Memorandum of Understanding

between

THE ASIAN DEVELOPMENT BANK

and

THE UNITED NATIONS CHILDREN’S FUND (UNICEF)

Thursday September 23, 2010
THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) will form the basis of cooperation between the ASIAN DEVELOPMENT BANK and the UNITED NATIONS CHILDREN’S FUND

I. BACKGROUND

A. The Cooperation Partners

1. The Asian Development Bank (the “ADB”) and the United Nations Children’s Fund (“UNICEF”) have a mutual interest in supporting inclusive and sustainable economic growth and poverty reduction in the Asia and Pacific region, including especially the achievement of the Millennium Development Goals (the “MDGs”).

2. The ADB is an international development finance institution whose mission is to help its developing member countries reduce poverty and improve the quality of life of their people. Headquarters were established in 1966 in Manila. ADB is owned and financed by its 67 members, 48 of which are from the region whilst 19 are from other parts of the globe. ADB has Resident Missions in 21 countries of the region; two Regional missions, the Pacific Liaison and Coordination Office and the South Pacific Subregional Office; and Country Offices in the Philippines and Timor Leste. ADB’s partners include governments, the private sector, nongovernment organizations, development agencies, community-based organizations, and foundations.

3. ADB’s focus and strategic directions are set out in Strategy 2020. Under this Strategy, ADB will refocus its operations into five core specializations that best support its agenda, reflect developing member country needs and ADB’s comparative strengths, and complement efforts by development partners: (i) infrastructure; (ii) environment, including climate change; (iii) regional cooperation and integration; (iv) financial sector development; and (v) education. In other areas, ADB will continue operations only selectively in close partnership with other agencies. Strategy 2020 envisages a significant engagement with the private sector. Within that overarching strategic framework, ADB foresees several potential areas for enhanced collaboration and complementary partnerships with UNICEF. These include: (i) education; (ii) gender; (iii) health; and (iv) water and sanitation.

4. UNICEF, a subsidiary organ of the United Nations, is an inter-governmental organization established by the General Assembly of the United Nations in resolution 57(I) of 1946. UNICEF works with Governments and other partners, including international financial institutions, world-wide to advance children’s rights to survival, protection, development and participation, and is guided by the Convention on the Rights of the Child. Promoting the principles and child related thematic areas of the Millennium Declaration and achieving the MDGs with equity is a primary focus of UNICEF’s throughout the world. UNICEF has country programmes of cooperation in 30 countries of the Asia Pacific region where the ADB works, reporting to three separate Regional Offices: East Asia and the Pacific based in Bangkok, South Asia based in Kathmandu, and Central and Eastern Europe/Commonwealth of Independent States based in Geneva.

5. Senior representatives of the ADB and UNICEF have held discussions with a view to enhancing collaboration in line with principles of increased development effectiveness; the Paris Declaration on Aid Effectiveness; and the Accra Agenda for Action.

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2 UNICEF Country Offices: Afghanistan, Armenia, Azerbaijan, Bangladesh, Bhutan, Cambodia, People’s Republic of China, Georgia, India, Indonesia, Kazakhstan, Korea (Democratic People’s Republic of), Kyrgyz Republic, Lao PDR, Malaysia, Maldives, Mongolia, Myanmar, Nepal, Pacific (Fiji), Pakistan, Papua New Guinea, Philippines, Sri Lanka, Tajikistan, Thailand, Timor-Leste, Turkmenistan, Uzbekistan, Viet Nam.
II. THE COOPERATION AGREEMENT

A. Guiding Principles

6. ADB and UNICEF recognize that developing countries have many competing and important priorities, spanning over many sectors. However, where ADB and UNICEF are able to complement and partner with each other in the interests of the poor and vulnerable, and especially children, the following guiding principles should apply:

a) Sustainable and inclusive economic growth is essential to reduce poverty in the region;

b) Country and regional ownership of sound investments in policies and programmes for achieving the MDGs with equity are necessary to ensure sustainable and inclusive development. Achieving equity require specific policies and programmes that are pro-poor, target the most vulnerable, reduce disparities and promote gender equality;

c) Long-term approaches to sustainable investment in children are needed to eliminate intergenerational poverty and associated inequity;

d) Full stakeholder participation (including children themselves) should be encouraged, consistent with available resources;

e) Investment policies and programmes should be evidence-based, results oriented, cost –effective and built on transparent relationships between providers of assistance and beneficiary countries;

f) ADB-UNICEF cooperation should focus on their shared strategic and operational priorities and use their comparative strengths and advantages to yield combined added value;

g) ADB-UNICEF cooperation should facilitate the building of "partnerships and leveraging of resources" for investing in agreed areas of common interest (Appendix A) using the agreement as a platform to link with other partners and provide a scope for opportunistic cooperation with relevant third parties; and

h) ADB and UNICEF both have different, but complementary, capacities and strengths when responding to emergency situations and natural disasters. Collaboration and communication are especially important during those circumstances.

B. Impact and Outcome

7. The scope of the MOU is defined below and has been summarized in Appendix C. Building from the above guiding principles, the expected impact of this MOU is to be the enhanced capacities of ADB and UNICEF to deliver long-term objectives of poverty reduction and inclusive development. The resulting expected outcome would be the improved ADB-UNICEF partnership with synergies for combined added value.

