

# Project Cooperation Agreement (PCA)

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between

**UNICEF, the United Nations Children's Fund**

and

**Press For Peace, PFP**

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**THIS PROJECT COOPERATION AGREEMENT** and its annexes (this "Agreement") are made on 1<sup>st</sup> February 2006.

**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 Pakistan at No. 90, Margalla Road, F-8/2, Islamabad.

**AND:** Press For Peace (PFP)<sup>1</sup>, an organisation having its offices in Pakistan at 1<sup>st</sup> Floor Al-Awan Plaza, Tanga Stand, Muzaffarabad.

## GENERAL PRINCIPLES

- A. UNICEF works with governments, civil society organisations and other partners worldwide to advance children's rights and is guided by the Convention on the Rights of the Child and the Convention on the Elimination of All Forms of Discrimination Against Women. PFP shares UNICEF's commitment to the principles enunciated in these Conventions.
- B. The Government of Pakistan and UNICEF have entered into a Basic Cooperation Agreement dated 24<sup>th</sup> May 1995 and Country Programme Action Plan 2004-2008 that respectively establish the general terms and conditions and medium term framework under which they cooperate in programmes in Pakistan. The Country Programme Action Plan establishes the agreed framework within which UNICEF may cooperate with non-governmental partners in the country. The Annual Work Plan for 2004 provides the more detailed annual programmatic framework for UNICEF's cooperation in projects with partners.
- C. Within these frameworks, UNICEF and PFP are full filling two main commitments in the field of education in emergencies are a) Setting temporary learning spaces with minimal infrastructure, and b) Supporting resumption of Schooling by re-opening Schools and starting the reintegration of teachers and children by providing teaching and learning materials and organizing semi-structured recreational activities to population in the earthquake affected areas. The Project duration covered by this Agreement is Six months (1<sup>st</sup> February 2006 till 31<sup>st</sup> July 2006). The Project is fully described in the project document attached to this agreement as Annex A (the "Project Plan").

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<sup>1</sup> The other party to this agreement could be referred to as "the NGO", but it is preferable and more respectful, to find a short-hand reference that relates to the actual name of the organisation. In this text, it will be referred to generically as [PFP].

- D. Both UNICEF and PFP are committed to the principles of participatory and sustainable development and to providing assistance impartially and without discrimination. 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.
- E. PFP 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 PFP have agreed to cooperate to implement the Project, in accordance with the Project Plan and the agreed-upon budget attached as Annex-B along with a Timetable (Annex-C) to this agreement. They will carry out their respective responsibilities in the spirit of partnership and in consultation.

#### **GENERAL PROVISIONS**

- 1. UNICEF and PFP will work together in the implementation of the Project, and complete the tasks identified as their respective responsibility in the Project Plan, in conformity with the Project Budget.
- 2. UNICEF and PFP will each designate a person who will be given authority for overseeing the Project on its behalf. UNICEF and PFP will jointly designate the Project Manager, if any.
- 3. UNICEF and PFP will keep each other informed on the progress of their work in connection with the Project. Consultation meetings will take place more frequently as circumstances demand. UNICEF will make all relevant information and advice available to PFP.

#### **SUPPORT TO THE PROJECT**

- 4. The Project Budget identifies certain inputs that will be funded by UNICEF. UNICEF will either meet the costs of those inputs through cash transfers to PFP or/and will provide the necessary supplies and equipment directly to PFP. The total amount of inputs (Cash and Supplies) to be provided by UNICEF (Pak Rs. 584,673.00, where as in USD 9,744.55) is set out in the Project Agreement.

#### **CASH INPUT (Not Applicable)**

#### **SUPPLIES AND EQUIPMENT**

- 5. List of supplies and equipment to be provided by UNICEF to PFP can be found in the attached 'Plan of Action'. The amount of supplies input to be provided by UNICEF (Pak Rs. 584,673.00) is set out in the Project Budget.
- 6. When PFP uses UNICEF funds for the local purchase of supplies and equipment it will select the supplier on the basis of competitive bids or quotations, unless otherwise agreed between the Parties on an exceptional basis (documented justification is then required), taking account of the principles of quality, economy and efficiency. Products will only be purchased from companies that meet the standards that have been established by UNICEF in relation to the protection of children's rights.

## **PERSONNEL**

7. PFP 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. PFP will ensure that all relevant national labour laws are observed.
8. Employees of PFP, its contractors or anyone else working for PFP 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 PFP may suffer in connection with the execution of the Project. Where legally required to do so, PFP will obtain and maintain all appropriate workmen's compensation and liability.

## **RECORD KEEPING and FINANCIAL REPORTING**

9. PFP 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 Plan and the Project Budget. Original bills, invoices, receipts and any other pertinent documentation can be kept by PFP.
10. PFP 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.
11. In addition to the reports referred to in Clause 6 of this Agreement, PFP will prepare acceptably certified final statements of expenditure in the local currency and submit them to UNICEF within three (3) months, which it receives or spends funds provided by UNICEF under this Agreement.
12. PFP will normally 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.
13. 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 PFP relating to the Project, upon mutual agreement on date and time.

## **FINAL REPORTS**

14. A final report on the outcome of the Project, which includes a financial and technical report, will be submitted to UNICEF within one (1) month of either the termination of this Agreement or the completion of the Project, whichever happens first.

## **RESPONSIBILITY FOR CLAIMS**

15. UNICEF and PFP 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**

16. This Agreement will become effective once it is signed by both UNICEF and PFP. It will continue until the date identified in the Project Plan for completion of the Project, unless terminated before then by either Party in accordance with this Agreement or extended by written agreement between the Parties.
17. If either Party cannot meet its obligations and 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. 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 PFP; and PFP 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**

18. 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 dispute will be referred to arbitration under the UNCITRAL Arbitration Rules then in force. The Parties will be bound by the arbitration award rendered.

### **PRIVILEGES AND IMMUNITIES**

19. 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.

**GENERAL**

- 20. This Agreement and its Annexes can only be modified by written agreement between the Parties.
- 21. 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:

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Press For Peace, PFP

By:

S.R. Siddiqui 02/05/06  
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ANNEX A  
LOU & Plan of Action

ANNEX B  
Project Tasks and Budget Summary & Detail

ANNEX C  
Supplies Assistance to PFP