarding violations, under investigation by the Grantee, to the extent that such notification does not jeopardize the conduct of the investigation.² Any information provided by Grantee herein, will be shared in accordance with its respective regulations, rules, policies and procedures and without prejudice to the safety, security, privacy and due process rights of concerned individuals.

(e) The Grantee warrants that no member of the HLSG, the ExCom or the rosters of the panel 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 United Nations Security Council Resolutions relating to terrorism, including United Nations 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 United Nations 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 United Nations 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 United Nations Security Council

² **DRAFTING NOTE:** Where the Grantee is a UN Organization, this paragraph is replaced with the following paragraph:

“The ExCom, the FCA and the Contributors will be promptly notified of credible allegations of sexual exploitation, abuse, harassment and child safeguarding violations, received or under investigation by the Grantee, through the United Nations Secretary-General’s reporting mechanism, to the extent that such notification does not jeopardize the conduct of the investigation. Any information provided by Grantee herein, will be shared in accordance with its respective regulations, rules, policies and procedures and without prejudice to the safety, security, privacy and due process rights of concerned individuals.”

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

sanctions regime, it will as soon as it becomes aware of it inform the ExCom, the FCA and the contributors and in consultation with the ExCom, determine an appropriate response.

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 ExCom 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 ExCom informed about the progress of the investigation. Promptly upon completion of the investigation, the Grantee will inform the ExCom about the results of the investigation and agree with the FCA on the appropriate application of paragraph 14 below.

13. The Grantee acknowledges that the ExCom 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 ExCom. The Grantee will ensure that its subgrantees provide, full cooperation in any such enquiry, review, or investigation whether conducted by itself or by another party at the request of the ExCom.³

14. If the ExCom 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) this Grant Confirmation Letter may be suspended or terminated with immediate effect upon written notice to the Grantee; and/or

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

³ **DRAFTING NOTE:** Where the Grantee is a UN Organization, this paragraph is replaced with the following paragraph:

The ECW governance body will refer to the Grantee all allegations of misuse of funds disbursed from the Fund to the Grantee. 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 ECW governance body informed about the progress of any investigation. Promptly upon completion of any investigation, the Grantee will inform the FCA about the results of the investigation and agree with the ECW governance body on the appropriate application of paragraph 14 below.

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

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

16. Notwithstanding any other provision of this Grant Confirmation Letter, the Grantee recognizes 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 will be in the public domain. Contributors may inter alia use, reproduce, adapt, translate, publish, disseminate and distribute for non-commercial purposes and free of charge all reports and any documents resulting from the Programme.

Completion of the Programme

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

Section III **Reporting; Monitoring and Evaluation; Joint Communication**

Reporting

1. The Grantee will provide the following reports:

- (a) within ninety (90) days of the end of each calendar year during the term of the Grant, in the standard reporting format provided by the Fund (i) an annual programmatic report setting out a detailed description of the activities undertaken, the results achieved and lessons learned; and (ii) an annual financial statement setting out the Grant funds received, and the use and expenditure of such funds, it being understood that such financial statements will be certified by the Chief Financial Officer or equivalent officer of the Grantee;⁴

⁴ **DRAFTING NOTE:** For Grantees that are not UN Organizations, add the following words at this point:
“... and, at the request of the ExCom, will be audited subject to the regulations and rules applicable to the Grantee.”

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

- (b) 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 the standard reporting format provided by the Fund;
- (c) within twelve (12) months of the expiry or termination of the Grant, a final financial report covering the entire period of the Grant in the standard reporting format provided by the Fund, certified by the Chief Financial Officer or equivalent officer of the Grantee; and
- (d) such other reports or progress updates as the ExCom 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.

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 ExCom 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, 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 ExCom under the program document. 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.⁵

Joint Communication

- 5. (a) The Grantee will provide its full cooperation with the ExCom 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.”

⁵ **DRAFTING NOTE:** Where the Grantee is an Organization of the UN System, the following sentence will be added at this point:

“It is understood and agreed by all Contributors and the HLSG that 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.”

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

(c) Neither the Grantee, nor ECW (or the ECW Secretariat) will not 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 ECW, of the ECW Secretariat.

(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 authorized 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 ExCom 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. UNICEF on behalf of the ECW governance body 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 ECW governance body 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, including interest, 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.

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

4. This Grant Confirmation Letter may be modified only by written instrument signed by the Grantee and UNICEF on behalf of the applicable ECW governance body.

