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| STANDARD TEMPLATE |
| **STANDARD FORM OF AGREEMENT** **for Use by World Bank Borrowers** |
| Procurement of COVID-19 Vaccines and related Supplies by UNICEFunder Bank-financed Projects |
| **June 24, 2021** |

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**Foreword**

1. This Procurement of COVID Vaccines Standard Form of Agreement is the result of cooperation between the World Bank (“the Bank”)[[1]](#footnote-2) and the United Nations Children’s Fund (“UNICEF”).
2. The provisions in the General Conditions section of this Agreement related to financial management, audit, and fraud and corruption prevention, derive from the Financial Management Framework Agreement (FMFA) and the Fiduciary Principles Accord between the UN agencies (including UNICEF) and the Bank.
3. This Standard Form applies for procurement of vaccines through UNICEF. It also applies for procurement of vaccines financed by the World Bank under the COVAX Cost-Sharing” mechanism for AMC countries and the African Vaccine Acquisition Trust’s (“AVAT”) Advance Procurement Facility.
4. The text shown in *italics* is “*Notes to Users*”, which provide guidance to the implementing entity of the Bank’s Borrower and to UNICEF task team in preparing a specific Agreement. These *Notes to Users* should be deleted from the final version prior to signing of the Agreement.
5. Those wishing to submit comments or questions on this document, or guidance on the use of this template, shall contact unagencies@worldbank.org.

*The Agreement form for use by Borrowers starts from the next page.*

AGREEMENT

**between**

**THE GOVERNMENT OF** **[name of country]**

**and**

**UNICEF, THE UNITED NATIONS CHILDREN'S FUND**

**FOR THE PROCUREMENT OF COVID-19 VACCINES AND RELATED SUPPLIES**

**[AND THE PROVISION OF CERTAIN SERVICES]**

(Credit# **credit number**)

(**Project Name**)

Agreement reference number:

**FORM OF AGREEMENT**

THIS AGREEMENT (together with all Annexes hereto, this “Agreement”) is entered into between THE GOVERNMENT OF [name of country] by and through its Ministry of [ ], having its address at [ ] (the “Government”) and the UNITED NATIONS CHILDREN's FUND (“UNICEF”, together with the Government the “Parties” and each a “Party”), an international inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57 (I) of 11 December 1946 as a subsidiary organ of the United Nations, having its office in [name of country] at [address]).

**WHEREAS**

A. UNICEF works with governments, civil society organizations and other partners worldwide to advance children’s rights to survival, protection, development, and participation, and is guided by the Convention on the Rights of the Child. UNICEF and the Government collaborate together to better the lives of children and women in [name of country], in accordance with the Basic Co-operation Agreement between UNICEF and the Government entered into on [date of BCA] (the “BCA”).

B. UNICEF’s Supply Division is mandated to establish a Global Centre for Children’s Supplies and pursues its mandate by, among other things, providing the services of purchasing and/or stocking, set packing and dispatching supplies, equipment, and other materials in support of UNICEF’s programme activities.

C. UNICEF is permitted under UNICEF Financial Regulation 5.2 and Financial Rules 105.5 to 105.8, to enter into arrangements with Governments, other organizations in the United Nations system, and governmental and non-governmental organizations, to undertake activities on their behalf for the purchase of supplies, equipment and services where such materials and services are required for purposes related to UNICEF activities and consistent with the aims and policies of UNICEF.

D. The Government, working with its development partners including UNICEF and the World Bank (the “Bank”)[[2]](#footnote-3), has designed and is implementing a project [*insert Project’s name*] (the “Project”). The Government *[insert what is relevant: “*has received” *or* “will receive”*]* funds from the Bank (the “Financing”) towards the cost of the Project pursuant to a legal agreement between the Government and the Bank for the Project (the “Financing Agreement”).

E(1). **[FOR COVAX FACILITY]**The Government, in order to obtain access to COVID-19 vaccines for its population, has signed a Confirmation Agreement dated *[insert date]* (“Confirmation Agreement”) to participate in the COVID-19 Vaccine Global Access Facility (“COVAX”), a mechanism through which demand and resources are pooled to support availability of, and equitable access to, Vaccines against COVID-19 for all participating economies and has requested the Bank to include a vaccine purchase component under the Project to purchase the vaccines listed in Annex I to this Agreement[[3]](#footnote-4).

E(2). **[FOR AVAT FACILITY]**The Government, in order to obtain access to COVID-19 vaccines for its population, has signed a Commitment Undertaking dated *[insert date]* (“Commitment Undertaking”) to participate in the African Vaccine Acquisition Trust’s (“AVAT”) Advance Procurement Facility (“APC”) a mechanism structured in collaboration with Afreximbank to ensure Africa’s access to the COVID-19 vaccines, by providing assurance for payment to identified vaccine manufacturers that have vaccine orders placed through the African Medical Supplies Platform (“AMSP”), and has requested the Bank to include a vaccine purchase component under the Project to purchase the vaccines listed in Annex I to this Agreement.

F. The Government, as part of Project implementation, has asked UNICEF to procure the supplies listed in Annex I to this Agreement (the “Supplies” and each category of Supplies a “Supply Item”) on behalf of the Government for use in connection with the Project, and to provide services if any listed in Annex VIII to this Agreement (the “Services”), in connection with the procurement of Supplies, and UNICEF has agreed to procure the Supplies and provide the Services if any in accordance with this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Government intends to apply a portion of the proceeds of the Financing, up to an amount of **[amount in words] ([amount in figures])** (the “Total Funding Ceiling”), to eligible payments under this Agreement. The Total Funding Ceiling is UNICEF’s good faith best estimate as of the date of that estimate of (a) the likely total cost of procuring the entire quantity of Supplies contemplated under this Agreement at the same time and reasonably close to the date of the estimate; (b) the likely freight and insurance costs and handling fee calculated based on that estimate; (c) the likely total cost of providing the Services if any; and (d) an additional amount of six percent (6%) of the amounts referred to in (a) and (c) as a contingency against price and foreign exchange fluctuations.
2. This Agreement is signed and executed in the *[insert the applicable language: English/French/Spanish*] language, and all communications, notices, modifications and amendments related to this Agreement shall be made in writing and in the same language *[or replace with the applicable language]*.
3. This Agreement becomes effective on the date of its last signature (the “Effective Date”).
4. All activities under this Agreement shall be fully completed and all expenses incurred by *[insert date]* (the “Completion Date”)[[4]](#footnote-5). The Completion Date can’t exceed the Project Closing Date. UNICEF shall issue the final financial statement not later than the Completion Date.
5. The Government designates [*insert the name and title*] and the UNICEF designates [*insert the name and title*] as their respective authorized representatives for the purpose of coordination of activities under this Agreement. The contact information for the authorized representatives is as follows:
6. Government representative: [*insert phone, e-mail and fax*]
7. UNICEF representative: [*insert phone, e-mail and fax*]
8. For the Project coordination purposes, the Bank’s staff contact information is as follows:
9. Bank Task Team Leader: [*insert the name, phone and e-mail*]
10. This Agreement shall be interpreted in a manner that ensures it is consistent with the provisions of the BCA and the provisions of the 1946 Convention on the Privileges and Immunities of the United Nations (the “General Convention”).
11. Nothing contained in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNICEF, under the General Convention, the BCA, or otherwise.
12. The Government confirms that no official of the UNICEF has received or will be offered by the Government any benefit arising from this Agreement. UNICEF confirms the same to the Government. The Parties agree that any breach of this provision is a breach of an essential term of this Agreement.
13. The agreement documents for this Agreement are the following:
14. General Conditions of Agreement
15. Annexes:

Annex I The Supplies, including technical requirements for the Supplies and projected quantities and timetable for use in the Project

Annex II Schedule of UNICEF Standard Handling Fees for Procurement of Supplies

Annex III Elements to be included in Procurement Requests

Annex IV Elements to be included in Cost Estimates

Annex V Payment Information and Template for Payment Request

Annex VI Template for Acceptance Document

Annex VII Template for Financial Utilisation Reports

Annex VIII The Services, including terms of reference, timing and deliverables, and estimated cost for the Services (including all relevant fees and other charges).

