

## **TRANSFER AGREEMENT**

### **GLOBAL FINANCING FACILITY FOR WOMEN, CHILDREN AND ADOLESCENTS MULTI-DONOR TRUST FUND (TRUST FUND NO. 073274)**

#### **DISBURSEMENT TRUST FUND NO. TF0B2737**

**TRANSFER AGREEMENT** (the “Agreement”) between the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”), acting as trustee of Global Financing Facility for Women, Children and Adolescents (GFF) Multi-Donor Trust Fund (Trust Fund No. 073274) (the “Trust Fund”), and the United Nations Children’s Fund (“UNICEF”, and together with the Bank, the “Parties” and each a “Party”) through a disbursement trust fund TF No. TF0B2737.

### **PREAMBLE**

**WHEREAS**, the Trust Fund has been established through trust fund administration agreements/arrangements (the “Administration Agreements”) between the Bank and each of the donors (collectively, the “Donors”) contributing funds to the Trust Fund;

**WHEREAS**, pursuant to the Administration Agreements (as such term is defined therein), Eligible Transferees may access Trust Fund resources to carry out activities to help achieve the Trust Fund’s objectives;

**WHEREAS**, UNICEF is named in the Administration Agreements, as an Eligible Transferee under the Trust Fund, in such capacity wishes to access Trust Fund resources in accordance with the terms of this Agreement; and

**WHEREAS**, the Bank and UNICEF now wish to enter into this Agreement relating to the arrangements for the transfer of Trust Fund resources to UNICEF and the administration and use of such resources by UNICEF.

**NOW, THEREFORE**, the Bank and UNICEF hereby agree as follows:

#### **1. DEFINITIONS**

1.1. Capitalized terms used herein, but not otherwise defined in this Agreement, shall have the meanings ascribed to them in the Administration Agreements.

#### **2. TRANSFER OF FUNDS BY THE BANK**

2.1. Promptly following the approval of a funding request by the Trust Fund Committee (the “Allocation”), UNICEF shall submit to the Bank one or more cash transfer request(s) (each a “Cash Transfer Request”), requesting the Bank to transfer an amount of Allocation to UNICEF. Each Cash Transfer Request shall: (i) be substantially in the form attached hereto as Annex A (Form of Cash Transfer Request), (ii) contain all necessary information therein; and (iii) be signed by an Authorized Signatory(-ies) (as defined below).

2.2. Upon receipt of a complete Cash Transfer Request from UNICEF, and subject to availability of resources in the Trust Fund, the Bank shall transfer the amount requested based on the Allocation in United States dollars from the Trust Fund to UNICEF.

2.3. Transfer of Trust Fund funds from the Bank to UNICEF under this Section 2 shall be made to the depository account designated by UNICEF in the relevant Cash Transfer Request in United States dollars unless otherwise agreed between the Bank and UNICEF. The Bank shall notify UNICEF of each such transfer.

2.4. Upon transfer of funds, the Bank shall have no responsibility, fiduciary or otherwise, for the use of Trust Fund funds transferred and activities carried out therewith, nor shall it have any responsibility for collection of any funds due to UNICEF from any recipient of Trust Fund funds or any other entities. UNICEF shall be responsible for reporting to the Trust Fund Committee on the use of Trust Fund funds transferred to it (including, as applicable, on any collection of funds from any recipient of Trust Fund funds or any other entities) and its activities carried out therewith as set out in paragraph 5.2 below. The Bank does not assume any responsibility or liability towards any third party as a result of the use by UNICEF of, or implementation of any activities funded with, the Trust Fund funds transferred to UNICEF.

### **3. ADMINISTRATION OF THE FUNDING ACCOUNT BY UNICEF**

3.1. Except as provided under paragraph 3.2 below, UNICEF agrees that the Trust Fund funds transferred to it under this Agreement shall be kept separate and apart from the funds of UNICEF in one or more dedicated accounts maintained and administered by UNICEF (collectively, the “Funding Account”) in accordance with its regulations, rules, policies, and procedures. UNICEF shall maintain separate records and ledger accounts in respect of the funds deposited in the Funding Account and disbursements made therefrom.