C. Scope of Proposed Cooperation and Activities

8. In implementing the collaboration contemplated in this MOU, ADB and UNICEF intend to achieve the following outputs:

a) Build operational cooperation in the form of joint technical assistance and/or project/programme based work in selected countries where the ADB Country Partnership Strategy and the UNICEF Country Programme share common objectives and approaches towards inclusive development, poverty reduction and achievement of MDGs.

b) Promote the joint research and development of knowledge products, including improved data collection and availability, and the preparation of rigorous analyses which will be used as critical evidence to supporting programme areas of mutual interest. As part of knowledge development ADB and UNICEF may co-sponsor collaboratively the organization of regional and sub-regional meetings and consultations deemed to be of mutual interest and priority.
c) Enhance information and knowledge sharing, including products of lessons learned and evaluation.

d) Provide an enabling environment that promotes technical staff cooperation and increasingly undertake joint analytical work in areas of common interest such as poverty, vulnerability, gender, and resource allocation for health, education, water, sanitation and hygiene, and protection.

e) Improve policy dialogue and consultation on each other’s regional, sub-regional and country-level strategy and programming aspects relating to issues on children and women, where feasible and appropriate. This will include in particular issues related to Public Private Partnerships, monitoring of the impact of the financial and economic crisis, cash transfers, decentralization and the emerging challenge of climate change.

9. ADB and UNICEF acknowledge the partnership’s value, with potential gains in the areas of sharing knowledge, sharing competencies, sharing resources, sharing connections, building trust, building reciprocity, building diversity, and/or building complementarity.

10. ADB and UNICEF recognize that the potential for cooperation will vary significantly in different countries depending on the nature of development challenges, the needs of the country and the scope of the respective country programmes of ADB and UNICEF in each particular case. They agree to review periodically a list of countries in the Asia Pacific region that they should designate for proactive ADB-UNICEF cooperation.

11. ADB and UNICEF agree that their cooperation to start in 2010 will focus on those activities identified in Appendix A and countries identified in Appendix B. These Appendices will be updated from time to time with the mutual written consent of ADB and UNICEF without the need to formally amend this MOU.

12. In addition ADB and UNICEF agree that, in the context of the Paris Declaration on Aid Effectiveness, they will explore, and implement where possible, measures to harmonize their procedures for administration and implementation and aid flow of proposed project cooperation, as indicated in Appendix D, upon concurrence of the respective country authorities in relation to proposed specific measures, to reduce the administrative burden on developing countries and their own respective organizations.

13. The activities of ADB and UNICEF under this MOU are subject to decisions of their respective governing bodies and their respective applicable regulations, rules, policies and procedures.

III. PARTNERSHIP MANAGEMENT AND IMPLEMENTATION

A. Review and Assessment

14. ADB and UNICEF recognize that periodic consultations at both the senior institutional level and at the country level are important events to review the planning, implementation, and outcomes of their cooperation activities as well as discussing results, challenges, opportunities and problems. In this respect, they agree to hold:

a) Institutional consultations periodically as required and not less than once every two years; and

b) Annual country level consultations at the ADB Country Director and UNICEF Representative level in priority countries. An initial list of priority countries is attached in Appendix B.

3 In respect of ADB, the term “Country Director” in this MOU is inclusive of Regional Directors and Country Representatives.
15. Institutional consultations will be the primary mechanisms to:
   
   a) review the implementation of the MOU;
   b) review current joint activities and identify new opportunities for collaboration;
   c) consider any amendments or additions to the MOU; and
   d) set priorities and a work program for joint work over the following period.

**B. Planning, Implementation, Reporting and Evaluation of Activities**

16. On or before the last working day (in Bangkok and Manila) of each calendar year, ADB and UNICEF will prepare:

   (a) A list of all current operational cooperation activities and summary status of implementation based on the key results framework shown in Appendix D;
   
   (b) A joint work programme, including a list with brief description of all planned cooperation activities for the next 12 months which will cover a calendar year; and
   
   (c) An indicative list of planned cooperation areas for the two subsequent years.

17. The ADB and UNICEF agree that:

   a) The appropriate project officers in ADB and Regional Advisers in UNICEF will be responsible for implementing cooperation activities within their areas of responsibility and providing brief reports as necessary on the status of implementation of such activities; and
   
   b) The designated focal points of ADB and UNICEF will annually prepare a joint report on the status of implementation of the cooperation activities.

18. In respect of evaluation:

   a) ADB and UNICEF share a commitment to strengthening monitoring and evaluation of their development assistance efforts and of their engagement with other donors and development partners;
   
   b) As part of their annual consultations, the partners will monitor and assess the performance in implementing their commitments under this MOU. ADB and UNICEF will also monitor and evaluate the effectiveness of this MOU in achieving agreed outcome and outputs;
   
   c) ADB and UNICEF will conduct a joint mid-term review of the cooperation under this MOU to decide on need for continuation, expansion or adjustments in areas of cooperation,
   
   d) A final joint review will be done during the last year of the duration of this MOU for the same purpose. Such reviews will involve the relevant departments and sections of the two organizations.

**C. Exchange of Information**

19. ADB and UNICEF recognize that effective collaboration depends upon open, comprehensive, and regular exchange of information at both the institutional/regional and country levels.

20. ADB and UNICEF agree to share information relevant to their cooperation with regard to:

   a) Conferences, seminars, and workshops being organized or sponsored;
   
   b) Approved regional, country, sector and thematic policy/strategy documents;
   
   c) Approved programme and project documents;

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4 Well-established techniques such as social network analysis will be used to identify areas for potential improvement in the collaboration.
d) Relevant regional programme, country programme, sector, project and other relevant evaluations;

e) The existing Asia/Pacific regional AIDS data website: www.aidsdatahub.org, recognised as a knowledge asset contributing to the regional public good;

f) Co-sponsoring and collaborating on regional consultations in relevant areas including in the planning, commissioning and undertaking preparations of background papers and using available expertise within both institutions as resource persons; and

g) The use, wherever possible of governments’ own monitoring indicators. Where these are not sufficient, ADB and UNICEF will make concerted efforts to then develop joint monitoring frameworks and a few, key, jointly agreed baseline and monitoring indicators, so as to relieve the transaction costs for developing country governments of engaging with different agencies.

21. ADB and UNICEF agree that ADB Resident Missions and UNICEF Country Offices should make appropriate arrangements to facilitate the exchange of information relevant to the cooperation within their country areas of responsibility.

