

**MEMORANDUM OF UNDERSTANDING (“MOU”)**

**BETWEEN**

**THE UNITED NATIONS CHILDREN’S FUND (“UNICEF”)**

**AND**

**ASIAN DEVELOPMENT BANK (“ADB”, and together with UNICEF, the “Parties”)**

**OCTOBER 2018**

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**I. BACKGROUND**

**A. The Cooperation Partners**

1. The Parties 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 Sustainable Development Goals.
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. ADB is committed to achieving a prosperous, inclusive, resilient, and sustainable Asia and the Pacific, while sustaining its efforts to eradicate extreme poverty. Its new strategy 2030 places a strong focus on achieving better health and quality education for all, particularly in the context of its operational priority of addressing remaining poverty and reducing inequalities, and on accelerating progress on gender equality.
3. 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 elements of the Sustainable Development Goals 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 Europe and the Commonwealth of Independent States based in Geneva. UNICEF's vision is to build a world where every child can grow up healthy, protected from harm and educated, so they reach their full potential.

4. Senior representatives of the Parties have held discussions with a view to enhancing collaboration in line with principles of increased development effectiveness; the Paris Declaration on Aid Effectiveness; the Accra Agenda for Action; and the Addis Ababa Action Agenda.
5. The Parties now wish to continue their collaboration under this Memorandum of Understanding.

## **II. COOPERATION**

### **B. Guiding Principles**

6. The Parties seek to promote children's health and wellbeing in Asia and the Pacific by strengthening their collaboration and allowing closer alignment within countries for optimal coordination and leverage of each Party's strength. The Parties agree that any cooperation will be guided by the following principles:
  - a) Country ownership of sound development policies and programs is necessary to ensure inclusive, sustainable development;
  - b) Results-oriented operations that are built on transparent relationships between development assistance providers and participants and beneficiary countries are needed;
  - c) Any activities conducted under this MOU are subject to their inclusion in each Party's program of work and budget and the availability of resources;
  - d) Any cooperation between the Parties will jointly focus on shared strategic and operational priorities; and

- e) Any joint activities will be undertaken with a strong focus on development partner alignment.

**C. Areas of Cooperation**

- 7. The Parties will focus on pro-active collaboration in countries and sectors where the two partners have recognized complementary strength and where there is potential to achieve significant value-added results for children and/or efficiencies in program/ project delivery with such cooperation. Special attention will be given to those most vulnerable groups at risk of being left behind, strengthening systems, and building on the Parties' ongoing programming in these sectors.
- 8. Under this MOU, collaboration will be enhanced in the following five broad areas:
  - a) Operational and programmatic collaboration in key child and adolescent focused areas relevant for ADB operations (elaborated further below);
  - b) Policy dialogue, research, advocacy and innovations;
  - c) Innovative financing solutions and enhanced public-private partnerships, especially for countries graduating from donor support for investments in children, young people and the second decade of life;
  - d) Knowledge sharing and staff development;
  - e) Collaboration in humanitarian and fragility situations affecting children and adolescents.
- 9. Specifically, as further described in Annex A hereto, the Parties commit to strengthen institutional collaboration to strengthen social service delivery in ADB countries of operation, with an emphasis on improving access to and quality of services for children, adolescents, women and disadvantaged populations in the areas of a) health, b) water, sanitation and hygiene ("WASH"), c) nutrition, d) early childhood development ("ECD"), e) education, f) child protection including in the context of investments in women's empowerment, g) social protection, h) climate change and resilience, and i) infrastructure.

## **D. Collaboration Roadmap**

10. The collaboration roadmap set out in Annex C hereto outlines programmatic priorities of this partnership from 2018-2023 in ADB member countries. It will be reviewed and updated as appropriate as part of the implementation review process. The Parties will also capture best practices and lessons learned to promote and scale up initiatives at country and regional level. This can be in the form of joint publications or institution specific ones, which acknowledge the other institutions' experts' contribution.

## **E. Forms of Cooperation**

11. To support implementation of the 2030 Development Agenda and Addis Ababa Agenda for Action on Financing for Development, the Parties commit to combine their capacities to work on joint research, policy, and capacity development. This is primarily to help translate mother and child-focused financing commitments into evidence-based project implementation, including through joint monitoring and tracking of child-focused investment outcomes. Engagement priorities include:
  - a) Carrying out relevant research/studies and publications, and holding forums and stakeholder consultations through workshops, seminars, and conferences;
  - b) Leveraging the Parties' convening power to jointly promote child-focused investments in national development plans and country programs and other development planning mechanisms;
  - c) Collaborate to support Developing Member Countries (DMCs) to implement ADB loan and grant projects;
  - d) Explore new and innovative financing mechanisms, such as blended finance, bonds and private sector engagement to better integrate ADB development financing with UNICEF technical support, community outreach, and on-the-ground interventions; and
  - e) Explore projects involving a transfer of funds from ADB to UNICEF and parallel financing arrangements.

