



FRAMEWORK ARRANGEMENT

BETWEEN

THE GOVERNMENT OF BELGIUM

AND

THE UNITED NATIONS CHILDREN'S FUND

September 23, 2016

Introduction

The Government of Belgium (hereinafter referred to as “The Government”) and the United Nations Children’s Fund (hereinafter referred to as “UNICEF”) (each referred to as “Participant” and both jointly referred to as “Participants”),

CONSIDERING that the Government, represented by the Minister of Development Cooperation, is committed to the implementation of Agenda 2030 for Sustainable Development. In the context of this Agenda, the Government through the Belgian Development Cooperation will focus on two main policy areas: sustainable, inclusive economic growth and the rights-based approach to development;

CONSIDERING the role of UNICEF in supporting Member States to achieve the goals for Agenda 2030; and considering the importance the Government attaches to the rights, development and care of children and the importance these goals play in achieving sustainable development;

CONSIDERING that the Belgian Development Cooperation aims to concentrate on the least developed countries (LDCs) including countries in fragile situations and post-conflict countries, and that the Government is committed to spend at least 50% of its Official Development Assistance (ODA) to the least developed countries;¹

CONSIDERING the Convention of the Rights of the Child, and its additional Protocols;

CONSIDERING that Children’s rights are a priority for Belgium, and that the Government supports UNICEF’s mandate 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; considering that the Government supports UNICEF to ensure special protection for the most vulnerable children (victims of war, disasters, extreme poverty, all forms of violence and exploitation and those with disabilities);

CONSIDERING the Strategy for Humanitarian Aid of the Government, which contains thematic priorities (food assistance and nutrition, protection (with special attention to children’s needs), health care, sexual and reproductive rights, humanitarian logistics and disaster preparedness) and geographical priorities (the Sahel, the Great Lakes region, the Occupied Palestinian Territories and Syria);

CONSIDERING the long standing and effective collaboration and partnership between the Government and UNICEF and wishing 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 organization-wide results framework;

NOTING that the UNICEF Executive Board reviews and approves multi-year strategic plans for the organisation (the “Strategic Plans” and each a “Strategic Plan”) presenting the organizational global priorities and development goals, outcomes, indicators and strategies, and the rationale for their selection;

WHEREAS UNICEF is a results-based organization that plans its country programme priorities, including special programmes and projects, for each of its country programmes of cooperation in close cooperation with the host government and in close coordination with other United Nations (UN) funds, programmes, and specialized agencies;

¹ The 14 partner countries of the Belgian Development Cooperation (currently Benin, Burkina Faso, Burundi, Democratic Republic of Congo, Guinea, Mali, Morocco, Mozambique, Niger, Occupied Territories of Palestine, Rwanda, Senegal, Tanzania, Uganda) include 12 LDCs.

NOW, THEREFORE

The Government and UNICEF have decided to enter into this Framework Arrangement (hereinafter referred to as “Arrangement”) in order to strengthen their relationship through a coherent framework for collaboration.

PARAGRAPH 1 SCOPE OF COLLABORATION

The objectives of the Framework Arrangement are to facilitate enhanced collaboration at all levels and to support UNICEF in the realization of its objectives as described in the Strategic Plan 2014 – 2017 “Realizing the rights of every child, especially the most disadvantaged” and subsequent Strategic Plans as will be approved by its Executive board.

The Arrangement sets out the general terms concerning the scope, transfer and administration of the Government’s contributions to UNICEF.

1.1 The Government will make available to UNICEF the following contributions:

1.1.1 Unearmarked contributions (also called “Regular Resources” contributions, core contribution), as referred to in Paragraph 2 below.

In addition, the Government may also make available the following contributions to UNICEF:

1.1.2 Earmarked contributions to support the implementation of specific UNICEF programmes or projects (also called “Other Resources” contributions), as referred to in Paragraph 3 below.

1.1.3 Earmarked contributions to Humanitarian programmes/projects, Consolidated Appeals and Emergency Appeals (also called “Other Resources – Emergency” contributions), as referred to in Paragraph 4 below.

1.1.4 Earmarked contributions to Thematic Funds which support UNICEF’s Strategic Plan Thematic Areas (also called “Thematic Other Resources” contributions), as referred to in Paragraph 5 below.