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

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| **The Government of [name of country]** **By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Name:**  [ ] **Title:** [ ] **Date :** [ ] | **UNICEF, the United Nations Children’s Fund****By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name:**  [ ] **Title:** [ ]**Date :** [ ]  |

**GENERAL CONDITIONS OF AGREEMENT**

##### Article I

##### Definitions

1. In this Agreement, the following terms shall have the following meanings:
2. Contingency means a separately identified amount equal to six percent (6%) of the estimated cost of procuring the Supplies and providing the Services if any, as set out in the Cost Estimate to which it relates, to be used by UNICEF as a contingency against changes in the cost of the Supplies (including by reason of currency fluctuations) and the cost of Services if any, between the date of that Cost Estimate and the date on which payment for the Supplies or Services referred to in that Cost Estimate is due.
3. Cost Estimate means the document referred to in Article IV, paragraph 5 setting out the information listed in Annex IV, provided by UNICEF to the Government in response to a Procurement Request delivered by the Government.
4. Completion Date means as defined in the Form of Agreement, paragraph 4.
5. Delivery Schedule means the preliminary delivery schedule for each Supply Item and Services if any as set out in the relevant Cost Estimate.
6. Financing means as defined in Whereas Section D.
7. Financing Agreement means as defined in Whereas Section D.
8. Final Accounts means the accounts prepared pursuant to Article VI, paragraph 4 of this Agreement.
9. Freight and Insurance Cost means the cost of shipping the Supplies from their place of dispatch to the Port of Entry (packing and terminal services inclusive) and insurance, and the cost of insuring the Supplies in transit in accordance with this Agreement.
10. Handling Fee means the UNICEF charge for undertaking the requested procurement of Supplies calculated in accordance with the schedule of UNICEF’s standard Handling Fees set out in Annex II.
11. Non-Warehouse Items means goods and equipment that are neither Warehouse Items nor Vaccines.
12. Payment Request means the document referred to in Article IV, paragraph 5.
13. Port of Entry means the delivery facility, specified in a Cost Estimate following consultation between UNICEF and the Government, at which the Supplies officially enter the country, such as but not limited to an international airport, major seaport, or train or truck terminal.
14. Procurement Request means the document referred to in Article IV, paragraph 3.
15. Release Certificate means the document referred to in Article V, paragraph 8 (f) (iv), issued by the national regulatory authorities of the place where the Vaccine to which it relates is manufactured confirming that the national regulatory authority has completed its quality control tests on the Vaccines in question and authorising the release of those Vaccines for use.
16. Services means the services referred to in Annex VIII.
17. Supplies means the supplies listed in Annex I, including Vaccines.
18. Supply Item means an individual product type or category, including Vaccines, which the Government requests, by way of a Procurement Request, UNICEF to procure for it.
19. Total Funding Ceiling means as defined in Section 1 of the Form Agreement.
20. UN Commitment means a blanket withdrawal application by the Government instructing the Bank to make direct payments to UNICEF of all amounts requested by UNICEF in accordance with this Agreement up to the Total Funding Ceiling.
21. Vaccines means the COVID-19 vaccines which have (i) received regular or emergency licensure or authorization from at least one of the Stringent Regulatory Authorities (SRA) identified by WHO for vaccines procured and/or supplied under the COVAX Facility, as may be amended from time to time by WHO; or (ii) received WHO Prequalification (PQ) or WHO Emergency Use Listing (EUL).
22. Warehouse Items means goods and equipment held in inventory in the UNICEF Supply Division Warehouse(s).

**Article II**

**Scope and General Terms of Agreement**

1. The Parties agree that with respect to Article I(t)(i) above, UNICEF may at the request of the Government, procure vaccines that have only received regular or emergency licensure or authorization from a Stringent Regulatory Authority, if the following conditions have been met: (i) the Government has confirmed in writing acceptance of its full responsibility and liability for incidental, indirect or consequential losses related to the procurement and delivery of such vaccine and (ii) the relevant consignee, having been informed that no assessment report or technical assistance will be provided by WHO, has accepted to receive such vaccine that does not have WHO Prequalification or WHO Emergency Use Listing.

1. UNICEF agrees:

a. to procure the Supplies set out in Cost Estimates accepted by the Government, in conformity with the applicable technical specifications (including warranty periods to be remaining upon dispatch from the supplier or from the UNICEF warehouse to the freight forwarder) and in the quantities set out in each such Cost Estimate, and

b. to arrange for delivery of the Supplies referred to in Article II, paragraph 2(a) in accordance with the delivery information specified in the applicable Cost Estimate agreed between UNICEF and the Government, and

c. to provide the Services, if any, in accordance with this Agreement.

1. The Government agrees, in consideration of the procurement of the Supplies and the provision of the Services if any:
2. to make timely and complete payment to UNICEF of all amounts owing under this Agreement following UNICEF’s issuance of a Payment Request, by authorizing the Bank to pay on the Government’s behalf and
3. to provide such support in connection with the procurement of the Supplies and the provision of the Services as UNICEF and the Government may agree.

4. **[FOR COVAX.:]**The Government further agrees that if the Vaccines are procured through the COVAX Facility, the provisions regarding indemnification and liability which have been agreed in relation to the COVAX Facility framework will be applicable to the supply of Vaccines by UNICEF under this Agreement.

**[FOR AVAT.:]**The Government further agrees that if the Vaccines are procured under AVAT Framework, the Government’s obligation under the Commitment Undertaking to execute indemnification and liability documents between the Government and the manufacturer will be applicable to the supply of Vaccines by UNICEF under this Agreement.

1. Where the Vaccines are not being procured for the Government under the mechanisms referenced above, the Government shall execute such applicable indemnification and liability agreement as may be required by the manufacturer of the Vaccines.

**Article III**

**Payment of amounts owing under**

**this Agreement; Total Funding Ceiling; Contingency**

1. The Government will be responsible for payment of all amounts owing under this Agreement.
2. It is understood that (a) disbursements up to the Total Funding Ceiling will be made by the Bank on behalf of the Government; (b) disbursement by the Bank will be made only at the request of the Government and upon approval by the Bank; (c) such disbursement will be subject, in all respects, to the terms and conditions of the Financing Agreement; and (d) no party other than the Government shall derive any rights from the Financing Agreement or have any claim to the Financing proceeds.
3. The Government’s decision to use all or part of the Financing to make payment of amounts owed under this Agreement in no way affects the Government’s obligation to make timely and complete payment of all amounts owing under this Agreement.

