

ANNEX B(1)
(Use for NGOs, CSOs, UN Entities)

STANDARD GRANT CONFIRMATION LETTER
for the Fund to the Global Partnership to End Violence Against Children

[Date]

[name, Organization, and address]

Re: Grant from the Fund to the Global Partnership to End Violence Against Children

Dear [name]:

I am writing to inform you that the Fund to the Global Partnership to End Violence Against Children (the “Fund”) has approved a grant in an amount of [amount in words] United States Dollars (US\$ [amount in figures]) (the “Grant”) from the Fund to [name of recipient] (the “Grantee”) to support the implementation of activities (the “Programme”) set out in the Programme Document and budget (the “Programme Document and Budget”) attached to the funding proposal submitted by [name of Grantee] dated [date of proposal] (the “Proposal”). The details of the Grant are summarized in the first attachment to this Grant Confirmation Letter. For the purposes of this Grant Confirmation Letter, UNICEF and the Grantee are each a “Party” and, collectively, the “Parties”.

The Grant is subject to the terms and conditions set out in the second attachment to this Grant Confirmation Letter. In the Proposal the Grantee agreed to comply with these terms and conditions should the Proposal be approved.

Please arrange for a properly authorized official of the Grantee to sign, date, and return to us the enclosed copy of this Grant Confirmation Letter. By doing so the Grantee will confirm the details of the Grant and reconfirm that it will comply with the terms of this Grant Confirmation Letter, including the attached terms and conditions. Upon receipt of this Grant Confirmation Letter countersigned by the Grantee, we will make arrangements for the [initial instalment of the] Grant to be disbursed.

Sincerely,

Diane Kepler
Comptroller
United Nations Children’s Fund

For the Fund to the Global Partnership to End Violence Against Children

AGREED ON BEHALF OF [Grantee]:

FUND TO GLOBAL PARTNERSHIP TO END VIOLENCE AGAINST CHILDREN
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Name:
Title:
Authorized Official
Date:

cc: Director, Fund to the Global Partnership to End Violence Against Children

ATTACHMENT A
To Grant Confirmation Letter

Summary of Grant Details

1.	Country/Regional/Global:	
2.	Grantee:	
3.	Programme Title:	
4.	Grant Period:	
5.	Grant Amount:	
6.	Disbursement Schedule:	
7.	Grantee Bank Details:	
8.	Grantee Focal Point:	
9.	Focal Point in Secretariat of the Fund to the Global Partnership to End Violence Against Children:	
10.	Email address for Delivering reports under this Grant Confirmation Letter and Disbursement Notices:	
11.	Focal Point in United Nations Children's Fund Funds Support Office:	

ATTACHMENT B
To Grant Confirmation Letter

Terms and Conditions of Grant

Section I
Transfer of Grant

1. Subject to the availability of funds in the Fund, the Grant will be transferred by the United Nations Children’s Fund (“UNICEF”) as the Fund Custodian and Administrator (the “FCA”) of the Fund, in instalments in accordance with the disbursement schedule set out in the table in Attachment A to this Grant Confirmation Letter. Each instalment will be transferred by wire transfer to the account designated by the Grantee in its Proposal and confirmed in the table in Attachment A to this Grant Confirmation Letter. The Fund’s Steering Committee (“Steering Committee”) may establish conditions for payment of any subsequent instalment by agreement with the Grantee and upon such agreement those conditions will be confirmed in writing to the Grantee.
2. Payment of the first instalment will normally be made ten (10) business days (in New York) after receipt of this Grant Confirmation Letter countersigned by the Grantee.
3. Payment of subsequent instalments of the Grant will be made only upon instruction from the Steering Committee, following review by the Steering Committee of a disbursement notice stating the amount to be disbursed and accompanied by:
 - (a) the relevant reports required under Section III, paragraph 1(a); and
 - (b) a statement setting out:
 - (I) the cash balance (separately identifying funds that are committed but not disbursed), if any, of the Grant held by the Grantee at the end of the month immediately preceding the submission of the disbursement notice;
 - (II) confirmation by the Grantee that all Grant funding has been used in accordance with the Programme Document and Budget;
 - (III) confirmation that the condition(s) if any imposed by Steering Committee to the requested disbursement have been fulfilled; and
 - (IV) confirmation by the Grantee that it is on course to complete the Programme activities in accordance with the timeline and other requirements of the Programme Document and Budget and highlighting any expected challenges and mitigating actions.
4. When making a transfer in accordance with this Grant Confirmation Letter, the FCA will notify the Grantee’s Treasury Operations of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from UNICEF as the FCA pursuant to this Grant Confirmation Letter. The Grantee will promptly acknowledge receipt of funds in writing.

