

[UNICEF NYHQ Letterhead]

[Date]

[name, address etc of contributor focal point]

Dear [name]

Contribution Agreement between the United Nations Children’s Fund and [full name of Contributor] concerning a contribution to an account to fund the operations of the Secretariat of the Education Outcomes Fund.

Confirmation of Contribution

1. The United Nations Children’s Fund (“UNICEF”) is pleased to acknowledge the commitment of [full name of contributor] (hereinafter, the “Contributor”) to contribute the sum of [amount in words; currency in words] ([amount in figures; currency in symbols]) (the “Contribution”) to a special account (the “Secretariat Account” or the “Account”) established by UNICEF to receive contributions to fund the staffing and operations of the secretariat (the “Secretariat”) of the Education Outcomes Fund (the “EOF”). The EOF was established to catalyze funding, in order to attract private sector investment to improve the education of children in Africa and the Middle East.

2. This letter will, upon your confirmation in the manner indicated below, constitute an agreement between UNICEF and the Contributor (the “Agreement” or the “Contribution Agreement”) with regard to the subject matter thereof. This Contribution Agreement sets out all terms, conditions, requirements, and obligations between UNICEF and the Contributor in connection with the Secretariat Account. This letter is the standard-form agreement for all contributions to the Secretariat Account. This letter replaces and supersedes any previous agreements between UNICEF and the Contributor with regard to the same subject matter.

The Secretariat

3. At the request of the founders of EOF, UNICEF hosts the Secretariat of the EOF and manages the funds contributed to EOF.

4. The 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.

5. Administrative support to the 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. The administrative support to the Secretariat (including the support referred to above) may be provided only by UNICEF. The premises for the Secretariat's offices will be arranged by UNICEF.

6. The activities of the Secretariat will be determined in accordance with an annual work plan and budget developed by the Director of the Secretariat and approved by the Executive Committee of EOF ("Executive Committee") following agreement with the UNICEF Comptroller that it complies with UNICEF's Financial Regulations, Rules, policies and procedures including those as to budgeting. Each such annual budget will include both the direct costs of the activities in the work plan as well as EOF'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 shall be agreed by the UNICEF Comptroller and approved by the Executive Committee no later than sixty (60) days prior to the beginning of the calendar year to which it relates. Prior to the establishing of the first annual work plan and budget, the activities of the Secretariat will be determined by the Director of the Secretariat and the budget for the Secretariat will be agreed between the Director of the Secretariat and the UNICEF Comptroller.

7. UNICEF and the Executive Committee will make arrangements and agreements with regard to the selection and appointment of the Director of the Secretariat. The personnel in the Secretariat will be selected and appointed by the Executive Director of UNICEF through standard UNICEF recruitment procedures (including those relating to secondments, where applicable and individual consultants) taking into account the recommendation of the Director of the Secretariat.

The Secretariat Account

The Account

8. UNICEF has established the Secretariat Account in order to receive, hold, administer, and disburse financial contributions that have been provided to fund the operations of the Secretariat (including payment for all personnel costs). It is understood that the operations of the Secretariat will also be funded from a "Secretariat operations" charge applied to contributions to the special account established by UNICEF to support the work of EOF.

Transfer of the Contribution

9. The Contribution will be paid in a single payment within ten (10) working days (in New York) of the effective date of this Contribution Agreement.¹

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

¹ **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 Contribution Agreement. The second and subsequent instalments will be paid on or before [dates].



11. When making the transfer, the Contributor will notify the UNICEF Global Shared Services Center by e-mail (gssccashier@unicef.org) of the following: (a) the amount transferred (b) the value date of the transfer; and (c) that the transfer is from the Contributor in accordance with this Contribution Agreement, for deposit in the Secretariat Account. 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.

Operation of the Secretariat Account

12. The Secretariat Account is established and administered in accordance with the Financial Regulations, Rules, procedures and administrative instructions of UNICEF including those relating to earning of interest and internal and external audit. The Secretariat Account will be conducted in US 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 Secretariat Account. The Contributor acknowledges that the Contribution will be co-mingled with other contributions to the Secretariat Account maintained by UNICEF and that it will not be separately identified or administered. The Secretariat Account will be subject exclusively to internal and external audit in accordance with the Regulations, Rules and procedures of UNICEF.

13. 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 Secretariat Account. Such fee will be allocated upon receipt of the Contribution and the balance will be deposited by UNICEF to the Secretariat Account.

Disbursements from the Account

14. UNICEF will make commitments of funds in the Secretariat Account and disbursements of funds from the Secretariat Account in accordance with written instructions from the Director of the Secretariat in such manner and format, and with such supporting documentation, as will be determined by UNICEF and the Director of the Secretariat. It is understood that the Director of the Secretariat will only request disbursements that are in accordance with a budget and projected cash flow needs of the Secretariat approved in writing by the Executive Committee. UNICEF will be entitled to treat all written instructions from the Director of the Secretariat as valid and authorized and to act accordingly without further

enquiry. UNICEF will disburse funds from the Secretariat Account without need for further notification to, or permission or direction from, the Contributor.

