



unicef

RECOGNITION AGREEMENT

UNICEF, the United Nations Children's Fund

hereby recognizes
the

財団法人 日本ユニセフ協会

Japan Committee for UNICEF

as its exclusive partner
to represent and promote the interests of UNICEF
with

the Civil Society in Japan

This Recognition Agreement enters into force on
the date of the signature of the attached Cooperation Agreement
and is contingent upon its provisions

UNICEF
United Nations Children's Fund
New York, N.Y.

Carol Bellamy, Executive Director

Cooperation Agreement between UNICEF and the National Committee for UNICEF

INTRODUCTION

This agreement defines the exclusive partnership between UNICEF (the United Nations Children's Fund) and the National Committees for UNICEF in Japan. This partnership is based on mutual respect and a shared commitment to the rights of children worldwide. It recognizes the need for agreed mechanisms and procedures to ensure consistency in the work of UNICEF and its Committees, to protect the reputation and credibility of UNICEF, and to encourage effectiveness in generating and applying resources. At the same time it recognizes that flexibility, creativity and innovation, within an appropriate framework, are vital to the success of our mutual endeavours. This "Co-operation Agreement" seeks to build on the success of UNICEF's unique structure of National Committees, enabling and facilitating their vital role as powerful advocates for the rights of children and generators of a significant proportion of UNICEF's global income.

This Cooperation Agreement is between the Japan Committee for UNICEF (National Committee), a non-profit non-governmental organisation established in accordance with the laws of Japan ("country") and UNICEF, a subsidiary organ of the United Nations.

This Agreement supersedes and replaces all previous Cooperation Agreements, including Supplementary Agreements thereto between UNICEF and the National Committee.

The implementation of this Agreement will be undertaken and reviewed within the framework of the Joint Planning Process between UNICEF and its National Committees (see Article 7).

The Agreement will remain in force until notice is given under Article 25, or until it is superseded by a new or revised Agreement. UNICEF and its National Committees agree to review the content of the Agreement in 2005 or as otherwise mutually agreed in order to determine whether any changes may be required in the light of experience and changing circumstances.

A) THE NATIONAL COMMITTEE, ITS ROLE AND GOALS

- 1) The National Committee is established to promote the well being of children through supporting the objectives, policies and programmes approved by the Executive Board and senior management of UNICEF and agrees to conduct its operations in accordance with these policies. Support of the work of UNICEF includes the pursuit of the goals and principles contained in the United Nations Convention on the Rights of the Child. It shall be a primary objective of National Committees and of this Agreement to maximize the revenue generated for the work of UNICEF. For that purpose, the National Committee shall undertake advocacy, communication, fundraising and public mobilization activities in support of UNICEF. This will encompass activities such as the mobilization of public support for UNICEF, the sale of UNICEF cards and products, education for development, media relations, promotion (in close co-ordination with UNICEF) of adequate financial contributions to UNICEF on the part of the government, and all other activities undertaken within the context of the Joint Planning Process and in the spirit of UNICEF's policies and this Cooperation Agreement.

- 2) The authorized name for the National Committee's name is the Japan Committee for UNICEF. UNICEF authorizes the National Committee to use the acronym "UNICEF" and to use the UNICEF signature (and no other) name for the sole purpose of accomplishing the objectives of this Agreement. This authorization is, within the country, granted exclusively to the National Committee.

To this end, the National Committee undertakes to:

- a) Maintain in its legal relations with the Government and general public a clear distinction between its identity as the national organization supporting UNICEF's objectives and the identity of UNICEF itself as an intergovernmental agency of the United Nations. To this effect it creates and maintains an official name (as defined in 2 above) to be used in formal communications, i.e. stationery and legal acts, clearly distinct from the UNICEF signature (as specified in the UNICEF Identification and Standards Manual).

In all PR, fundraising, advocacy and/or other campaign-related written or other communications, the Committee is authorized to depict the UNICEF signature or its official variants to promote identification and public recognition of UNICEF. However, such materials – if practically possible – should clearly show that the originator is the Committee, using its official name.

