

Project Cooperation Agreement (PCA)

 Project Cooperation Agreement
 Between
 UNICEF, the United Nations Children's Fund
 And
 Seyaj Organization for Childhood Protection

THIS PROJECT COOPERATION AGREEMENT and its annexes (this "Agreement") is made on June, 2010 and valid for two years in ten Governorates

BETWEEN: UNICEF, THE UNITED NATIONS CHILDREN'S FUND ("UNICEF"), an international inter-governmental organization established by the General Assembly of the United Nations, having its office in Yemen at Sana'a P.O. Box 725, Sana'a, Asir Behind Plaza Suites, Telephone 967 1 211400, Facsimile 967 1 206092

AND: Seyaj, an organisation having its offices at: Street or: P.O. Box: Sana'a – New University Sq, Tel.: + 967-1-228184 – Fax: + 967 – 1- 288145 E-mail: info@seyaj.org

GENERAL PRINCIPLES

- A. UNICEF works with governments, civil society organisations and other partners worldwide to advance children's rights and is guided by the principles enshrined in the United Nations Charter and the Universal Declaration of Human Rights, and in the Convention on the Rights of the Child and the Convention on the Elimination of All Forms of Discrimination Against Women. SEYAJ Shares UNICEF's commitment to the principles enunciated in these documents.
- B. The Government of Yemen and UNICEF have entered into a Basic Cooperation Agreement dated on January 12, 1994 and Country Programme Action Plan that respectively establish the general terms and conditions and medium term framework under which they cooperate in programmes in Yemen. The Country Programme Action Plan establishes the agreed framework within which UNICEF may cooperate with non-governmental partners in the country. Annual Work Plans provide the more detailed annual programmatic framework for UNICEF's cooperation in projects with partners.

Within these frameworks, UNICEF and SEYAJ have developed the project Monitoring child rights violations and legal support to Children Victims of Violence

- C. The Project is covered by this Agreement and is more fully described in the project document attached to this agreement as Annex A (the "Project Proposal and Budget").
- D. Both UNICEF and SEYAJ are committed to the principles of participatory and sustainable development and to providing assistance impartially. They are mindful of culture and custom, and of building local capacity, and of their respective accountabilities to their funding partners and to those whom they assist. They will not expose intended beneficiaries, including children to any form of discrimination, abuse or exploitation.

- E. **SEYAJ** affirms that it is not profit-oriented and non-partisan, and that it has the capacities to carry out the activities outlined in this Agreement.
- F. UNICEF and **SEYAJ** have agreed to cooperate to implement the Project, in accordance with the Project Proposal and Budget, and work permission and list of supplies are attached to this Agreement as Annexes. They will carry out their respective responsibilities in the spirit of partnership and in consultation.

GENERAL PROVISIONS

1. UNICEF and **SEYAJ** will work together in the implementation of the Project(s), and complete the tasks identified as their respective responsibility in conformity with the agreed Project Proposal and Budget.
2. UNICEF and **SEYAJ** will each designate a person who will be given authority for overseeing the Project(s) on its behalf. UNICEF and **SEYAJ** will jointly designate the Project Manager(s), if any.
3. UNICEF and **SEYAJ**, with other partners as needed, will develop detailed Annual Work Plans, describing the specific activities to be carried out each quarter. The basis for the transfer of any resources will be the Annual Work Plan.
4. UNICEF and **SEYAJ** will keep each other informed on the progress of their work in relation to the Annual Work Plan. Consultation meetings will take place at least every three (3) months or more frequently as circumstances demand. UNICEF will make all relevant information and advice available to **SEYAJ**.
5. **SEYAJ** may use the UNICEF name, logo, and emblem, but only in connection with the Project and only with the prior written consent of UNICEF. The UNICEF name, logo, and emblem may only be reproduced in ways set out in UNICEF's "Identification Standards Manual".
6. In order to determine the most effective and efficient resource transfer procedures, **SEYAJ** may be subject to an assessment of its financial management capacity. UNICEF and **SEYAJ** will jointly conduct assurance activities to establish the good use of UNICEF-provided resources. As an implementing partner of the UNICEF assisted Country Programme agreed with the Government of Yemen, **SEYAJ** may also be subject to audits commissioned or requested by UNICEF.

