

ANNEX A(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.

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,

Thomas Asare
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 THE GLOBAL PARTNERSHIP TO END VIOLENCE AGAINST CHILDREN

Name:

Title:

Authorized Official

Date:

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

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**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:	

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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 to the Global Partnership to End Violence Against Children ("EVAC") Executive 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 Executive Committee, following review by the Executive 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 Executive 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.
5. Upon receiving instructions from the Executive Committee, the FCA may withhold disbursement of any instalment or reduce the amount of any instalment if the Executive Committee determines that there

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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 Executive Committee have not been fulfilled to the Executive Committee's satisfaction.

If the Executive 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 Executive 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

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

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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 EVAC 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 Executive Committee, any Government or other entity contributing to the Fund pursuant to a Standard Contribution Agreement (a "Contributor"), UNICEF, or the EVAC 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 Executive Committee, any Contributor, UNICEF, or the EVAC 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.

Ethical Conduct

8. 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 in particular complying with relevant provisions of the [Safeguarding Policy of the Global Partnership to End Violence Against Children](#) and internationally agreed core labor standards.

9. 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.

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

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(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 Executive 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, to the extent that such notification does not jeopardize the conduct of the investigation.² 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 Executive Committee or the rosters of experts engaged to assist the Executive Committee, or employees of the FCA or personnel of the EVAC 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

10. 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 Executive Committee, the FCA and the Contributors and, in consultation with the Executive Committee, determine an appropriate response.

Protections against Fraud and Misuse of Grant Funds

11. 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

² **DRAFTING NOTE:** Where the Grantee is a UN Organization, this paragraph is replaced with the following paragraph:

“The Executive Committee, the FCA and the Contributors will be promptly notified of credible allegations of sexual exploitation, abuse, harassment and child safeguarding violations, received or under investigation by the Grantee, through the United Nations Secretary-General’s reporting mechanism, 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.”

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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).

12. 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 Executive 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 Executive Committee and the FCA informed about the progress of the investigation. Promptly upon completion of the investigation, the Grantee will inform the Executive Committee and the FCA about the results of the investigation and agree with the Executive Committee on the appropriate application of paragraph 14 below.

13. The Grantee acknowledges that the Executive 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 Executive Committee. 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 Executive Committee.³

14. If the Executive 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.

15. It is understood and agreed that the Executive Committee will convey to each Contributor information received by it under paragraphs 12 and 13 above and that a Contributor may, following consultation with the Executive Committee, UNICEF and all other Contributors and at its own expense, exercise the rights set out in paragraph 14 above.

16. 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

³ **DRAFTING NOTE:** Where the Grantee is a UN organization, this paragraph is replaced with the following paragraph:

“The Executive Committee will refer to the Grantee all allegations of misuse of funds disbursed from the Fund to the Grantee. 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 Executive Committee and the FCA informed about the progress of any investigation. Promptly upon completion of any investigation, the Grantee will inform the Executive Committee and the FCA about the results of the investigation and agree with the Executive Committee on the appropriate application of paragraph 14 below.”

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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).

17. 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.

18. Except as is otherwise expressly provided for in this Grant Confirmation Letter, or as required in accordance with the Grantee's standard arrangements with the relevant Host Government, all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Grantee develops using the Grant will be in the public domain. Contributors may inter alia use, reproduce, adapt, translate, publish, disseminate and distribute for non-commercial purposes and free of charge all reports and any documents resulting from the Programme.

Completion of the Programme

19. The Grantee will advise the Executive Committee 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 (i) 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;⁴
- (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 Executive Committee and the Grantee may agree, within applicable policies of the Grantee.

⁴**DRAFTING NOTE:** For Grantees that are not UN organizations, add the following words at this point: "... and, at the request of the Executive Committee, will be audited subject to the regulations and rules applicable to the Grantee."

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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 Contributors to nominate one Contributor, at that Contributor's own expense, to accompany the Grantee's supervision missions related to the Programme.

3. Evaluation of Programmes 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, and following consultation with the Executive Committee, 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 Executive 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.⁵

Joint Communication

5. (a) The Grantee will provide its full cooperation with the Executive 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 Global Partnership to End Violence Against Children."

(c) Neither the Grantee, nor EVAC (or the EVAC 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 EVAC without the prior written approval of the Grantee or in the case of EVAC, of the EVAC 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.

⁵ **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 Executive 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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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 Executive 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 EVAC Executive 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 EVAC Executive Committee determines that the Grantee has failed to comply with Section II, paragraphs 8 through 14.

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 11 through 14 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 Executive Committee.

Section VI **Settlement of Disputes**

1. Any dispute, controversy or claim between the Grantee and the Executive Committee arising out of, or in connection with, this Grant Confirmation Letter will be resolved exclusively through direct negotiations by persons designated by the Grantee and the Executive Committee to undertake such direct negotiations. If one of the Contributors invokes the right to direct recourse against the Grantee based on Grant Confirmation Letter Section II paragraph 14, 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

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with the chair of the Executive 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.⁶

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, or of any Grantee which is a United Nations System Organization. **ENDS**

⁶ **DRAFTING NOTE:** The last sentence of this Section VI (“Settlement of Disputes”) is not applicable for UN organization Grantees.

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