1.2 The Government and UNICEF agree on the importance of the Junior Professional Officer Programme for exposing young professionals to the work of UNICEF and its programmes. The Government will take into consideration funding of Junior Professional Officers if so asked by UNICEF. The Junior Professional Officer Programme is covered by a separate arrangement with UNICEF.

PARAGRAPH 2

UNEARMARKED CONTRIBUTIONS; UNICEF REGULAR RESOURCES

Regular resources are the basis of UNICEF's work. In order to be able to work in a coherent and predictable way, it is essential for UNICEF to achieve a critical level of Regular Resources to accomplish its mission and to implement its Strategic Plan.

2.1 The Government, in line with its core funding policy, intends to contribute to UNICEF's Regular Resources on an annual basis. The Government will strive towards maintaining a predictable level of Regular Resources contributions. To the extent possible, the Government will commit itself to a multi-year funding framework.

All contributions will be in Euro.

The contributions will be subject to Parliamentary approval of the Belgian federal budget.

Letter of Intent

2.2 The unearmarked contributions will be communicated through a "Letter of Intent", signed by the Minister of Development Cooperation, or his/her designate.

2.3 UNICEF will acknowledge receipt of the Letter of Intent.

2.4 Payment of the unearmarked contributions will be made in one instalment as early as possible in the relevant fiscal year after receipt of a payment request from UNICEF and will be deposited in the UNICEF Euros-denominated bank account referred to in Paragraph 6 below or such other UNICEF bank account as UNICEF may advise the Government from time to time.

2.5 UNICEF will confirm receipt of the payment in writing, and also confirm the equivalent amount in United States dollars at the United Nations operational rate of exchange applicable on the date of the transaction.

2.6 Reporting will be based on the reporting mechanism referred to in Paragraph 8 below.

PARAGRAPH 3

EARMARKED CONTRIBUTIONS TO SPECIFIC UNICEF PROGRAMME/PROJECT PROPOSALS; UNICEF OTHER RESOURCES

3.1 UNICEF may submit to the Government proposals for earmarked contributions to specific programmes/projects that are country specific, (sub) regional or global. Such proposals will cover activities that are consistent with the Government's policies. The budget in the programme/project proposal will be itemized in line with the standard components and sub-components as specified by UNICEF.

3.2 The Government may provide specific contributions to activities financed in the framework of delegated cooperation (funding provided at country level from the bilateral envelope of the Belgian Development Cooperation to a particular country).

Routing of proposals

3.3 The following procedure for routing of programme/project proposals will be adhered to:

3.3.1 Country specific proposals will be submitted to the Government either (a) by the UNICEF Representative in the country concerned to the Ambassador of the Government accredited to that country; or (b) by UNICEF New York Headquarters (Director, Public Partnerships Division) to the Permanent Representative of Belgium to the United Nations in New York.

3.3.2 Proposals of a (sub) regional or global nature will be submitted by UNICEF New York Headquarters (Director, Public Partnerships Division) to the Government via the Permanent Representative of Belgium to the United Nations in New York.

3.3.3 UNICEF will be informed as soon as possible of the Minister's decision regarding the possible earmarked contribution to such programme/project.

3.3.4 Reporting on the spending of the earmarked contribution will be based on the reporting mechanisms referred to in Paragraph 8 below.

Specific Agreement

3.4 Where an earmarked contribution is approved pursuant to a specific programme/project proposal, a Specific Agreement referring to this Arrangement and offering funds as earmarked contributions for the specific programme/project, and accepted by UNICEF by way of countersignature, will constitute an agreement as to the Government funding for the specific programme/project.

3.5 The Specific Agreement regarding the Government's contribution, to be stated in Euros, will specify the financing conditions, and will contain: (a) a time schedule, including the planned dates of commencement and termination of the programme/project activities, as well as the estimated duration of activities, if applicable; (b) maximum earmarked contribution to the programme/project; (c) reporting requirements; (d) proposed payment conditions; and (e) both the Government's internal identification number (activity number) and the UNICEF programme/project number (if applicable).

3.6 The signing of a Specific Agreement will be the responsibility of the representatives authorized to sign on behalf of the Participants.