SUPPORT TO THE PROJECT

7. The Project Budget identifies the inputs that will be funded by UNICEF. UNICEF will either meet the costs of those inputs through cash transfers to **SEYAJ** ("cash input") or will provide the necessary supplies and equipment directly to **SEYAJ**.

CASH INPUT

(see the detailed budget breakdown in the attached budget)

The total project budget is YR 33,944,800 Seyaj contribution is YR 4,538,000 UNICEF contribution is YR 29,406,800 to be disbursed in Six instalments as clearly defined in the attached time frame and action plan (Annex 1)

Inst	Duration	Deadline of report submission	Amount YR
1st	July-Sep, 2010	Sep 30th, 2010	6,412,550
2nd	Oct-Dec, 2010	Dec 30th, 2010	7,687,500
3rd	Jan- Mar, 2011	Mar 30th, 2011	4,721,750
4th	April-Jun, 2011	Jul 30th, 2011	2,959,250
5th	July-Sep, 2011	Sep 30th, 2011	4,359,250
6th	Oct-Dec, 2011	Dec 30th, 2011	3,266,500
Total			29,406,800

SUPPLIES AND EQUIPMENT

The below supplies will be provided to SEYAJ (of total estimated budget 1,830,000 YR)

- Photocopier.
- Two desk top (Computers).
- Office Furniture
- Video Camera

8. SEYAJ will account for each instalment of cash input within three (3) months from the date it is received. It will do so by providing UNICEF with the accounting documents (receipts, bills of payment etc.) that confirm the use of funds. UNICEF may review the acceptability of the documents as proof of the use of the funds as agreed. Further transfer of funds will not normally be made if any instalment of cash input has not been accounted for within three (3) months after the date when it should have been.
9. SEYAJ can vary the budgeted cost of any single input in the Budget to be funded by UNICEF, provided that (a) the variation is no more than ten percent (10%); (b) the variations are within the scope of the Project Proposal and its expected results; and (c) the total Budget is not exceeded. Any variations exceeding ten percent (10%) require the prior written consent of UNICEF.
10. UNICEF will fund the SEYAJ's Project Support Costs, but for no more than two (2) years from the day this Agreement becomes effective regardless of the term of this Agreement, unless this period is specifically extended by the Parties through written agreement. In any year, the total of SEYAJ's Project Support Costs will not exceed twenty-five percent (25%) of the total funds provided by UNICEF that year.
11. Within three (3) months of either the termination of this Agreement or completion of the Project, whichever happens first, SEYAJ will return to UNICEF the balance of any funds provided by UNICEF to SEYAJ under this Agreement.

SUPPLIES AND EQUIPMENT

- Translating and printing 100 copies of the field assessment report.

PERSONNEL




12. **SEYAJ** is responsible for all work and services which its personnel, and any contractors, perform. It affirms that its employees and any contractors, also technical experts and consultants, meet the standards of qualification and technical and professional competence necessary for the achievement of the Project objectives. **SEYAJ** will ensure that all relevant national labour laws are observed.
13. Employees of **SEYAJ**, its contractors or anyone else working for **SEYAJ** in the execution of the Project or otherwise, are not employees of UNICEF and are not covered by the privileges and immunities applying to UNICEF and its staff pursuant to the Convention on the Privileges and Immunities of the United Nations or otherwise. UNICEF is not liable for any claims of death, bodily injury, disability, damage to property or any other hazards which an employee of **SEYAJ** may suffer in connection with the execution of the Project. Where legally required to do so, **SEYAJ** will obtain and maintain all appropriate workmen's compensation and liability.