- b) take, with appropriate support on the part of UNICEF, such action as may be necessary within its own country, where the interests of UNICEF are threatened by third parties, to protect the name and interests of UNICEF. The National Committee shall immediately inform the Executive Director of UNICEF in the event of any significant threat and the remedial steps being taken. Legal action for the protection of the name and reputation of UNICEF may only be initiated with the authorization of the Executive Director of UNICEF; and
- c) refrain from pursuing objectives and engaging in activities which are not consistent with the objectives of UNICEF as interpreted by the Executive Director of UNICEF; and
- d) represent themselves and use UNICEF's signature as indicated above in accordance with policies and guidelines established in consultation with National Committees in relation to the commercial use of its name, including the temporary use of UNICEF's signature by third parties. These policies are described in separate policy guideline

- 3) Whenever a UNICEF Office and a National Committee are established in the same country, the National Committee and the UNICEF Office shall consult each other for the overall planning of their activities. In these countries, the Committee will be the agent for all non-governmental donations to be channelled to UNICEF.
- 4) A National Committee, to conduct its operations, shall have governing and executive bodies, the functions of which shall be described in its statutes, by-laws and internal regulations adopted and implemented in conformity with relevant national legal requirements. These statutes, by laws and amendments thereto must be prepared and/or amended in consultation with UNICEF and submitted to the Executive Director of UNICEF prior to their being finally approved by the governing body of the National Committee and/or national authorities. Once approved, the statutes and by laws shall be deposited with UNICEF. National Committees shall ensure that constitutional arrangements and policies are consistent with this Agreement, and up-to-date copies of relevant legal and constitutional documents will be deposited with UNICEF.

- 5) The National Committee may form or recognize existing regional, local and other sub-committees. No such sub-committee may be constituted without prior written authorization by the National Committee. All activities intended by such sub-committees, including the use of the UNICEF name and logo, are subject to prior approval and supervision by the National Committee, in accordance with this Cooperation Agreement, and to all rules and regulations of the National Committee. The sub-committees are accountable to the National Committee.

B) CONSULTATION AND EXCHANGE OF INFORMATION

- 6) UNICEF and the National Committee agree that consultation and exchange of information are the cornerstones of a co-operative relationship.
- 7) To this effect UNICEF and the National Committees agree that the Joint Planning Process is the primary mechanism to enable them to work together bilaterally to increase revenues for UNICEF programmes and promote UNICEF's goals. The Joint Planning Process is the mechanism through which to jointly establish the goals and objectives, which will determine activities to be carried out in the fields of National Committee's work, i.e. advocacy, communication and fundraising. This joint process will necessitate rigorous examination by the National Committee of the rationale and effectiveness of all their activities in relation to agreed goals, and a shared assessment of the effectiveness of UNICEF's support. The JPP seeks to ensure that action for UNICEF by National Committees and by UNICEF is integrated, streamlined, cost-effective and time-effective, while serving the overall development and goals of UNICEF. UNICEF has the right, in consultation with the National Committee, to initiate a more detailed assessment of the Committee and its work should the JPP indicate a need for detailed consideration of exceptional issues or problems.
- 8) National Committees are entitled to attend the UNICEF Executive Board meetings as observers. They may also address the Board through the Chairperson of the National Committees' Standing Group. If attending as part of a national delegation, National Committee representatives may also participate as agreed with their national delegation.

National Committees shall be informed of regular sessions of the Board and its decisions, and provided with full documentation.

