

No. 11591

**UNITED NATIONS CHILDREN'S FUND
and
NORWAY**

Agreement relating to co-operation in assisting developing nations in programmes benefiting children and adolescents. Signed at Oslo on 22 February 1972

Authentic text: English.

Registered ex officio on 22 February 1972.

**FONDS DES NATIONS UNIES POUR L'ENFANCE
et
NORVÈGE**

Accord de coopération aux fins d'assistance aux nations en voie de développement pour l'exécution de programmes devant bénéficier aux enfants et aux adolescents. Signé à Oslo le 22 février 1972

Texte authentique: anglais.

Enregistré d'office le 22 février 1972.

AGREEMENT¹ BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF THE KINGDOM OF NORWAY RELATING TO CO-OPERATION IN ASSISTING DEVELOPING NATIONS IN PROGRAMMES BENEFITING CHILDREN AND ADOLESCENTS

WHEREAS the Government of the Kingdom of Norway (hereinafter referred to as the Government) is conscious of the great importance which must be attached to assisting developing nations in improving the conditions of children and adolescents in the frame of their national development plans and efforts, and

WHEREAS the Government is aware of the role The United Nations Children's Fund (hereinafter referred to as UNICEF) has in extending, stimulating and co-ordinating such assistance, and

WHEREAS the Government desires to strengthen its co-operation with UNICEF by making, in addition to its regular annual contributions, earmarked contributions to UNICEF to enable the implementation of mutually agreed programmes and projects, and

WHEREAS the Executive Director of UNICEF is authorized to receive such earmarked contributions in accordance with decisions of the UNICEF Executive Board at its sessions of June 1968 and May 1969.

NOW THEREFORE, the Government and UNICEF hereby agree as follows:

Article I

BASIC AUTHORITY OF UNICEF

Subject to the provisions of this Agreement, UNICEF is authorized to provide assistance to Governments of developing nations (hereinafter referred to as "Recipient Governments") in mutually agreed projects and programmes benefiting children and adolescents falling within the scope of functions assigned to UNICEF by Resolutions of the General Assembly of the United Nations.

¹ Came into force on 22 February 1972 by signature, in accordance with article VII (1).

Article II

SELECTION AND ADMINISTRATION OF PROJECTS

1. UNICEF shall have the primary responsibility for selecting and processing project requests to be considered in the context of this Agreement.

2. UNICEF will submit to the Government once a year before 30 May a list of projects proposed for financing by the Government. These projects will either form part of the UNICEF regular programme for which commitments will be approved by the UNICEF Executive Board, or will be in the category of "noted" projects (i.e., projects "noted" by UNICEF Executive Board as worthy of support, but for which no commitments can be made because of lack of funds). UNICEF will provide appropriate documentation on individual projects on request by the Government. Annual joint UNICEF/Government meetings may be [convened]¹ to discuss these projects.

3. The Government will inform UNICEF as soon as possible of the projects which are likely to be approved by the Government. The Government may select an entire project, or identifiable part of a project (in both instances hereinafter referred to as "the project"). The Government will notify UNICEF accordingly and will indicate the amount of its contribution to be earmarked for the project. The Government will also state whether this amount will be remitted at one time or paid in annual instalments in accordance with the requirements of the project. UNICEF will inform the prospective Recipient Government of the financing indicated by the Government and will, in accordance with standing practices and policies, prepare and negotiate a draft Plan of Operation with the Recipient Government on the project.

4. When the proposed financing is accepted by the Recipient Government, UNICEF will notify the Government accordingly. After such notification UNICEF will be informed by the Government on its final decision.

5. The Plan of Operation will spell out the nature of the assistance to be provided by UNICEF as well as the obligations of the Recipient Government. The role of the Specialized Agency (ies), responsible for the technical approval of the project, will be described in the relevant sections of the Plan. Signatories to the Plan are the Recipient Government, UNICEF and the Specialized Agency (ies) responsible for the technical approval of the project. The Govern-

¹ Word missing in authentic text—Mot manquant dans le texte authentique.

ment will receive a copy of the Plan of Operation after it has been duly signed by all the parties.

