

UNICEF

NGA-2055
NGA-22/000118/11-22
Trygve Aurdal-VoldJrno
Jmr. 370/2022

SPECIFIC AGREEMENT

1. Name of Programme:	Safe, Inclusive Learning and Skills for All (SILSA) as described in the Programme Document dated 26 October 2022 (hereinafter the "Programme")																						
2. Agreement number	UN ref. no: _N/A, the Donor ref. no NGA-22/0001 NGA-2055																						
3. Agreement Start Date:	Upon entry into force in accordance with paragraph 24, below.																						
4. Support Period	From 1 December 2022 to 30 November 2025																						
5. Agreement End Date:	The Agreement shall expire on 30 November 2025 with the completion of the Programme. However, the obligations of the Parties under the Agreement will remain in force until all obligations arising from it have been fulfilled and all commitments and liabilities incurred in the implementation of the Programme have been met. The Recipient shall notify the Donor when all activities related to the Programme have been completed.																						
6. Donor:	The Norwegian Ministry of Foreign Affairs.																						
7. Recipient:	United Nations Children's Fund (UNICEF)																						
8. Contribution Currency/Amount:	Not exceeding NOK102,970,297 NOK1,029,703 Total amount not exceeding (contribution plus coordination levy) NOK: 104,000,000																						
8A: Coordination Levy of 1% as per 9a is applicable																							
9. Payment (to be made upon written payment request): <i>(Check one only.</i> <i>Each disbursement may only cover expenditures for a period of 12 months for grants from the Ministry of Foreign Affairs and NORAD but may only cover a period of 6 months from the Ministry of Climate and Environment.)</i>	<input checked="" type="checkbox"/> The Contribution will be transferred in accordance with the following indicative disbursement plan: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Tentative payment due date</th> <th>Currency/Amount</th> <th>1% Coordination levy</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>November 2022</td> <td>NOK 32,970,297</td> <td>1,029,703</td> </tr> <tr> <td>2.</td> <td>November 2023</td> <td>NOK 35,000,000</td> <td></td> </tr> <tr> <td>3.</td> <td>November 2024</td> <td>NOK 35,000,000</td> <td></td> </tr> <tr> <td></td> <td>Total</td> <td>102,970,297</td> <td>1,029,703</td> </tr> </tbody> </table> <input type="checkbox"/> The full amount of the Contribution will be transferred upon entry into force of this Agreement.				Tentative payment due date	Currency/Amount	1% Coordination levy	1.	November 2022	NOK 32,970,297	1,029,703	2.	November 2023	NOK 35,000,000		3.	November 2024	NOK 35,000,000			Total	102,970,297	1,029,703
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	Total	102,970,297	1,029,703																				
9.a. Coordination Levy: <i>(Only applicable to tight earmarked support, please</i>	Pursuant to paragraph 10(a) of United Nations General Assembly Resolution 72/279 of 31 May 2018, the Donor agrees that an amount corresponding to 1% of the contribution to the																						

<p><i>see the Operational Guidance for Implementing the Coordination Levy)</i></p>	<p>Recipient shall be paid to fund the United Nations Resident Coordinator System. This amount, hereinafter referred to as the “coordination levy” will be held in trust by the Recipient until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund for the reinvigorated Resident Coordinator system, which has been established to fund the UN Resident Coordinator System and is managed by the United Nations Secretariat.</p> <p>The Donor acknowledges that once the coordination levy has been transferred by the Recipient to the United Nations Secretariat, the Recipient is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies with the United Nations Secretariat as the manager of the Resident Coordinator system.</p> <p>The coordination levy does not form part of the Recipient’s cost recovery and is additional to the costs of the Recipient to implement the activity or activities covered by the contribution. Accordingly, there is no normal obligation for the Recipient to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by the Recipient. As deemed necessary by the Donor – and especially where the scale of the resources concerned or reputational risk justify the refund transaction costs – the donor can submit a request for refund to the United Nations Secretariat directly or through the Recipient. The responsibility to refund the levy lies with the United Nations Secretariat, and not with the Recipient.</p> <p>The coordination levy for this agreement is up to NOK1,029,703. The tentative payment schedule, refer to article 9, provides the breakdown of the disbursements of the coordination levy and the payments of the contribution.</p>
<p>10. UNICEF Bank Account:</p>	<p>Bank name: Nordea Norge Bank ASA, International Accounts Bank address: P.O. Box 1166 Sentrum, N-0107 Oslo, Norway Account title: UNICEF NY Treasury Account No.: 6005 07 33 478 IBAN/SWIFT: NO53 6005 0733 478/NDEANOKK</p>
<p>11. Recovery Rate for Indirect Costs: (enter Executive Board decision authorizing recovery rate)</p>	<p>8 % of the Contribution charged on the basis of the total expenses incurred from the Contribution.</p>
<p>12. Programme/Project Description and Budget</p>	<p>The Programme description and budget are included in Annex I.</p>
<p>13. Remittance Advice to be sent to:</p>	<p>gssccashier@unicef.org; cudfam@unicef.org; tnyhq-dfam@unicef.org</p>