3.2. In order to assist in the defrayment of the costs of administration and other expenses incurred by UNICEF under this Agreement, UNICEF shall deduct from the amount of Allocation transferred to it, and retain for its own account the amount specified by UNICEF for such costs and expenses in the relevant funding request.

3.3. Subject to the terms of this Agreement, UNICEF may manage and invest all funds in the Funding Account in accordance with the regulations, rules, policies, and procedures of UNICEF.

3.4. UNICEF may convert Trust Fund funds received by it in the Funding Account into other currencies to facilitate their administration in accordance with the regulations, rules, policies and procedures of UNICEF; provided that unless additional Allocation is made by the Trust Fund Committee, UNICEF shall not be entitled to receive any additional funding from the Trust Fund to cover any shortfalls where, as a result of exchange rate fluctuations, the funds transferred prove to be insufficient to complete activities contemplated under the funding request based on which an Allocation has been made.

### **4. USE OF FUNDS BY UNICEF**

4.1. Subject to other terms of this Agreement, UNICEF shall be responsible for the use of funds transferred by the Bank and the activities carried out therewith in accordance with:

- (a) its regulations, rules, policies and procedures, including but not limited to its procurement, financial management, disbursement and safeguard policies, its framework to prevent and combat fraud and corruption and its screening procedures to prevent the use of Trust Fund funds to finance terrorist activities; and
- (b) the applicable terms and conditions under which the relevant Allocation has been made, including: (i) the purpose for which they have been provided, and (ii) the applicable decision of the Trust Fund Committee, including the approval of the relevant funding request, based on which the Allocation has been made.

4.2. UNICEF shall use reasonable measures, in accordance with its regulations, rules, policies and procedures UNICEF, to ensure that the Trust Fund funds provided to it are: (i) not used for the purpose of any payment, if such payment is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, and (ii) used for intended purposes and not diverted to terrorists or their agents in line with United Nations member countries' obligations to give effect to the relevant decisions of the Security Council taken under Chapter VII of the Charter of the United Nations. The Parties acknowledge that this provision does not create any obligations of UNICEF under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of any individual United Nations member country.

4.3. If any Trust Fund funds transferred to UNICEF are not used in accordance with the terms of this Agreement, UNICEF shall take necessary actions within its control to address the matter, including, in accordance with its policies, and procedures, using reasonable efforts to recover, and return to the Bank, the funds that were misused. For the avoidance of doubt, if any such funds were misused due to the action of a third party without gross negligence or willful misconduct on the part of UNICEF, UNICEF shall not be required to return any such funds, which are not recovered by UNICEF notwithstanding UNICEF reasonable efforts.

4.4. Promptly following the completion of the activities for which a relevant Allocation has been made, and unless otherwise agreed with the Bank, UNICEF shall return to the Bank, to such account as the Bank may designate, any remaining Trust Fund funds, which were transferred to UNICEF under this Agreement, but for which no further expenditure or disbursement is due to be incurred or made by UNICEF (including, but not limited to, due to a completion, cancellation or amendment of relevant activities for which the relevant Allocation was made) ("Unused Funds"). Pending return to the Bank, UNICEF shall hold any Unused Funds in the Funding Account and report them to the Bank under Section 6 below.

## **5. EXERCISE OF CARE**

5.1. UNICEF shall perform its functions as contemplated in this Agreement, and shall exercise the same degree of care and diligence in the discharge of its functions under this Agreement as it exercises with respect to the administration and management of its own resources or any other funds administered by UNICEF, as applicable.

5.2. Subject to the terms of this Agreement, UNICEF shall do any and all such acts as may be necessary or appropriate for the proper administration of the Funding Account, and shall be responsible for reporting to the Trust Fund Committee on the use of Trust Fund funds transferred to it and delivery of activities financed by them, in accordance with the terms of this Agreement.