- 9) It is further agreed that UNICEF and the National Committee will work together as partners, sharing information and consulting as specified in the following areas:
- i UNICEF and the National Committee will share, in a timely manner information on their respective plans and significant achievements;
 - ii UNICEF and the National Committee will share information on their respective financial situations;
 - iii UNICEF will provide the National Committee with relevant and timely information on the use made of their contributions;
 - iv UNICEF will provide appropriate information to the National Committee to clarify interpretations of UNICEF policies, on request or where interpretations change;
 - v UNICEF and the National Committee will share, in a timely manner appropriate information concerning their relations with the country's Government (including information concerning meetings between UNICEF staff and national authorities in the country); as well as with public officials, and governmental or non-governmental bodies within the country;

- vi UNICEF will provide the National Committee with all assistance and technical support necessary to maintain the National Committee's tax exemption status;
- vii UNICEF and the National Committee will share annual workplans and budgetary information in the context of the longer term strategic goals as per the format and timeframe defined in the Joint Planning Process;
- viii The National Committee will provide to UNICEF its annual financial report and report of its activities, and a copy of its audited statement of accounts. (These shall be sent yearly according to the agreed format and timing);
- ix UNICEF and the National Committee will work together in a spirit of mutual respect, partnership and transparency, sharing information and ideas, consulting and assisting each other, for the effective achievement of their shared objectives. The main mechanisms for this partnership are detailed in Annex B.

C) FUND-RAISING AND ALLOCATION OF FUNDS

- 10) The National Committee will work to maximize the revenue for UNICEF, and UNICEF will support and assist the National Committee in the achievement of this primary objective.
- 11) UNICEF and the National Committee agree that the National Committee will solicit, receive and acknowledge donations, gifts and bequests on behalf of UNICEF.
- 12) With regard to sales of UNICEF products:
 - a) The National Committee acts as UNICEF's sole sales and distribution agent within the country for the marketing, distribution and sale of UNICEF-sourced greeting cards and other products.

UNICEF has a leadership role in, and responsibility for, finding new, innovative promotion, sales and fulfillment channels. Implementation of such new strategic initiatives will be done in partnership with National Committee.
 - b) Locally developed, sourced and/or licensed products are only allowed with the prior written authorization of UNICEF.
 - c) UNICEF owns all UNICEF products until sold, and the National Committee acts as sole agent of UNICEF, the principal, which enjoys the protection of the privileges and immunities of the United Nations.
- 13) The work of UNICEF and its National Committees is directed towards the achievement of a world in which children's rights can be met. This places an obligation on the parties to this agreement to work together to maximize the resources available for programmes and advocacy on behalf of children, keeping administrative costs to a necessary minimum. Organizing appropriate fund-raising campaigns for UNICEF programmes of cooperation, including the sale of UNICEF products, forms a vital part of the Committee's work. The Committee may retain funds to cover necessary fundraising and operational costs, and to implement advocacy and other activities, in accordance with the terms agreed with each individual Committee during the Joint Planning Process. All other funds raised will be transferred to UNICEF.

- 14) The National Committee will agree with UNICEF through the Joint Planning Process the appropriate level of its contribution to UNICEF, in the light of relevant national market conditions, the level of development of the National Committee, and other planning considerations. In establishing such agreements, UNICEF and the National Committee will take into account the primary goal of income maximization, with the expectation that each National Committee will contribute at least 75% of its revenue to UNICEF, calculated on the basis of the JPP reporting forms. Variations are possible and must be mutually agreed upon in advance during the Joint Planning Process.
- 15) Government contributions to UNICEF transferred through the National Committee will be remitted to UNICEF in their totality. Grants received from governmental authorities or private individuals, which are clearly earmarked for supporting the work of the National Committee, will not be included in the calculation of the contribution to UNICEF. These shall be separately identified in the Committee's accounts.

D) FINANCIAL REPORTING AND TRANSFER OF FUNDS

- 16) All funds due to UNICEF shall be transferred as per the timeframe on financial reporting specified in the separate annex on Financial Reporting.
- 17) The Committee shall maintain accounts in conformity with generally accepted accounting practices and in accordance with a financial reporting system agreed upon with UNICEF

The accounts, including product inventory accounts, shall be audited annually by the National Committee's certified external auditors after the end of the National Committee's financial year and be submitted to UNICEF. These auditors will be requested to certify the National Committee's financial compliance with this Agreement.

