

**PARTNERSHIP FRAMEWORK AGREEMENT**

**BETWEEN**

**THE FLEMISH GOVERNMENT (BELGIUM)**

**AND**

**THE UNITED NATIONS CHILDREN'S FUND**

**(UNICEF)**

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**The Flemish Government and the United Nations Children's Fund (UNICEF)** hereinafter jointly referred to as the "Parties",

**Considering** that the mandate of UNICEF is to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential, and considering that this corresponds with the development cooperation objectives and priorities of the Flemish Government,

**Considering** UNICEF's Medium-Term Strategic Plan (MTSP), presenting the organizational priorities and development goals, outcomes, indicators and strategies, and the rationale for their selection,

**Considering** UNICEF is a results-based organization that plans its country programme priorities, including special programmes and projects, in close cooperation with the host government and in close coordination with those of other UN funds and programmes,

**Considering** the vital role of UNICEF in achieving the Millennium Development Goals (MDGs) as set during the Millennium Summit in September 2000 by the General Assembly of the United Nations, as well as in the outcome documents of the 2005 and 2010 Summits on the MDGs,

**Considering** the importance the Flemish Government attaches to the development and care of children and the importance of that in achieving the Millennium Development Goals,

**Considering** the existing successful collaboration between the Flanders Government, in particular the Flemish International Cooperation Agency (FICA), and the Belgian National Committee for UNICEF,

**Considering** that they have decided to enter into this Partnership Framework Agreement (hereinafter referred to as this "Agreement") to strengthen their relationship and therefore provide a coherent, predictable, flexible and structured framework for collaboration between the Flemish Government and UNICEF, with an overall objective of supporting UNICEF and the realization of its mandate and activities.

**Now therefore** agree as follows:

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**Article 1**  
**Instruments and Forms of Collaboration**

1. The UNICEF Public Sector Resource Mobilization Office (PARMO) will be responsible for coordinating all activities under this Agreement and for facilitating communication between UNICEF and the Flemish Government. All notices and communications should be directed to the concerned Senior Adviser for Government Relations within PARMO.
2. The Flanders International Cooperation Agency of the Flemish Government (FICA) is responsible for coordinating all activities under this Agreement. All notices and communications should be directed to the Administrator General of FICA.
3. The Flemish Government hereby commits to providing a total contribution of EUR 3,000,000 for four years for UNICEF Regular Resources and UNICEF Other Resources for MTSP Thematic Areas, as per the payment schedule in Annex I.
4. For other contributions from the Flemish Government, particularly amounts less than EUR 500,000, UNICEF encourages funding to be directed to the Belgian National Committee for UNICEF.
5. The Flemish Government strives to establish formal coordination with UNICEF through existing structures with the Belgium Government.
6. In addition to the contributions referred to above, where UNICEF serves as Administrative Agent (hereinafter referred to as an "AA") for itself and other members of the United Nations Development Group (hereinafter referred to as the "UNDG"), the Flemish Government will consider making a contribution to the pooled fund administered by UNICEF as AA in this regard, dealt with hereafter in Article 7. It is understood that such funds are held by UNICEF in trust on behalf of the relevant members of the UNDG and are not a contribution to UNICEF income.

**Article 2**  
**Contribution to Regular Resources**

1. Regular Resources are essential for UNICEF to implement its Medium-Term Strategic Plan (MTSP). They afford visibility, neutrality and independence to UNICEF and enable the implementation of the projects or programmes supported by UNICEF. In

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order to be able to work in a coherent and predictable way to accomplish its mission and mandate, it is essential for UNICEF to achieve a critical level of Regular Resources.

2. The Flemish Government encourages the efforts of UNICEF to realize its multi-year results-oriented funding framework for its Regular Resources.
3. For the Flemish Government's contribution to UNICEF Regular Resources for the current year, the Flemish Government anticipates that this contribution will be at least at the same level as that of the previous year.
4. The payment of this contribution will be made in Euros in the first quarter of the year and will be made in one tranche together with contributions mentioned in Article 3.