**Article IV**

**Financial matters prior to Commencement of Procurement**

Step 1: Government requests UN Commitment equal to the Total Funding Ceiling

* + - 1. As soon as both the Government and UNICEF have signed this Agreement the Government will make request the Bank to issue a UN Commitment to UNICEF in accordance with Annex V.

Step 2: Government Issues Procurement Requests; Delivery Schedules

2. From time to time thereafter, the Government will send to UNICEF, with a copy to the Bank, a written request (a “Procurement Request”) to undertake the procurement and delivery of Supplies under this Agreement. In the COVAX Facility context, UNICEF will be notified by COVAX when Vaccines are allocated to the country, and such notification will be deemed to constitute a Procurement Request, as if it were submitted by the Government. A Procurement Request may refer to more than one Supply Item. Elements to be included in a Procurement Request are set out in Annex III to this Agreement.

Step 3: UNICEF Issues Cost Estimates

3. UNICEF will review each Procurement Request received from the Government and will send to the Government in response, with a copy to the Bank, a written estimate of the cost of procuring the Supplies referred to in that Procurement Request (a “Cost Estimate”) including the relevant Delivery Schedule(s). UNICEF will use best efforts to provide a Cost Estimate within five (5) working days (in Copenhagen) of receiving a Procurement Request. Elements to be included in a Cost Estimate are set out in Annex IV to this Agreement.

a. The estimated cost of procuring the Supplies set out in the Cost Estimate will be calculated based on the specifications set forth in Annex I, the quantities and consignee details set forth in the Procurement Request to which the Cost Estimate relates, the method of delivery as determined by UNICEF, and the Port of Entry agreed between the Government and UNICEF.

* 1. The estimated cost of procuring the Supplies will include: (i) the estimated freight and insurance; and (ii) the estimated applicable Handling Fee for procuring the Supplies listed in the relevant Procurement Request, calculated in accordance with UNICEF’s standard schedule of handling fees, a copy of which is set out in Annex II to this Agreement.
	2. The Cost Estimate will set out the Contingency applicable to the relevant Procurement Request.
	3. Each Cost Estimate will specify the period of time for which it is valid and may be accepted by the Government.

e. The Cost Estimate will set out the Delivery Schedule for the Supplies to which it relates.

f. If, because a Procurement Request relates to more than one Supply Item the corresponding Cost Estimate relates to more than one Supply Item, then: (i) the estimated applicable Handling Fee set out in the Cost Estimate will be the aggregate of the estimated Handling Fees that would be payable in respect of each individual Supply Item; (ii) the Contingency set out in that Cost Estimate will be the aggregate of the Contingencies that will be payable in respect of each individual Supply Item; (iii) the Delivery Schedule will include all the delivery schedules of Supply Items included in such Cost Estimate; and (iv) the Cost Estimate will specify the period of time for which the estimated cost of procuring each individual Supply Item set out in the Cost Estimate is valid and may be accepted by the Government.

g. Noting the constrained Vaccine market, the details, primarily related to availability and timing, relative to Vaccines included in the Cost Estimates may be subject to change, even after the Government has accepted the Cost Estimate. In such case, UNICEF will notify the Government, and the Government will only be responsible for the expenditures associated with the Vaccines that are delivered.

Step 4: Government Reviews and Accepts the Cost Estimate

4. Within the validity period specified for in a Cost Estimate the Government will advise UNICEF in writing whether it accepts that Cost Estimate or not. If, because a Procurement Request relates to more than one Supply Item the corresponding Cost Estimate relates to more than one Supply Item, then the Government will advise UNICEF in writing whether it accepts all or only part of such Cost Estimate.

Step 5: UNICEF Delivers Payment Request

5. As soon as the Government has accepted a Cost Estimate UNICEF will send to the Bank on behalf of the Government, with a copy to the Government, a payment request (each a “Payment Request”) covering the full amount set out in the Cost Estimate. The template for a Payment Request is set out in Annex V to this Agreement.

1. If, because a Procurement Request relates to more than one Supply Item the corresponding Cost Estimate relates to more than one Supply Item, the Payment Request will cover the amount relating to the Supply Items referred to in such Cost Estimate that the Government wishes UNICEF to procure (including the applicable Handling Fee and Contingency).

Step 6: The Bank Disburses Funds to UNICEF

7. UNICEF will maintain a separate ledger account, through which all UNICEF's receipts and disbursements for the purposes of procuring the Supplies and, if relevant, providing the Services, will be channeled.

In accordance with the instructions in the UN Commitment, the Bank will pay to UNICEF the full amount set out in each Payment Request, by wire transfer of United States dollars in immediately available funds, within ten (10) working days (in Washington DC) of receiving it.

Step 7: UNICEF Initiates Procurement Action

8. Upon receipt of the full amount set out in a Payment Request, and in line with the terms and other requirements identified in the Cost Estimate, UNICEF will initiate the procurement action necessary to procure the Supplies covered by the Payment Request.

9. The Parties recall that under its financial regulations and rules UNICEF may only enter into a binding financial obligation if it has the full amount of funds required to satisfy that obligation and that this requirement will be relevant in calculating the amounts set out in each Payment Request. UNICEF will not be required to initiate or continue procurement actions for the Supplies and, as applicable, initiate or continue providing the Services while any amounts specified in the corresponding Payment Request delivered to the Bank are unpaid.

**Article V**

**Procurement and Delivery of Supplies**

**Procurement of Supplies**

1. The Supplies will be procured, shipped and delivered in accordance with the terms of this Agreement and UNICEF’s regulations, rules, procedures, and administrative instructions for procurement (including its financial regulations and rules that include, inter alia, the requirement that any interest derived by UNICEF from placement of funds, including funds disbursed to UNICEF in accordance with this Agreement, shall be credited to UNICEF’s miscellaneous income).

1. In order to keep costs within the Total Funding Ceiling, UNICEF will consult with the Government for its authorization to adjust the total quantity of the Supplies in order to offset (a) any increase in the price of the Supplies as set out in the Cost Estimate resulting from price changes by the supplier(s) or service providers, currency exchange fluctuations or other incidental costs related to the Supply and Services financed under this Agreement, and (b) any increase in the amount owed for the delivery of the Supplies. The Government shall respond within 10 days, failing which it shall be understood the Government does not authorize such adjustment. The Parties recognise that cost overruns may nevertheless occur and that this provision shall therefore be without prejudice to the Government’s principal obligation to bear the costs of the transaction in accordance with the terms of this Agreement.

**Consignee**

3. Each Cost Estimate will specify the consignee of the Supplies referred to in that Cost Estimate, following agreement between UNICEF and the Government. UNICEF will not act as consignee of the Supplies. The Government or its nominated representative will be the consignee of the Supplies.

**UNICEF or its designated freight forwarder to Provide Relevant Shipping Documents and Product Quality Assurance Documents**

4. UNICEF or UNICEF’s designated freight forwarder will send copies of the relevant shipping documents and required product quality assurance documents (such as Certificate of Analysis), as determined by UNICEF in consultation with the Government, to the specified consignee. UNICEF or its designated freight forwarder will make reasonable efforts to provide these documents at least seven (7) calendar days prior to the arrival of the Supplies; provided however that in the case of non-Vaccines Supplies shipped via air UNICEF or its designated freight forwarder will make reasonable efforts to provide these documents reasonably in advance of arrival. The relevant shipping documents will normally include the following:

a. Copies of suppliers’ invoices which include Supplies description, quantity, unit price, and total amount.

b. Copies of the bill of lading, or copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document.

c. Copies of the packing list identifying contents of each package.