- 18) The Committee may constitute reserve funds. In this case, the composition of any such funds should be in accordance with the statutory requirements in the country of the National Committee. During the Joint Planning Process, UNICEF and the National Committee will review the utilization of such reserve funds.

E) CONFLICT RESOLUTION

- 19) If a disagreement arises between the National Committee and UNICEF concerning the interpretation of the Cooperation Agreement or the implementation of UNICEF's policy, the Executive Director of UNICEF or his/her Representative may request to meet with the National Committee's governing body to resolve any such issue.

The Chairperson of the Standing Group of National Committees or an agreed nominee will perform a mediator role, at the request of the National Committee, in conflict resolution, as a mechanism to support all National Committees.

- 20) If a National Committee operates under difficult circumstances and is unable to comply with the agreed annual joint plan UNICEF and the National Committee will jointly review the situation, within the Joint Planning framework, and develop alternative scenarios for corrective action.
- 21) In the case of repeated non-compliance with the jointly agreed-upon plans, financial targets, and/or incomplete transfer of funds, UNICEF may suspend immediately the provision of goods and services to the National Committee, pending procedures defined in F below.
- 22) UNICEF, in agreement with a National Committee's governing body, may implement a temporary solution to administer a National Committee in crisis, and prepare a plan of renewal and/or reorganization, as necessary.
- 23) If reports on activities and finances do not meet the requirements of this Agreement, UNICEF may request an additional audit of specific areas of interest. In consultation with the National Committee, UNICEF may decide to participate in the audit through its internal audit team.

F) REVIEW, SUSPENSION AND TERMINATION

- 24) The compliance by both partners, UNICEF and the National Committee, with this Agreement, as well as the performance of the National Committee and, the relationship between UNICEF and the National Committee, will be reviewed every three years in a broad strategic evaluation discussion, as part of the Joint Planning Process.
- 25) This Agreement may be terminated by either party upon giving 6 months' prior written notice, as a result of the broad strategic evaluation discussion and the Joint Planning Process, mentioned in Article 24. The Executive Director of UNICEF may suspend or terminate this Agreement upon 90 days' notice in case of a serious breach of the conditions herein provided and may terminate it without notice for fundamental breach relating to misconduct and/or misuse of the name of the United Nations or that of UNICEF.

If formal action is initiated toward suspension or termination of this Agreement, the "sole agent" privileges of a Committee may be suspended immediately, and UNICEF may contract sale of its products through another agent, until the Agreement is reactivated by signature of both parties, or until a new National Committee is established in the country.

- 26) The National Committee, may, within three months of notice being given of such suspension or termination, address a request for restoration of privileges and/or continuation of recognition to a Special Panel composed of the Chairperson of the UNICEF Executive Board, the Executive Director of UNICEF and the Chairperson of the National Committees Standing Group. Such request shall be accompanied by a written submission from the National Committee setting forth in reasonable detail the reasons for its disagreement with UNICEF. Upon request by the Special Panel, the National Committee may make additional oral and/or written submissions to the Special Panel. The Special Panel will decide by consensus and its decisions will be final.

- 27) Upon termination of this Cooperation Agreement, all funds collected for UNICEF shall be accounted for and the amount due transferred to UNICEF together with such material as the Committee and UNICEF may agree upon. Any assets or properties of the Committee remaining after payment, or provision for payment, of the Committee's liquidation expenses, debts and liabilities, shall, subject to national law, also be transferred to UNICEF.

In Witness whereof, the parties hereto have duly executed this Agreement as of the date above set forth.