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5. Upon receiving instructions from the Steering Committee, the FCA may withhold disbursement of any instalment or reduce the amount of any instalment if the Steering Committee determines that there is a discrepancy in the content or form of the relevant disbursement notice or the required supporting documents or that, in the case of a request for disbursement of the second or subsequent instalments, any of the following has occurred:

- (a) Grant funding provided has not been used in accordance with the Programme Document and Budget or there has been any other material breach of the terms of this Grant Confirmation Letter;
- (b) there has been insufficient progress made by the Grantee by reference to the milestones set out in the Programme Document and Budget; or
- (c) the condition(s) if any imposed by the Steering Committee have not been fulfilled to the Steering Committee's satisfaction.

If the Steering Committee makes a determination under this paragraph 5, the Grantee will promptly be notified of such determination.

6. The Grantee agrees that disbursement of the Grant (including any instalment thereof) is subject to available funds in the Fund. Where the balance in the Fund on the date of a scheduled disbursement is insufficient to make that disbursement, the Grantee will be informed accordingly.

Section II **Use of the Grant**

Grant Funds to be used Solely for the Purposes Intended

1. The Grantee will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds disbursed to it from the Fund. The Grantee assumes full programmatic and financial accountability for the funds disbursed to it in accordance with this Grant Confirmation Letter. That separate ledger account will be administered by the Grantee in accordance with its own regulations, rules, policies and procedures, including those relating to interest.

2. The Grantee will use the funds transferred to it under this Grant Confirmation Letter for the purpose for which they have been provided. The Grantee will use the Grant exclusively to implement the activities described in the Programme Document and Budget.

3. Any significant modifications to the scope of the activities or the anticipated expenditures described in the Programme Document and Budget, including as to the nature, content, sequencing or duration of activities, will be subject to prior approval by the Steering Committee.

4. Indirect costs of the Grantee recovered through Programme Support Costs will be seven percent (7%). All other costs incurred by the Grantee in carrying out the Programme will be recovered as direct costs.

Grantee's Responsibility for the Programme

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5. The implementation of activities described in the Programme Document and Budget, and expenditure of the Grant in accordance with the Programme Document and Budget, will be the exclusive responsibility of the Grantee and will be carried out in accordance with its applicable regulations, rules, directives and procedures, including those relating to procurement as well as the selection and assessment of subgrantees. Accordingly, personnel will be engaged and administered, equipment, supplies and services purchased, and contracts entered into in accordance with the provisions of such regulations, rules, policies and procedures. The Grantee will notify the Fund if there are any changes to its regulations, rules, policies and procedures.¹

6. The Grantee takes full responsibility and accountability for implementation of the activities and for expenditure of the Grant, and for the acts and omissions of all persons or entities employed by or acting on behalf of or otherwise associated with it, including (but not limited to) any subgrantee, and will be responsible for handling all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Grantee, or of the Grantee's employees, officers, agents or subgrantees in connection with the Grant including the expenditure of the Grant and implementation of the activities described in the Programme Document and Budget.