**Insurance**

5. Supplies will be delivered Carriage and Insurance Paid (CIP), per INCOTERMS 2020, to the Port of Entry, unless otherwise agreed in writing. The Government may choose to be responsible for the insurance of the Supplies in transit, in which case the Government shall, prior to the date on which UNICEF enters into a binding contract for the Supplies with the supplier, provide proof satisfactory to UNICEF that the Supplies will be adequately insured while in transit.

**Port of Entry; Delivery**

6. UNICEF will arrange for the Supplies referred to in each Cost Estimate to be shipped to the Port of Entry specified in that Cost Estimate, using UNICEF’s global freight forwarding arrangements. The Port of Entry will be determined through consultation between UNICEF and the Government.

7. UNICEF will inform the Government of any potential or actual delivery delay, including its likely duration and its cause(s), as soon as UNICEF obtains information on such delay. UNICEF will make good faith efforts to ensure that any actual delivery delays are minimised.

Special Provisions relating to Delivery of Vaccines

8. The following additional provisions apply in relation to the supply of Vaccines:

* + - * 1. UNICEF will procure Vaccines pursuant to UNICEF’s standard contracting practices. In view of the shortage of Vaccines on the market, shorter shelf life than the standard established by the World Health Organization (WHO) may occur. Designation of the specific Vaccine batches for the specific shipment will be done shortly before goods readiness and shipment.
				2. The availability and conditions of offer for the Vaccines quoted for in the Cost Estimate will be indicative and shall be confirmed with the supplier upon the Government’s acceptance of the Cost Estimate, and timely transfer of funds to UNICEF Supply Division within the validity period of the Cost Estimate.
				3. In this regard, a firm delivery lead-time for order preparation cannot be established at the time that the Cost Estimate is being issued. The indicative timing of the Vaccine availability from the supplier will be provided once funds for a Cost Estimate are received by UNICEF within the validity of a Cost Estimate, and according to the above considerations.
				4. Pre-Purchase Order documents: Unless otherwise exceptionally agreed between the Parties, UNICEF will only place Purchase Orders once required documentation is available, including 1) executed indemnification and liability agreement between the Government and the vaccine manufacturer, 2) National Regulatory Authority approval for the use of the vaccine in the country, and 3) import authorization.
				5. Shipping documents: For purposes of Vaccines, the relevant shipping documents as stated in Article V, paragraph 4 will be accompanied by (i) flight details; (ii) copy of the supplier’s certificate of origin; and (iii) Release Certificate(s) issued by the relevant National Regulatory Authority for the Vaccines supplied.

f. Packing list: Unless specified otherwise in the Cost Estimate because of particular packing needs, one (1) set of the documents listed hereafter will be attached to the consignment and another set of these documents will be placed inside shipping carton no. 1:

(i) Air Way Bill;

(ii) all supplier’s invoices for that shipment;

(iii) packing list(s);

(iv) Release Certificate(s) as described in paragraph 8.(e) above; and

(v) a blank Vaccine Arrival Report (the “VAR”) form for completion by the specified consignee, to be returned to UNICEF Supply Division, in care of the local UNICEF country office, within three (3) days of delivery.

The VAR form is intended to facilitate documentation of the arrival status of the Vaccines including remaining shelf life, as assessed by the Government, and to assist UNICEF with monitoring such information on a wider basis. A completed VAR form may be interpreted as neither (a) an indication, express or implied, on the part of UNICEF of agreement to or acceptance of any form of liability, claims or other form of obligation related to the data entered in the form, nor (b) as prima facie evidence related to the technical conformity or quality of the delivered Vaccines.

g. Vaccines will be shipped by air. The final delivery date of the Vaccines in the Country is subject to the timely provision of the Pre-Purchase Order documents by the Government and any other specific requirement as specified in the Cost Estimate.

Special Provisions relating to Delivery of Pharmaceuticals

9. The following additional provisions apply in relation to the supply of pharmaceuticals:

a. Purchase orders for pharmaceuticals procured in accordance with this Agreement shall, pursuant to UNICEF’s standard contracting practices, specify that upon dispatch by the supplier such pharmaceuticals shall have a minimum shelf life of not less than the standard established by WHO or as otherwise set out in the relevant Cost Estimate following agreement between UNICEF and the Government.

b. UNICEF will provide the designated consignee with the relevant shipping documents in line with Article V paragraph 4 above.

c. Pharmaceuticals shipped directly from the supplier will be accompanied by a Certificate of Origin where feasible.

10. UNICEF affirms that its Supply Division Copenhagen Warehouse has been issued a Good Distribution Practice (GDP) certification to handle pharmaceuticals by the Danish authorities. UNICEF Supply Division Copenhagen Warehouse is compliant with the European Union's GDP guidelines and is subject to regular inspections by the Danish Medicines Agency. UNICEF will immediately notify the Government if its GDP certification is revoked.

**Acceptance document**

11. Upon arrival of the Supplies at the Port of Entry, the Government will promptly prepare an Acceptance Document and will retain it in the Government file relating to this Agreement. A template for this Acceptance Document is set out in Annex VI to this Agreement. The Government will make a copy of such document available to UNICEF and the Bank upon request.

**Customs Clearance**

12. The Government will be fully responsible for reception, customs clearance and distribution of all Supplies shipped to their final destination unless agreed otherwise in this Agreement.

**Article VI**

**Reporting; Financial Matters**

**Following Procurement and Delivery**

**Reporting**

1. UNICEF will furnish a financial utilisation report (a “Financial Utilisation Report”) to the Government, with a copy to the Bank, for each six months of the term of this Agreement, relating to the periods: (a) 1 January to 30 June, and (b) 1 July to 31 December. Each Financial Utilisation Report will be due within forty-five (45) days of the end of the reporting period to which it relates. Each Financial Utilisation Report will be expressed in U.S. dollars. The exchange rate used for converting expenditures in other currencies will be the UN Operational Rate of Exchange.

2. The template for a Financial Utilisation Report is set out in Annex VII to this Agreement. Each Financial Utilisation Report will set out (a) the total amount of funds received; (b) expenditures in connection with Supplies (including Freight and Insurance and associated charges), during the reporting period and, if applicable, expenditures in connection with the Services (including associated fees and other charges); and (c) the balance Account at the end of the reporting period.

3. Upon request from the Government following consultations between UNICEF and the Government, UNICEF may furnish to the Government, with a copy to the Bank, a supplement to any particular Financial Utilisation Report (a “Supplemental Status Report”), setting out the purchase orders and warehouse deliveries placed by UNICEF during the reporting period in respect of this Agreement, including (a) the respective order numbers; (b) quantity ordered; (c) the selected supplier; and (d) the accumulated quantities of the Supplies delivered.