14. Confirmation of Remittance Receipt to be sent to:	emb@abuja.no
15. Consultations:	<p><input checked="" type="checkbox"/> Annual, tentatively in month of March. <input type="checkbox"/> Other: <i>[pls specify]</i></p> <p>Unless otherwise agreed, the Recipient shall convene and chair the consultations. The Recipient shall draft agreed minutes of the meeting and submit these within 3 weeks to the Donor for comments and approval. Each Party shall bear their own costs for participating in such consultations.</p> <p>The purpose of these consultations is to:</p> <ol style="list-style-type: none"> review the progress of the Programme discuss possible revisions of plans and budgets discuss issues of special concern for the implementation of the Programme. <p>The documents specified in the Framework Agreement (hereinafter the Framework Agreement) Articles V, VI and VII shall form the basis for the Annual Consultations. Tentative reporting timeline is as follows:</p> <ul style="list-style-type: none"> Annual report year 1 covering December 2022 through December 2023 and submitted by February 2024. Annual report year 2 covering January to December 2024 and submitted February 2025. Final report covering the whole support period, including year 3 annex covering January to November 2025, submitted by February 28, 2026.
16. Additional reporting:	Not applicable
17. Contact Persons:	<p>(a) <u>For the Donor:</u> Name: Trygve Aurdal-Vold Title: First Secretary Email: Trygve.Aurdal-Vold@mfa.no Telephone: +2348025366182</p> <p>(b) <u>For the Recipient:</u> Name: Faisal Yousef Title: Senior Advisor, PPD Email: fyousef@unicef.org Telephone: + 19173923641</p>
18. Annexes:	Annex I: Programme description, including Results Framework, Budget; and Description of Risk Management.

Annex II: Copy of the Framework Agreement.	
19. The Donor agrees to make the Contribution to the Recipient (together with the Donor referred to as the “Parties”), in accordance with the terms of this Specific Agreement and the Framework Agreement for the Programme activities as specified in the Programme description document.	
20. In the event that the Contribution is disbursed by the Donor subject to a tentative payment schedule as set out paragraph 9 above, the Parties agree that such schedule shall be subject to the principle that payments must be received by the Recipient in advance of any implementation of Programme activities. The tentative payment schedule may be amended as agreed between the Parties in writing, to ensure that it remains consistent with the progress of the Programme. If payments are not received in accordance with the payment schedule, the Recipient reserves the right to reduce, suspend or discontinue the Programme.	
21. This Specific Agreement constitutes an agreement supplementary to the Framework Agreement between the Parties. The terms of the Framework Agreement constitutes an integral part of this Specific Agreement.	
22. This Specific Agreement may be modified by written agreement between the Parties. It may be terminated by mutual agreement of the Parties or by one Party providing to the other Party a written notice of termination of not less than 30 calendar days. Upon receipt by one Party of the other Party’s written notice of termination, the Parties will take all reasonable and necessary measures to conclude the implementation of the Programme and complete their activities in an orderly manner. The Recipient may apply any unutilized portion of the Contribution up to the date of termination to permit the orderly conclusion of the Programme, including the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties, and the settlement of contractual commitments or liabilities relating to or in connection with the Programme, including in respect of any implementing partners, contractors, subcontractors, consultants or suppliers.	
23. Any unspent funds that according to the Framework Agreement shall be repaid to the Donor, shall be marked: “Unused funds from: (specify agreement number), (specify agreement name), and repaid to the following bank account: Name of the account: The Ministry of Foreign Affairs, DNB NOR ASA, 0021 OSLO; Norway Account no.: 7694 05 12618 Swift/BIC code: DNBANOKK The Recipient shall inform the Donor when a repayment is made via e-mail message with remittance information to emb.abuja@mfa.no stating the agreement number.	
24. This Specific Agreement will enter into force on the date it is signed for and on behalf of both Parties.	
25. In witness whereof, the undersigned, acting on behalf of their respective Parties, have signed the present Agreement in the English language in two copies.	
FOR THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS: Signature: <u>Kt Eiliv Lein</u> Title: Knut Eiliv Lein/Ambassador Date: <u>18/11-2022</u>	FOR THE UNITED NATIONS CHILDREN’S FUND (UNICEF): Signature: <u>[Signature]</u> Title: Cristian Munduate/Representative Date: <u>18 Nov 2022</u>