5.3. UNICEF acknowledges and agrees that:

- (a) if the Trust Fund Committee reasonably determines through its decision by consensus and after consultation with UNICEF, that UNICEF has failed to comply with its obligations under this Agreement to a material extent, UNICEF and the Trust Fund Committee shall agree on timely and appropriate measures to be taken to resolve this matter. If the Trust Fund Committee and UNICEF fail to agree on the measures to be taken or UNICEF fails to take relevant measures as may be agreed between the Trust Fund Committee and UNICEF, the Trust Fund Committee may instruct the Bank, upon thirty (30) days prior written notice, to suspend cash transfer of Trust Fund funds to UNICEF, until such time as the measures has been taken;
- (b) any Donor may review or evaluate activities financed by the Trust Fund resources transferred to UNICEF at any time up to closure of UNICEF's Funding Account; provided that: (i) the Donor shall have agreed with UNICEF on the scope, and conduct of such review or evaluation, (ii) unless otherwise agreed by UNICEF, UNICEF has received confirmation from the relevant Donor that all associated costs, including any costs incurred by UNICEF, will be borne by the Donor, and (iii) UNICEF shall provide all relevant information within the limits of UNICEF's applicable regulations, rules, policies and procedures. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Funding Account;
- (c) if any Donor becomes aware of information that indicates that any Trust Fund resources transferred to UNICEF are not used for intended purposes, such Donor may notify the Trust Fund Committee and the Bank of such information so that the Trust Fund Committee may consult with UNICEF and/or take an action as set forth in paragraph 5.3 (a) above.

5.4. For the avoidance of doubt, notwithstanding any suspension of the cash transfer of Trust Fund funds to UNICEF under paragraph 5.3 (a) and/or paragraph 6.6, all of the provisions of this Agreement shall continue in full force and effect except as specifically provided in this Agreement.

## **6. RECORDS AND REPORTING**

6.1. UNICEF shall, in accordance with its regulations, rules, policies and procedures, maintain books, records, documents and other evidence in accordance with its usual accounting procedures, to substantiate sufficiently the use of the Trust Fund funds transferred to it.

6.2. UNICEF shall provide the following financial information to the Trust Fund Committee, through the Bank, prepared in accordance with UNICEF's accounting and reporting procedures and provided in a form and means agreed upon with the Bank:

- (a) Within thirty (30) calendar days after June 30 of each year, an annual unaudited financial report for the activities for which any Allocation to UNICEF was made.
- (b) Within thirty (30) calendar days after June 30 of each year, an annual unaudited financial report of the Funding Account.

- (c) Within eighteen (18) months after the completion of the activities for which any Allocation to UNICEF was made, a final unaudited financial report of the activities for each Allocation, certified by UNICEF's Comptroller.
- (d) Within eighteen (18) months after the End Date or in case of early termination of this Agreement, a final unaudited financial report of the Funding Account.
- (e) Such other periodic financial information for the activities for which the Allocation to UNICEF was approved, as may be agreed upon the Bank and the Trust Fund Committee and following consultation with and agreement by UNICEF.

6.3. Unless the Bank and UNICEF agree otherwise, all financial reports provided under this Agreement shall be expressed in United States dollars.

6.4. UNICEF shall provide the Trust Fund Committee, through the Bank, with progress reports for activities funded with Trust Fund funds as follows:

- (a) Within thirty (30) calendar days after June 30 of each year, an annual report on the progress of the implementation of the activities for which an Allocation to UNICEF was made, with reference to the results framework for the Trust Fund agreed between the Bank and the Donors as well as with the results framework for the activities for which each Allocation to UNICEF was approved; and
- (b) Within six (6) months following the completion of such activities, the End Date, or termination of this Agreement, whichever is earlier, a final report on the implementation of the activities for which an Allocation to UNICEF was made.

6.5. UNICEF shall provide the Bank with a list containing the names and signatures of the authorized officers of UNICEF (each, a "Authorized Signatory"), substantially in the form attached to this Agreement as Annex B (Form of Authorized Signatory Letter), as such list shall be revised from time to time as necessary and kept current at all times.