7. In implementing the activities described in the Programme Document and Budget, the Grantee will not be considered as an agent of any other grantee, the Steering Committee of the Fund ("Steering Committee"), any Government or other entity contributing to the Fund pursuant to a Standard Contribution Agreement (a "Contributor"), UNICEF, or the Fund Secretariat and thus, the personnel of one will not be considered as staff members, personnel or agents of any of the others. The Grantee will be responsible for handling all suits, claims, demands and liability of any nature or kind, including their costs and expenses, against any other grantee, the Steering Committee, a Contributor, UNICEF, the Fund Secretariat arising out of acts or omissions of the Grantee, or of the Grantee's employees, officers, agents or subgrantees, in connection with the Grant including the expenditure of the Grant and implementation of the activities described in the Programme Document and Budget.

Intellectual Property²

8. With respect to the Programme:

(a) UNICEF will be entitled to all intellectual property and other proprietary rights with regard to analyses, reports, processes, software, data, tools, documents and other materials, including any deliverables (collectively, the "Programme Materials"), which the Grantee develops, produces, prepares or collects during the implementation of the Programme. The Grantee will take all reasonable steps, execute all necessary documents and generally assist in securing such intellectual property and other proprietary rights and transferring or licensing them to UNICEF in compliance with the requirements of applicable law and of this Agreement.

(b) neither Party will be entitled to any intellectual property or other proprietary rights of the other Party that pre-existed the implementation of the Programme, or were or are developed or acquired independently of the implementation of the Programme ("Background IP"). To the extent that the

¹ **DRAFTING NOTE:** This last sentence is not applicable where the Grantee is a UN organization.

² **DRAFTING NOTE:** If the Grantee advises this template text on intellectual property is not acceptable to the Grantee, then an alternative IP clause can be developed, provided it is consistent with the EVAC Hosting Arrangement's provision on intellectual property and UNICEF Legal's Position on Intellectual Property. Please engage with the UNICEF Legal Office for the development of potential alternative text.

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Grantee's Background IP is incorporated into the Programme Materials, the Grantee grants to UNICEF the non-exclusive, royalty free, worldwide, perpetual, transferable and sub-licensable license to use, reproduce and adapt such pre-existing intellectual property for non-commercial purposes for the purposes of the creation and use of the Programme Materials. To the extent that UNICEF's Background IP is incorporated into the Programme Materials, the UNICEF grants to the Grantee the non-exclusive, royalty free, worldwide, perpetual, transferable and sub-licensable license to use, reproduce and adapt such pre-existing intellectual property for non-commercial purposes for the purposes of the creation and use of the Programme Materials.

(c) the Parties may use intellectual property licensed from third parties ("Third Party IP") to assist in the development of the Programme Materials. If such Third Party IP is incorporated into or otherwise essential for the use of the Programme Materials, this will be reflected in the Programme Document, including any conditions or restrictions on use of such Third Party IP. The Parties will comply with such conditions and restrictions, including the relevant license terms on which the Third Party IP is made available to the Parties.

(d) the Programme Materials will be made available for use or inspection by the Fund Secretariat at reasonable times and in reasonable places, and will be delivered to the Fund Secretariat upon completion of the activities under the Programme.

(e) UNICEF will make the Programme Materials available to the Grantee on the basis of a non-exclusive, royalty free, worldwide, non-transferable, sub-licensable license, on a perpetual basis, to use, reproduce and adapt the Programme Materials solely for non-commercial purposes under a creative commons license. Notwithstanding the foregoing, UNICEF may unilaterally decide to alter the scope of the license, or not provide a license, if the Programme Materials contain confidential information or personal data, if such a license could harm any person or negatively impact on-going programmatic activities, or making the Programme Materials accessible in that manner would require significant resources from UNICEF.

(f) The foregoing sub-paragraph (a) will apply unless the Parties agree that the objectives of the Programme will be more effectively achieved if the Grantee owns the Programme Materials. In such a case, the Programme Document will include a provision that will replace sub-paragraphs (a) and (e) above.

Ethical Conduct

9. The Grantee will select for work implementing the Programme Document and Budget reliable persons who will perform effectively, respect the local customs and conform to a high standard of moral and ethical conduct. The Grantee will establish appropriate programmatic safeguard measures in the design and implementation of the Programme, thereby promoting the shared values, norms and standards of the international community. These measures include respect of international conventions on the environment, on children's rights, and internationally agreed core labour standards.