### **Article 3**

#### **Contributions to Other Resources for MTSP Thematic Areas**

1. The Flemish Government, through an exchange of letters, support the thematic areas reflected in UNICEF's Medium-Term Strategic Plan (MTSP) with an annual contribution of Other Resources. The Flemish Government anticipates that this contribution should be at least at the same level as that of the previous year.
2. The thematic areas to be supported by the Flemish Government will be decided at the beginning of each new UNICEF MTSP cycle. For the current MTSP (2006-2013) the Flemish Government will focus on the following thematic areas: (i) UNICEF's work in HIV/AIDS and Children at the country level and (ii) UNICEF's work in Young Child Survival and Development at the country level. If the MTSP focus areas change after the end of the current cycle, UNICEF will advise the Flemish Government so that consultations can take place on any revisions to the Flanders priority focus areas.
3. The geographic scope assigned for the thematic contributions will be as per Annex I based on consultations with Flanders.
4. The Flemish Government commits to pay its contributions under this modality during the first semester of each year into the account as specified under Article 5. The contributions will be made together with the Regular Resources contribution mentioned under Article 2 in one payment per year in Euros. The contributions will be pooled, as appropriate, with other donors contributing towards the same theme and accepting the same conditions.

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5. The Flemish Government may decide, after consulting UNICEF, to change the list of thematic areas that it wishes to support.

#### **Article 4**

##### **Contributions to Other Resources for Particular Projects or Programmes**

1. In addition to contributions to Regular Resources and to Other Resources for MTSP thematic areas, the Flemish Government may consider making contributions to Other Resources for particular projects or programmes. Reference is made to Article 1.4.

2. The implementation of a project or programme for which the Flemish Government makes a contribution to Other Resources will be subject to receipt of these funds (or receipt of notification of disbursement to UNICEF, or remittance advice) in advance.

3. For each contribution under Article 4, a standard Project Obligation Form (POF) will be signed by FICA and UNICEF. The specific POF will refer to the rules and procedures accepted in the Agreement. A sample POF is attached to this Agreement as Annex II.

4. The information in the POF will be limited to the following: name and duration of the project or programme, contribution amount, schedule of payments, focal points for the project or programme and UNICEF bank account details.

5. The relevant project or programme documentation, including the programme budget, will be attached to the POF.

6. The project or programme for which the Flemish Government makes a contribution to Other Resources under this Article 4 will be implemented according to the relevant project or programme documentation, including the budget, attached to the POF. Subject to Article 6, paragraph 6 below, UNICEF shall not make any material modification to a project or programme document without prior written agreement from the Flemish Government.

7. UNICEF will promptly inform the Flemish Government of any condition, which interferes or threatens to interfere with the successful implementation of any project or programme for which the Flemish Government has made a contribution to Other Resources under this Article 4.

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8. A POF may be amended by mutual agreement of the Parties in writing.
9. A POF may be terminated by either Party upon ninety (90) days by written notice to the other Party. Notwithstanding the termination of a POF, UNICEF will continue to hold any unutilized contribution until all commitments to be funded by the contribution have been satisfied, not exceeding one year.

## **Article 5**

### **Financial Matters; Management of Contributions**

1. FICA will transfer each contribution under this Agreement and under any POF to UNICEF by wire transfer in Euros to the following bank account or such other bank account as UNICEF may nominate and notify FICA in writing.

<b><u>For payment in EUR</u></b>	<b><u>For payment in US Dollars</u></b>
UNICEF NY Cashier's Account No. 9 785 255 01 IBAN: DE84 5008 0000 0978 5255 01 Swift code: COBADEFFXXX at Commerzbank AG Business Banking Kaiserstrasse 30 60311 Frankfurt am Main Germany	UNICEF NY Cashier's Account No.1 Account No. 014-1-076224 Swift code: CHASUS 33 CHIPS ABA: 0002 UID 259366 Fed Wire: 0210 00021 at JP Morgan Chase Bank International Agencies Banking 1166 Avenue of the Americas, 17 <sup>th</sup> Floor New York, NY 10036-2708 USA

2. When making such transfers, FICA will notify UNICEF, by fax (212 326 7425) or by e-mail (cudfam@unicef.org), of the following: (i) the amount transferred; (ii) the value date of the transfer; (iii) that the transfer is from the Flemish Government pursuant to this Agreement or a specified POF, with full relevant details.
3. UNICEF shall acknowledge receipt of the contributions in writing.
4. The value of the contributions in US dollars will be determined by using the United Nations operational rate of exchange.
5. UNICEF shall record receipt of all Flemish Government contributions under Article 2, 3, and 4 above as income and shall administer the contributions and the

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activities financed therefrom in accordance with UNICEF's applicable rules, regulations, procedures and directives. UNICEF will ensure that the contributions are reported together with all other contributions to UNICEF resources.