3.7 Payments of earmarked contributions will be made in Euros and deposited in the UNICEF Euro-denominated bank account referred to in Paragraph 6 below or such other UNICEF bank account as UNICEF may advise the Government from time to time.

- 3.8 The earmarked contribution, or part thereof as per the conditions as stipulated in the Specific Agreement, will be transferred after receipt by the Government of the countersigned Specific Agreement.
Commencement of implementation of programme activities by UNICEF will be subject to receipt of funds.
- 3.9 Any instalment payments will be made according to the payment schedule specified in the Specific Agreement subject to fulfillment of the conditions for payment of subsequent instalments as per the Specific Agreement. Payment will be made in advance of the implementation of the planned activities, it being understood that UNICEF will not be required to continue activities until the respective subsequent payment has been received.
- 3.10 The payment will make reference to the Government's activity number and the UNICEF programme/project number (if applicable). If payments are to be adjusted, the Government and UNICEF will consult accordingly.
- 3.11 UNICEF will apply a cost recovery charge for earmarked contributions in line with then-applicable decisions of the UNICEF Executive Board to help defray UNICEF's indirect programme support costs (8% at the date of signature of this Arrangement, as per UNICEF Executive Board decision 2013/5), and to be calculated over actual expenditure as reported by UNICEF.
- 3.12 If implementation so warrants, UNICEF will submit revisions of the ongoing programme/project under the Specific Agreement to inform the Government of any change in the implementation arrangements.
- 3.13 The submission of revisions to a Specific Agreement will follow the same routing procedure described in Paragraph 3.3 above.

PARAGRAPH 4

EARMARKED CONTRIBUTIONS TO HUMANITARIAN PROGRAMMES / PROJECTS, CONSOLIDATED APPEALS AND EMERGENCY APPEALS; UNICEF OTHER RESOURCES (EMERGENCY)

- 4.1 The Government may make available earmarked contributions for funding humanitarian programmes/projects, preferably in the framework of Consolidated Appeals and emergency appeals.
- 4.2 On the basis of the humanitarian programmes/projects submitted, the Government will inform UNICEF of the Government's earmarked contribution. The earmarked contribution will be formalized through an exchange of letters, specifying the terms and conditions of the contribution.

- 4.3 The Government will decide on an earmarked contribution to humanitarian programmes/projects on a case by case basis.
- 4.4 The earmarked contributions to humanitarian programmes / projects will be expressed in Euros unless another currency is specified in the exchange of letters and will be deposited into the UNICEF Euros-denominated bank account referred to in Paragraph 6 below or such other UNICEF bank account as UNICEF may advise the Government from time to time. The Government is not responsible for the effect of exchange rate differences in case another currency is specified in the exchange of letters.
- 4.5 The Government will transfer the earmarked contribution to humanitarian programmes/projects as indicated in the terms and conditions of the relevant exchange of letters.
- 4.6 UNICEF will apply a cost recovery charge for earmarked contributions in line with then-applicable decisions of the UNICEF Executive Board to help defray UNICEF's indirect programme support costs (8% at the date of signature of this Arrangement, as per UNICEF Executive Board decision 2013/5), and to be calculated over actual expenditure reported by UNICEF.
- 4.7 Reporting on the spending of the earmarked contribution will be based on the reporting mechanisms referred to in Paragraph 8 below and stipulated in the terms and conditions of the exchange of letters formalizing the contribution.

PARAGRAPH 5

EARMARKED CONTRIBUTIONS TO STRATEGIC PLAN THEMATIC FUNDS; UNICEF OTHER RESOURCES (THEMATIC)

- 5.1 The Government may decide to make contributions to any of the thematic funds established by UNICEF.
- 5.2 These contributions will be pooled with the thematic fund financial contributions made by other donors.

Specific Agreement

- 5.3 Where an earmarked contribution to any of the thematic funds established by UNICEF is approved by the Government, a Specific Agreement referring to this Arrangement and offering funds as earmarked contributions to the relevant thematic fund and accepted by UNICEF by way of countersignature, will be concluded.
- 5.4 The Specific Agreement regarding the Government's contribution, to be stated in Euros, will contain: (a) a time schedule for payment of the contribution; (b) the maximum earmarked contribution to the specific thematic fund; (c) reporting requirements; and (d) the Government's

internal identification number (activity number) and the UNICEF thematic fund number (if applicable).