RECORD KEEPING and FINANCIAL REPORTING

14. **SEYAJ** agrees to keep separate records with respect to funds provided to it by UNICEF. They will be accurate, complete, and up-to-date in respect to funds received and expenditures incurred with funds provided by UNICEF, and show that all disbursements are made in conformity with the Project Proposal and Budget. Original bills, invoices, receipts and any other pertinent documentation can be kept by **SEYAJ**.
15. **SEYAJ** will maintain accurate records of supplies and equipment purchased with funds provided by UNICEF under this Agreement. Monthly inventories should be taken, documented and records kept for the duration of the Project.
16. In addition to the reports referred to in Clause 9 of this Agreement, **SEYAJ** will prepare acceptably certified three-month statements of expenditure in the local currency and submit them to UNICEF within three (3) months of the end of each calendar year in which it receives or spends funds provided by UNICEF under this Agreement.
17. **SEYAJ** will retain all records relating to the funds and supplies and equipment provided by UNICEF under this Agreement for a period of at least four (4) years after either the termination of this Agreement or the completion of the Project, whichever happens first.
18. UNICEF staff, including internal auditors and operations officers, and its agents, or the United Nations Board of Auditors may review and/or copy the records of **SEYAJ** relating to the Project, upon mutual agreement on date and time.

PROGRAMMATIC REPORTING

19. Three (3) months after signature of this Agreement, and every three (3) months thereafter, except where otherwise agreed, **SEYAJ** will provide to UNICEF a narrative progress report on its work in connection with the Project. Such report should contain an assessment of the achievements and impact for children and women of the activities to date, an assessment of whether the Project is being implemented in accordance with the Project Proposal and Budget, and a description of any obstacles to full and timely implementation.

FINAL REPORTS

A final report on the outcome of the Project, which includes a financial report, will be submitted to UNICEF directly after completion of the activities either the termination of this Agreement or the completion of the Project, whichever happens first.

The page contains two handwritten signatures in black ink. The signature on the left is larger and more stylized, while the one on the right is smaller and more compact.

RESPONSIBILITY FOR CLAIMS

20. UNICEF and SEYAJ are each responsible for their own acts or omissions, and those of their employees, contractors or any other personnel engaged by them in the execution of the Project. Each Party is responsible for its own grossly neglectful or intentionally harmful actions.

TERM AND TERMINATION

21. This Agreement will become effective once it is signed by both UNICEF and SEYAJ. It will continue until the date identified in the Project Proposal, unless terminated before then by either Party in accordance with this Agreement or extended by written agreement between the Parties


22. If either Party cannot meet its obligations or in the view of the other Party this would seriously endanger the achievement of the Project objectives, such other Party will have the right to terminate this Agreement. In addition, UNICEF reserves the right to terminate this Agreement at any time should it conclude that SEYAJ does not share its commitment to the principles referred to in the first Recital to this Agreement. Unless consultations have resolved the problem, this Agreement will terminate thirty (30) days after such other Party sends a written notice of termination. When such a notice of termination is received, the Party receiving it will immediately take all steps to terminate its activities so that expenses are kept to a minimum. Immediately upon sending or receiving, as the case may be, a notice of termination UNICEF will cease all disbursement of funds to SEYAJ ; and SEYAJ will not make any forward commitments. Unless otherwise agreed in writing by UNICEF, all unspent funds and unused equipment will be returned to UNICEF within thirty (30) days of such notice of termination.

RESOLUTION OF DIFFERENCES

23. In the case of any dispute, controversy or claim, the Parties will attempt to reach agreement amicably by direct negotiations. If no agreement can be reached within thirty (30) days, the Parties will together refer the dispute to the United Nations Secretary-General for a final decision. The Parties will be bound by the Secretary-General's decision in this matter.

PRIVILEGES AND IMMUNITIES



24. Nothing in or related to this Agreement shall be deemed a waiver, either express or implied, of any of the privileges and immunities of the United Nations and UNICEF under the Convention on the Privileges and Immunities of the United Nations or otherwise.


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GENERAL



- 25. This Agreement and its Annexes can only be modified by written agreement between the Parties.
- 26. Neither Party has the authority to make decisions for the other, or to enter into obligations on behalf of the other.

UNICEF, the United Nations Children's Fund

By:  
Geert Cappellaere
Representative

Date: 21/8/2010

SEYAJ Organization for Childhood Protection

By:  
Ahmed Al-Qurashi
Chairperson

Date:

ANNEX:
Project Proposal and Budget
Project Action plan