6. Without limiting the generality of paragraph 5 above,

(a) UNICEF will be responsible for ensuring the effective and timely delivery of inputs and contributions to outcomes, except where UNICEF is designated as the Administrative Agent (AA).

(b) Funds made available by the Flemish Government shall be used exclusively for the purpose for which they are intended.

(c) UNICEF shall establish separate ledger accounting records for the contributions. Funds will be co-mingled if the contribution is pooled with other donors. In such cases, while the financial statements will show the individual donor contributions received, expenses will be consolidated.

(d) All financial reports and statements of account will be expressed in United States dollars.

(e) All contributions under Articles 3 and 4 will include the appropriate percentage of the budget approved by the UNICEF Executive Board for the recovery of indirect programme support costs. All contributions under Article 7 will include the appropriate amount for administration of such contributions.

(f) All funds received from the Flemish Government shall be subject exclusively to the internal and external auditing procedures provided for in UNICEF's Financial Rules and Regulations, and other applicable directives of UNICEF.

(g) Any identifiable interest accrued from temporary credit balances of contributions received under Article 3, 4 and 7 shall be used in accordance with UNICEF's Financial Rules and Regulations.

(h) Upon completion of a project or programme under Other Resources or Particular Projects/Programme funding for which Flemish Government has made a contribution under Article 4, any remaining unspent balance of ten thousand US dollars (US\$10,000) or less shall be applied toward the cost of implementing a

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similar project or programme, and any unspent balance above ten thousand US dollars (US\$10,000) may be utilized for similar purposes but with prior written consent from the Flemish Government.

(i) UNICEF is authorised to do a no-cost extension of not exceeding six months of any project or programme supported by the Flemish Government if it is deemed necessary. UNICEF will inform the Flemish Government of this extension. Any extension request beyond six months has to be approved in advance in writing by FICA.

(j) Procurement of goods, works or consultants shall be carried out in accordance with the financial rules, regulations and directives of UNICEF, including those relating to international competitive bidding where relevant.

(k) Ownership of equipment, supplies and other property financed from the contribution shall be vested in UNICEF and such equipment, supplies and other property shall be disposed of by UNICEF in accordance with its applicable regulations, rules, policies and procedures.

## **Article 6**

### **Reporting**

1. UNICEF's reporting obligations to the FICA will be as follows:

(a) **Regular Resources:** Consistent with the decisions of its Executive Board, UNICEF will provide a narrative annual report and financial statement which includes information on the use of the Regular Resources. The narrative annual report will show indicators of the effectiveness, efficiency, impact and sustainability of the UNICEF activities.

(b) **Other Resources Contributions for MTSP Thematic Areas:** UNICEF will provide annual reports on each MTSP thematic area for which the Flemish Government has made a contribution as per UNICEF format for thematic reporting. In the annual thematic reports the Flemish Government's contribution towards the MTSP thematic areas will be duly reflected and recognized as Flemish Government contributions.

(c) **Other Resources Contributions for particular Projects or Programmes:** UNICEF will provide to FICA an annual narrative progress report

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and annual interim statement of account in respect of each of these contributions, as well as a final statement of account within eighteen (18) months of the grant expiry date. For multi-year projects or programmes for which the Flemish Government has made such a contribution, a final narrative report will be provided no later than six (6) months after the grant expiry date of that project or programme, and a final statement of account will be provided within eighteen (18) months after the grant expiry date. The narrative reports will discuss the inputs, activities, outputs, outcomes, results and impact of the project or programme as appropriate. UNICEF agrees to keep the FICA informed of key issues, problems in each of these projects and programmes as they arise.

2. Beyond formal monitoring and reporting requirements, UNICEF agrees to keep FICA informed of key issues, problems in the MTSP thematic areas and in relevant projects or programmes as they may occur.