6. In agreement with the Recipient Government, UNICEF and the Government shall be given the opportunity to observe and evaluate the project and to obtain relevant reports and documentation.

Article III

FINANCIAL ARRANGEMENTS

1. For the purpose of enabling UNICEF to discharge its commitment towards the project, the Government will make available to UNICEF an earmarked contribution. Payment will be made in the manner notified by the Government to UNICEF as specified in Article II, Section 3, as soon as possible after UNICEF confirms to the Government that the project is ready to proceed. The amounts will be paid in convertible currency and shall be expressed in United States dollars. If payment is not made in one amount, the instalments will be at least equal to the amounts required to cover the UNICEF annual allocations to the project.

2. If the cost incurred by UNICEF in the implementation of the project during any calendar year exceeds the estimated expenditure on which the contribution of the Government has been based, UNICEF may request the Government to increase its contribution accordingly.

3. UNICEF shall not charge the Government with any of its general overhead expenditure incurred in the implementation of the project.

4. UNICEF shall administer an account for the contribution in accordance with its financial regulations and other applicable rules. It is understood that UNICEF will not assume any liability on behalf of the Government in excess of the amount of the earmarked contribution. All financial commitments and expenditures made by UNICEF with respect to assistance provided under this Agreement shall be expressed in United States dollars.

5. Any amount that may remain unspent upon completion of a project shall be returned to the Government, unless the latter authorizes UNICEF to use all or part of the amount for another project.

Article IV

REPORTS

1. UNICEF shall provide the Government with an annual report on the progress of the project not later than 30 May of each year. UNICEF will simultaneously submit a statement of accounts showing the use of the funds expended for the implementation of the project during the previous calendar year. Such reports and statements will continue to be provided until the completion of the project.

2. Information pertinent to the implementation of the project becoming available to UNICEF will be transmitted to the Government. This may include narrative and pictorial material suitable for public information purposes.

3. UNICEF shall provide the Government with a final report after the termination of the project, containing such elements as are essential for an assessment of the project, as well as UNICEF's own conclusions thereon.

4. The Government may participate in evaluation sessions held by UNICEF concerning projects under this Agreement. In appropriate cases, it may be agreed between the Government and UNICEF to undertake an assessment mission.

5. A meeting shall be held once a year at a time to be agreed upon between UNICEF and the Government to make a general review of the project performance of the past year and to discuss problems related to reporting and accounts.

Article V

AUTHORIZED REPRESENTATIVES OF THE PARTIES

In matters relating to the implementation of this Agreement, including supplementary agreements and arrangements, the Norwegian Agency for International Development (NORAD) shall represent the Norwegian Government, and the Executive Director of UNICEF, or any person designated by him, shall represent UNICEF.

Article VI

SUPPLEMENTARY AGREEMENTS AND ARRANGEMENTS

The Parties may enter into such supplementary agreements and arrangements for the implementation of this Agreement as may be found desirable in the light of experience.

Article VII

ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force upon signature by both Parties.

2. This Agreement shall remain in force until either Party considers that the co-operation envisaged therein can no longer appropriately or effectively be carried out, at which time this Agreement may be terminated by mutual consent or by either Party serving six months' written notice on the other Party.

3. If this Agreement is terminated in accordance with the preceding paragraph:

- (a) the Government shall deposit in advance to UNICEF the full amount required to meet obligations contracted upon previous authorization of the Government;
- (b) any unspent contribution remaining upon the termination of the Agreement shall be returned to the Government.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement.

DONE in duplicate in the English language in Oslo this 22nd day of February one thousand nine hundred and seventy-two.

[Signed — Signé]¹

For the United Nations
Children's Fund:

[Signed — Signé]²

For the Government
of the Kingdom of Norway:
[SEAL]

¹ Signed by V. Beerman—Signé par V. Beermann.

² Signed by Erik Colban—Signé par Erik Colban.