D. Participation

22. ADB and UNICEF recognize that appropriate representation is important to emphasize their common interests, purpose and intentions, as well as to facilitate all aspects of effective cooperation. To encourage this, the two organizations agree to extend reciprocal invitations, where feasible and relevant to the identified areas of cooperation, to attend meetings, conferences, seminars and workshops.

23. ADB and UNICEF agree that their regional offices and their ADB Resident Missions and UNICEF Country Offices should make arrangements, as appropriate, to extend invitations to each other to participate in joint analytical work, joint reviews, meetings, conferences, seminars and workshops convened by them at the country-level within their country areas of responsibility.

E. Promotion of the Cooperation Arrangements

24. ADB and UNICEF recognize that the cooperation arrangements should be publicized, both within each of their organizations and in the general community. They, therefore, agree to:

a) Acknowledge the role and contribution of each organization to their cooperation in all public information documentation relating to instances of such cooperation; and

b) Use each organization's name and emblem in documentation related to the cooperation in accordance with the current policies of each organization, subject to prior written agreement of each party on a case-by-case basis.

IV. GOVERNANCE

A. Focal Points

25. ADB and UNICEF agree to designate focal points for the activities under this MOU as follows:

a) For ADB: Director General, Regional Sustainable Development Department, or designee(s), and

b) For UNICEF: The Regional Director for East Asia and Pacific Regional Office (EAPRO) (representing the Regional Directors for South Asia (ROSA) and the CEE/CIS) or designee(s).

26. ADB and UNICEF agree to designate the ADB Country Directors and UNICEF Representatives as focal points for communications between the two organizations concerning country level cooperation in the priority countries identified in Appendix B.

5 In respect of ADB, wherever Resident Missions are referred to in this MOU, the term will be inclusive of Resident Missions, Regional Missions and Offices.
and UNICEF recognize that the specific roles of the country level focal points may vary significantly in scope and/or intensity depending on context and the ADB and UNICEF programmes in each country of cooperation. Specific activities may be assigned within country by the focal points to various ADB/UNICEF staff based on expertise.

B. Roles and responsibilities of focal points at the regional level

27. The focal points at the regional level will be responsible for:

a) Establishing effective communication and liaison between the regional offices of the two organizations;

b) Facilitating the implementation of all institutional and regional aspects of this MOU, and the opportunities identified for such cooperation;

c) Proactively and regularly publicizing this MOU and the cooperation undertaken under it within their respective organizations;

d) Seeking out opportunities to leverage synergies with other partnership arrangements in their respective organizations with existing or envisaged partners;

d) Facilitating the attendance of representatives of the other organization at the meetings, workshops and seminars held at regional level and other locations where the subject matter of these events are of mutual interest;

e) Convening the periodic senior consultations at the regional level as agreed above to review implementation of this MOU and other matters of mutual interest; and

f) Monitoring implementation of this MOU and reviewing instances of cooperation undertaken by the two organizations in accordance with this MOU.

C. Roles and responsibilities of focal points at the country level

28. Under supervision of the ADB Directors-General and the UNICEF Regional Directors, as may be applicable in each case, the ADB Country Directors and UNICEF Representatives will be responsible for the implementation of agreed country level cooperation within their country areas of responsibility.

29. As focal points at the country level, the ADB Country Directors and UNICEF Representatives will be responsible for preparation and submission, through the ADB Directors-General and the UNICEF Regional Directors, as may be applicable in each case, to the regional office’s focal points, of a report containing:

a) Brief summaries, as necessary on the status of implementation of ADB-UNICEF cooperation within their country areas of responsibility;

b) Annual summary assessments of the results achieved within their country areas of responsibility in the relevant areas of cooperation; and

c) Recommendations for future cooperation within their country areas of responsibility.

D. Term and Review; Amendment

30. This MOU will take effect from the date on which it is signed by the authorized representatives of the two organizations.

31. This MOU will have effect for five (5) years from the date of signature and may be extended by the two organizations by mutual agreement in writing.

32. This MOU may be amended at any time by a written instrument signed by both parties and such amendment will take effect once it has been so signed.

33. This MOU may be terminated by either organization by giving six (6) months’ notice in writing to the other.
E. Resolution of Problems

34. During the term of this MOU, the focal points at regional level will be promptly notified of all problems that impact adversely on the potential of the two organizations to collaborate effectively. The focal points at regional level will take appropriate action to seek an amicable resolution in those cases where these are not resolved at the country level by country-level focal points.

35. If the focal points at regional levels are unable to resolve the problem to the satisfaction of both organizations, the matter will be referred to final decision to the President of the ADB and the Executive Director of UNICEF.

F. Further Agreements; Miscellaneous

36. Any specific cooperation undertaken by the Parties under this MOU will be subject to additional written agreements entered into in accordance with the practices and procedures of the two organizations. The operative rules and procedures in Appendix E will govern the administration of funds transferred between the two organizations.

37. In keeping with the administrative nature of these arrangements, no provision of this MOU will be construed to interfere in any way with the independent decision-making autonomy of the two organizations with regard to their respective affairs and operations.

ASIAN DEVELOPMENT BANK

HARUHIKO KURODA
President

Date: __________________________

UNITED NATIONS CHILDREN'S FUND

ANTHONY LAKE
Executive Director

Date: __________________________
Focus and selectivity

1. Both ADB and UNICEF will focus pro-active cooperation in a selected number of countries and sectors where the two partners have recognized complementary strengths and where there is potential to achieve significant value-added results for children and/or efficiencies in programme/project delivery with such cooperation.

2. Cooperation will be considered in other sectors and in other countries on an opportunistic basis where there are significant benefits with such cooperation and the overhead costs of administration and planning are minimal.