FRAMEWORK AGREEMENT IN THE
FIELD OF DEVELOPMENT
COOPERATION

BETWEEN

THE GOVERNMENT OF NORWAY

AND

THE UNITED NATIONS
CHILDREN'S FUND

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The Government of Norway (hereinafter referred to as "Norway") and the United Nations Children's Fund (hereinafter referred to as "UNICEF" and together with Norway hereinafter referred to as the "Parties"), desiring to further strengthen their cooperation for the purpose of implementing activities which are consistent with and supportive of UNICEF's mandate and Strategic Plan, including the organisation-wide results framework, hereby agree as follows:

ARTICLE I

Scope and Objectives

1. This Framework Agreement in the Field of Development Cooperation (hereinafter this "Framework Agreement") covers non-core contributions, as described in Article II, from the Norwegian Ministry of Foreign Affairs (hereinafter referred to as the "Ministry") and from the Norwegian Agency for Development Cooperation (hereinafter referred to as "Norad") to UNICEF, setting forth the general terms and conditions for such support. Contributions to UNICEF's regular resources do not fall within the scope of this Framework Agreement. This Framework Agreement shall replace the previous Framework Agreement in the field of Development Cooperation between Norway and UNICEF, dated 12 December 2003.
2. Programme activities under this Framework Agreement shall be selected, designed and implemented consistent with the strategic plan approved by UNICEF's Executive Board as well as the relevant policies, procedures and guidelines of UNICEF. Thematic support (Type A, below) and other multi-donor support (Type B, below) shall constitute preferred modalities for support by Norway to UNICEF.
3. Programme activities to be implemented in accordance with the terms of this Framework Agreement through non-core contributions, in accordance with the directives outlined by UNICEF's Executive Board, shall be:
 - A: Thematic support at global, regional or country level ("Type A: support").
 - B: Earmarked contributions to programmes/projects funded by Norway together with other donors, *e.g.* through pooled funding ("Type B: support").
 - C: Earmarked contributions to programmes/projects funded by Norway as a single donor ("Type C: support").
4. For each contribution, the Parties will conclude a separate, supplementary agreement as follows:

- (a) for Type A: thematic support at the global level, the Parties will in each case conclude a Programme Cooperation Agreement (“PCA”);
 - (b) for Type A: support at the regional and country level, for Type B: support, and for Type C: support, the Parties will in each case conclude a specific contribution agreement (“specific agreement”) in such form and format as may from time to time be agreed between the Parties, setting forth the specific terms and conditions that shall apply to the contribution.
 - (c) A PCA may also include global “Type B: support” and “Type C: support”.
5. The Parties shall strive to ensure that there are no discrepancies or inconsistencies between this Framework Agreement and the PCA or the specific agreement. In exceptional cases the Parties may agree to deviate from specific clauses in the Framework Agreement, in which case the relevant PCA or specific agreement shall prevail. Should such deviation not be expressly agreed, the Parties shall in good faith consult, and if necessary make the required amendment to the PCA/specific agreement to align it with the Framework.
 6. The overall objective of this Framework Agreement is to support the realization of international development goals in developing countries through the work of UNICEF and based on the guidance provided in the Quadrennial Comprehensive Policy Review (“QCPR”). A specific results framework will be included in each PCA or the specific agreement.
 7. UNICEF shall receive and administer support under this Framework Agreement in accordance with UNICEF’s Financial Regulations and Rules, applicable resolutions of the General Assembly and decisions of UNICEF’s Executive Board.

ARTICLE II

Contribution

1. Norway shall, subject to Parliamentary appropriations, and on the terms and procedures set out or referred to herein and in the relevant PCA or the specific agreement, make available financial contributions to be used exclusively to finance the activities described in or referred to in the relevant PCA or the specific agreement.