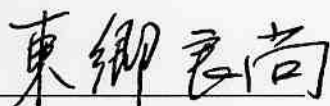
Signatures:



Satoshi Sumita
President
Japan Committee for UNICEF

22 MAY. 2000

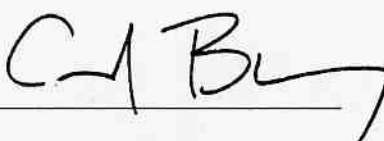
date



Yoshihisa Togo
Executive Director
Japan Committee for UNICEF

22 May. 2000

date



Carol Bellamy
Executive Director
United Nations Children's Fund
(UNICEF)

22 May 2000

date

ANNEX A

RECOMMENDATIONS FOR NATIONAL COMMITTEE STRUCTURES

- a) A National Committee should have a broadly based composition of persons sympathetic to UNICEF and its goals, and who represent a cross-section of society. These persons may serve in the governing body of a National Committee in a voluntary capacity and may operate in local entities or sub-committees.
- b) A governing body (named according to the rules and customs of the country: Executive Board, Board of Directors, Council, etc.) shall supervise the operations of the National Committee and assess the degree to which those operations are in accordance with the Committee statutes and UNICEF policies. It is generally this body which approves the Committee's yearly workplan and budget proposals and endorses at the end of each year the annual accounts and the report of achievements. Board members should be selected based on their experience and capacity to provide support to the National Committee in terms of sales and fundraising, advocacy and outreach, visibility and technical expertise. Some members of the Board may also be drawn from the local sub-committees.
- c) The governing body of the National Committee delegates to its Secretariat the management and implementation of the Committee's plans and activities.
- d) The Secretariat of the National Committee should be headed by a Chief Executive selected by the governing body of the National Committee. UNICEF may participate in the selection process if requested by the Governing Body of the National Committee. The National Committee is encouraged to seek UNICEF's advice.
- e) Keeping in mind a judicious balance of its different roles, a National Committee should, when financially possible, include officers or units in charge of product sales, fund-raising, information, advocacy and education for development, volunteer management, and other matters. In the case of new or small Committees, more than one of the above functions may temporarily be assigned to the same person.

ANNEX B

MECHANISMS FOR EXCHANGE AND CONSULTATION BETWEEN UNICEF AND THE NATIONAL COMMITTEE

- 1) The **Annual Meeting** of National Committees, normally meeting once a year, is the highest organizational body of cooperation between the National Committees and UNICEF. The Annual Meeting is composed of delegations of all National Committees, including their Chairpersons and Chief Executive Officers, as indicated in the Annual Meeting Terms of Reference. The Annual Meeting may discuss programme and policy issues, coordination and planning and any matters relevant to National Committees and their relationship to UNICEF. The agenda and themes of the Annual Meeting are prepared by the Standing Group and the Geneva Regional Office. It also discusses and approves the recommendations made by the technical Workshops (see article 4 of this Annex B) and the Standing Group (see article 2 of this Annex B). Its recommendations should then be implemented by all National Committees.
- 2) The **Standing Group** of the National Committees is elected by the Annual Meeting and organized as indicated in its Terms of Reference. The Standing Group is the body of coordination between the National Committees and UNICEF and therefore organizes, when necessary, consultations. The Standing Group further prepares the Annual Meeting, follows up on the implementation of resolutions, decisions and recommendations made by the Annual Meeting, represents the views of the National Committees between two Annual Meetings, confers with UNICEF on matters of mutual interest and carries out all other activities as described in its Terms of Reference.
- 3) Planning and Coordination Meetings, additional *ad hoc* meetings, fora or task forces can be established by the Standing Group in consultation with the Geneva Regional Office to broaden and expand consultation on general or particular items.
- 4) The technical Workshops are consultative bodies subsidiary to the Annual Meeting. They are established to cover the main activities of the National Committees such as Sales, Private Sector Fund raising, Information and Education for Development. Each of these Workshops is governed by its own Terms of Reference; these are organized to enable National Committee and UNICEF professionals to discuss and make recommendations on issues related to the particular field of activities of the Workshops. New Workshops can be established only by the Annual Meeting.
- 5) Exchange of information between National Committees, as well as the creation of affinity groups, is encouraged.