Country- and regional-specific cooperation

3. ADB and UNICEF will:
   a) Complete a summary review of their respective CPS (Country Partnership Strategy) and CP (Country Programme) at the country level to identify where they share common interests with complementary activities;
   b) Designate a selected number of these countries for further proactive cooperation at the country level (Appendix B); and
   c) Outline policy areas that may benefit from expanded regional cooperation (e.g. HIV/AIDS data hub, tracking the impact of the financial crisis).

Sector and thematic cooperation

4. ADB and UNICEF have a common interest in and have set certain sectors and thematic areas as priorities. In 2010, ADB and UNICEF will review the potential for, and where feasible implement, cooperation towards achievement of the MDGs with equity in selected common priority areas:
   a) Reduction of under 5, neonatal, and maternal mortality through strategic analysis and investment in health system delivery in selected countries building on the successful launch of the *Investment Case for Maternal Newborn and Child Health in Asia and the Pacific*;
   b) Leveraging of partnerships and resources for investing in children in selected countries focusing on MDGs 1 (Ending Poverty and Hunger), 2 (Universal Education), 4 (Child Health), 5 (Maternal Health), 6 (Combating HIV/AIDS), 7 (Environmental Sustainability); and
   c) Specifically, ADB and UNICEF will focus their attention on maximizing opportunities for sector and thematic collaboration on:-
      i. Using data/evidence for countdown towards 2015 for the achievement of the MDGs and for advocacy around equity issues including gender equity;
      ii. Improving the quality and relevance of basic education;
      iii. Promoting investments in water, sanitation and hygiene for achievement in the region of water and sanitation as per MDG 7 targets, as well as for adequate water and sanitation facilities in all schools and
the adoption of appropriate hygiene practices;
iv. Strengthening health systems to address maternal and neonatal mortality along the continuum of care;
v. Advocating for HIV/AIDS policies and programmes;
vi. Strengthening of national Child Protection systems to develop capacities for development and costing of conducive policies and programmes to protect children from all forms of abuse, violence, neglect and exploitation;
vii. Cooperating on issues related to Public Private Partnerships;
viii. Monitoring of the impact on children of the financial and economic crisis, Conditional Cash transfers, sharing experiences on decentralization and the emerging challenge of climate change and its impact on children in the area of social policy and economic analysis; and
ix. Addressing child poverty, especially through strengthening social safety nets, promotion of demand-side interventions like cash-transfers and analysis and measures to mitigate the impact of food and financial crises on children.

Knowledge management cooperation

5. Both ADB and UNICEF have stressed the importance of knowledge management within their organizations for evidence-based programming and advocacy. ADB and UNICEF agree to share relevant knowledge generated from the cooperation in the MOU and derived from other sources. ADB and UNICEF also agree to actively seek opportunities for engage in the preparation of joint knowledge products in areas of common interest.

First Periodic ADB-UNICEF Consultation under the ADB-UNICEF MOU

6. ADB and UNICEF will launch the cooperation to be started in 2010 under the framework of the MOU, at a first institutional consultation led by the designated focal points designated in paragraph 24 of the MOU.
COUNTRIES AND REGIONAL AREAS
OF PRIORITY COOPERATION BETWEEN ADB AND UNICEF

<table>
<thead>
<tr>
<th>COUNTRY</th>
<th>PRIORITY AREAS IDENTIFIED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pacific Region</strong></td>
<td></td>
</tr>
<tr>
<td>PNG and Timor Leste</td>
<td>(a) data collection and analysis (global economic crisis), (b) maternal child health.</td>
</tr>
<tr>
<td>Pacific Offices</td>
<td>(a) social protection (global economic crisis); (b) data integrity (linked to country policy)</td>
</tr>
<tr>
<td><strong>East Asia</strong></td>
<td></td>
</tr>
<tr>
<td>Mongolia</td>
<td>(a) nutrition; (b) social impact (global economic crisis)</td>
</tr>
<tr>
<td><strong>South Asia</strong></td>
<td></td>
</tr>
<tr>
<td>Bangladesh</td>
<td>(a) education (extension from basic to secondary education), (b) potential work on secondary primary healthcare.</td>
</tr>
<tr>
<td>Nepal</td>
<td>(a) education, (b) water and sanitation, (c) health investment case</td>
</tr>
<tr>
<td>Pakistan</td>
<td>(a) investment cases in maternal, new born and childcare, (b) budgeting and resource mobilization.</td>
</tr>
<tr>
<td><strong>Southeast Asia</strong></td>
<td></td>
</tr>
<tr>
<td>Cambodia</td>
<td>(a) water and sanitation, (b) education.</td>
</tr>
<tr>
<td>Indonesia</td>
<td>(a) health investment case for child survival, (b) dialogue on water and sanitation in schools.</td>
</tr>
<tr>
<td>Laos</td>
<td>(a) health, including demographic health study, (b) education, and (c) jointly financed water and sanitation program in schools.</td>
</tr>
<tr>
<td>Philippines, Viet Nam</td>
<td>potential analytical and policy work to support an investment case for maternal newborn and child health</td>
</tr>
<tr>
<td><strong>Central and West Asia</strong></td>
<td></td>
</tr>
<tr>
<td>Uzbekistan, Georgia or Armenia</td>
<td>results based approach in social sectors: (a) data analysis and management, (b) health financing.</td>
</tr>
</tbody>
</table>
### Design Summary

**Impact**
Enhanced capability of ADB and UNICEF to deliver long-term objectives of poverty reduction and inclusive development.