Based on proposals from UNICEF, Norway shall, in the PCA also include the distribution among result areas in the Strategic Plan.

2. Contributions will cover the direct as well as indirect costs of the programme activities concerned. “Direct costs” means all costs that are incurred for, and which can be traced in full to, the programme, including the cost of staff, other

personnel, contractors, implementing partners, supplies and equipment, premises, travel and any other input to implement the programme. "Indirect costs" means the costs incurred by UNICEF as a function of and in support of the programme, which cannot be traced unequivocally to the programme. The indirect cost recovery rate will be the rate authorized by UNICEF's Executive Board and will be reflected in the PCA or specific agreement, and in the financial statements for Type B and C support. For Type A support the indirect cost recovery rate shall be provided in an accompanying note to the financial statements.

3. Disbursement of the contributions will be undertaken upon written requests from UNICEF. Disbursements shall take place annually or more frequently, in line with the indicative disbursement plan of the activities made in the PCA or specific agreement. Disbursements shall take into account that payment shall be made in advance of the implementation of planned activities and be based on the documented financial need.

Disbursements shall further be made in accordance with the following terms:

- A: for Type A: support, contributions shall be disbursed to UNICEF's general account as specified in the PCA or specific agreement upon request from UNICEF and receipt and assessment of relevant reports as referred to in Articles V, Clause 4 and VI, Clause 1 (a).
 - B: for Type B: support, contributions shall be disbursed to UNICEF's general account as specified in the PCA or specific agreement upon request from UNICEF and receipt and assessment of relevant reports by Norway, as referred to in Articles V, Clause 5, and VI, Clause 1, (a).
 - C: for Type C: support, contributions shall be disbursed to UNICEF's general account as specified in the PCA or specific agreement upon request from UNICEF and receipt and assessment of relevant reports by Norway, as referred to in Articles V, Clause 6, and VI, Clause 1, (a).
4. Norway's contributions shall be made and transferred in Norwegian Kroner (NOK). Norway shall inform UNICEF of any disbursement without delay, in such manner as stipulated in the PCA or specific agreement. UNICEF shall acknowledge in writing receipt of contributions in Norwegian Kroner as well as the equivalent amount in US dollars at the United Nations operational rate of exchange applicable on the date of each transaction.
 5. UNICEF shall administer and account for the funds in accordance with its Financial Regulations and Rules. All financial commitments and expenditure incurred by UNICEF with respect to activities financed under this Framework Agreement shall be expressed in US dollars at the United Nations operational rate of exchange applicable on the date of each transaction.

6. The Parties agree that interest resulting from any contribution hereunder shall be retained by UNICEF and form part of its regular resources, as provided under UNICEF's Financial Regulations and Rules.
7. Any unspent balance of the total contribution under any PCA or specific agreement that remains after the financial closing of the relevant programme not exceeding NOK 500 (Norwegian Kroner five hundred) shall be credited to UNICEF's regular resources. Any balance exceeding that amount shall be returned to Norway, net of all fees and charges.

ARTICLE III Programming of Funds

1. Contributions to activities under Article I, Clause 3, A shall be allocated on the basis of the organisation-wide, regional or country-specific framework, as applicable.
2. Contributions to activities under Article I, Clause 3, B or C shall be allocated on the basis of programme documentation submitted by UNICEF.
3. The programme documentation shall contain a results framework and an accompanying description of risk management. UNICEF shall prepare results-based work plans and results and cost-based budgets. The work plans and budgets shall be subject to consultations with Norway as specified in the PCA or specific agreement. For global Type A: support the work plan shall consist of the organisation-wide result framework.
4. Activities at country level shall, unless otherwise agreed, be in line with national priorities and plans as reflected in the United Nations Development Assistance Framework or other relevant framework. The Parties agree that the programme country government should, whenever relevant, include any transfer of cash by UNICEF to the government, which is financed from contributions made hereunder, in its national budget.
5. To maximize the development effectiveness of activities to be financed under the Framework Agreement, UNICEF shall continue to participate in joint analysis and reviews undertaken by the UN Country Team, and continue to pursue collaboration and partnerships with relevant development partners, regardless of the source of funding.