- 5.5 UNICEF will apply a cost recovery charge for earmarked contributions in line with then-applicable decisions of the UNICEF Executive Board to help defray UNICEF's indirect programme support costs (7% at the date of signature of this Arrangement, as per UNICEF Executive Board decision 2013/5), and to be calculated over actual expenditure reported by UNICEF.
- 5.6 The signing of a Specific Agreement will be the responsibility of the representative authorized to sign on behalf of the Participants.
- 5.7 The Government's earmarked contribution will be deposited into the UNICEF Euros-denominated bank account referred to in Paragraph 6 below or such other UNICEF bank account as UNICEF may advise the Government from time to time, and will be transferred after receipt by the Government of the countersigned Specific Agreement. The amount of the first payment will be specified in the Specific Agreement and payment will be executed promptly.
- 5.8 The Government's transfer of (instalments of) earmarked contributions will indicate the UNICEF Strategic Plan Thematic Area and name and the Government's activity number.
- 5.9 UNICEF will submit to the Government financial reports as referred to in Paragraph 8 below with regard to UNICEF Thematic Funds.

PARAGRAPH 6 FINANCIAL MATTERS

- 6.1 Each contribution under Paragraph 2, 3, 4 or 5 of this Arrangement will be transferred to UNICEF by wire transfer to the following bank account (or such other bank account as UNICEF may from time to time nominate and notify the Government in writing):

UNICEF NY Cashiers
Commerzbank AG
Business Banking, Kaiserstrasse 30
60311 Frankfurt am Main, Germany
Account Number 9 785 255 01
Swift code: COBADEFFXXX
IBAN: DE84 5008 0000 0978 5255 01

When making such transfers, the Government will notify UNICEF, 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 Government pursuant to Paragraph 2, 3, 4 or 5 of this

Arrangement with full relevant details on activity number and UNICEF programme/project number/Strategic Plan Thematic Area/ Consolidated Appeal/Emergency Appeal.

- 6.2 UNICEF will acknowledge receipt, in writing, of each contribution. The United States dollars value of a contribution 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.

PARAGRAPH 7

ADMINISTRATION OF CONTRIBUTIONS

- 7.1 UNICEF is fully accountable and responsible for all aspects of the organization's activities and will make every possible effort to ensure timely and full implementation of activities financed under this Arrangement.
- 7.2 UNICEF will administer all the Government 's contributions in accordance with (a) relevant decisions of the UNICEF Executive Board, the Financial Regulations and Rules of UNICEF, and applicable policies, and administrative instructions and directives (including those related to direct and indirect costs, contributions in kind, interest, audit, procurement, selection and engagement of consultants, and monitoring, evaluation, and reporting and its risk management framework, including its policies for combating fraud and corruption); (b) this Arrangement; and (c) if applicable, the relevant Specific Agreement.
- 7.3 All financial commitments and expenditure incurred by UNICEF with respect to the activities financed under this Arrangement will be expressed in United States dollars at the United Nations operational rate of exchange applicable on the date of each transaction.
- 7.4 The Government carries no responsibility or liability to any third party for programmes/projects implemented by UNICEF and the relevant host government and supported, in part, by contributions from the Government pursuant to this Arrangement and any Specific Agreement.
- 7.5 Either Participant may terminate any individual Specific Agreement concluded pursuant to this Arrangement, by giving the other Participant thirty (30) days written notice, provided that the Participant terminating the Specific Agreement has first consulted with the other Participant on its intent to terminate. Upon receipt by one Participant of the other Participant's written notice of termination of the Specific Agreement, the Participants will take all reasonable and necessary measures to conclude the implementation of the programme/projects and complete their activities in an orderly manner. UNICEF may apply any unutilized portion of the contribution to permit the orderly conclusion of the programme/project, including the completion of final reports, the withdrawal of personnel, funds and property, the settlement of accounts between the Participants, and the settlement of contractual commitments or liabilities relating to or in connection with the programme/project, including in respect of any implementing partners, contractors, subcontractors, consultants or suppliers.