**Outcome**
ADB-UNICEF partnership is improved with synergies for combined added value.

**Outputs**
1. Improved **policy dialogue and consultation** on each other's strategy and programming aspects of common interest.
2. **Operational cooperation** in the form of joint technical assistance and/or project/program based work in selected countries built.
3. Joint **development of knowledge products**, including

### Performance Targets and/or Indicators

- By 2016: Achievement of MDGS in the Asia Pacific region.
- Reduction in disparities.
- By 2016: Progressive expansion over the years in the number of common purposes, tasks, and areas of complementary support – against 2009 baseline.
- By 2015: with 2010 baseline
  - One policy dialogue consultation jointly undertaken in education and water sectors in at least 2 countries every three years.
  - Each country strategy of ADB and UNICEF will have one or more preparatory reciprocal reviews/consultation
  - Annually increasing number of technical assistances with joint implementation.
  - Bi-Annually Increasing number of projects/programs with joint

### Data Sources and/or Reporting Mechanisms

- Partnership completion assessment
- Midterm review
- ADB-UNICEF annual and biannual partnership reports
- Midterm report and review
- Independent institutional evaluation on partnership to determine appropriateness of the targets and achievements
- ADB’s Partnership repository system
- ADB-UNICEF annual and biannual partnership reports
- ADB-UNICEF annual partnership workplans
- Midterm report and review

### Assumptions and Risks

- Synergies in long term strategic frameworks of both organizations retained and/or expanded.
- Synergies for combined added value retained, with senior management support
- Conducive environment for partnership development
- Consultations are timely taken.
- ADB and UNICEF program continuation in agreed countries and/or sectors.
- Staff retained; relation and trust developed.
- Budgeted resources for joint collaboration secured on an annual basis.
4. Enhanced **sharing of information** and knowledge products

5. Improved **staff cooperation** through a conducive and enabling environment.

<table>
<thead>
<tr>
<th>Activities with Milestones</th>
<th>Inputs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>To be determined on an annual basis as part of (i) consultations, (ii) agreed workplans.</strong> Activities and milestones will be linked to outputs through an updated results framework.</td>
<td><strong>To be budgeted on an annual basis based on workplans.</strong></td>
</tr>
</tbody>
</table>
# RESULTS FRAMEWORK FOR THE ADB–UNICEF PARTNERSHIP COOPERATION AGREEMENT (MOU)

## KEY RESULT 1: IMPROVED POLICY DIALOGUE AND CONSULTATION ON EACH OTHER’S STRATEGY AND PROGRAMMING ASPECTS OF COMMON INTEREST.

<table>
<thead>
<tr>
<th>Description</th>
<th>Expected Outputs / Results</th>
<th>Indicator</th>
<th>Baseline</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review of CPS of ADB and CP of UNICEF in x countries</td>
<td>(a) Country review report and (b) common interests and areas of collaboration identified</td>
<td># of country reviews conducted Collaboration identified: Yes/No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## KEY RESULT 2: OPERATIONAL COOPERATION IN THE FORM OF JOINT TECHNICAL ASSISTANCE AND/OR PROJECT/PROGRAM BASED WORK IN SELECTED COUNTRIES BUILT.

<table>
<thead>
<tr>
<th>Description</th>
<th>Expected Outputs / Results</th>
<th>Indicator</th>
<th>Baseline</th>
<th>Target</th>
</tr>
</thead>
</table>

## KEY RESULT 3: JOINT DEVELOPMENT OF KNOWLEDGE PRODUCTS, INCLUDING DATA COLLECTION AND ANALYSES PREPARATION PROMOTED.

<table>
<thead>
<tr>
<th>Description</th>
<th>Expected Outputs / Results</th>
<th>Indicator</th>
<th>Baseline</th>
<th>Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment Case for Maternal Newborn and Child Health</td>
<td>The analytical approach underpinning the Investment Case is used to improve the level, and quality, of public expenditure</td>
<td>Number of countries which have used the Investment Case methodology to inform and shape their budgets for Health</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## KEY RESULT 4: ENHANCED SHARING OF INFORMATION AND KNOWLEDGE PRODUCTS.

<table>
<thead>
<tr>
<th>Description</th>
<th>Expected Outputs / Results</th>
<th>Indicator</th>
<th>Baseline</th>
<th>Target</th>
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</thead>
</table>

## KEY RESULT 5: IMPROVED STAFF COOPERATION THROUGH A CONDUCTIVE AND ENABLING ENVIRONMENT.

<table>
<thead>
<tr>
<th>Description</th>
<th>Expected Outputs / Results</th>
<th>Indicator</th>
<th>Baseline</th>
<th>Target</th>
</tr>
</thead>
</table>
Note: The results framework will be used as a tool to record all results achieved over time. Result areas are directly linked to the outputs of the MOU and will be progressively updated and built upon based on annual workplans and annual/biannual consultations. Sample information recorded for reference. The initial baseline is to be established on the ADB-UNICEF MOU Consultations to be held in 2010.
ADMINISTRATIVE ARRANGEMENTS\(^1\)
FOR ADB-UNICEF PROJECT COOPERATION

It is mutually advantageous for ADB and UNICEF to work together in support of a particular project\(^2\) or programme where there are value-added benefits and/or significant administrative efficiencies to be realized from such cooperation.

Where such cooperation is undertaken solely within a particular country, it necessarily takes place within the context of each partner’s collaboration with the Government of that country, as approved by the parties’ respective Boards. The parties can also collaborate on a regional basis.

The choice of the most appropriate modality for cooperation and implementation will be determined by the specific circumstances and benefits possible in the particular case.

It is mutually advantageous to use agreed standard administrative arrangements unless special circumstances require other specific arrangements to be negotiated on a case-by-case basis.

ADB and UNICEF will use standard administrative arrangements for cooperation and implementation as detailed in the applicable section below, including where UNICEF transfers funds to ADB (Section A), where ADB transfers funds to UNICEF (Section B), and where ADB and UNICEF use parallel financing arrangements (Section C). Standard agreements for use in each such modality will be agreed by the parties at the earliest possible time so as to expedite their partnership. Administrative arrangements for project cooperation using other modalities will be negotiated on a case-by-case basis.