Section VI **Settlement of Disputes**

1. Any dispute, controversy or claim between the Grantee and the ECW governance body 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 ECW governance body to undertake such direct negotiations. If one of the Contributors invokes the right to direct recourse against the Grantee based on Grant Confirmation Letter Section II paragraph 14, such dispute, controversy or claim, will be resolved through direct negotiations by persons designated by the Grantee and the Contributor to undertake such direct negotiations and should those persons not be able to resolve the matter, the dispute, controversy or claim shall be addressed through such means as the Grantee and the relevant Contributor, in consultation with the chair of the ExCom, may agree. If Grantee and Contributor fail to agree such means, the matter shall be referred to arbitration in accordance with the applicable UNCITRAL Arbitration Rules.⁶

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 Organization. **ENDS**

⁶ **DRAFTING NOTE:** The last sentence of this Section VI (“Settlement of Disputes”) is not applicable for UN organization Grantees.

ANNEX A(2)

ANNEX A(2)
(Use for Private Sector Companies)

STANDARD GRANT CONFIRMATION LETTER
for the Education Cannot Wait Fund

[date]

[name, organization, and address]

Re: Grant from the Education Cannot Wait Fund

Dear [name]:

I am writing to inform you that the Education Cannot Wait Fund (the “Fund”) has 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 authorized 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 Letter countersigned by the Grantee, we will make arrangements for the [initial instalment of the] Grant to be disbursed.

Sincerely,

Thomas Asare
UNICEF Comptroller

For the Education Cannot Wait Fund

AGREED ON BEHALF OF [Grantee]:

Name:
Title:
Authorized Official
Date:

EDUCATION CANNOT WAIT FUND
23 DECEMBER 2020 [FINAL]

cc: Director, Education Cannot Wait Fund

ATTACHMENT A
To Grant Confirmation Letter

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.	Programme Deliverables:¹	
10.	Intellectual Property/ License Terms of Programme Deliverables:	
11.	Focal Point in Secretariat of the Education Cannot Wait Fund:	
12.	Email address for Delivering reports under this Grant Confirmation Letter and Disbursement Notices:	
13.	Focal Point in United Nations Children’s Fund Funds Support Office:	

¹ “Deliverables” means and includes all the work to be delivered by the Grantee (including, but not limited to, all software, designs, images and other elements comprised in such work and related Documentation) as a result of the Programme activities funded by the Grant in accordance with the requirements under this Grant letter. “Documentation” means, with respect to any piece of Software, all of the documents, manuals, brochures, materials and books, whether in print or electronic format, which have been prepared by or for the Grantee in order to specify procedures applicable to the use of any software, including but, not limited to, those specifically identified in the Project Document and Budget.

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 the United Nations Children’s Fund (“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. In line with the Education Cannot Wait Fund (“ECW”) Operational Manual, the respective ECW governance body 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 respective ECW governance body in line with the ECW Operational Manual, following review by the ECW governance body 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 the High-Level Steering Group (“HLSG”) to the requested disbursement have been fulfilled; and
 - (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.

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

5. Upon receiving instructions from the respective ECW governance body, the FCA may withhold disbursement of any instalment or reduce the amount of any instalment if the ECW's governance body 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 ECW's governance body have not been fulfilled to the ECW's governance body satisfaction.

If the ECW governance body 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 Grantee will be informed accordingly.

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 will 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 ECW's governance body.

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

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

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 subgrantees.² 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 Grantee will notify ECW if there are any changes in their 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 entities employed by or acting on behalf of or otherwise associated with it, including (but not limited to) any subgrantee, and will 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 subgrantees, in connection with the Grant, including the expenditure of the Grant, the implementation of the activities described in the Programme Document and Budget, and alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark in connection with the use by UNICEF, the Fund and other beneficiaries of any Programme Deliverables. The Grantee will indemnify, at its own expense, UNICEF, the Fund, and their respective officials, agents and employees, from and against all suits, claims, demands, losses and liability ("Claims") of any nature or kind, including their costs and expenses, brought by a third party and arising out of the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark in connection with the use by UNICEF, the Fund and other beneficiaries of any Programme Deliverables. UNICEF or the Fund will report any such Claims to the Grantee within a reasonable period of time after having received actual notice. The Grantee will have sole control of the defense, settlement and compromise of any such Claims, except with respect to the assertion or defense of the privileges and immunities of UNICEF, which as between the Grantee and UNICEF only UNICEF itself will assert and maintain.