Ownership and Transfer of Supplies and Equipment

- 7.6 Without limiting the generality of Paragraph 7.2 above, ownership of equipment, supplies and other property purchased by UNICEF using earmarked contributions from the Government under paragraphs 3 and 4 above, will be vested in UNICEF and such equipment, supplies and other property will be used exclusively for the implementation of the relevant programme/project. The equipment, supplies and property will be dealt with by UNICEF in accordance with its applicable regulations and rules, policies, procedures, and administrative instructions, and arrangements with host governments, including those relating to the transfer of ownership to the host government and other implementing partners.

Risk management

- 7.7 The Participants confirm their respective commitments that it is essential to take all necessary precautions to avoid fraud and corruption in the management of funds that have been contributed to UNICEF for the implementation of UNICEF's programmes of cooperation. UNICEF has policies and procedures to mitigate risk of misuse of funds and to address misuse if it occurs. UNICEF confirms that these policies and procedures will be fully applied with regard to funding received in accordance with this Arrangement.

UNICEF confirms that UNICEF will provide as soon as possible information relating to any instances of credible allegation of fraud or corruption with regard to an earmarked contribution made pursuant to this Arrangement in accordance with UNICEF's then-current Policy Prohibiting and Combatting Fraud and Corruption and UNICEF's Information Disclosure Policy and other relevant decisions, if any, of the UNICEF Executive Board.

- 7.8 The Government reserves the right to stop transfers and to claim repayment of any funds already transferred and not committed or disbursed by UNICEF if material obligations under a Specific Agreement concluded pursuant to this Arrangement above are not met by UNICEF and UNICEF fails to take corrective action within thirty (30) days of being so requested by the Minister; or if the Participants decide that funds transferred pursuant to such Specific Agreements are not being used or have not been used, for the implementation of the programme/project as approved.

7.8.1 The Government may request UNICEF to take appropriate action under applicable UNICEF policies including but not limited to its policies combatting and preventing fraud and corruption, to recover funds made available to UNICEF pursuant to this Arrangement which the Participants decide have not been used for the implementation of the programme/project as approved.

7.8.2 In the event the Government stops any transfer of funds, UNICEF reserves the right to suspend, reduce or terminate any or all programme/project activities. The Participants will immediately consult with a view to resolving the matter.

Interest

- 7.9 Any identifiable interest accrued from temporary credit balances of contributions received under Paragraph 2 of this Arrangement and any Specific Agreement concluded pursuant to Paragraph 3, 4 and 5 of this Arrangement will be dealt with in accordance with UNICEF's Financial Regulations and Rules.

Unspent balances

- 7.10 With respect to each separate programme/project funded with earmarked contributions made under Paragraphs 3 or 4 of this Arrangement, any part of such a earmarked contribution that remains unspent after all commitments and liabilities have been satisfied at financial completion of such programme/project or upon termination of the Specific Agreement, will be considered unused funds and referred to as such in the programme's/project's final certified financial statements.
- 7.11 Based on the information in the final certified financial statement, as acknowledged by the Government , the following will apply to such unused funds:

7.11.1 For earmarked contributions to humanitarian programmes/ projects, any unspent balances at the time of the financial closing of the programme/project will be transferred to the Global Humanitarian Thematic Fund and reported on accordingly.

7.11.2 For earmarked contributions to support the implementation of a specific UNICEF programme/project, any remaining unspent balance in excess of five thousand United States dollars (USD 5,000) that remain unexpended at the time of financial closing of the programme/project, after all commitments and liabilities have been satisfied, will be returned to the Government, unless otherwise agreed between the Participants.

Any unspent balance up to five thousand United States dollars (USD 5,000) will be applied towards UNICEF's Regular Resources.

PARAGRAPH 8 REPORTING

General

- 8.1 Reporting will take place in accordance with the Financial Regulations and Rules of UNICEF and applicable policies, procedures, and administrative instructions of UNICEF. UNICEF will provide the Government, at a minimum and unless otherwise decided, with the following reports:

- The Executive Director's Annual Report to the UNICEF Executive Board. This will be accepted by the Government as UNICEF's consolidated reporting mechanism.
- The UNICEF Annual Financial Statements. These, and the Report of the United Nations Board of Auditors with regard to the annual financial statements, will be accepted by the Government as UNICEF's overall financial report.