10. Without limiting the generality of the previous paragraph:

(a) The Grantee will comply with all laws, ordinances, rules, and regulations applicable to it bearing upon the performance of its obligations under the terms of this Grant Confirmation Letter.

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(b) The Grantee will take all appropriate measures to prevent sexual exploitation, abuse and harassment, and child safeguarding violations of anyone by any of its employees, personnel, subgrantees and subcontractors and will respond appropriately should violations occur. The Grantee will also take all appropriate measures to prohibit its employees, personnel, subgrantees and subcontractors from exchanging any money, goods, services, or other things of value, for sexual favors or activities or from engaging in any sexual activities that are exploitative or degrading to any person. The Grantee will further ensure that none of its employees, personnel, subgrantees and subcontractors exposes any intended beneficiary, including children, to any form of discrimination, abuse or exploitation.

(c) Investigations of allegations of sexual exploitation, abuse, harassment and child safeguarding violations arising in programmatic activities funded by the Fund, will, where appropriate, be carried out by the investigation service of the Grantee in accordance with its rules, regulations, policies and procedures.

(d) The Steering Committee, the FCA and the Contributors will be promptly notified of credible allegations of sexual exploitation, abuse, harassment and child safeguarding violations, under investigation by the Grantee and arising in programmatic activities funded by the Grant, to the extent that such notification does not jeopardize the conduct of the investigation. Any information provided by Grantee herein, will be shared in accordance with its respective regulations, rules, policies and procedures and without prejudice to the safety, security, privacy and due process rights of concerned individuals.³

(e) The Grantee warrants that no member of the Steering Committee, related subcommittees or task teams, or the rosters of the panel of experts engaged to assist the Steering Committee, or employee of the FCA or personnel of the Fund Secretariat has received or will be offered by the Grantee any direct or indirect benefit arising from the Grant or the award thereof. The Grantee agrees that breach of this provision is a breach of an essential term of this Grant Confirmation Letter.

Special Provisions regarding Financing of Terrorism

11. The Grantee confirms that, consistent with United Nations Security Council Resolutions relating to terrorism, including United Nations Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, it is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, the Grantee recognizes its obligation to comply with any applicable sanctions imposed by the United Nations Security Council in addition to any other sanctions regime to which it is subject. In addition to complying with any laws to which it is subject, the Grantee will use all reasonable efforts to ensure that the funds transferred to it in accordance with this Grant

³ **DRAFTING NOTE:** Where the Grantee is a UN Organization, this sub-paragraph 10(d) is replaced with the following sub-paragraph:

“(d) The Fund Secretariat will be promptly notified of allegations of sexual exploitation and abuse, under investigation by the Grantee and arising in programmatic activities funded by the Grant, to the extent that such notification does not jeopardize the conduct of the investigation. Any information provided by Grantee herein, will only be shared in accordance with its respective regulations, rules, policies and procedures and without prejudice to the safety, security, privacy and due process rights of concerned individuals. The Fund Secretariat shall treat any information it receives from the Grantee as confidential and will only disseminate it within the Fund Secretariat and the Fund’s governing bodies, and on a strictly need-to-know basis.”

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Confirmation Letter are not used to provide support or assistance to individuals or entities associated with terrorism as designated by any United Nations Security Council sanctions regime. If, during the term of this Grant Confirmation Letter, the Grantee determines there are credible allegations that funds transferred to it in accordance with this Grant Confirmation Letter have been used to provide support or assistance to individuals or entities associated with terrorism as designated by any United Nations Security Council sanctions regime, it will as soon as it becomes aware of it inform the Steering Committee, the FCA and the contributors and in consultation with the Steering Committee, determine an appropriate response.

Protections against Fraud and Misuse of Grant Funds

12. The Grantee recognizes the importance of taking all necessary precautions to avoid the misuse of funds and, to this end, the Grantee will maintain standards of conduct among its staff and personnel, and appropriate oversight and control mechanisms with regard to the use of the Grant by it and by any third party to which some or all of the Grant is transferred, to prohibit corrupt, fraudulent, collusive or coercive practices (including in connection with the award and administration of contracts, grants, or other benefits).