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, the Executive Committee of the Fund ("ExCom"), any Government or other entity contributing to the Fund pursuant to a Standard Contribution Agreement (a "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 will 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, the ExCom, 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 subgrantees, in connection with the Grant including the expenditure of the Grant and implementation of the activities described in the Programme Document and Budget.

Grantee's Responsibilities with regard to Intellectual Property

8. Except as otherwise expressly provided for in this Grant Confirmation Letter, all intellectual property and other proprietary rights, whether registered or unregistered, 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 (the "Programme IP") will be managed in a way that maximizes public accessibility and allows the broadest possible use.

² All sub-contracting of activities described in the Programme Document require the prior approval of the UNICEF Fund Support Office.

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

9. The Grantee will be entitled to all Programme IP. Except as otherwise expressly stated in this Grant Confirmation Letter, the Programme Deliverables (i) will be derived from intellectual property available under Open License terms or (ii) will be original to the Grantee and, in such case, will not infringe any copyright, trademark, patent or other proprietary right of any third party. “Open License” means the following terms or their equivalent as specified in this Grant Confirmation Letter: (i) for software, a GNU general public license, a BSD license or an MIT license, (ii) for hardware, a CERN license, MIT license or TAPR license and (iii) for design or content, a CC-BY license.

10. Except as otherwise expressly stated in this Grant Confirmation Letter, the Grantee has not and will not enter into any agreement or arrangement that restrains or restricts any person’s rights to use any Programme Deliverable or other work resulting from the Programme activities.

11. Notwithstanding any inconsistent terms of any Open License applicable to the Programme Deliverables, the Programme Deliverables will not contain any Disabling Code, and the Fund and UNICEF will not otherwise receive from the Grantee any Disabling Code through the use of the Programme Deliverables. Without prejudice to the Fund’s and UNICEF’s other rights and remedies, if a Disabling Code is identified, the Grantee, at its sole cost and expense, will take all steps necessary to furnish to the Fund and UNICEF a corrected version of the relevant Programme Deliverables without the presence of Disabling Codes. “Disabling Code” means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNICEF or Fund information system or network.

12. Unless otherwise set out in this Grant Confirmation Letter, by no later than half way through the Grant Period, the Grantee will make publicly accessible in perpetuity all Programme IP on a GitHub repository on appropriate Open License terms acceptable to the Fund with attribution reflecting the Grantee as the primary licensor and, during the Grant Period and in perpetuity thereafter, continue to make publicly accessible all improvements, patches and updates of the Programme IP.

13. Unless otherwise set out in this Grant Confirmation Letter, during the period from making the Programme IP accessible on the GitHub repository to the expiry of the Grant Period, and for a twelve (12) month period after the expiry of the Grant Period, make available to the Fund such Programme Data as the Fund may reasonably request on a real-time basis (with a 99% uptime rate). “Programme Data” means any and all information or data in digital form or processed or held in digital form that is generated through the Programme Deliverables or Programme activities or otherwise relates to the Programme or that is collected by the Grantee in the performance of the Programme activities set out in the Programme Document and Budget, including but not limited to, user data, numbers of additions and deletions, commit counts and commit activities.

14. During the Grant Period and for a twelve (12) month period after the expiry of the Grant Period, at the Fund’s or UNICEF’s request, provide its reasonable cooperation to the Fund and UNICEF in relation to, among other things, requests for clarification in relation to the integration of the Programme Deliverables into the Fund’s and UNICEF’s programmes, such cooperation to include, but not be limited to, making the Grantee’s personnel and any relevant data and documentation available for such purposes.

Guiding Principles and Testing Standards

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

15. Unless otherwise set out in this Grantee Letter, the Grantee will ensure that the Programme Deliverables are inter-operable with other open source platforms and that the Programme Deliverables will not be reliant on content, software or hardware that are only available under licenses that are not open source or that are only available for a charge or fee.

16. The Grantee will ensure that all Programme Deliverables are tested in accordance with the testing protocol and standards described in the Programme Document and Budget and ensuring that all code has at least 80%-unit test coverage in its final form. Unless otherwise set out in the Programme Document and Budget, the Grantee will make all test results publicly available at the same time as making Programme Deliverables available on the relevant GitHub repository. At the Fund's request, the Grantee will provide the Fund with evidence that each Programme Deliverable meets the relevant testing standards.

