

ANNEX B(2)
(Use for Private Sector Companies)

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
UNICEF Comptroller

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

AGREED ON BEHALF OF [Grantee]:

Name:
Title:
Authorized Official

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Date:

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

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ATTACHMENT A
To Grant Confirmation Letter

Summary 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.	Programme Deliverables:¹	
10.	Intellectual Property/ License Terms of Programme Deliverables:	
11.	Focal Point in Secretariat of the Fund to the Global Partnership to End Violence Against Children :	
12.	Email address for Delivering reports under this Grant Confirmation Letter and Disbursement Notices:	
13.	Focal Point in United Nations Children’s Fund Funds Support Office:	

¹ “Deliverables” means and includes all the work to be delivered by the Grantee (including, but not limited to, all software, designs, images and other elements comprised in such work and related Documentation) as a result of the Programme activities funded by the Grant in accordance with the requirements under this Grant letter. “Documentation” means, with respect to any piece of Software, all of the documents, manuals, brochures, materials and books, whether in print or electronic format, which have been prepared by or for the Grantee in order to specify procedures applicable to the use of any software, including but, not limited to, those specifically identified in the Project Document and Budget.

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 the 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.

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Grantee's Responsibility for the Programme

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 in their regulations, rules, policies and procedures.

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, the implementation of the activities described in the Programme Document and Budget, and alleged infringement of copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark in connection with the use by UNICEF, the Fund and other beneficiaries of any Programme Deliverables. The Grantee will indemnify, at its own expense, UNICEF, the Fund, and their respective officials, agents and employees, from and against all suits, claims, demands, losses and liability ("Claims") of any nature or kind, including their costs and expenses, brought by a third party and arising out of the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark in connection with the use by UNICEF, the Fund and other beneficiaries of any Programme Deliverables. UNICEF or the Fund will report any such Claims to the Grantee within a reasonable period of time after having received actual notice. The Grantee will have sole control of the defense, settlement and compromise of any such Claims, except with respect to the assertion or defense of the privileges and immunities of UNICEF, which as between the Grantee and UNICEF only UNICEF itself will assert and maintain.

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, or 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:

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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(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 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.

8. (f) The foregoing 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 paragraphs (a) and (e) above.

Guiding Principles and Testing Standards

9. Unless otherwise set out in this Grantee Letter, the Grantee will ensure that the Programme Deliverables are inter-operable with other open source platforms and that the Programme Deliverables will not be reliant on content, software or hardware that are only available under licenses that are not open source or that are only available for a charge or fee.

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10. The Grantee will ensure that all Programme Deliverables are tested in accordance with the testing protocol and standards described in the Programme Document and Budget and ensuring that all code has at least 80%-unit test coverage in its final form. Unless otherwise set out in the Programme Document and Budget, the Grantee will make all test results publicly available at the same time as making Programme Deliverables available on the relevant GitHub repository. At the Fund's request, the Grantee will provide the Fund with evidence that each Programme Deliverable meets the relevant testing standards.

11. Acknowledging that some Programme Deliverables could potentially be intended to be useable by children, adolescents and/or young adults, the Grantee will apply appropriate standards of care in its testing and outreach to target groups in the development of each of the Programme Deliverables and will comply with international best practice standards and any guidance provided by UNICEF and the Fund regarding engaging children and young people in the development of digital products and services and safeguarding.

12. The Grantee will also comply with the principles set forth in the United Nations Development Group Guidance Note on Big Data for the Achievement of the 2030 Sustainable Development Goals: Data Privacy, Ethics and Protection (the "Guidance Note"), which is available at: <https://unsdg.un.org/resources/data-privacy-ethics-and-protection-guidance-note-big-data-achievement-2030-agenda> with respect to the collection and use of Programme Data.

13. The Grantee further agree that the following guiding principles (the "Guiding Principles")³ will guide the implementation of the Programme activities and Deliverables:

(a) Security: The security of any software applications and their ability to prevent malicious and unintended misuse is an absolute priority. Encryption should be used where appropriate. All communication between systems will use SSL and/or certificates.

(b) Usability: Software applications must be modern, intuitive, and easy to use. It should be built with accessibility (Web Content Accessibility Guidelines / Section 508) in mind. Layouts and features should remain simple, consistent throughout, and to the point.

(c) Scalability: Application must be designed in such a way that it is possible to horizontally scale in the case of a hosted (vs. standalone) deployment.

(d) Extensibility: As much as possible, the system should be built to adapt to varying needs, diverse audiences, changing requirements based on the users' profile. This will be particularly important for the customizations of the software products, as one should aim at developing reusable and adaptable features rather than one-time development for a specific project. Capacity for internationalization and multi-language support are essential to the success of the solution. In this regard, the Grantee acknowledges and understands that the Fund's intention is for the software to be deployed in various countries. The Grantee will have due regard to this goal in providing the Programme Deliverables and will, wherever possible and feasible, ensure that customization of any software is transferable and can be applied in other country contexts. In this regard, the Grantee will continuously consult with the Fund regarding the possibility and feasibility of transferability of different functions of the customization.

(e) Connectivity: The Fund, UNICEF and its partners work all over the world, including the most isolated locations and in regions affected by disasters and conflicts. It is critical to develop

³ **DRAFTING NOTE:** Delete those which are not relevant/applicable.

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solutions to ensure access to essential resources to as many users as possible, online or offline, through Web server or local, standalone deployments in occasionally connected environments.

(f) Self-sustainability: It is expected that few human resources will be available to support the administration of the applications and support users. Therefore, it is critical to aim at designing systems and processes that are as self-sustainable as possible. This implies, for example, the creation of automation, communication templates, workflows, reliable technology, FAQ, inline help and self-training solutions.

Ethical Conduct

14. 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 labor standards.

15. 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.

(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.

(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 employees of the FCA or personnel of the Fund Secretariat has received or will be offered by the

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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

16. 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 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

17. 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).

18. 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 and the FCA about the results of the investigation and agree with the Steering Committee and the FCA on the appropriate application of paragraph 20 below.

19. 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 the FCA on the appropriate application of paragraph 20 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.

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20. 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.

21. It is understood and agreed that the FCA will convey to each Contributor information received by it under paragraphs 18 and 19 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 20 above.

22. 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).

23. 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

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

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

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 the 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

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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.

(e) The Fund reserves the right to make Grantee information, Programme Documents and reports public on its website.

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;
- (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 14 through 20.

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 remaining after settlement of all commitments entered into prior to the expiry or receipt of termination notice of this Grant Confirmation Letter. Additionally, the Grantee will take any other action that may be necessary, or that the Fund may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to this Grant that is in the possession of the Grantee and in which the Fund has or may be reasonably expected to acquire an interest, including but not limited to providing reasonable assistance with any migration of any Programme intellectual property and Programme Data. The provisions of Section II, paragraphs 17 through 20 will survive the expiry or termination of this Grant Confirmation Letter.

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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.

2. If one of the Contributors invokes the right to direct recourse against the Grantee based on Grant Confirmation Letter Section II paragraph 21 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 **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.