6.6. If the UNICEF fails to provide to the Bank any financial information in accordance with paragraphs 6.2 and 6.4 above, the Bank shall promptly notify the UNICEF in writing of such non-compliance. If the non-compliance has continued for a period of not less than thirty (30) calendar days after the written notification from the Bank, the Bank shall inform the Trust Fund Committee of the non-compliance by the UNICEF. UNICEF acknowledges and agrees that the Trust Fund Committee may, following Trust Fund Committee's consultation with the UNICEF where appropriate, instruct the Bank to suspend any further cash transfer of Trust Fund resources to the UNICEF. Upon such instruction by the Trust Fund Committee, the Bank will, notwithstanding Section 2 above, suspend any further cash transfer of Trust Fund resources to the UNICEF, until such time that the Trust Fund Committee confirms with the Bank that the non-compliance is reasonably resolved or addressed.

## **7. NOTICES**

7.1. All communications concerning this Agreement shall be made to the relevant person at the address, facsimile number, telephone number or electronic mail address as set out below, or at such other addresses or numbers as may be designated from time to time by that Party to the other in writing for that purpose.

(a) For the Bank:

Monique Vledder  
GFF Practice Manager  
Health, Nutrition and Population Global Practice  
International Bank for Reconstruction and Development  
International Development Association  
as trustee of the Global Financing Facility for Women, Children and Adolescents (GFF)  
Multi-Donor Trust Fund  
1818 H Street NW  
Washington, D.C. 20433  
U.S.A.

Telephone: 1 (202) 473-1000  
E-mail: GFF@worldbank.org

(b) For UNICEF:

Carla Haddad Mardini  
Title: Director  
Division: Public Partnerships Division  
Address: Three UN Plaza, New York, NY 10017, USA

Telephone: +1 212 326 7160  
E-mail: chaddadmardini@unicef.org

For UNICEF with respect to transfer of funds:  
UNICEF Global Shared Services Center  
Email: gssccashier@unicef.org  
& UNICEF New York Headquarters  
Email: devans@unicef.org

## 8. DISCLOSURE

8.1. The Bank and UNICEF agree that this Agreement will be made publicly available. Subject to Section 8.2, the Bank may also disclose in accordance with the World Bank's Policy on Access to Information, any other information related to this Agreement submitted to the Bank by UNICEF under this Agreement.

8.2. If UNICEF provides any information to the Trust Fund Committee, through the Bank in confidence under this Agreement in accordance with UNICEF's policy on disclosure of information, UNICEF shall clearly indicate or mark it in writing as confidential. The Bank shall not disclose to the public such information indicated or marked in writing as confidential, unless UNICEF has given its prior written consent to such disclosure. The Bank may share any such information with the Trust Fund Committee and/or any Donor only with the understanding that the Trust Fund Committee and/or any Donor shall not publicly disclose such information that has been indicated or marked in writing as confidential unless prior

written consent has been obtained from UNICEF or the Donors are otherwise obligated to do so under applicable laws with respect to information in their possession.

## **9. DISPUTE RESOLUTION**

9.1. UNICEF and the Bank, in coordination with the Trust Fund Committee, shall use their best efforts to amicably settle any dispute, controversy or claim arising out of or relating to this Agreement.

9.2. Nothing in this Agreement shall be considered a waiver of any privileges or immunities of the Bank or UNICEF under their respective constituent document, international convention or any applicable law, all of which are expressly reserved.

## **10. EFFECTIVENESS; AMENDMENT**

10.1. This Agreement shall become effective on the date when the last of the two Parties signs it.

10.2. This Agreement may be amended at any time by the written agreement of the Bank and UNICEF.

## **11. TERMINATION**

11.1. The Bank may not transfer Trust Fund funds to UNICEF under this Agreement after June 30, 2028 (or such later date as the Bank may notify to UNICEF in writing) (the “End Date”).

11.2. This Agreement shall terminate upon the occurrence of any of the following: (a) the closure of the Trust Fund, or (b) unless otherwise agreed between the Bank and UNICEF, sixty (60) days after the date of a decision by the Trust Fund Committee to terminate UNICEF’s access to Trust Fund resources for any reason. Either Party may terminate this Agreement at any time before such date upon sixty (60) calendar days’ prior written notice to the other.