17. Acknowledging that some Programme Deliverables could potentially be intended to be useable by children, adolescents and/or young adults, the Grantee will apply appropriate standards of care in its testing and outreach to target groups in the development of each of the Programme Deliverables and will comply with international best practice standards and any guidance provided by UNICEF and the Fund regarding engaging children and young people in the development of digital products and services and safeguarding.

18. The Grantee will also comply with the principles set forth in the United Nations Development Group Guidance Note on Big Data for the Achievement of the 2030 Sustainable Development Goals: Data Privacy, Ethics and Protection (the "Guidance Note"), which is available at: <https://unsdg.un.org/resources/data-privacy-ethics-and-protection-guidance-note-big-data-achievement-2030-agenda> with respect to the collection and use of Programme Data.

19. The Grantee further agree that the following guiding principles (the "Guiding Principles")³ will guide the implementation of the Programme activities and Deliverables:

- (a) Security: The security of any software applications and their ability to prevent malicious and unintended misuse is an absolute priority. Encryption should be used where appropriate. All communication between systems will use SSL and/or certificates.
- (b) Usability: Software applications must be modern, intuitive, and easy to use. It should be built with accessibility (Web Content Accessibility Guidelines / Section 508) in mind. Layouts and features should remain simple, consistent throughout, and to the point.
- (c) Scalability: Application must be designed in such a way that it is possible to horizontally scale in the case of a hosted (vs. standalone) deployment.
- (d) Extensibility: As much as possible, the system should be built to adapt to varying needs, diverse audiences, changing requirements based on the users' profile. This will be particularly important for the customizations of the software products, as one should aim at developing reusable and adaptable features rather than one-time development for a specific project. Capacity for internationalization and multi-language support are essential to the success of the solution. In this regard, the Grantee acknowledges and understands that the Fund's intention is for the software to be deployed in various countries. The Grantee will have due regard to this goal in providing the Programme Deliverables and will, wherever possible and feasible, ensure that customization of any software is transferable and can be applied in other country contexts. In this regard, the Grantee

³ **DRAFTING NOTE:** Delete those which are not relevant/applicable.

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

will continuously consult with the Fund regarding the possibility and feasibility of transferability of different functions of the customization.

(e) Connectivity: The Fund, UNICEF and its partners work all over the world, including the most isolated locations and in regions affected by disasters and conflicts. It is critical to develop solutions to ensure access to essential resources to as many users as possible, online or offline, through Web server or local, standalone deployments in occasionally connected environments.

(f) Self-sustainability: It is expected that few human resources will be available to support the administration of the applications and support users. Therefore, it is critical to aim at designing systems and processes that are as self-sustainable as possible. This implies, for example, the creation of automation, communication templates, workflows, reliable technology, FAQ, inline help and self-training solutions.

Ethical Conduct

20. 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 labor standards.

21. Without limiting the generality of the previous paragraph:

(a) The Grantee will 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.

(b) The Grantee will take all appropriate measures to prevent sexual exploitation, abuse and harassment, and child safeguarding violations of anyone by any of its employees, personnel, subgrantees, and subcontractors and will respond appropriately should violations occur. The Grantee will also take all appropriate measures to prohibit its employees, personnel, subgrantees, and subcontractors from exchanging any money, goods, services, or other things of value, for sexual favors or activities or from engaging in any sexual activities that are exploitative or degrading to any person. The Grantee will further ensure that none of its employees, personnel, subgrantees, and subcontractors exposes any intended beneficiary, including children, to any form of discrimination, abuse or exploitation.

(c) Investigations of allegations of sexual exploitation, abuse, harassment, and child safeguarding violations arising in programmatic activities funded by the Fund, will, where appropriate, be carried out by the investigation service of the Grantee in accordance with its rules, regulations, policies and procedures.

(d) The ExCom, the FCA and the Contributors will be promptly notified of credible allegations of sexual exploitation, abuse, harassment and child safeguarding violations, under investigation by the Grantee, to the extent that such notification does not jeopardize the conduct of the investigation. Any information provided by Grantee herein, will be shared in accordance with its respective regulations, rules, policies and procedures and without prejudice to the safety, security, privacy and due process rights of concerned individuals.

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

(e) The Grantee warrants that no member of the HLSG, the ExCom or the rosters of the panel of experts engaged to assist the HLSG, or employees 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

22. The Grantee confirms that, consistent with United Nations Security Council Resolutions relating to terrorism, including United Nations 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 United Nations 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 United Nations 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 United Nations Security Council sanctions regime, it will as soon as it becomes aware of it inform the ExCom, the FCA and the contributors and in consultation with the ExCom, determine an appropriate response.