SECTION A
COOPERATION WITH FUNDS TRANSFERRED BY UNICEF TO ADB

1. Where ADB is an implementing partner for UNICEF for implementation of a project or programme using UNICEF funds transferred to ADB, an administrative arrangement shall be signed for each such project or programme. This document shall include the administrative arrangements to be used by ADB in administering funds transferred by UNICEF to ADB in accordance with the standard approaches and procedures detailed below, unless otherwise agreed by ADB and UNICEF in special circumstances on a case-by-case basis.

2. Where ADB serves as an implementing partner for UNICEF:
   (a) In the procurement of equipment, goods and services including consultant selection, ADB will use the *ADB Procurement Guidelines* (February 2007, as amended from time to time) and/or *ADB Guidelines on the Use of Consultants* (February 2007, as amended from time to time) as applicable for the procurement of equipment, goods and/or services. ADB will consult in advance with UNICEF if in any particular circumstances ADB wishes to deviate from these guidelines.
   (b) Within the total amount transferred by UNICEF to ADB for the project, seven percent

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\(^1\) The term “administrative arrangements” refers to regulations, rules and procedures to be used for implementation of a project with respect to: access to information, disclosure and confidentiality policies; application of safeguard policies; audit and anti-corruption requirements; financial management requirements; procurement of goods and services (including selection of consultants); project management responsibilities and accountabilities; and public recognition of support.

\(^2\) In this Appendix, “ADB project” refers to a project (including technical assistance) approved and funded by ADB where ADB transfers funds to UNICEF for activities to be implemented by UNICEF. “UNICEF project” (including technical assistance) refers to a programme or project approved and funded by UNICEF where UNICEF transfers funds to ADB for activities to be implemented by ADB. For purposes of this Appendix both “ADB project” and “UNICEF project” are referred to as the “project”.

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(7%) of the total funds transferred by UNICEF to ADB shall be allocated to ADB to cover its administrative overhead costs. Project costs incurred by ADB related to the specific activities to be financed by funds transferred by UNICEF to ADB will be allocated from within the funds transferred by UNICEF to ADB and be additional to the funds provided for the administrative overhead costs.

(c) In reporting on use of payments received from UNICEF that involve foreign exchange transactions, ADB will use ADB’s standard foreign exchange accounting procedures and will advise UNICEF of the procedures used as may be required by UNICEF.

(d) ADB will maintain accounts, records and supporting documentation in accord with standard ADB procedures and format. Generally accepted accounting standards shall be applied to accounting records and annual financial statements.

(e) ADB will provide UNICEF with periodic reports not less than once per year in standard ADB format and frequency. If requested by UNICEF, ADB will provide UNICEF with supplementary information in specific cases where UNICEF needs such information.

(f) To facilitate effective collaboration in connection with such project or programme: (i) the parties shall jointly establish a committee, chaired by a representative of the Host country and including other stakeholders as determined by the parties in consultation with the Host country. Where a coordination or a steering committee is already established for the project or programme, such a committee may be used for this purpose, provided both parties can fully participate and it is chaired by a representative of the Host country; and (ii) the committee shall be advisory to the Host country and the parties, will meet periodically as deemed necessary (annually/semiannually etc), to monitor and review progress and provide advice to the Host country and the parties concerning management and implementation of the project or programme.

SECTION B

COOPERATION WITH FUNDS TRANSFERRED BY ADB TO UNICEF

1. Administrative Arrangement

An administrative arrangement will be signed for each project or programme when ADB transfers funds to UNICEF to implement a project or programme. This document shall include the administrative arrangements to be used by UNICEF in administering funds transferred by ADB to UNICEF in accordance with the standard approaches and procedures detailed below, unless otherwise agreed by ADB and UNICEF in special circumstances on a case-by-case basis. A standard template for the administrative arrangement will be used by ADB and UNICEF.

2. Organizational Responsibilities

The administrative arrangement for the project shall clearly specify that:

(a) UNICEF shall be responsible for the project, using funds that are transferred by ADB to UNICEF for the project or programme; and

(b) UNICEF shall be responsible to ADB for the proper use of funds transferred by ADB to UNICEF, including use for the specific country and purposes for which these funds are approved by ADB.

3. Establishment of a Coordination Committee

To facilitate effective collaboration in connection with such project or programme:

(a) The parties shall jointly establish a committee, chaired by a representative of the Host
country and including other stakeholders as determined by the parties in consultation with the Host country. Where a coordination or a steering committee is already established for the project or programme, such a committee may be used for this purpose, provided both parties can fully participate and it is chaired by a representative of the Host country; and

(b) The committee shall be advisory to the Host country and the parties, will meet periodically as deemed necessary (annually/semiannually etc) to monitor and review progress and provide advice to the Host country and the parties concerning management and implementation of the project or programme.

4. Status Reports on Project Implementation

The applicable UNICEF Country Office (or relevant unit at UNICEF Regional Office) shall provide ADB with semi-annual status reports on progress in implementation of the project or programme as well as the latest approved budget for the project or programme with the progress reports to be in the standard format for UNICEF progress reports, unless otherwise agreed by ADB and UNICEF. If special circumstances so warrant, UNICEF may provide more frequent reporting at the expense of ADB. The specific nature and frequency of this reporting shall be as specified in Article 7 below.

5. UNICEF’s Indirect Programme Costs

(a) To assist in meeting its indirect programme costs (as defined by UNICEF), and within the total amount transferred by ADB to UNICEF for the project, UNICEF shall apply seven percent (7%) of the total funds received from ADB (in accordance with UNICEF Executive Board Decision 2006/7 of 9 June 2006).

(b) Other programme implementation costs (as defined by UNICEF and agreed by ADB) incurred by UNICEF related to the specific activities to be financed by funds transferred by ADB to UNICEF may be included as line items in the budget for utilization of such funds with these costs additional to the funds provided for UNICEF’s indirect programme costs.