ARTICLE IV
Monitoring Review and Evaluation

1. Norway and UNICEF shall promptly inform each other about any circumstances which may interfere or threaten to interfere with the successful implementation of any activity financed in full or in part by Norway.
2. UNICEF shall be responsible for the monitoring and regular review of activities carried out under this Framework Agreement. For activities under Article I, Clause 3, B and C above, the cost of monitoring and review shall constitute a direct cost to the programme and, therefore, will be paid from the relevant contribution.
3. The evaluation of programmes hereunder shall be subject to the provisions of UNICEF's Evaluation Policy as from time to time approved or amended by UNICEF's Executive Board.
4. Final evaluation reports and management responses are publicly disclosed in line with UNICEF's evaluation policy.
5. UNICEF shall each year, in connection with the annual consultations referred to in Article XIII below, inform Norway about the schedule for reviews and evaluations planned for the following twelve (12) months.
6. Terms of reference for reviews for activities under Article I, Clause 3, B and C shall be forwarded to Norway at least four (4) weeks in advance of the scheduled review for comments. Norway may be invited to participate in the review of activities in question.
7. UNICEF shall forward without undue delay to Norway any review and/or evaluation report pertaining to activities funded under the Framework Agreement, or inform Norway that such report is available at UNICEF's website.
8. Norway may, separately or jointly with other partners, take the initiative to evaluate or review its cooperation with UNICEF under this Framework Agreement, with a view to determining whether results are being or have been achieved and whether contributions have been used for their intended purposes. UNICEF shall be informed about such initiatives and may be invited to join. UNICEF shall upon request assist in providing relevant information within the limits of its regulations and rules. All major costs shall be borne by Norway, unless otherwise agreed. It is understood by the Parties that such evaluation or review shall not constitute a financial, compliance or other audit of the programme.

ARTICLE V
Progress Reporting on Results and Finances

1. UNICEF shall prepare progress reporting on results and finances. The reporting shall cover the entire activity, not only the Norwegian contribution and display status compared to the previous period.
2. Progress reporting on results shall:
 - compare actual outputs with planned outputs and analyse how these outputs contribute to expected outcomes of the programme activities,
 - include information on how financial resources have been distributed among the outcomes and outputs achieved, based on the format of UNICEF's organization-wide regional or country specific or project/programme specific results framework, as applicable,
 - explain major deviations from plans and problems encountered,
 - include a brief account of materialised internal and external risk factors to the programme and how these have been handled, and
 - include other information, as relevant, related to the successful implementation of the activities.
3. Provisional progress reporting on finances shall include:
 - For Type A support: Information on allocations from regular resources and all other revenues in the form of other resources and an overview of the amount received in thematic funding per donor. The indirect cost rate shall be provided in an accompanying note to the financial statements.
 - For Type B support: Information on income from all donors and actual expenditure including the total amount of cost recovery for the previous calendar year comparable to the approved cost-based budget for such previous period.
 - For Type C support: Information on the amounts received from the contribution and actual expenditure including the total amount of cost recovery for the previous calendar year compared to the approved cost-based budget for such previous period.
4. For activities under Article I, Clause 3, A above, UNICEF shall provide the above specified information in the annual thematic reports prepared at the appropriate level.
5. For multi-donor activities under Article I, Clause 3, B above, UNICEF shall provide the above specified information in common annual reports prepared at the appropriate level.

6. For single-donor activities under Article I, Clause 3, C above, UNICEF shall provide the above specified information in an annual report one (1) month before the annual consultation, or if such meeting is not held, by 30 June each calendar year.
7. For activities under Article I, Clause 3, B and C above, UNICEF shall prepare a final report not later than six (6) months after programme completion or termination of the specific agreement. The final report shall give a summary of actual outputs compared to planned outputs for the entire period and analyse how these outputs contribute to the outcomes and impact of the programme and reporting on finances as referred to in Clause 3 above.
8. Norway understands that any financial reporting hereunder is not derived from the audited financial statements of UNICEF and is not certified, in contrast to reporting delivered in accordance with Article VI.
9. Norway may request additional information at any time. Such information shall be provided in a timely manner, and to the extent possible within thirty (30) days of the request.

ARTICLE VI **Certified Financial Statements**

1. For all Norwegian contributions under this Framework Agreement UNICEF will submit to Norway:
 - (a) One annual financial statement with regard to the contribution certified by an authorized official of UNICEF as of 31 December of the year in question, to be submitted no later than 30 June of the following year;
 - (b) For Type B and Type C support; One final financial statement certified by an authorized official of UNICEF to be submitted no later than 30 June of the year following the financial closure of the programme.
2. All statements referred to under this Article will be expressed in United States Dollars. In the event that other donors contributed to the programme (e.g. in the case of Type B: support), the statements will be consolidated, specifying the contribution from each donor.