Protections against Fraud and Misuse of Grant Funds

23. 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).

24. 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 ExCom 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 ExCom and the FCA informed about the progress of the investigation. Promptly upon completion of the investigation, the Grantee will inform the ExCom and the FCA about the results of the investigation and agree with the ExCom on the appropriate application of paragraph 26 below.

25. The Grantee acknowledges that the ExCom 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 ExCom. The Grantee will ensure that its subgrantees provide, full cooperation in any such enquiry, review, or investigation whether conducted by itself or by another party at the request of the ExCom.

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

26. If the ExCom 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) this Grant Confirmation Letter may be suspended or terminated with immediate effect upon written notice to the Grantee; and/or

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

27. It is understood and agreed that the ExCom will convey to each Contributor information received by it under paragraphs 24 and 25 above, and that a Contributor may, following consultation with the ExCom, UNICEF and all other Contributors, and at its own expense, exercise the rights set out in paragraph 26 above.

28. Notwithstanding any other provision of this Grant Confirmation Letter, the Grantee recognizes 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).

29. 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.

Completion of the Programme

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

Section III **Reporting; Monitoring and Evaluation; Joint Communication**

Reporting

1. The Grantee will provide the following reports:

(a) within ninety (90) days of the end of each calendar year during the term of the Grant, in the standard reporting format provided by the Fund (i) an annual programmatic report setting out a detailed description of the activities undertaken, the results achieved and lessons learned; and (ii) an annual financial statement setting out the Grant funds received, and the use and expenditure of such funds, it being understood that such financial statements will be certified by the Chief Financial Officer or equivalent officer of the Grantee and, at the request of the ExCom, will be audited subject to the regulations and rules applicable to the Grantee;

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

- (b) 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 the standard reporting format provided by the Fund;
- (c) within twelve (12) months of the expiry or termination of the Grant, a final financial report covering the entire period of the Grant in the standard reporting format provided by the Fund, certified by the Chief Financial Officer or equivalent officer of the Grantee; and
- (d) such other reports or progress updates as the ExCom 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.

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 ExCom to nominate one Contributor, at that Contributor's own expense, to accompany the Grantee's supervision missions related to the Programme.
- 3. Evaluation of Programmes 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, 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 ExCom. 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 ExCom 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 ECW (or the ECW Secretariat) will not 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 or Partnership, without the prior written approval of the Grantee or in the case of ECW of the ECW Secretariat.
 - (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

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

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.

(e) The Fund reserves the right to make Grantee information, Programme Documents and reports public on its website.

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 authorized 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 ExCom 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. UNICEF on behalf of the ECW governance body 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 ECW governance body determines that the Grantee has failed to comply with Section II, paragraphs 20 through 26.

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 remaining after settlement of all commitments entered into prior to the expiry or receipt of termination notice of this Grant Confirmation Letter. Additionally, the Grantee will take any other action that may be necessary, or that the Fund may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to this Grant that is in the possession of the Grantee and in which the Fund has or may be reasonably expected to acquire an interest, including but not limited to providing reasonable assistance with any migration of any Programme IP and Programme Data. The provisions of Section II, paragraphs 23 through 26 will survive the expiry or termination of this Grant Confirmation Letter.

EDUCATION CANNOT WAIT FUND

23 DECEMBER 2020 [FINAL]

4. This Grant Confirmation Letter may be modified only by written instrument signed by the Grantee and UNICEF on behalf of the applicable ECW governance body.

Section VI **Settlement of Disputes**

1. Any dispute, controversy or claim between the Grantee and the ECW governance body 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 ECW governance body to undertake such direct negotiations. If one of the Contributors invokes the right to direct recourse against the Grantee based on Grant Confirmation Letter Section II paragraph 26 such dispute, controversy or claim, will be resolved through direct negotiations by persons designated by the Grantee and the Contributor to undertake such direct negotiations and should those persons not be able to resolve the matter, the dispute, controversy or claim shall be addressed through such means as the Grantee and the relevant Contributor, in consultation with the chair of the ExCom, may agree. If Grantee and Contributor fail to agree such means, the matter shall be referred to arbitration in accordance with the applicable UNCITRAL Arbitration Rules.

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. **ENDS**