8.2 All reports or statements referred to under this Paragraph 8 will be expressed in United States Dollars. UNICEF will provide information about the exchanges rates as applied to the Government's contributions. In the event that other donors contributed to the programme/project, the reports under Paragraph 8.3.2 and 8.3.3 of this Paragraph will be consolidated.

Reporting obligations by type of financial contribution

8.3 In addition to the reporting arrangements contemplated in Paragraph 8.1 above, UNICEF's reporting obligations to the Government with regard to the financial contributions referred to in Paragraphs 2, 3, 4 and 5 above respectively, will be as follows:

Unearmarked Contributions to UNICEF Regular Resources under Paragraph 2:

8.3.1 Consistent with relevant decisions of its Executive Board, each donor to UNICEF regular resources receives the same annual reports. For each year with respect to which the Government makes a contribution to UNICEF regular resources, UNICEF will provide the Government with the standard annual programmatic report and certified financial statements setting out information on the use of UNICEF regular resources. The programmatic report will show indicators of the effectiveness, efficiency, impact and sustainability of the UNICEF activities.

Financial reporting on earmarked contributions based on specific programmes/projects under Paragraph 3 and 4:

8.3.2 Financial reporting will be effected by annual certified financial statements as of 31 December on revenue and expenses by programme/project prepared by the Comptroller of UNICEF, not later than 30 June of the following year.

8.3.3 A final certified financial report on revenue and expenses for each programme/project, including a statement of unused balances, prepared by UNICEF's Comptroller, will be sent to the Government no later than eighteen (18) months after the date in which operational completion of such programme/project takes place.

Earmarked contributions for Strategic Plan Thematic Areas under Paragraph 5:

8.3.4 Each donor to a UNICEF Thematic Fund receives the same annual reports. For each year in respect of which the Government makes a contribution to a UNICEF Thematic Fund,

UNICEF will provide the Government with the standard annual programmatic report and financial statement with regard to that Thematic Fund. The programmatic report will show indicators of the effectiveness, efficiency, impact and sustainability of the UNICEF activities in the relevant Strategic Plan Thematic Area. The annual financial statement will be a certified statement of account for the respective Thematic Fund. These reports will be presented in UNICEF's template format for thematic reporting. The Government's contribution towards Strategic Plan Thematic Areas will be duly reflected and recognized in these annual reports.

8.3.5 The certified financial statements described in Paragraph 8.3.2, Paragraph 8.3.3 and Paragraph 8.3.4 will be sent by UNICEF to the Government via the Permanent Representative of Belgium to the United Nations in New York.

8.4 Each report on earmarked contributions will indicate the Government's activity number and the UNICEF Strategic Plan Thematic Area/Consolidated Appeal/Emergency Appeal.

8.5 The submission of reports pursuant to this Paragraph 8 will follow the same routing procedure as described in Paragraph 3 above.

8.6 Beyond the reporting requirements set out above, and subject to UNICEF's regulations, rules, procedures, and administrative instructions and directives and the terms of this Arrangement, UNICEF will keep the Government informed of key issues and any significant challenges in the Strategic Plan Thematic Areas for which the Government has made a contribution and in individual projects or programmes for which the Government has made a contribution.

8.7 Reflecting the Participants' shared commitment to full transparency, the Government accepts that all reports required under this Paragraph 8 may be made publicly available by UNICEF on its public internet website.

PARAGRAPH 9 EVALUATION

9.1 Monitoring, evaluation and reporting to the Government, through the routing procedures prescribed in Paragraph 3 and above, will be carried out in accordance with UNICEF's standard procedures.

Representatives of the Government will, where appropriate, be provided with the opportunity to participate in field missions relating to monitoring and evaluation of programmes/projects funded in part by earmarked contributions made under Paragraph 3 or 4 of this Arrangement, at the Government's expense.

- 9.2 UNICEF will make every reasonable effort to consult the Government on its participation in any evaluations or mid-term reviews of projects and programmes for which the Government has made a contribution. The cost of the Government's participation in such evaluations or mid-term reviews will be borne by the Government. Such evaluations or mid-term reviews will be carried out in accordance with the UNICEF evaluation policies and procedures.