15. Commitments and disbursements will only be made to the extent there are sufficient uncommitted funds available in the Secretariat Account. The full amount required during the contractual term (plus termination indemnities and other ancillary costs) for staff and consultants in the Secretariat will be committed at the time such contracts are entered into.

16. Subject to the availability of funds, UNICEF will normally make a disbursement within seven (7) to ten (10) business days in New York, after receipt of a disbursement request.

Reports

17. UNICEF will maintain a separate ledger account in respect of the Secretariat Account and disbursement therefrom. All financial accounts and statements with respect to the Secretariat Account will be expressed in United States dollars.

18. UNICEF will provide the following reports with regard to the Secretariat Account:

(a) an annual certified annual financial report for each calendar year or part thereof during which UNICEF hosts the Secretariat, 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 (i) six (6) months after the final financial closing of the Secretariat Account (in the event the Secretariat Account is being transferred to another entity to provide the Secretariat); or (ii) six (6) months after reconciliation of all final financial reports from the Secretariat together with receipt of all amounts repayable to the Secretariat Account and final financial closing of the Secretariat Account (in the event the Secretariat Account is not being transferred to another entity to provide the Secretariat) as the case may be; and

(c) any internal or external audit reports of UNICEF that make reference to the Secretariat Account.

19. The reports referred to in paragraph 18 above will be provided to Contributors by delivering them to the Director of the Secretariat. UNICEF shall not be required to provide any other reports with regard to the Secretariat Account other than those referred to in paragraph 18 above. Reports on the activities of the Secretariat will be provided by the Director of the Secretariat to Executive Committee and will be made available to the Contributor.

Fraud or Diversion of Funds

20. If UNICEF receives an allegation of misuse of funds or of fraud within the Secretariat Account and determines that such allegation is credible enough to warrant an investigation, it will promptly notify the Contributor and the Executive Committee, 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 Executive Committee informed about the progress of the investigation. Promptly upon completion of the investigation, UNICEF will inform the Contributor and the Executive Committee about the results of the investigation. UNICEF will either (i) repay to the Account 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.

Term: Winding Up the Account

21. This Contribution Agreement will enter into force on the date of the confirmation written below. It will terminate on the termination and winding up of the Secretariat Account.

22. The Secretariat Account will be closed and wound up as of the date five (5) years after the day on which it is established or such other date as UNICEF and the Executive Committee may agree; provided however that UNICEF and the Executive Committee may each at any time give the other notice of intention to close and wind up the Secretariat Account whereupon the Secretariat Account will be closed and wound up six (6) months thereafter. Upon the closing of the Secretariat Account, UNICEF will take the necessary steps to ensure the orderly winding up of the Secretariat Account (including orderly termination of all financial obligations of the Secretariat including termination of staff contracts and other contractual obligations) and reconciliation of all financial matters relating to the Secretariat Account and its operation. Should there be any unallocated balance remaining in the Secretariat Account after all outstanding obligations are met and the final balance sheet determined, UNICEF will transfer that balance to the Contributors in their respective aliquot share of their contributions to the Secretariat Account and such transfer shall constitute full and final discharge of its obligations under this Contribution Agreement.

Other Matters

23. The Contributor shall not make any claim against UNICEF, its associated entities and UNICEF's and its associated entities' respective officials, directors, officers, employees, agents, contractors and licensees arising out of or related to the operation of the Secretariat or arising out of or related to funding transferred from the Secretariat Account by UNICEF in accordance with authorization from the Executive Committee. UNICEF shall be entitled to allocate directly from the Secretariat Account, amounts necessary to meet any and all claims, demands, causes of action, debt or liability, including reasonable attorneys' fees and expenses ("Claims and Losses") as determined by UNICEF. If the available balances in the Secretariat Account are less than the amounts necessary to meet Claims and Losses as determined by UNICEF, then UNICEF and the Executive Committee will consult and agree on arrangements for the necessary additional funding.

24. This Agreement sets out UNICEF's only duties and obligations towards the Contributor in connection with the receiving, holding, administering, disbursing and reporting of funds in the Secretariat Account and there are no other implied duties and obligations in that regard. Without in any way limiting the generality of the previous sentence, UNICEF shall have no duties, obligations or accountabilities under this Agreement in connection with funds transferred from the Secretariat Account.

25. The Contributor and UNICEF will resolve any dispute, controversy, or claim arising out of or relating to the Contribution Agreement, through amicable negotiation.

Education Outcomes Fund - Secretariat
UNICEF Standard Contribution Agreement

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

27. Notices will be deemed to be effective as follows: in the case of registered mail, seven (7) days; in the case of facsimiles, twenty-four (24) hours following confirmed transmission. Any notice, request or consent required or permitted to be given or made pursuant to this Contribution Agreement will be in writing, and addressed and sent by registered mail or facsimile 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
Fax: + 1 (212) 326-7004
Att: The Comptroller

(b) If to the Contributor:

[details]

28. UNICEF will provide a copy of this Contribution Agreement, when it has been fully executed, to the Director.

Sincerely,

Thomas Asare
Comptroller
United Nations Children's Fund

CONFIRMED AND AGREED:

By: [name etc. of contributor focal point]

Date: _____