ARTICLE VII Audit

External and Internal Audit of UNICEF

1. UNICEF's financial books and records are routinely audited in accordance with the external and internal auditing procedures established in UNICEF's Financial Regulations and Rules. Accordingly, any part of the contribution transferred hereunder shall be subject exclusively to the provisions on external and internal audit provided for in UNICEF's Financial Regulations and Rules, as well as its financial policies and procedures.

Audit of Implementing Partners

2. UNICEF's legal agreements with host government and civil society implementing partners provide assurances relating to the expenditure of funds transferred to them by UNICEF, which include independent audits of the host government and civil society implementing partners. Accordingly, any part of the contribution transferred by UNICEF to the host government and civil society implementing partner will be subject exclusively to UNICEF's Financial Regulations and Rules, as well as its financial policies and procedures.

Disclosure of External Audit Reports

3. External audit reports prepared by the United Nations Board of Auditors on the audit of the financial statements of UNICEF are disclosed as follows:
 - (a) Become public documents by reason of being transmitted through the Advisory Committee on Administrative and Budgetary Questions to the United Nations General Assembly.
 - (b) Publicly disclosed by the United Nations Board of Auditors at <http://www.un.org/en/auditors/board/reports.shtml>, or at such other URL as the Board of Auditors may from time to time decide or at the website of UNICEF's Executive Board.

Disclosure of Internal Audit Reports

4. Unless the Executive Board otherwise decides, reports of internal audits are publicly disclosed by the UNICEF's Director, Office of Internal Audit and Investigation in accordance with the decisions of UNICEF's Executive Board and UNICEF's protocols, subject to the limitations contained in the relevant decisions of the Executive Board.

5. Disclosure of Audit Reports concerning Implementing Partners

- (a) Upon request, UNICEF shall provide Norway with summaries of available audit reports that cover programmes implemented by implementing partners in receipt of funding from Norway under this Framework Agreement. Audit reports constituting allegations of prohibited conduct as defined in Article XIV, below, will not be provided as summaries under this Article VII, Clause 5 (a) but dealt with in accordance with Article XIV, Clause 5.
- (b) Norway may on a case-by-case basis request that UNICEF provides access to audit reports provided to UNICEF as part of the assurances activities of host government or civil society implementing partners, and UNICEF may agree to make such information available subject to such procedures as UNICEF may establish in each case, it being understood that disclosure as provided in this Clause 5 (b) shall be contingent upon UNICEF's having obtained written consent to such disclosure from the host government or civil society implementing partner, as the case may be.

Additional Requests

6. Norway may reasonably request additional explanations or consultations at any time. Additional explanations shall be provided in a timely manner and, to the extent possible, within 30 days of the request, subject to UNICEF's regulations, rules, policies and procedures including but not limited to UNICEF's policy on information disclosure and policy on fraud and corruption, and relevant provisions of this Agreement.

ARTICLE VIII
Procurement

In implementing the activities financed under this Framework Agreement, UNICEF shall effect all procurement of goods and services in accordance with UNICEF's regulations, rules, policies and procedures relating to procurement. UNICEF shall engage in international, competitive bidding as its preferred procurement method and make reasonable efforts to encourage the participation of local suppliers in the relevant developing countries when procuring goods and services.

ARTICLE IX
Conflicts of Interest

1. The Parties agree that it is important to take all necessary precautions to avoid conflicts of interest and corrupt practices. To this end, UNICEF shall continue to

maintain standards of conduct that govern the performance of its staff, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, UNICEF's Financial Regulations and Rules, and UNICEF's procurement procedures.

2. In accordance with United Nations Staff Regulation 1.2, a conflict of interest occurs when, by act or omission, a staff member's personal interests interfere with the performance of his or her official duties and responsibilities or with the integrity, independence and impartiality required by the staff member's status as an international civil servant. When an actual or possible conflict of interest does arise, the conflict shall be disclosed by staff members to their head of office, mitigated by the Organization and resolved in favor of the interests of the Organization.

ARTICLE X Recognition

UNICEF shall make every effort to ensure that publications and communications hereunder, or press releases or other information material issued by UNICEF with respect to any activity financed under the Framework Agreement, shall clearly indicate that the activities in question have received funding from Norway, in all cases subject to security and safety considerations of UNICEF.

