



## **UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT**

### **A. SUMMARY OF ACTIVITIES**

<b>Title:</b>	Strengthening institutional capacities for successful integration of children with disabilities in the education system (the " <u>Activities</u> ")
<b>Start/End Dates:</b>	Activities start date: September 2020 Activities end date: September 2024
<b>Location:</b>	Nicaragua
<b>Contribution Amount:</b>	USD 1,000,000.00 (the " <u>Contribution</u> ")
<b>Contributing Agency:</b>	United Nations Development Programme through United Nations Office for South-South Cooperation ("UNOSSC")
<b>Recipient Agency:</b>	United Nations Children's Fund (" <u>UNICEF</u> ")
<b>Nature of Activities:</b>	Implement a project to promote inclusive education with a focus on children with disabilities in the framework of the India-UN Development Partnership Fund.
<b>Purpose</b>	In line with the national priorities, based on the experience and lessons learned from previous cooperation and the added value UNICEF can provide to the country, the program will prioritize inclusion of children with disabilities in regular schools in Nicaragua. The purpose is that at least 15 schools that serve preschool, primary and/or secondary education levels, strategically located, convert themselves into "prototypes of inclusive schools", meeting basic standards to ensure conditions for children with and without disabilities to learn together. To do so, UNICEF will work with the Ministry of Education as well as with children, their families and communities, to ensure that children with disabilities, especially those in conditions of exclusion can have access to inclusive and equitable education services.
<b>Annexes:</b>	-The Programme Document; -The Annual Working Plans from 2020 to 2024.

**Expected outcome:**

In 2024, 15 schools, providing pre-school, primary and/or secondary education services in 15 different departments of the country, become "inclusive school prototypes", meeting the basic standards that guarantee conditions for children with and without disabilities to read, learn and develop themselves together.

The Recipient Agency will be fully responsible for administering the Contribution in accordance with its financial regulations, rules, policies and procedures, and administrative instructions, and carrying out the Activities efficiently and effectively.

**B. BUDGET**

The total budget for the Activities is 1,000,000.00, in USD, as described below.

Summary of activities and BUDGET[1]	Annual					Total (all years)
	2020	2021	2022	2023	2024	
<b>Total programmable amount, including direct costs</b>	89,381.10	208,618.90	282,333.30	160,691.98	166,333.40	<b>907,358.68</b>
<b>Indirect support costs</b>	6,256.68	14,603.32	19,763.33	11,248.44	11,643.34	<b>63,515.11</b>
<b>UNICEF Total programmable amount, including Ind direct costs</b>	<b>95,637.78</b>	<b>223,222.22</b>	<b>302,096.63</b>	<b>171,940.42</b>	<b>177,976.74</b>	<b>970,873.79</b>
<b>UNOSSC GMS</b>	<b>2,869.13</b>	<b>6,696.67</b>	<b>9,062.90</b>	<b>5,158.21</b>	<b>5,339.30</b>	<b>29,126.21</b>
<b>Grand total</b>	<b>98,506.91</b>	<b>229,918.89</b>	<b>311,159.53</b>	<b>177,098.63</b>	<b>183,316.04</b>	<b>1,000,000.00</b>

The Contributing Agency will not be responsible for any financial commitment or expenditure made by the Recipient Agency that exceeds the budget for the Activities. The Recipient Agency will promptly advise the Contributing Agency any time when the Recipient Agency is aware that the budget to carry out these Activities is insufficient to fully implement the Activities in the manner set out in the present Agreement, including its Annex(es). The Contributing Agency will have no obligation to provide the Recipient Agency with any funds or to make any reimbursement for expenses incurred in excess of the total budget as set forth herein.

**C. COSTS RECOVERY**

The Recipient Agency's support costs, determined in accordance with its cost recovery policy, will be paid from the Contribution, in accordance with the budget.

**D. REPORTING****Narrative reporting:**

The Recipient Agency will provide the Contributing Agency with a narrative report on the progress of the Activities on a regular basis, as set out below.

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- (a) Monthly progress updates in form of 2 or 3 bullet points via email to UNOSSC, Secretariat and Trust Fund Manager of the India-UN Fund. This may include description of progress and challenges in project implementation and pictures or other materials on project activities.
- (b) Quarterly progress reports to be submitted within one month of the end date of the quarter;
- (c) A final narrative report shall be due within six months of the end date of the Activities.

**Financial Reporting:**

The Recipient Agency will provide the Contributing Agency with the following financial reports, prepared in accordance with the Recipient Agency's financial regulations, rules, policies, procedures, and administrative instructions using a template provided by UNOSSC:

- (a) Quarterly interim financial reports to be submitted within one month of the end date of the quarter.
- (b) An annual certified financial statement as of 31 December every year to be submitted no later than 31 July of the following calendar year
- (c) A final certified financial statement is to be submitted no later than 31 July of the year following the financial closing of the Project.