13. If the Grantee receives an allegation of misuse of funds disbursed from the Fund to the Grantee and determines that such allegation is credible enough to warrant an investigation, it will promptly notify the Steering Committee and the FCA, to the extent that such notification does not jeopardize the conduct of the investigation. The allegation will be dealt with promptly in accordance with the Grantee's accountability and oversight framework including with regard to initiating and completing an investigation of such allegation. The Grantee will keep the Steering Committee and the FCA informed about the progress of the investigation. Promptly upon completion of the investigation, the Grantee will inform the Steering Committee about the results of the investigation and agree with the Steering Committee and the FCA on the appropriate application of paragraph 15 below.

14. The Grantee acknowledges that the Steering Committee may, at the request of any Contributor or at its own initiative, request that the Grantee or another entity conduct an enquiry, review, or investigation into credible allegations of misuse of funds disbursed from the Fund to the Grantee. The Grantee will promptly undertake such enquiry, review, or investigation at its own expense and report the results to the Steering Committee and agree with the Steering Committee and FCA on the appropriate application of paragraph 15 below. The Grantee will ensure that its subgrantees provide full cooperation in any such enquiry, review, or investigation whether conducted by itself or by another party at the request of the Steering Committee.⁴

⁴ **DRAFTING NOTE:** Where the Grantee is a UN Organization, paragraphs 13 and 14 are replaced with the following paragraphs:

13. If the Grantee receives an allegation by the Grantee or any of its staff or personnel or any implementing partner and such allegation is credible enough to warrant an investigation, it will promptly notify the Fund Secretariat. The allegation will be dealt with promptly in accordance with the Grantee's accountability and oversight framework including with regard to initiating and completing an investigation of such allegation. Promptly upon completion of the investigation, the Grantee will inform the Fund Secretariat about the results of the investigation and agree on the appropriate application of paragraph 15 below. All communications between the Grantee and the Fund Secretariat described in this paragraph shall be subject to not compromising the integrity of any investigation and/or the safety, security, privacy and/or due process rights of any concerned individuals, as well as the Grantee's internal regulations, rules and procedures. The Fund Secretariat shall treat any information it receives from the Grantee as

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15. If the Steering Committee determines that any portion of the Grant, or any supplies and equipment purchased using the Grant, have not been used in accordance with the Programme Document and Budget and this Grant Confirmation Letter (including where there has been theft or diversion by reason of fraud or corruption):

(a) this Grant Confirmation Letter may be suspended or terminated with immediate effect upon written notice to the Grantee; and/or

(b) the Grantee will either (i) repay to the Fund any amounts misappropriated by its own staff; or (ii) agree on appropriate recovery efforts for any amounts misappropriated by third parties and repay to the Fund all amounts recovered.

16. It is understood and agreed that the FCA will convey to each Contributor information received by it under paragraphs 13 and 14 above and that a Contributor may, following consultation with the Steering Committee, the FCA and all other Contributors, and at its own expense, exercise the rights of the Steering Committee set out in paragraph 15 above.

17. Notwithstanding any other provision of this Grant Confirmation Letter, the Grantee recognizes that each Contributor has reserved the right to withhold continued contributions to the Fund if the Grantee does not meet its reporting obligations; or if the Contributor concludes that there is evidence of improper use of funds (including through diversion by reason of fraud or corruption).

18. The Grantee will not be required to commence and continue to implement the activities set out in the Programme Document and Budget while any amount of the Grant requested by the Grantee in accordance with the disbursement schedule is unpaid.

Completion of the Programme

19. The Grantee will advise the Fund Secretariat in writing when all activities described in the Programme Document and Budget have been fully implemented.

confidential and will only disseminate it within the Fund Secretariat and the Fund's governance bodies, and on a strictly need-to-know basis.