### Knowledge sharing and staff development

12. Practical collaboration between the Parties is often limited by a lack of awareness about the institutions' respective business models, internal policies and procedures and our priorities. This MOU will enhance each Party's understanding of the other Party's business model and strength.

Engagement priorities include:

- a) Strengthen collaboration through joint management retreats, regional consultations and /or joint training and outreach to field and operations staff/task teams;
- b) Explore possibility of formal staff exchange programs to foster mutual talent development and staff mobility, especially at country level;
- c) Strengthen staff capacity development through joint training in management and common programmatic areas; and
- d) Facilitate country level trainings/consultations with the formal and non-formal actors in South Asia in children's rights.

### Contributions of the Parties

13. The Parties will contribute staff time for joint policy dialogue and identification of country specific collaboration opportunities, supervision of consultants recruited under joint activities, and reporting on joint projects.

### Monitoring, Review, and Consultation Mechanisms

14. The Parties recognize the importance of periodic consultations to review the planning, implementation, and outcomes of their cooperation activities as well as discussing results, challenges, and opportunities. The Parties agree to hold such consultations periodically as required to assess the progress of any ongoing cooperation activities.

## **III. GOVERNANCE**

### **A. Focal Points**

25. The Parties agree to designate focal points for the activities under this MOU as follows:

- a) For ADB: Director-General, Sustainable Development and Climate Change Department (or any successor thereto), 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 Europe/CIS) or designee(s).

26. The Parties agree to designate the ADB Country Directors<sup>1</sup> and UNICEF Representatives as focal points for communications between the Parties concerning country level cooperation in the countries identified in Annex C. The Parties recognize that the specific roles of the country level focal points may vary significantly in scope and/or intensity depending on context and the Parties' programmes in each country of cooperation. Specific activities may be assigned within country by the focal points to various staff of the Parties based on needs and expertise.

**B. Roles and responsibilities of focal points at the institutional level**

27. The focal points at the institutional level will be responsible for monitoring implementation of this MOU and reviewing instances of cooperation undertaken by the Parties. They will convene periodic senior consultations at regional level to review implementation of this MOU, progress against the collaboration road map, and other matters of mutual interest at least every two years. In addition, they will be responsible for:

- a) Establishing effective communication and liaison between the regional offices of the Parties;
- 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;
- e) Facilitating the attendance of representatives of the other Party at the meetings, workshops and seminars held at regional level and other locations where the subject matter of these events is of mutual interest;

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<sup>1</sup> In respect of ADB, the term "Country Director" in this MOU is inclusive of Regional Directors and Country Representatives.

### **C. General Provisions**

30. 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.
31. Administrative Arrangements: Administrative arrangements in respect of project cooperation between the Parties are set out in Annex B hereto.
32. Financial Obligations: Nothing in this MOU obligates either Party to expend funds or to enter into any contract, assistance agreement, or other financial obligation. Any activity involving reimbursement or contribution of funds between the Parties shall be handled in accordance with each Party's policies and procedures, applicable laws, regulations and procedures.
33. Privileges and Immunities: Nothing in this MOU shall be construed as an express or implied waiver, renunciation or other modification of any immunities, privileges or exemptions of ADB accorded under the Agreement Establishing the Asian Development Bank or of UNICEF under the Convention on the Privileges and Immunities of the United Nations, 1946, the individual bilateral agreements entered into between UNICEF and each of its Host Governments, or otherwise.
34. Effective Date and Termination: This MOU will take effect from the date on which it is signed by the authorized representative of the Parties. This MOU will terminate five years from signing, unless earlier terminated by either Party providing six months prior written termination notice to the other Party.
35. Amendments: This MOU may be amended by mutual written agreement of the Parties.
36. Independent decision-making autonomy: No provisions herein are intended to interfere in any way with the Parties' independent decision-making autonomy with regard to their own respective affairs and operations.
37. Future collaboration and funds: In the event that opportunities are identified for collaboration involving the provision or management of funds or other resources of either Party, these will be implemented pursuant to a separate written agreement in accordance with the practices and procedures of the Parties.
38. Settlement of disputes: Any dispute between the Parties relating to the interpretation or implementation of this MOU will be resolved amicably through consultation and negotiation between the Parties and without reference to any third party or international court or tribunal.