**Financial Matters after Procurement and Delivery**

4. Final Accounts will be delivered in accordance with the following paragraphs:

* 1. UNICEF will prepare a statement of account to be forwarded to the Government, covering the total cost under this Agreement, and will include any variation in the cost of the Supplies and Services, including penalties and credits due to decrease in price or quantities or scope of Services. This statement will be provided within three (3) months after the final delivery of Supplies and completion of the Services if any under this Agreement and the final disbursement/actual charge by UNICEF under this Agreement. The statement of account shall be submitted no later than the Completion Date.

b. The statement of account will be expressed in U.S. dollars. The UN Operational Rate of Exchange will apply to all currency conversions under this Agreement.

c. In the event that the statement of account indicates a balance of funds in favor of the Government, the Government shall consult with the Bank and the Bank will provide payment instruction to UNICEF with respect to such balance. Payments will be made within thirty (30) days of UNICEF receiving the relevant payment instructions with necessary bank account details from the Government.

d. In the event that the statement of account indicates a balance remaining in favor of UNICEF and notwithstanding any agreed specific payment arrangement such as payment by a third party, the Government will be responsible for ensuring payment of such amounts within thirty (30) days of receipt of the statement of account.

1. UNICEF shall retain until at least four (4) years after the delivery of particular Supplies or providing of particular Services funded by funds provided in response to any individual Payment Request, all records (contracts, orders, invoices, bills, receipts and other documents) relating to such particular Supplies or Services.

5. In this Article VI, “expenditures” includes both disbursements/actual charges and commitments.

**Article VII**

**Services to be Provided by UNICEF**

1. UNICEF will provide the Services referred to in Annex VIII of this Agreement, for the fees and charges set forth in Annex VIII and in accordance with the terms and conditions set out in Annex VIII.
2. In the event that UNICEF is providing Services under this Agreement, the following provisions shall apply:

a. the request for particular Services will be set out in a Procurement Request, which will include a description of the scope of the Services and the completion date;

b. the cost of Services will be reflected in the Cost Estimate provided in response to such Procurement Request and will be calculated based on the nature of Services, the personnel requirements (including staff time and any additional expertise that may need to be secured) for providing the Services;

c. the relevant Payment Request will include amounts in connection with the Services and payment will be made in accordance with Article IV above; and

d. where the Services require that the Government obtains or assists with obtaining permits, licenses and other official approvals or that the Government furnishes powers of attorney or other authorizations to UNICEF, the Government will cooperate in a timely and expeditious manner.

**Article VIII**

**Transparency**

1. The Account shall be subject exclusively to internal and external audit in accordance with UNICEF’s Financial Regulations and Rules. The Parties recall that UNICEF’s financial books and records are routinely audited in accordance with the internal and external auditing procedures laid down in UNICEF’s financial regulations and rules, and that the external auditors of UNICEF, the United Nations Board of Auditors, are appointed by and report to the United Nations General Assembly, of which the Government is member. Throughout the term of this Agreement UNICEF will provide a copy of the financial report and audited financial statements of UNICEF within ten (10) days of these becoming public documents by reason of being presented to the United Nations General Assembly.

2. (a) In the event that the Government, UNICEF, or the Bank becomes aware of information that indicates the need for further scrutiny of the procurement or delivery of the Supplies or providing of the Services (including non-frivolous allegations that reasonably indicate the possibility that corrupt, fraudulent, coercive or collusive practices may have occurred), the entity that has become aware of such information will promptly notify the other two.

 (b) This information will be brought promptly to the attention of the appropriate official or officials at the Government, UNICEF, and the Bank (which in the case of UNICEF is the Comptroller and the Director of the Office of Internal Audit).

 (c) Following consultation with the Government and the Bank, UNICEF will, to the extent the information relates to actions within the authority or accountability of UNICEF, take timely and appropriate action in accordance with its applicable regulations, rules, and administrative instructions, to investigate this information. For greater clarity on this matter the Parties agree and acknowledge that UNICEF shall have no authority to investigate information relating to possible corrupt, fraudulent, coercive or collusive practices by Government officials or by officials or consultants of the Bank.

 (d) To the extent such investigation confirms that corrupt, fraudulent, collusive or coercive practices have occurred and to the extent that remedial action is within the authority of UNICEF, UNICEF will take timely and appropriate action in response to the findings of such investigation, in accordance with its accountability and oversight framework and established procedures, including its Financial Regulations and Rules, where applicable.

 (e) To the extent consistent with UNICEF’s accountability and oversight framework and established procedures, it will keep the Government and the Bank regularly informed by agreed means of actions taken pursuant to this Article VIII, paragraph 2, and the results of the implementation of such actions, including where relevant, details of any recovered amounts. Such recovered amounts, if any, shall be applied in the calculation of the Final Accounts referred to in Article VI, paragraph 4 above, or if such amounts are recovered after the date of the Final Account, the Government will consult with the Bank and provide payment instructions to UNICEF with respect to such amounts.

(f) For the purposes of this Agreement, the following definitions shall apply:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

1. In the event that the Government or the Bank reasonably believes that UNICEF has not complied with the requirements of Article VIII, paragraph 2 above, the Government or the Bank may request direct consultations at a senior level between the Bank, the Government and UNICEF in order to obtain assurances, in a manner consistent with UNICEF’s oversight and accountability framework and respecting appropriate confidentiality, that UNICEF’s oversight and accountability mechanisms have been or will be fully applied. Such direct consultations may result in an understanding between the Government, the Bank, and UNICEF, on any further actions to be taken and the timeframe for such actions. The Parties take note of Article XII of the United Nations Financial Regulations (“External Audit”), incorporated into the Financial Regulations and Rules of UNICEF pursuant to Article XIV thereof.
2. The Government confirms that no official of UNICEF has received or will be offered by the Government any benefit arising from this Agreement. UNICEF confirms the same to the Government. The Parties agree that any breach of this provision is a breach of an essential term of this Agreement.

5. The Government and UNICEF agree and acknowledge that nothing in this section shall be deemed to waive or otherwise limit any right or authority of the Bank or any other entity of the World Bank Group under the Financing Agreement or otherwise, to investigate allegations or other information relating to possible corrupt, fraudulent, coercive, collusive or obstructive practices by any third party, or to sanction or take remedial action against any such party which the World Bank Group has determined to have engaged in such practices; provided however that in this section, “third party” does not include the UNICEF. To the extent consistent with UNICEF’s oversight framework, including regulations, rules, policies and procedures, and if requested by the Bank, UNICEF shall cooperate with the Bank or such other entity in the conduct of such investigations.

6. (a) UNICEF requires any party with which it has a long-term arrangement or to which it intends to issue a purchase order to disclose to UNICEF whether it is subject to any sanction or temporary suspension imposed by any organisation within the World Bank Group. UNICEF will give due regard to such sanctions and temporary suspensions, as disclosed to it in accordance with this Article VIII, paragraph 6(a), when issuing contracts in connection with the procurement or delivery of Supplies or the delivery of Services if any under this Agreement.

 (b) If UNICEF proposes to issue a contract in connection with the procurement or delivery or Supplies or the delivery of Services if any under this Agreement with a party which has disclosed to UNICEF that it is under sanction or temporary suspension by the World Bank Group, the following procedure will apply: (i) UNICEF will so inform the Government, with a copy to Bank, before signing such contract; (ii) the Government and the Bank then may request direct consultations at a senior level between the Bank, the Government and UNICEF to discuss UNICEF’s decision; and (iii) the Bank may thereafter inform UNICEF by notice, with a copy to the Government, that funds disbursed to it under Article IV, paragraph 10 of this Agreement may not be used to fund such contract.