**E. CONTRIBUTIONS**

The total amounts paid by the Contributing Agency shall match the total budget amount. For Activities less than one year in duration the Contribution will be paid to the Recipient Agency prior to the commencement of Activities. For multi-year Activities the Contribution will be paid in instalments according to the following schedule of payment:

September-2020:	<b>95,637.78</b>
January-2021:	<b>223,222.22</b>
January-2022:	<b>302,096.63</b>
January-2023:	<b>171,940.42</b>
January-2024:	<b>177,976.74</b>

The Contributing Agency acknowledges that the Recipient Agency will not pre-finance Activities. If the Contribution, or any part of it, is not received in a timely manner, the Activities may be reduced or suspended by the Recipient Agency with immediate effect.

The Contribution will be paid into the following account:

**Bank Name: JP Morgan Chase Bank**  
**Address: 277 Park Avenue, New York NY 10036**  
**SWIFT: CHASUS33XXX**  
**Acct Name: UNICEF NY Cashier's Account No. 1**  
**Account No: 014-1-076224**  
**Fed ABA: 021000021**

When making such transfers the Contributing Agency will notify the Recipient Agency, (for the attention of Paulo Sassarao), by e-mail (psassarao@unicef.org) of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from the Contributing Agency pursuant to this Agreement.

**F. INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights related to the Activities will belong to the Recipient Agency. The Contributing Agency and, if applicable, the relevant programme Government will enjoy a perpetual, royalty-free, non-exclusive and non-transferable license.

**G. CORRESPONDENCE**

All correspondence regarding the implementation of this Agreement will be addressed to:

UNDP: Ms Sumeeta Banerji  
Email: [sumeeta.banerji@unoss.org](mailto:sumeeta.banerji@unoss.org)  
Telephone: +1 (212)906 5336  
Address: 304 E, 45<sup>th</sup> Street, FF-1114, New York, NY 10017, USA

UNICEF: Mr. Paulo Sassarao  
E-mail: [psassarao@unicef.org](mailto:psassarao@unicef.org)  
Telephone: +505 2268-0688/7 Ext: 310  
Address: Edificio San Dionisio, Avenida Suburbana, costado oeste del Colegio Americano, Managua, Nicaragua

**H. AMENDMENTS**

The present Agreement, including its Annex(es), may be modified or amended only by written agreement between the two Agencies.

**I. COMPLETION OF THE ACTIVITIES**

The Recipient Agency will notify the Contributing Agency when all Activities have been completed.

The Recipient Agency will continue to hold any part of the Contribution that is unutilized at completion of the Activities until all commitments and liabilities incurred in the carrying out of the Activities have been satisfied and all arrangements associated with the Activities have been brought to an orderly conclusion.

**J. TERMINATION OF THIS AGREEMENT**

This Agreement will terminate upon satisfaction of all commitments and liabilities incurred in carrying out the Activities and the orderly conclusion of all arrangements associated with the Activities.

This Agreement may be terminated by either Agency at any time by written notice to the other. Termination will be effective thirty (30) days after receipt of the notice. In the event of termination under this paragraph, the two Agencies will cooperate to ensure completion of the Activities, satisfaction of all commitments and liabilities, and the orderly conclusion of all arrangements associated with the Activities.

**K. REFUNDS OF UNSPENT BALANCES**

**OPTIONS:**

1. Upon termination of this Agreement and following the submission of the final financial report, any unspent balance of the Contribution (where the unspent funds exceed US\$1,000) will be returned to the Contributing Agency, unless otherwise agreed in writing by the two Agencies.

OR

2. Upon termination of this Agreement and following the submission of the final financial report, any unspent balance from the Contribution will be returned to the Contributing Agency, unless otherwise agreed in writing by the two Agencies.

**L. SETTLEMENT OF DISPUTES**

The two Agencies will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between the Executive Heads of each of the Agencies.

**M. ENTRY INTO FORCE AND VALIDITY**

This Agreement will enter into force upon its signature by the authorized representatives of the Parties and remain in force until terminated in accordance with Section J above.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in duplicate.

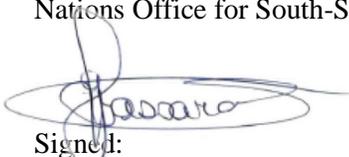
01-Sep-2020

Date: 31 August, 2020

*Jorge Chediek*

Signed:

Jorge Chediek  
On behalf of the United Nations Development Programme through United Nations Office for South-South Cooperation ("UNOSSC")



Signed:

Paulo Sassarao  
On behalf of the United Nations Children's Fund ("UNICEF")