#### **Article 7**

##### **Special Provision relating to United Nations Development Group Joint Funding Mechanisms**

**Contributions to UNDG Pooled Funding Instruments.** Where the Flemish Government makes a contribution to a pooled fund administered by UNICEF as AA of a UNDG pass-through funding instrument, the Parties will sign the UNDG Standard Administrative Arrangement (SAA) and the relations between the Parties for that contribution, including administration of funds, accountability of the AA, and reporting, will be governed solely by that document.

#### **Article 8**

##### **General Provisions**

1. This Agreement shall enter into force upon signature by both parties.
2. Any dispute which may arise between the parties as to the interpretation, application or performance of this Agreement, including any POF entered into pursuant to this Agreement, shall be settled by negotiation.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Partnership Framework Agreement in two originals in the English language.

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**For the Flemish Government**

Signature: \_\_\_\_\_



Name: Koen Verlaeckaert

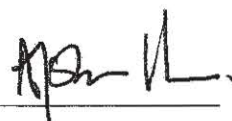
Title: Secretary General  
Flemish Department  
of Foreign Affairs

Date: 27 March 2012

Place: Brussels

**For the United Nations Children's Fund**

Signature: \_\_\_\_\_



Name: Afshan Khan

Title: Director  
Public-sector Alliances and Resource  
Mobilization Office (PARMO)

Date: 27 March 2012

Place: Brussels

## Annex I

### BUDGET / PAYMENT SCHEDULE

The Flemish Government contribution of EUR three (3) million will be paid from 2012 to 2015.

The annual breakdown between regular resource contributions and other resource contributions shall be paid as follows (in EUR):

Payment year	Thematic other resource contributions		Regular Resources contributions	Total <sup>1</sup>
	Young Child Survival and Development	HIV/AIDS and Children		
	South Africa	Malawi		
2012	250,000	250,000	250,000	750,000
2013	250,000	250,000	250,000	750,000
2014	250,000	250,000	250,000	750,000
2015	250,000	250,000	250,000	750,000
<b>Total:</b>	<b>2,000,000</b>		<b>1,000,000</b>	<b>3,000,000</b>

<sup>1</sup> Annual contributions under this Agreement will be made on one tranche in the first quarter of each year

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## Annex II

### *Model Project Obligation Form for Project / Programme contributions by the Flemish Government*

#### **PROGRAMME/PROJECT OBLIGATION FORM** *between* **The Flemish Government and The United Nations Children's Fund**

This Project Obligation is based on the Partnership Framework Agreement between the Flemish Government and UNICEF, signed on [date]. UNICEF will administer the Contribution in accordance with the provisions of the Partnership Framework Agreement, except as otherwise provided herein. The Contribution will be used exclusively for the following purposes as laid out in the attached programme/project document submitted to the Flemish Government by UNICEF.

Project title:

Duration:

Total budget:

Including recovery of:

Indirect programme costs of:

Payment shall be made to on of the following bank accounts in accordance with the following schedule:

	<u>Date payment due</u>	<u>Amount</u>
(i)	Upon signature of agreement	_____
(ii)	_____	_____
(iii)	_____	_____

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<b><u>For payment in EUR</u></b> UNICEF NY Cashier's Account No. 9 785 255 01 IBAN: DE84 5008 0000 0978 5255 01 Swift code: COBADEFFXXX at Commerzbank AG Business Banking Kaiserstrasse 30 60311 Frankfurt am Main Germany	<b><u>For payment in US Dollars</u></b> UNICEF NY Cashier's Account No.1 Account No. 014-1-076224 Swift code: CHASUS 33 CHIPS ABA: 0002 UID 259366 Fed Wire: 0210 00021 at JP Morgan Chase Bank International Agencies Banking 1166 Avenue of the Americas, 17 <sup>th</sup> Floor New York, NY 10036-2708 USA
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The Flemish Government will notify UNICEF Headquarters of the payment. Two originals of the text of this Arrangement, written in English language, have been signed by the Parties.

**For the Flemish Government**

**For the United Nations  
Children's Fund**

Signature: \_\_\_\_\_

Name:

Date:

Place:

Signature: \_\_\_\_\_

Name:

Date:

Place:

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