6. Currency for Payments, Accounts and Expenditure

(a) All payments by ADB to UNICEF, and all financial accounts and statements submitted by UNICEF to ADB shall be expressed in United States Dollars.

(b) The value of payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations Operational Rate of Exchange in effect on the date of payment, appropriately documented by UNICEF.

7. Advances, Installments and/or other Periodic Payments

(a) Funds to be transferred by ADB to UNICEF shall be paid in semi-annual installments in advance of the implementation of planned activities with the amount of the installment based on the commitments and liabilities that UNICEF estimates it will make during the next semi-annual period, unless otherwise agreed by ADB and UNICEF.

(b) Except for the first installment, subsequent installments will be transferred by ADB to UNICEF on receipt by ADB of a statement of expenditure from the UNICEF office implementing the project, to liquidate the drawdown funds previously made available by ADB. The statement of expenditure will be in the standard UNICEF format for statements of expenditure (also referred to within UNICEF as “utilisation reports”) with reasonable supplementary information provided by UNICEF, consistent with its regulations, rules, and procedures, if needed and requested by ADB. The first such
statement of expenditure will relate to expenditures during the three (3) months after receipt of that installment and shall be accompanied by a request for funds for the following six (6) months period in accordance with Article 7(a) above. Subsequent statements of expenditure, and accompanying requests for funds, will be delivered each six (6) months after that.

8. Annual and final financial statements

(a) UNICEF shall provide ADB an annual financial statement as of 31 December each year, certified by the UNICEF Comptroller, on use of the funds transferred by ADB to UNICEF during that year, not later than 30 June of the following year.

(b) After completion and financial closing of the project or programme, UNICEF shall provide ADB, not later than 30 June of the year following the financial closing, a consolidated final financial statement, certified by the UNICEF Comptroller, on the use of the funds transferred by ADB to UNICEF during the life of the project or programme.

(c) The United Nations System of Accounting Standards shall be applied to accounting records and annual financial statements. It is understood that UNICEF is adopting the International Public Service Accounting Standards (IPSAS) and that IPSAS shall be applied to accounting records and annual financial statements once it is adopted by UNICEF.

9. Format of Financial Statements and Reports

All financial statements as well as other financial reports and statements of expenditure related to funds transferred by ADB to UNICEF will be provided by UNICEF in its standard formats.

10. Ownership and Disposition of Equipment

(a) For the period of implementation, ownership of equipment, supplies and other properties purchased by UNICEF with funds transferred by ADB to UNICEF shall vest in UNICEF.

(b) Unless otherwise agreed by ADB and the relevant Host Government, on completion of the project or programme, all equipment, goods, supplies and/or properties purchased by UNICEF with funds transferred by ADB to UNICEF shall be dealt with in accordance with UNICEF’s existing agreements with the Host Government in the country where the project or programme was implemented and transferred to the beneficiary developing country in accordance with relevant policies and procedures of UNICEF.

11. Project Completion

(a) UNICEF shall notify ADB when all activities relating to the project or programme implemented by UNICEF using funds transferred by ADB to UNICEF have been completed.

(b) UNICEF shall provide to ADB a project or programme completion report in the standard UNICEF format together with reasonable supplementary information requested by ADB in order to prepare its own Technical Assistance/Project Completion Report on use of funds transferred by ADB to UNICEF, consistent with UNICEF’s regulations, rules, and procedures.

(c) Notwithstanding the completion of the project or programme, UNICEF shall continue to hold unexpended funds that have been transferred by ADB to UNICEF for the project or programme until all eligible expenditures incurred prior to completion of the project or programme have been paid and activities brought to an orderly conclusion.
12. **Early Termination**

(a) Either Party may terminate the administrative arrangement before the full implementation of the project or programme by providing the other Party with thirty (30) days’ written notice and the administrative arrangement shall cease to be in force at the end of such thirty (30) days’ period.

(b) Notwithstanding the provisions of paragraph 12(a) above, if either Party is considering exercising its right to early termination of an administrative arrangement, it shall consult with the other Party and with the relevant authorities in the beneficiary developing country before doing so.

(c) In the event of early termination of an administrative arrangement, UNICEF will, within thirty (30) days of the effective date of early termination, provide ADB with a statement of expenditure in accordance with paragraph 8(b) above, covering the period from the previous report provided above until the date of early termination.

(d) In the event of early termination, ADB and UNICEF shall consult with each other about the appropriate steps to be taken and/or any further actions which may be necessary to take with respect to the project or programme, including settlement of any outstanding commitments and liabilities.

13. **Disposition of Unexpended Funds after Completion or Early Termination**

When the project or programme is completed or in the event that the administrative arrangement is terminated early in accordance with paragraph 12 above, any funds that have been transferred by ADB to UNICEF for the project or programme, but not expended by UNICEF, shall be returned to ADB after all eligible expenditures incurred prior to the completion of the project or programme or early termination of the Administrative Arrangement, as the case may be, have been paid.

14. **Internal and External Audit**

(a) The use of ADB funds transferred by ADB to UNICEF for implementation of the project or programme by UNICEF shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of UNICEF.

(b) Should the Biennial Audit Report of the Board of Auditors of UNICEF to its governing body contain observations concerning the project or programme and/or related financial management of funds transferred by ADB to UNICEF for this purpose, such information shall be made available to ADB.

(c) If information about the expenditure of funds transferred by ADB to UNICEF is requested by ADB for conduct of ADB internal and external audits related to transfer of funds by ADB to UNICEF for the project or programme concerned, UNICEF shall provide the information as reasonably requested by ADB to the extent consistent with its regulations, rules, and procedures.