 (c) Any funds received by UNICEF from the Bank under Article IV, paragraph 10 of this Agreement that were to be used to fund a contract in respect of which the Bank has exercised its rights under Article VIII, paragraph 6(b)(iii) above, shall be used to defray the amounts requested by UNICEF in any subsequent Payment Request, if any, or will be treated as a balance in favour of the Government in the calculation of the Final Accounts and treated in accordance with Article VI, paragraph 4(c) of this Agreement.

**Article IX**

**Warranties; Liability and Claims**

**Warranties**

* + 1. UNICEF will pass on any warranty offered by the manufacturer or supplier used by UNICEF (or any other relevant service provider used by UNICEF in connection with this Agreement) to the Government. UNICEF will not accept the return of any purchases procured on behalf of the Government.
		2. UNICEF will procure the Supplies under terms which will include all warranties that are appropriate or available under the circumstances and that expressly enable the Government to benefit directly from such warranties. UNICEF will inform the Government of the relevant terms and conditions of such warranties and require the suppliers to provide copies of the relevant warranties as part of the shipment documentation accompanying the Supplies.

**General Liability and Claims, Liability and Claims Related to Procurement of Supplies excluding Vaccines**

* + 1. Claims against UNICEF arising out of or related to the procurement of the Supplies shall be dealt with in accordance with the provisions of the BCA; provided however that claims related to commercial contracts asserted by parties with which UNICEF has a signed contract will be handled in accordance with the terms of such contract.
		2. UNICEF does not assume liability with regard to any claims arising out of or relating to or connected with this Agreement, including but not limited to those arising out of or relating to any defect in the quality or quantity of Supplies, the delivery of the Supplies, the use of the Supplies, the providing of the Services, or otherwise, unless caused by UNICEF’s failure to execute the procurement or provide the Services if any with reasonable diligence. UNICEF will under no circumstances be liable for any incidental, indirect or consequential damages or for lost revenues or profits arising as a result of UNICEF’s procuring the Supplies, providing the Services, or performance of its obligations or exercise of its rights under this Agreement. UNICEF's total liability in any event will not exceed the value of the procurement of Supplies and Services with respect to which a claim is made.

5. Except for failure to execute the procurement pursuant to a Cost Estimate with reasonable diligence, UNICEF accepts no liability for any third party claims arising out of or related to this Agreement, including but not limited to those arising out of or relating to any defect in the quality or quantity of Supplies, the delivery of the Supplies, the use of the Supplies, the providing of the Services, or otherwise, unless caused by UNICEF’s failure to execute the procurement or provide the Services. The Government indemnifies and will deal with, defend and hold UNICEF harmless in connection with any third-party claim or other cause of action arising out of or relating to this Agreement. In case of dispute on the technical conformity or quality of the World Health Organization (“WHO”) approved vaccines and pharmaceuticals, the Parties accept final assessment by WHO.

6. The Government will be responsible for asserting all claims available to it either (a) automatically, pursuant to purchase contracts entered into by UNICEF; or (b) as a result of the terms under which UNICEF has procured the Supplies. UNICEF will provide all reasonable assistance to the Government in connection with such claims; provided however that UNICEF and the Government shall first reach agreement as to any costs to be incurred in that respect (including but not limited to counsel’s fees or court costs).

7. Any compensation received by UNICEF from manufacturers, suppliers or shippers arising out of or related to contractual or other liability of such manufacturers, suppliers or shippers in connection with the procurement and delivery of the Supplies, in settlement of manufacturer or supplier liability in connection with the sale or shipment of the Supplies shall be for the Government’s account and shall be dealt with by UNICEF in accordance with the Government’s instructions.

**Liability and Claims in relation to Vaccines**

8. Claims against UNICEF arising out of or related to the procurement of the Vaccines shall be dealt with in accordance with the provisions of the BCA; provided, however, that claims related to commercial contracts asserted by parties with which UNICEF has a signed contract will be handled in accordance with the terms of such contract.

9. Except for failure to execute the procurement pursuant to a Cost Estimate with reasonable diligence, UNICEF will not assume liability for any claims including third party claims, of any kind arising out of or relating to the procurement, distribution and use of the Vaccines in connection with this Agreement and supplied pursuant to a Cost Estimate(s). The Government shall be solely responsible for any liability that may arise in connection with the use, administration, storage, handling, or distribution of the Vaccines delivered to the Country.

10. The Government will indemnify, hold harmless and defend, at its own expense, UNICEF, its officials, employees and consultants, from and against all suits, claims, demands, losses and liability of any nature and kind, in connection with any third-party claim or other cause of action arising out of or relating to the Cost Estimate. UNICEF will report any such suits, proceedings, claims, demands, losses or liability to Government within a reasonable period of time after having received actual notice.

10. The Government will be responsible for asserting all claims available to it in accordance with the relevant indemnification and liability agreement, if any, it has signed with the relevant supplier. UNICEF will provide all reasonable assistance to the Government in connection with such claims; provided, however, that UNICEF and the Government shall first reach agreement as to any costs to be incurred in that respect (including but not limited to counsel’s fees or court costs).

11. Any compensation received by UNICEF from suppliers or shippers arising out of or related to contractual or other liability of such suppliers or shippers in connection with the procurement and delivery of the Vaccines, in settlement of supplier liability in connection with the sale or shipment of the Vaccines shall be for the Government’s account and shall be dealt with by UNICEF in accordance with the Government’s instructions.

**Force Majeure**

12. Either Party prevented by force majeure from fulfilling its obligations shall not be deemed in breach of such obligations. The said party shall use all reasonable efforts to mitigate consequences of force majeure. At the same time, the Parties shall consult with each other on modalities of further execution of the Agreement. Force majeure as used in this Agreement is defined as natural catastrophes such as but not limited to earthquakes, floods, cyclonic or volcanic activity; war (whether declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion, disorder; ionising radiation or contaminations by radio-activity; other acts of a similar nature or force.

## Article X

## Interpretation; Privileges and Immunities;

## Settlement of Disputes between the Parties

1. This Agreement shall be interpreted in a manner that ensures it is consistent with the Convention on the Privileges and Immunities of the United Nations, 1946 (the “General Convention”), and the BCA.

2. Nothing contained in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNICEF, under the General Convention, the BCA, or otherwise.

3. Any dispute, controversy or claim between the Parties arising out of or relating to this Agreement, including third party claims but excluding claims by the Government against a supplier pursuant to suppliers’ warranties, shall be dealt with in accordance with the BCA.

**Article XI**

## Term and Termination

1. This Agreement will become effective on the date it is signed by both Parties, and will remain effective until the Completion Date unless otherwise extended by written agreement between the Parties or terminated sooner in accordance with this Agreement. This Agreement may be terminated by either Party upon sixty (60) days’ written notice to the other.