ARTICLE XI Property and Equipment

The ownership of assets paid for in whole or in part from the contributions under this Agreement shall be determined by reference to UNICEF's regulations, rules, policies and procedures. The transfer of ownership of such assets by UNICEF shall also be done in accordance with UNICEF's regulations, rules, policies and procedures, and, as applicable, in accordance with UNICEF's agreements concluded with the relevant host Government and any implementing partners.

ARTICLE XII Public Access to Intellectual Property

1. Unless otherwise provided for in UNICEF's regulations, rules, policies and procedures or UNICEF's agreements concluded with the relevant host Government and/or any implementing partners, intellectual property produced as a result of activities financed in whole or (without prejudice to other funding arrangements) in part from contributions under this Framework Agreement, shall be managed in a way that maximizes their public accessibility and allows the broadest possible use.

Published reports produced as a result of activities financed in whole or in part from contributions under this Framework Agreement shall, as far as possible and appropriate, be placed in the public domain for non-commercial use.

2. Transfer of ownership of such intellectual property by UNICEF shall be done in accordance with UNICEF's regulations, rules, policies and procedures, and, as applicable, in accordance with UNICEF's agreements concluded with the relevant host Government and any implementing partners also in the spirit of securing them as a common global good.

ARTICLE XIII **Annual Consultations**

1. For support governed by a PCA, UNICEF and Norway shall hold annual consultations. Unless otherwise agreed, UNICEF shall convene and chair the consultations, which shall be held at a mutually agreed date and place. UNICEF shall draft agreed minutes of the meeting and submit these within three weeks to Norway for comments and approval. Each Party shall bear their own costs for participating in such consultations.
2. The consultations shall deal with the following issues:
 - i) exchange of views on major strategic issues;
 - ii) review of results of the activities implemented during the previous year, progress and challenges in ongoing activities, as well as the financial situation; and
 - iii) review of relevant evaluations.
3. For Type A, B, and C support not covered by a PCA, consultations will be specified in the specific agreement.

ARTICLE XIV **Financial irregularities**

1. The Parties have a zero tolerance for fraud, corruption and any other financial irregularities. The zero tolerance policy applies to all staff members, consultants and other-individual independent contractors, institutional contractors, implementing partners and beneficiaries of the grant funds.

Prevention of prohibited conduct:

2. UNICEF will continue to maintain appropriate standards that govern the conduct of its staff, including the prohibition of corrupt, fraudulent, collusive, coercive and obstructive practices, in connection with the award and administration of contracts and benefits, as set forth in the United Nations Staff Regulations and Rules, UNICEF's Financial Regulations and Rules, and UNICEF's procurement procedures.
3. The Parties are firmly committed to ensuring that all necessary precautions are taken to avoid and address corrupt, fraudulent, collusive, coercive and obstructive practices (also referred to in this article as "prohibited conduct").
4. For purposes of this article, the following definitions shall apply:
 - (a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;
 - (b) "fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
 - (c) "collusive practices" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party levels;
 - (d) "coercive practices" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (e) "obstructive practices" means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede UNICEF's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of UNICEF's contractual rights of audit or access to information.

Action regarding allegations of prohibited conduct:

5. In respect of credible allegations of corrupt, fraudulent, collusive, coercive or obstructive practices, the Director, Office of Internal Audit and Investigation, will take timely action as he or she determines to be appropriate:

- (a) Where such action involves the conduct of an investigation, such investigation will be conducted by the Director, Office of Internal Audit and Investigation, or his or her designees, in accordance with UNICEF's regulations, rules, policies and procedures, and the relevant resolutions or decisions of the General Assembly and the decisions of UNICEF's Executive Board;
- (b) Where such action involves the conduct of an audit, the relevant terms of Article VII will apply.

Cooperation with regard to Information concerning prohibited conduct:

- 6. Norway agrees to bring credible allegations of corrupt, fraudulent, collusive, coercive or obstructive practices or any other financial irregularities in relation to a contribution hereunder, of which Norway has been informed or has otherwise become aware, promptly to the attention of the UNICEF Legal Adviser, Office of the Executive Director. UNICEF agrees that the UNICEF Legal Adviser, Office of the Executive Director, shall bring credible allegations of corrupt, fraudulent, collusive, coercive or obstructive practices or any other financial irregularities in relation to the Contribution, of which the UNICEF Legal Adviser, Office of the Executive Director has been informed or has otherwise become aware, and which, following consideration by the Director, Office of Internal Audit and Investigation, in his or her view merit the conduct of an investigation, promptly to the attention of Director of the Foreign Service Control Unit, Ministry of Foreign Affairs of Norway, provided however that such notification will not, in the opinion of the Director, Office of Internal Audit and Investigation, jeopardize the proper conduct of the investigation into such allegations or the due process rights of the individuals involved. UNICEF shall keep the Foreign Service Control Unit informed of the progress and outcome of investigations concerning prohibited conduct, action taken and application of sanctions, including where relevant, details of any recovery of funds.
- 7. As it deems appropriate, UNICEF will suspend payments to operations or relevant parts of operations affected by credible allegations of corrupt, fraudulent, collusive, coercive or obstructive practices or any other financial irregularities, until the case has been adequately reviewed.
- 8. Where an investigation has concluded that misconduct has occurred, UNICEF will:
 - (a) Use reasonable efforts to recover any part of the contributions, which UNICEF has established on the basis of the investigation as having been lost as a result of prohibited conduct;

- (b) In connection with sub-clause (a) of this Clause 8, in consultation with the United Nations Office of Legal Affairs, give proper consideration to referring the matter to the appropriate member state authorities;
 - (c) Arrange repayment to Norway in accordance with Article XV, Clause 3.
9. In the event that Norway reasonably believes that timely and appropriate action has not been taken, it may request direct consultations at a senior level between Norway and UNICEF in order to obtain assurance that UNICEF's oversight and accountability mechanisms have been or are being fully applied in connection with such allegations.
10. Any information provided to Norway in relation to any matters arising under this Article XIV shall be treated by Norway as strictly confidential.

ARTICLE XV Reservations

1. Norway reserves the right to withhold disbursement of a contribution in full or in part to any programme activity:
- if the programme is affected by credible allegations of corrupt, fraudulent, collusive, coercive or obstructive practices;
 - if obligations under this Framework Agreement and/or the respective PCA or specific agreement are not met;
 - if substantial deviations from agreed plans and budgets have occurred, while giving due consideration to complex development, operational or security situations.
2. Before withholding any disbursements as provided for in Article XV, Clause 1 above, the Parties shall consult with a view to reaching a solution on the matter. It is understood that in such an event, UNICEF may reduce, suspend or terminate the programme activities.
3. In the event that any part of the contribution is determined by UNICEF to have been lost due to fraud or corruption or any other financial irregularities, such loss will be dealt with in accordance with the applicable Financial Regulations and Rules, policies and procedures of UNICEF. Further, in respect of such amount which UNICEF has been able to recover regarding programmes, projects or activities, such amount will be returned to the programme, project or activities for which the contribution was intended, and where the programme, project or activities for which the contribution was intended has or have been concluded or terminated, the Parties shall consult to decide whether the amount shall be re-programmed at Norway's instructions or returned to Norway at such bank account

as determined by Norway, on a *pro rata* basis as applicable. In respect of such amount that has not been recovered, UNICEF shall do its utmost to maintain its efforts to recover such funds. UNICEF agrees to continue consultations with Norway and members of the Executive Board, with a view of determining a mutually agreeable solution, including the return of such funds, and in the interim, agrees to discuss such issues on a case by case basis.

ARTICLE XVI Final Provisions

1. This Framework Agreement shall enter into force upon signature by both Parties.
2. This Framework Agreement may be amended through an addendum between the Parties, following appropriate consultations.
3. This Framework Agreement shall remain in force unless terminated by mutual agreement, or by one Party providing to the other Party a written notice of termination of not less than 90 calendar days. Upon termination of this Framework Agreement, and unless otherwise mutually agreed by the Parties, the Framework Agreement shall remain in force with respect to any PCA or specific agreements entered into prior to the termination of the Framework Agreement as long as any of these agreements are in force.
4. Any dispute, which may arise between the Parties as to the interpretation, application or performance related to this Framework Agreement or any PCA or specific agreement under this Framework Agreement, shall be settled by negotiation.
5. Nothing in the present Framework Agreement shall be understood as a waiver of the privileges and immunities of the United Nations and its subsidiary bodies, including UNICEF.

IN WITNESS WHEREOF the undersigned, acting on behalf of their respective Parties, have signed the Framework Agreement in two originals in the English language.

Done in Oslo the 13 day of November of 2015

Tom Skjaper

For the Government of Norway

For the United Nations Children's Fund