



## **S P E C I F I C   A G R E E M E N T**

**BETWEEN**

**THE GOVERNEMENT OF BELGIUM**

**AND**

**UNITED NATIONS CHILDREN'S FUND**



## **SPECIFIC AGREEMENT**

**Between:** the Government of Belgium, represented by its Federal Public Service of Foreign Affairs – Directorate-General for Development Cooperation (DGD)

**And:** the United Nations Children’s Fund, UNICEF

hereinafter referred to as the “Parties”.

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### **1. Accordance with the Framework Arrangement**

All the provisions applicable to earmarked contributions to specific UNICEF programs/project proposals of the Framework Arrangement signed between UNICEF and the Government of Belgium on September 23<sup>rd</sup> 2016, apply to the present Specific Agreement.

### **2. Contribution**

#### **2.1 Maximum contribution**

The Government of Belgium will make available an amount of maximum **1.000.000 EUR (one million EUR)** for the implementation of the UNICEF Child Protection Program through the Proposal “Assist children affected by conflicts with temporary care and support to their reintegration” hereinafter referred to as the “contribution” as detailed in the document of project proposal.

#### **2.2 Payment**

The Contribution will be transferred to UNICEF’s bank account:

Bank : Commerzbank AG  
Business Banking  
Kaiserstrasse 30  
D-60311 Frankfurt am Main  
Germany  
Account: UNICEF NY Cashiers  
Account number: 9 785 255 01  
Code SWIFT: COBADEFFXXX  
IBAN: DE84 5008 0000 0978 5255 01

#### **2.3 Installments**

The Contribution will be paid in one installment of 1.000.000 EUR upon receipt of UNICEF’s countersignature of this Specific Agreement and upon receipt of a payment request stating the amount to be paid and the bank account references.

#### **2.4 Payment procedure**

When making the transfer, the Government of Belgium will follow the procedure provided for by paragraph 6.1 of the Framework Arrangement. UNICEF will acknowledge receipt, in writing, of the received payment, in accordance with paragraph 6.2 of the Framework Arrangement.

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## **2.5 Currency**

The Contribution will be paid in euros. The United States dollars' value of the Contribution will be determined in accordance with paragraph 6.2 of the Framework Arrangement.

All financial commitments and expenditure incurred by UNICEF are accounted for as referred to in paragraph 7.3 of the Framework Arrangement.

## **2.6 Indirect Cost Recovery**

In line with paragraphs 3.11 and 4.6 of the Framework Arrangement, UNICEF will apply 8% of the contribution towards UNICEF's indirect program support costs in accordance with the Executive Board decision on UNICEF's cost recovery policy (2013/5) adopted on 8 February 2013.

## **3 Implementation of the Program**

### **3.1 Duration of the Program**

The program has a **non-extendable** duration of **12 months**, starting from the date of acknowledgment of receipt of the payment by UNICEF.

### **3.2 Ownership of equipment**

Ownership of equipment, supplies and other property financed from the contribution shall be vested in UNICEF. Matters relating to the transfer of ownership by UNICEF shall be determined in accordance with paragraph 7.6 of the Framework Arrangement.

## **4 Administration of the Contribution**

The Contribution shall be managed by UNICEF in accordance with paragraph 7.2 of the Framework Arrangement.

## **5 Justification, reporting and refunding**

### **5.1 Narrative reporting**

UNICEF shall justify the use of the Contribution by providing a final report summarizing the Program activities and results and impact of the Program.

### **5.2 Financial reporting**

Financial reporting will be carried out in accordance with paragraph 8.3 of the Framework Arrangement, in particular for earmarked contributions based on specific programs and projects.

### **5.3 Audit**

The Contribution shall be subject exclusively to the internal and external auditing procedures provided in paragraph 10 of the Framework Arrangement. If the external Auditors' audit opinion should include observations about the way the Contribution is used, UNICEF commits to inform the DGD in this regard and to update the DGD of its answer and potential actions to correct the situation.

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#### **5.4 Unspent balances**

Any funds that remain unexpended at the time of financial closing of the project, after all commitments and liabilities have been satisfied, shall be used in accordance with paragraph 7.11.2 of the Framework Arrangement signed on September 23<sup>rd</sup>, 2016, between UNICEF and the Government of Belgium.

#### **6 Visibility**

Where appropriate and in line with its rules, UNICEF will refer to the Contribution with regards to the Program or its activities in publications, speeches, press releases or similar communications.

#### **7 Information**

##### **7.1 Information of the DGD**

UNICEF shall provide the representatives of the DGD, on request and within the frame of UNICEF's rules and regulations, with information concerning the use of the Contribution and the progress of the Program. DGD is represented in the DRC by the Belgian Embassy and UNICEF by its country Representative.

##### **7.2 Information of donor representatives**

UNICEF shall grant donor representative(s) access to Program site(s) with the approval of the recipient government. Timing of such visits will be agreed by the Parties.

#### **8 Correspondance**

The offices responsible for all matters related to the Specific Agreement are:

For Belgium

***Permanent Mission of Belgium to the United Nations***

885 2<sup>nd</sup> Avenue 41<sup>st</sup> floor, New York, N.Y. 10017, USA

*and*

***Belgian Embassy in the DRC***

Gombe, Kinshasa, DRC

For Unicef

***UNICEF***

***Public Partnerships Division***

3 United Nations Plaza, New York, N.Y. 10017, USA

*and*

***UNICEF, DRC***

372, Av. Col. Mondjiba, Kinshasa – Ngaliema, DRC

#### **9 Final provisions**

##### **9.1 Modifications**

Any modification of the present Specific Agreement shall be officially requested to the Director General of the DGD and must receive its written approval.

**9.2 Dispute resolution**

Any dispute concerning the interpretation or implementation of the contribution shall be settled by negotiation.

**9.3 Termination**

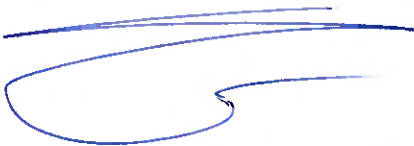
If, at any time, a Party determines that the purpose of this letter can no longer be effectively or appropriately carried out, the present Specific Agreement may be terminated at the initiative of either UNICEF or DGD giving thirty days written notice, in accordance with the procedure provided for by paragraph 7.5 of the Framework Arrangement. Contractual obligations entered into force between UNICEF and any third party prior to the receipt of the notice of termination, shall not be affected by the termination.

**9.4 Duration of the Specific Agreement**

Notwithstanding the non-extendable implementation period of the Program as referred to in paragraph 3.1, the present Specific Agreement will remain into force until the final report as referred to in paragraph 5.1 of this specific Agreement, and the final financial report as referred to in paragraph 8.3 of the Framework Arrangement have been accepted by DGD, and the potential refund of unspent balances as referred to in paragraph 5.4 of the present Specific Agreement has been received by DGD.

For the Government of Belgium

Date: .....2018

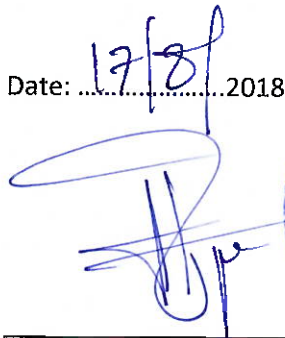


Mr. Alexander De Croo

Vice-Prime Minister, Minister of Development  
Cooperation

For the United Nations Children's Funds

Date: 17/8 .....2018



Dr. Tajudeen Oyewale



f Country Representative  
UNICEF, DRC