2. Upon receipt by one Party of the other Party’s written notice of termination of this Agreement, the Parties will take all reasonable and necessary measures to conclude the implementation of this Agreement and wind up their activities (including through the preparation of Final Accounts) in an orderly manner and so as not to disrupt implementation of the Project. Without limiting the generality of the foregoing,

1. UNICEF shall return to the Government unanswered all Procurement Requests which have been received but not responded to;
2. UNICEF shall not be required to initiate a Payment Request in relation to any Cost Estimate which has been accepted but for which a Payment Request has not been issued;
3. UNICEF shall not be required to issue purchase orders or otherwise enter into binding purchase agreements in connection with any Cost Estimate for which a Payment Request has been delivered and in relation to which payment has been received by UNICEF; and
4. UNICEF shall prepare Final Accounts in accordance with Article VI, paragraph 4 of this Agreement as promptly as possible (taking into account, among other things, the timing of invoices relating to freight and insurance charges).

3. The provisions of this Agreement will survive expiration or termination to the extent necessary to permit an orderly settlement of accounts between the Parties.

**Article XII**

## Amendments and Modifications; Notices; Confidentiality and Public Relations

**Amendments and Modifications**

* + - 1. This Agreement may be altered, modified or amended only by written instrument duly executed by both Parties.
			2. Amendments to, or cancellation of, or reduction in quantities of Supplies or changes to scope of Services if any, in connection with binding agreements already entered into by UNICEF at the time such amendment, cancellation, reduction or change is proposed, may only be undertaken with the consent of UNICEF. The Government will be responsible for payment in advance of any resulting costs (including but not limited to any penalties imposed by suppliers or service providers).

**Notices**

* + - 1. Any notice or request required or permitted to be given under this Agreement shall be given in writing and delivered by email or by facsimile transmission.

A notice will be deemed “received” twenty-four (24) hours after it is given.

**Public Relations and Confidentiality**

* + - 1. The Parties shall coordinate public relations measures, if any, in regard to their cooperation.
			2. The Parties shall keep confidential any documents, data or other information furnished to each other. The Parties may, however, disclose such information to their subcontractors or partners, as may reasonably be required to execute this Agreement, and provided that the subcontractors or partners shall be bound by similar confidentiality requirements.
			3. The Government agrees to share data and exchange information with UNICEF and for UNICEF to share, publish and report procurement data related to a Cost Estimate, to the extent such information is not restricted by confidentiality agreements between the Government and Suppliers.

**ANNEX I**

## THE SUPPLIES

## Description of the Supplies, including technical information, such as minimum shelf life and relevant warranties.

## Estimated quantities of Supplies, likely total cost of procuring the entire quantity of Supplies.

## Likely Freight and Insurance Cost and Handling Fee.

* Contingency.
* Preliminary Delivery Schedule.

Additional quantities of the Supplies indicated in this Annex I may be procured using remaining balances. In accordance with Article VI 4c, it is the Government's responsibility to consult with the World Bank prior to submitting a Procurement Request utilizing remaining balances. All the provisions of this Agreement will apply, particularly Articles IV and V.

**ANNEX II**

**SCHEDULE OF UNICEF PROCUREMENT SERVICES HANDLING FEES FOR PROCUREMENT OF SUPPLIES UNDER COVID-19 AGREEMENTS**

|  |  |
| --- | --- |
| **Product** | **Handling Fee** |
| COVID-19 vaccines | 3% |
| All other Products under COVID-19 related agreements | Ceiling of 5% |

NOTE:

The handling fee is calculated by applying the relevant fee to the unit product cost. The fee is not applied to the cost of insurance, inspection or freight.

3% handling fee ceiling is exceptionally approved for COVID-19 vaccines.

5% handling fee ceiling is exceptionally approved for other supplies under agreements related to COVID-19 response. All supplies which normally attract a lower handling fee will thus continue to do so, but any supplies that would normally attract a higher handling fee, will be reduced to 5%. Regular handling fees are available on <https://www.unicef.org/supply/handling-fees>

**ANNEX III**

**ELEMENTS TO BE INCLUDED IN PROCUREMENT REQUESTS**

## The following elements should be included in a Procurement Request:

## (Note: As per Article IV 2: In the COVAX Facility context, UNICEF will be notified by COVAX when Vaccines are allocated to the country. The notification provided by the COVAX Facility to UNICEF regarding the Vaccines allocated, is also considered as a Procurement Request, as if it were submitted by the Government.))

## I. Supplies:

## Description of the requested Supply Item, including technical information, such as minimum shelf life and relevant warranties

## Estimated Supply Item quantity

* Requested Delivery Schedule, the preferred mode of transport, Port of Entry, Consignee and other related delivery information

## II. Services:

* Description of Services
* Requested Commencement date and Completion date

**ANNEX IV**

**Cost Estimate Sample**

Date

Recipient’s address

UNICEF Partner Code: [ ]

UNICEF Reference: Cost Estimates Number

Dear [ ]

We are pleased to share with you our Cost Estimate for [ ] totaling USD [ ] valid until [ ], as per your request received on [ ].

In addition to the information on costs, we would like to bring the following to your kind attention:

**1. Delivery**

The estimated prices are in accordance with Incoterms 2020 CIP (Carriage and Insurance Paid To) [ ],
with shipment by [ ].

[Estimated lead times]

The Government or its representative is the consignee. The Government or its representative is therefore responsible for customs clearance, paying taxes, tolls and duties etc. as well as onward transport beyond [ ].

**2. Commodities/Services**

[According to the type of supplies, e.g. Shelf life for Pharmaceuticals and Nutrition, special instructions on Vaccines etc]

[List of documents to be provided: Kindly note that the items will be delivered with the following documents [e.g. Bill of lading, packing list etc].

**3. Memorandum of Understanding (MOU)**

[Reference to relevant WB agreement]

**4. Order Confirmation**

[Information on acceptance of the Cost Estimate, issuance of payment request, initiation of procurement]

**5. Handling Fees**

[Information on UNICEF handling fees]

**6. Contingency Buffer**

[Information on contingency buffer]

**7. Inspection of Goods Received**

[Information on partner inspection of goods upon arrival and related insurance claims]

**8. Statement of Account**

[Information on Statement of Account and related balances, as well as Moving Average Cost for warehouse items]

**9. Cost Estimate**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item No. | WH/NW | Material No. | Description | Quantity | Unit | Unit Price in USD | Amount in USD |
| xx | xx | xx | xx | xx | xx | xx | xx |
|  |  | Handling fee x% = xx |  |  |  |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Cost of supplies |  xx |
| Freight, Insurance & Inspection |  xx |
| Handling fee |  xx |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total estimated costs xx

Contingency Buffer xx

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total amount to be deposited xx

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimated weight/volume : **xx** KG/**xx** CDM

Consignee: Please provide the correct consignee details including contact person, email address and mailing address for this order when reverting with the acceptance of the Cost Estimate.

Deliver terms : CIP [place]

Mode of shipment : [ ]

\*WH = warehouse item; NW = non-warehouse item

Kindly note, for computational purposes, item unit prices figure to three decimal places. Total amounts are quoted to two decimal places.