14. The Steering Committee will refer to the Grantee all allegations of misuse of funds disbursed to the Grantee pursuant to this Grant Confirmation Letter. The allegation, provided it is credible enough to warrant an investigation, will be dealt with promptly in accordance with the Grantee's accountability and oversight framework including with regard to initiating and completing an investigation of such allegation. The Grantee will keep the Fund Secretariat informed about the progress of any investigation. Promptly upon completion of any investigation, the Grantee will inform the Fund Secretariat about the results of the investigation and agree with the Steering Committee on the appropriate application of paragraph 14 below. All communications between the Grantee and the Fund Secretariat described in this paragraph shall be subject to not compromising the integrity of any investigation and/or the safety, security, privacy and/or due process rights of any concerned individuals, as well as the Grantee's internal regulations, rules and procedures. The Fund Secretariat shall treat any information it receives from the Grantee as confidential and will only disseminate it within the Fund Secretariat and the Fund's governing bodies, and on a strictly need-to-know basis.

Section III
Reporting; Monitoring and Evaluation; Joint Communication

Reporting

1. The Grantee will provide the following reports:
 - (a) within ninety (90) days of the end of each calendar year during the term of the Grant, in the standard reporting format provided by the Fund (i) an annual programmatic report setting out a detailed description of the activities undertaken, the results achieved and lessons learned; and (ii) an annual financial statement setting out the Grant funds received, and the use and expenditure of such funds, it being understood that such financial statements will be certified by the Chief Financial Officer or equivalent officer of the Grantee;⁵
 - (b) within six (6) months of the completion of Programme activities funded by the Grant, a final programmatic report covering the entire period of the Grant in the standard reporting format provided by the Fund;
 - (c) within twelve (12) months of the expiry or termination of the Grant, a final financial report covering the entire period of the Grant in the standard reporting format provided by the Fund, certified by the Chief Financial Officer or equivalent officer of the Grantee; and
 - (d) such other reports or progress updates as the Steering Committee and the Grantee may agree, within applicable policies of the Grantee.

The Grantee will transmit the reports referred to in this paragraph 1 by email, at the email addresses listed in Attachment A to this Grant Confirmation Letter.

Monitoring and Evaluation

2. Monitoring of the implementation of the Programme will be undertaken in accordance with the monitoring arrangements applicable to the Grantee. The Grantee may invite the Steering Committee to nominate one Contributor, at that Contributor's own expense, to accompany the Grantee's supervision missions related to the Programme.
3. Evaluation of the Programme supported by the Fund will be undertaken in accordance with the Programme Document and Budget.
4. A Contributor may, separately or jointly with other Contributors, take the initiative to evaluate or review its support for Programmes through the Fund, with a view to determining whether results are being or have been achieved and whether contributions have been used for their intended purposes as determined by the Steering Committee under the program document. The FCA will be informed about such initiatives. Such Contributor and the Grantee will agree on the scope and terms of reference of such evaluation. The Grantee will, upon request, assist in providing relevant information within the limits of their regulations,

⁵ **DRAFTING NOTE:** For Grantees that are not UN Organizations, add the following words at this point: "... and, at the request of the Steering Committee, will be audited subject to the regulations and rules applicable to the Grantee."

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rules, policies and procedures. All costs will be borne by the respective Contributor, unless otherwise agreed.⁶

Joint Communication

5. (a) The Grantee will provide its full cooperation with the Steering Committee's reasonable request for assistance with communication campaigns concerning the Fund.
- (b) The Grantee may refer publicly to the support provided by the Fund by using the following statement: "[Grantee] gratefully acknowledges financial support provided for this Programme by the Fund to the Global Partnership to End Violence Against Children."
- (c) Neither the Grantee, nor the Fund (or the Fund Secretariat) will not issue any press release or make any public announcement about this Grant Confirmation Letter, or any announcement in connection with the Fund mentioning the name of the other or of the Fund or containing any emblem or logo of the Grantee or of Fund, without the prior written approval of the Grantee or in the case of the Fund, of the Fund Secretariat.
- (d) Except as contemplated by as permitted under sub-paragraph (b) of this paragraph 5 or as necessary in order to give effect to the arrangements contemplated in this Grant Confirmation Letter, the Grantee will not use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, without the prior written permission of UNICEF.