39. Name, Emblem, or Trademarks: Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior express written approval of the other Party. Subject to the foregoing, each Party agrees to acknowledge the role and contribution of the other Party in all public information documentation relating to instances of cooperation under this MOU.
40. Confidentiality: The terms of this MOU and any information, however recorded or preserved, provided by one Party to the other Party under it, are not confidential and may be made public, subject to any exceptions to disclosure under ADB's Public Communications Policy (2011) or UNICEF's information Disclosure Policy and other relevant policies and procedures, each as amended from time to time.
41. Intellectual Property: The Parties acknowledge that the activities under this MOU may result in a product subject to intellectual property rights. In this regard:
- a) the Parties agree to negotiate and agree upon appropriate intellectual property provisions in each case, based on the nature of the activity and the financial and/or intellectual contribution made by each Party, and to set out the intellectual property provisions in a separate written agreement; and
  - b) each Party shall retain ownership of the intellectual property rights in any of its respective existing materials or work product that is shared with the other Party in connection with activities under this MOU.
42. Legal Status: This MOU is not intended to and does not create any legally binding obligation on either Party.

**DONE AT BALI, INDONESIA THIS 11<sup>th</sup> DAY OF OCTOBER 2018**

**ASIAN DEVELOPMENT BANK**

**TAKEHIKO NAKAO**  
President

**UNITED NATIONS CHILDREN'S FUND**

**HENRIETTA H. FORE**  
Executive Director



**AREAS FOR STRENGTHENED COLLABORATION**

- a) *Health* – Under Strategy 2030 ADB has committed to increase its emphasis on human development and social inclusion, particularly for vulnerable groups, and to expand its support for education, health care and social protection programs. ADB will continue to support its member countries to pursue universal health coverage. ADB’s approved Operational Plan for Health 2015-2020 committed to double the health sector portfolio to 3%-5% of total ADB lending by 2020, and address health related SDGs. UNICEF’s 2018-2021 Strategic Plan supports the 2030 agenda for Sustainable Development and focuses on maternal and newborn care services; full immunization at national and district levels; treatment of childhood illnesses; quality early childhood development; gender-responsive adolescent health; and HIV prevention, treatment and care. The Parties will continue collaborating and expand joint work in the following areas: (i) Maternal and Child Health, (ii) digital health including civil registration and vital statistics, (iii) health system strengthening, including those countries who have not benefitted from such via other global aid, (iv) introduction of new vaccines and routine immunization, (v) reducing impact of climate change and environment on children’s health.
- b) *Water Sanitation and Hygiene (WASH)* – The Parties’ collaboration will aim to promote safe and sustainable drinking water, timely response to disasters and public health emergencies and child-focused plans-monitoring systems for environmental sustainability in ADB countries. With a growing population in urban and semi-urban areas, pressure on the existing urban WASH infrastructure will continue to grow in most member countries. The Parties will strengthen their support to member countries in planning, policy setting, inclusive and pro-poor water and sanitation service delivery in urban as well rural areas and leveraging domestic/international public and private resources (e.g. blended finance) through new and existing financing mechanisms.
- c) *Nutrition and Food Security* – The Parties will collaborate on i) preventing stunting and poor nutrition and promoting healthy growth and development of infants and young children; ii) providing early and quality therapeutic treatment and care for children with severe acute malnutrition; and iii) preventing anemia and under-nutrition in adolescent girls, mothers and women; and where relevant, additional focus will be given on treating and preventing childhood obesity.

- d) *Early Child Development (ECD)* - Cooperation by the Parties will aim at promoting investments in early stimulation, nutrition, health and protection through quality early childhood services and at promoting the scaling up of ECD programmes at the country-level. This can be achieved by building capacity of local workforces to deliver nurturing care interventions to families and young children, generating data and evidence, promoting sustainable finance and innovative financing approaches, and effective advocacy.
- e) *Education and skills* - Given the high child population in many ADB countries, strategic collaboration will aim at supporting children from early learning to secondary education, improving quality learning and learning outcomes and increasing skills and employment perspectives. Cooperation will aim at increasing participation of young people, and especially girls, in skills development programs, including through formal education, non-formal education, skills training or support to work, such as apprenticeships, to increase their personal empowerment, active citizenship and employability.
- f) *Child protection* – The Parties will work together to strengthen child protection systems that prevent and respond to violence, abuse, exploitation and neglect. Special attention is given to particularly vulnerable children, such as unaccompanied children, refugee children and children on the move; children in urban slums, and children with disabilities. Child protection, along with nutrition and education, also is a key component of ECD.
- g) *Social protection* - In social protection, collaboration will focus on expanding of coverage, including through cash transfers and child grants. A focus is placed on strengthening integrated social protection systems that provide cash management for children and families and linkages to services, and on supporting governments to strengthen shock responsive social protection systems that can be used and expanded as part of emergency response.
- h) *Climate Change and Resilience* – The Parties are committed to increase their contribution to environmental sustainability, given both the importance of the issue to children and the global commitment to the SDGs. Policy, programs, advocacy, research and engagement on environmental sustainability provide major opportunities for the Parties to deliver better results for children and communities, especially the most disadvantaged.