PARAGRAPH 10 AUDITS

- 10.1 All programmes, projects and activities financed with Contributions made under this Arrangement will be subject exclusively to the internal and external audit procedures provided for in the Financial Regulations and Rules of UNICEF and applicable policies and procedures of UNICEF.
- 10.2 In accordance with UNICEF Executive Board decisions, all internal audit reports of the UNICEF Office of Internal Audit and Investigations will be available on UNICEF's public internet site. UNICEF's externally audited financial statements, audited by the United Nations Board of Auditors, are also available publicly online and UNICEF will advise the Government of the appropriate internet locator details as soon as these reports are publicly available.
- 10.3 If a report of the United Nations Board of Auditors contains observations relevant to the activities and programmes funded by the Government by an Earmarked Contribution made under Paragraphs 3 or 4 of this Arrangement, a copy of such a report and UNICEF's published comments thereon will be made available to the Government.

PARAGRAPH 11 COOPERATION AND CONSULTATION

- 11.1 The Government and UNICEF will consult periodically at the request of either Participant on all matters arising from this Arrangement and on other matters of common interest to them in the administration of UNICEF programmes/projects. In order to promote a regular exchange of information, the Government and UNICEF will hold consultative meetings, as required and requested, both formally and informally throughout the fiscal year.
- 11.2 **Bilateral Consultations.** The Government and UNICEF will hold bilateral consultations on a biennial basis, to exchange views on policies, especially in those areas of interest for policy dialogue as expressed in this Arrangement, and activities of UNICEF, especially those funded by the Government. The consultations will be held alternately at the headquarters of the organization and in Brussels.
- 11.3 **Consultations in the field.** UNICEF representatives in partners countries of the Belgian Development Cooperation will act as focal points for field activities. They will regularly share

information with the Belgian diplomatic representatives in order to enhance coherence and progress in their respective country programmes and projects.

- 11.4 Executive board. The Government will aim to actively participate in the sessions of the Executive Board of UNICEF.

PARAGRAPH 12 FINAL PROVISIONS

Effective date and applicability

- 12.1 This Framework Arrangement does not constitute a Treaty. This Framework Arrangement will become effective as of the date of signature by the authorized representatives of both Participants and will apply to funding of programmes/projects subsequently decided upon.

Amendments

- 12.2 Either Participant may propose amendments to this Arrangement or to any Specific Agreement. Such amendments will become effective upon the written approval in the form of an exchange of letters between Participants.

Termination

- 12.3 Either Participant may terminate this Arrangement at any time by giving written notice of not less than three (3) months. The Participants will consult in advance in case a Participant is considering termination of this Arrangement. Upon termination of this Arrangement, unless the Participants decide on another course of action, any Specific Agreement concluded prior to the effective date of termination of this Arrangement will remain effective on the terms set out in that Specific Agreement, unless it is terminated separately in accordance with Paragraph 7.5.

Dispute settlement

- 12.4 Any dispute, controversy or claim arising from or relating to the interpretation or application of this Arrangement will be settled through negotiations between the Participants.

Liaison and correspondence

- 12.5 Any notice or request required or permitted to be given or made in this Arrangement will be in writing. All written communications in respect of the Arrangement will be directed to the following addresses or such other address as may be specified by the Government or UNICEF, as the case may be:

For the Government:
Ambassador
Permanent Mission of Belgium to the United
Nations in New York
885 2nd Avenue 41st floor
New York, N.Y. 10017 USA

For UNICEF:
Director
UNICEF Public Partnerships Division
3 United Nations Plaza
New York, N.Y, 10017 USA

The Government and UNICEF will make available to each other all such information that may be reasonably required, subject to their respective policies on information disclosure and other applicable regulations, rules, policies and procedures and decisions of their governing bodies.

Privileges and immunities

12.6 Nothing in or relating to this Arrangement will be deemed a waiver, express or implied, of any of the privileges or immunities of the United Nations and its subsidiary organs, including UNICEF.

Signed in duplicate in the English language, for and on behalf of

The Government of Belgium

The United Nations Children's Fund



Alexander DE CROO
Minister for Development Cooperation



Anthony LAKE
Executive Director

Date: 23 September 2016

Date: 23 September 2016

Place: New York

Place: New York