We appreciate the opportunity to provide a Cost Estimate and hope the information in it is satisfactory. For any further clarification please do not hesitate to contact yourfocal point [ ] or psid@unicef.org.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] [ ]

[authorized official] [authorized official]

##### UNICEF CO: [contact person]

**ANNEX V**

**PAYMENT INFORMATION AND TEMPLATE FOR PAYMENT REQUEST**

1. Payment Conditions for Government
	1. Upon the Government and UNICEF signing this Agreement the Government will request the Bank to issue a UN Commitment to UNICEF for an amount equal to the Total Funding Ceiling. The UN Commitment instructs the Bank to make direct payment to UNICEF of all amounts requested by UNICEF in accordance with this Agreement up to the Total Funding Ceiling and to do so (a) by wire transfer of United States dollars in immediately available funds; (b) within ten (10) working days (in Washington DC) of receiving a request for payment; and (c) to such account as UNICEF may nominate in the Payment Request.
	2. The request to issue the UN Commitment in the form in this Annex shall bear the names of the two UNICEF staff who are authorized to submit payment requests through the Bank’s online disbursements system (Client Connection). In preparing the request for issuance of the UN Commitment, the Government shall ensure that the UNICEF bank account and payment details provided in Client Connection match the payment instructions and details included in the Template for the Payment Request below; and that the names and details of the two authorized UNICEF staff stated in the Payment Request are the same as in the request for issuance of the UN commitment.
	3. The request to issue the UN Commitment shall be submitted by the authorized government signatories for the Project, through Client Connection. The Bank will process the Government’s request to issue the UN Commitment after conducting appropriate due diligence. Upon approval of the UN Commitment, the Bank will send a UN Commitment letter to UNICEF, specifying its terms and conditions.
2. Instructions for authorizing electronic payments

The Chief Finance and Administration of UNICEF Supply Division has authorized the following staff of UNICEF to submit electronic payment requests (disbursement requests):

|  |  |
| --- | --- |
| **Authorised UNICEF Staff 1****Name**:[*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*]**Title**:[*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*]**Date**:[*date/month (in words)/year*] | **Authorised UNICEF Staff 2****Name**: [*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*]**Title**: [*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*]**Date**: [*date/month (in words)/year*] |

1. Instructions for UNICEF
	1. Upon the Bank’s approval of the UN Commitment, the designated UNICEF staff will receive a notification of registration in Client Connection with specific instructions on how to access the system. The designated staff will then be able to log in to the Client Connection and submit payment requests. Client Connection is secured by two-factor authentication using a password and PIN.
	2. Upon receipt of the payment request from UNICEF, the Bank will conduct its due diligence and will process the payment to UNICEF.
	3. Upon completion of procurement and delivery of Supplies and reporting to Government, UNICEF will upload the Financial Utilization Report in the format provided in Annex VII, through Client Connection.
	4. After all statements of account are issued under this Agreement, in the event that there is a balance of funds in favor of the Government, the Government authorizes UNICEF to obtain the relevant payment instructions from the Bank for UNICEF to process the refund to the Bank. UNICEF shall transfer the refund within thirty (30) calendar days of its receipt of the payment instructions.
2. Payment information is provided in the Payment Request in the form below.

**TEMPLATE FOR PAYMENT REQUEST**

**Name of Project:** [name of country] [name of project]

**Credit/Loan: credit number**

|  |  |
| --- | --- |
|  | Amount to be paid, in US dollars, expressed in figures |
| 1. Total amount of funds received to date under the Agreement  |  |
| 2. Total amount committed by UNICEF |  |
| 3. Balance available in the account |  |
| 4. A. Estimated amount to be expended by UNICEF for supplies to be provided to the Government 4.a. Cost of supplies4.b. Freight, insurance, inspection4.c. UNICEF handling fee4.d. Any other agreed-upon charges (e.g. Services) B. Contingency C. Total |  |
| 5. Present requirement of funds from the Government of [name of country]PLEASE PAY |  |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **By bank wire transfer:**Nordea Danmark, filial af Nordea Bank Abp, Finland Bank Address: Vesterbrogade 8, Postboks 850 0900 Copenhagen C (054) DenmarkSWIFT Code: NDEADKKKIBAN: DK42 2000 5005 8488 56Registration Code: 2191Account No: 5005848856**Pay-Through/Intermediary Bank (from or via USA):**Bank of America Merrill Lynch, New York222 Broadway,10038, New York, NYSWIFT: BOFAUS3NABA: 026009593 | **Beneficiary Name:** United Nations Children’s FundUNICEF Supply Division**Beneficiary Address:** Oceanvej 10-122150 NordhavnCopenhagen |

The Chief Finance and Administration of UNICEF Supply Division has authorized the following staff of UNICEF to submit electronic payment requests (disbursement requests):

|  |  |
| --- | --- |
| **Authorised UNICEF Staff 1****Name**:[*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*]**Title**:[*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*]**Date**:[*date/month (in words)/year*] | **Authorised UNICEF Staff 2****Name**: [*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*]**Title**: [*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*]**Date**: [*date/month (in words)/year*] |

The Chief Finance and Administration of UNICEF Supply Division has authorized the following staff of UNICEF to submit electronic payment requests (disbursement requests):

|  |  |
| --- | --- |
| **Authorised UNICEF Staff 1****Name**:[*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*]**Title**:[*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*]**Date**:[*date/month (in words)/year*] | **Authorised UNICEF Staff 2****Name**: [*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*]**Title**: [*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*]**Date**: [*date/month (in words)/year*] |

**TEMPLATE FOR APPLICATION FOR UN COMMITMENT ISSUANCE**



**ANNEX VI**

**TEMPLATE FOR ACCEPTANCE DOCUMENT**

Date: [ ]

Attention: UNICEF

Cc: The Bank

This Notice confirms receipt of the following Supplies:

 Airway Bill No. [ ]

 Purchase Order Number/WH Identifier: [ ]

We find these Supplies to be in apparent good order and in accordance with the conditions of the related procurement request.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

**ANNEX VII**

**TEMPLATE FOR FINANCIAL UTILISATION REPORTS**

*(UNICEF letterhead)*

|  |
| --- |
| World Bank Template |
| References :Customer No. :Date : |

WBS References:

Funds Received/ Transferred Amount in USD

**Total Funds Received/ Transferred**

**Disbursements**

Material Description Quantity Amount in USD

Total Disbursed Supplies and Services

Handling Fee

Freight and Insurance

**Total Disbursements/charges**

**Unexpended/cash balance in your favour**

**Commitments**

Material Description Quantity Amount in USD

Total (Estimated) Committed Supplies and Services

Committed (Estimated) Freight and Insurance

**Total (Estimated) Commitments[[5]](#footnote-6)\***

**Balance**

|  |  |
| --- | --- |
| Prepared by: | Certified by: |

**ANNEX VIII**

**THE SERVICES**

* Description of the Services, including Terms of Reference.
* Estimated date of commencement, if known.
* Estimated cost of the Services (including all relevant fees and other charges).
* Estimated date of completion.
1. References in this Agreement to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA). [↑](#footnote-ref-2)
2. References in this Agreement to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA). [↑](#footnote-ref-3)
3. ***Notes to******UNICEF and Government Users:*** *Select the relevant option between E(1) and (2)that applies to the contract and delete the other*  [↑](#footnote-ref-4)
4. ***Notes to******UNICEF and Government Users:*** *The Completion Date (i) shall allow at least 3 months from the estimated date of completion of the delivery of the supplies and any related services (operational completion) for UNICEF to complete the financial reporting; (ii) cannot exceed the project closing date.* [↑](#footnote-ref-5)
5. \* Commitments represent estimated amounts which are subject to change as additional Purchase Orders are placed. Final actual expenditures may also vary due to foreign exchange rate fluctuations. [↑](#footnote-ref-6)