- i) *Infrastructure* –Safeguards, environmental and social policies, and standards are important entry points at the operational level in infrastructure investments. The Parties will work together on ensuring safeguard policies are applied, including to identify, avoid and minimize negative impacts and externalities of investment projects on communities and vulnerable groups, especially children.

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**ADMINISTRATIVE ARRANGEMENTS<sup>1</sup>**  
**FOR ADB-UNICEF PROJECT COOPERATION**

It is mutually advantageous for the Parties to work together in support of a particular project<sup>2</sup> 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 Party's collaboration with the government of that country ("Host Government"), as approved by the Parties' respective governing 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.

The Parties will use standard administrative arrangements for cooperation and implementation as detailed in the applicable section below, including where ADB transfers funds to UNICEF (Section A), and where ADB and UNICEF use parallel financing arrangements (Section B). 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.

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<sup>1</sup> 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.

<sup>2</sup> In this Annex, "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.

**SECTION A**  
**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 the Parties in special circumstances on a case-by-case basis. A standard template for the administrative arrangement as developed by the Parties will be used.

**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 and including other stakeholders as determined by the Parties in consultation with the Host Government. 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 Government; and

- (b) The committee shall be advisory to the Host Government and the Parties, will meet periodically as deemed necessary (annually/semiannually etc.) to monitor and review progress and provide advice to the Host Government 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 transferable by ADB to UNICEF for the project, UNICEF shall apply the applicable cost recovery rate in accordance with the decisions of the UNICEF Executive Board
- (a) 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**

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

- (c) 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 on the funds previously made available by ADB. The statement of expenditure will be in the standard UNICEF format for such statements of expenditure, 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, not later than 30 June of the following year.
- (b) After completion and financial closing of the project or programme, UNICEF shall provide ADB a 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) International Public Sector Accounting Standards shall be applied to accounting records and audited financial statements.

9. **Format of Financial Statements and Reports**

All financial statements as well as other financial reports and statements 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 the Parties and the relevant Host, 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 and transferred to the Host Government 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 7(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 program, but not expended by UNICEF as indicated in the final certified financial statement, shall be returned to ADB.

## 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 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 documents 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) The Parties 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, and UNICEF's relevant regulations, rules, policies and procedures, including but not limited to its Policy Prohibiting and Combatting Fraud and Corruption.
- (b) The Parties 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.
- (c) 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.
- (d) Consistent with the Parties' standard practices, when a contract is to be issued in connection with implementation of the project or programme, that contract document 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**

- (a) The Parties recognize the importance of disclosure of information to the public, and 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.

- (b) Access to and disclosure of documents and information generated and retained by ADB with respect to the project or programme shall be governed by the ADB Public Communications Policy (2011, as amended from time to time).
- (c) 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 Policy and procedures.
- (d) 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.
- (e) The Parties 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 Party.

**17. Confidentiality of Information**

- (a) All electronic, oral, printed and/or written information designated as confidential and furnished by one Party to the other Party 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 Party, 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 a 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 Parties' 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) The Parties 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. The Parties 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/program 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 relevant UNICEF's rules and regulations.

**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) Each Party will use the other Party's name and emblem in documentation related to the technical cooperation in accordance with the current policies of first Party and with prior written agreement of the second Party when referring to the second Party's name and/or using its emblem.

**SECTION B**  
**COOPERATION WITH PARALLEL-FINANCING ARRANGEMENTS**

**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 the Parties agree to harmonize 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 the Parties agree to harmonize certain procedures for the benefit of the developing country authorities and/or executing agencies.

**3. Harmonization**

The Parties will make best efforts on a case-by-case basis to harmonize their administrative arrangements for implementation of parallel-financed activities.

**4. Exchange of information**

The Parties 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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