15. **Anti-Corruption Procedures and Investigations**

(a) ADB and UNICEF agree that it is essential to take all necessary precautions to avoid fraudulent and corrupt practices and conflicts of interest. To this end, in implementing the project or programme using funds transferred by ADB to UNICEF, UNICEF shall maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNICEF Staff Manual and relevant Executive Directives, the UNICEF Financial Regulations and Rules and the UNICEF’s Supply Manual and
ADB and UNICEF will consult with each other in respect of any matter that may arise from or in connection to fraudulent and corrupt practices and conflicts of interest with respect to the project or programme.

All allegations of corrupt, fraudulent or collusive practices in connection with the implementation of the project or the programme and the expenditure of funds provided to UNICEF by ADB shall be screened, where credible allegations are confirmed, they shall be investigated promptly, and appropriate follow-up action shall be initiated without delay by ADB in accordance with applicable ADB policies, procedures and guidelines where such allegations involve ADB staff and/or activities and by UNICEF in accordance with applicable UNICEF policies, regulations and rules where such allegations involve UNICEF staff and/or activities. For the purposes of the administrative arrangements entered into under this MOU the following definitions shall apply:

1. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

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

3. “coercive practice” means 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;

4. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

Consistent with ADB’s and UNICEF’s standard practices, when a contract is to be issued in connection with implementation of the project or programme, that contract documents shall include an undertaking by the vendor or consultant (as the case may be) that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the consultant selection process or in contract execution.

16. Application of Access to Information and Disclosure Procedures

ADB and UNICEF recognize the importance of disclosure of information to the public. Both organizations have adopted access to information and disclosure policies based on the presumption of public disclosure of information and documentation generated by them, subject to specific exceptions, including, in both cases, a specific exception for information provided by one international organization to another international organization under an expectation of confidentiality.

Access to and disclosure of documents and information generated and maintained and retained by UNICEF with respect to the project or programme shall be governed by the UNICEF information disclosure policies and procedures.

It is understood that documents relating to the project or programme that are prepared by the other, will not be disclosed by either party until the parties have consulted on a case-by-case basis, as to any request for disclosure of such documents.
ADB and UNICEF will consult with each other in advance and prior to release of documents and/or information relating to the project or programme to ensure that release of such documentation and information is coordinated and does not contravene the access to information and disclosure policy of either organization.

17. Confidentiality of Information

(a) All electronic, oral, printed and/or written information designated as confidential and furnished by one of the two organizations to the other and/or obtained as a result of the activities related to the project or programme shall be treated as confidential. Such confidential information shall not be disclosed without the prior knowledge and consent of the other organization, except where such disclosure is required by law, subject to the privileges and immunities of ADB and of the United Nations, including the UNICEF, as may be applicable.

(b) Consent to discuss and/or disclose such confidential information obtained as a result of activities carried out under the administrative arrangement shall not be unreasonably withheld.

18. Application of Safeguard Policies

Prior to approval of an ADB project that includes transfer of funds by ADB to UNICEF, the project design shall be appraised for compliances with ADB’s safeguard policies, as defined in ADB’s Safeguards Policy Statement (2009), and once approved the design, including elements that reflect the ADB’s and UNICEF’s respective safeguards policies, should be followed throughout the life of the project unless otherwise agreed by the parties.

19. Procurement of equipment, goods and services

(a) ADB and UNICEF recognize the importance and value of international competition in procurement of goods, equipment and services, to the extent this is consistent with the country eligibilities set out in their respective statutory instruments for procurement of goods, equipment and services. ADB and UNICEF support the principle of the widest possible open and competitive selection in procurement of goods, equipment and services to ensure value for money and as a precaution against corrupt practices.

(b) The design of each project or programme in respect of which funds are transferred by ADB to UNICEF shall include a list of equipment, goods and services to be procured as part of implementation of the project or programme and shall identify any procurement that is to be undertaken outside of the country where the project or programme is to be implemented.

(c) All procurement of goods, equipment and services using funds transferred by ADB to UNICEF for the project shall be by open and competitive selection processes.

(d) Subject to compliance with open and competitive selection noted in paragraph 19(c) above, all procurement of goods, equipment and services using funds transferred by ADB to UNICEF for the project/programme shall be carried out using and in accordance with UNICEF policies, procedures and documentation for the procurement of goods, equipment and services as set out in UNICEF’s Supply Manual and UNICEF’s Human Resources Manual.

20. Recognition of ADB financial support

(a) UNICEF will make best efforts to include in its public documentation pertaining to the project for which ADB transfers funds to UNICEF, a public acknowledgement of ADB financial support for the project or programme.
(b) ADB and UNICEF will use each organization’s name and emblem in documentation related to the technical cooperation in accordance with the current policies of each organization and with prior written agreement of the other organization when referring to the organisation’s name and/or using its emblem.

(c) Where consultancy services are to be engaged by UNICEF, any use of the ADB’s name or emblem shall be consistent with para 1.19 of ADB’s Consulting Guidelines.

1 Any indirect programme costs associated with project implementation have been covered under Section B, paragraph 5, of this Appendix E.
1. **For ADB components of a parallel-financed project**

ADB will use standard ADB administrative arrangements for implementation of components of the project or programme financed by ADB and implemented by ADB, unless otherwise agreed by ADB in cases where ADB and UNICEF agree to harmonise certain procedures for the benefit of the developing country authorities and/or executing agencies.

2. **For UNICEF components of a parallel financed project**

UNICEF will use standard UNICEF administrative arrangements for implementation of components of the project or programme financed by UNICEF and implemented by UNICEF, unless otherwise agreed by UNICEF in cases where ADB and UNICEF agree to harmonise certain procedures for the benefit of the developing country authorities and/or executing agencies.

3. **Harmonisation**

ADB and UNICEF will make best efforts on a case-by-case basis to harmonise their administrative arrangements for implementation of parallel-financed activities.

4. **Exchange of information**

ADB and UNICEF will keep each other fully informed about progress in implementing the components for which they each provide financial support in the implementation of parallel-financed activities.

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