11.3. Notwithstanding termination of this Agreement, and unless the Bank and UNICEF agree on another course of action:

- (a) if there are outstanding financial rights and/or obligations incurred by UNICEF in the implementation of activities for which Trust Fund funds have been transferred by the Bank under this Agreement prior to the termination of this Agreement, the provisions of this Agreement shall, subject to subparagraphs (b), (c) and (d) below, continue to apply to any such Trust Fund funds transferred until the outstanding financial rights and/or obligations have been fully satisfied;
- (b) UNICEF shall take any appropriate actions for winding up their affairs in relation to the outstanding financial rights and/or obligations in an expeditious, practicable and reasonable manner;
- (c) UNICEF shall continue to receive in the Funding Account, any amounts due to UNICEF under any Allocation until all relevant rights and/or obligations have been satisfied. UNICEF will hold in the Funding Account Unused Funds from any Allocation until all outstanding financial obligations incurred in the implementation of the activities have been satisfied; and



**Annex A**  
**Form of Cash Transfer Request**

[UNICEF's Letterhead]

[Date]

Ms. Monique Vledder  
Practice Manager  
The World Bank  
As Trustee of the Global Financing Facility for Women, Children and Adolescents Multi-Donor Trust Fund  
1818 H Street NW  
Washington, D.C. 20433  
U.S.A.

**Re: Disbursement Trust Fund No. TF0B2737  
Global Financing Facility for Women, Children and Adolescents Multi-Donor Trust Fund  
United Nations Children's Fund Transfer Agreement --  
Cash Transfer Request**

Dear Madam:

Reference is made to the Transfer Agreement between the International Bank for Reconstruction and Development and the International Development Association (the "Bank") as trustee of the Global Financing Facility for Women, Children and Adolescents Multi-Donor Trust Fund (Trust Fund No. \_\_\_\_\_) (the "Trust Fund") and the United Nations Children's Fund ("UNICEF"), effective on \_\_\_\_\_ (the "Agreement").

Pursuant to Section 1 of the Agreement, UNICEF hereby requests the Bank to transfer US\$\_\_\_\_\_ [*amount of Funds*] from the Trust Fund to UNICEF for UNICEF's use in accordance with the terms of the Transfer Agreement.

Bank Account Details for receipt of the funds:

Bank account name:  
Bank account number:  
Bank name:  
Bank address:  
Bank SWIFT code:  
Routing instructions:

Sincerely,

**UNITED NATIONS CHILDREN'S FUND**

\_\_\_\_\_  
[Name of Authorized Signatory]  
[Title of Authorized Signatory]

**Annex B**

**Form of Authorized Signatory Letter**

[UNICEF's Letterhead]

[Date]

Ms. Monique Vledder  
Practice Manager  
The World Bank  
As Trustee of the Global Financing Facility for Women, Children and Adolescents Multi-Donor Trust Fund  
1818 H Street NW  
Washington, D.C. 20433  
U.S.A.

**Re: Disbursement Trust Fund No. TF0B2737  
Global Financing Facility for Women, Children and Adolescents Multi-Donor Trust Fund  
United Nations Children's Fund Transfer Agreement --  
Authorized Signatory**

Dear Madam:

Reference is made to the Transfer Agreement between the International Bank for Reconstruction and Development and the International Development Association, as trustee of the Global Financing Facility for Women, Children and Adolescents Multi-Donor Trust Fund (Trust Fund No. \_\_\_\_\_), (the "Trust Fund"), and the United Nations Children's Fund ("UNICEF"), dated \_\_\_\_\_ (the "Agreement"). For the purposes of the Agreement, any one of the persons whose authenticated specimen signatures appear below is authorized on behalf of UNICEF to sign any request or report under the Agreement:

<i>[Name], [Position]</i>	Specimen Signature: _____
<i>[Name], [Position]</i>	Specimen Signature: _____
<i>[Name], [Position]</i>	Specimen Signature: _____

Sincerely,

**UNITED NATIONS CHILDREN'S FUND**

\_\_\_\_\_  
*[Name of Authorized Signatory]*  
*[Title of Authorized Signatory]*