Section IV **Designated Focal Points**

1. The persons identified in the table in Attachment A to this Grant Confirmation Letter will be the primary focal points for discussion and consultation relating to matters arising out of this Grant Confirmation Letter.

Section V **Entry into Effect, Expiration, Termination; Modification**

1. This Grant Confirmation Letter will come into effect when it has been counter-signed by an authorized official of the Grantee. It will expire on the first to occur of the following:
 - (a) the winding up of the Fund in accordance with relevant provisions of the Standard Contribution Agreement/Arrangement for contributions to the Fund;

⁶ **DRAFTING NOTE:** Where the Grantee is an Organization of the UN System, the following sentence will be added at this point:

"It is understood and agreed by all Contributors and the Steering Committee that such evaluations or reviews are to be restricted to programmatic assessments and are not to constitute a financial, compliance or other audit of any Programme or use of Grant funds."

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(b) the date on which the Grantee advises the Steering Committee and the FCA that it has fully implemented the activities set out in the Programme and Budget; or

(c) the expiry of the Grant period identified in the table on the first page of this Grant Confirmation Letter.

2. UNICEF on behalf of the Steering Committee and the Grantee may each terminate this Grant Confirmation Letter by giving the other thirty (30) days' written notice. In addition, this Grant Confirmation Letter may be terminated with immediate effect upon written notice to the Grantee if the Steering Committee determines that the Grantee has failed to comply with Section II, paragraphs 9 through 15.

3. When this Grant Confirmation Letter expires or is terminated, the Grantee will undertake appropriate measures to bring all activities to an orderly and prompt conclusion so as to minimize costs and expense. The Grantee will promptly return to the Fund all Grant funds, including interest, remaining after settlement of all commitments entered into prior to the expiry or receipt of termination notice of this Grant Confirmation Letter. The provisions of Section II, paragraphs 12 through 15 will survive the expiry or termination of this Grant Confirmation Letter.

4. This Grant Confirmation Letter may be modified only by written instrument signed by the Grantee and UNICEF on behalf of the Steering Committee.

Section VI **Settlement of Disputes**

1. Any dispute, controversy or claim between the Parties arising out of, or in connection with, this Grant Confirmation Letter will be resolved through direct negotiations by persons designated by the Parties to undertake such direct negotiations or through such other dispute resolution processes as the Parties to the dispute may agree, including mediation or conciliation. If no agreement is reached within sixty (60) business days (in New York), following such negotiations, mediation or conciliation, any Party to the dispute, controversy or claim may refer the dispute, controversy or claim to arbitration. Any arbitral proceedings shall be conducted in accordance with the UNCITRAL Arbitration Rules then in force.⁷

2. If one of the Contributors invokes the right to direct recourse against the Grantee based on Grant Confirmation Letter Section II paragraph 16, such dispute, controversy or claim, will be resolved through direct negotiations by persons designated by the Grantee and the Contributor to undertake such direct negotiations and should those persons not be able to resolve the matter, the dispute, controversy or claim shall be addressed through such means as the Grantee and the relevant Contributor, in consultation with the chair of the Steering Committee, may agree. If Grantee and Contributor fail to agree such means, the matter shall be referred to arbitration in accordance with the applicable UNCITRAL Arbitration Rules.

Section VII

⁷ **DRAFTING NOTE:** If a UN entity is the Grantee, this sub-paragraph (1) is revised as follows:

(1) Any dispute, controversy or claim between the Parties arising out of, or in connection with, this Grant Confirmation Letter will be resolved exclusively through direct negotiations by persons designated by the Parties to undertake such direct negotiations or through such other dispute resolution processes as the Parties to the dispute may agree, including mediation or conciliation.

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Privileges and Immunities

1. Nothing in this Grant Confirmation Letter will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNICEF, or of any Grantee which is a United Nations System Organization.