

Prague, 9 December 2022

Ref.No.: ECARO/CZ/MOI/L002

**Refugee Facilities Administration of the Ministry of the Interior of the Czech Republic
Address**

**Subject: Letters of exchange for the provision of support related to emergency
refugee response in the Czech Republic**

Dear Director Bacík,

I am pleased to confirm UNICEF's agreement to support the implementation of activities related to the emergency refugee response in the Czech Republic in the amount of 179,260,117.34 CZK for the period from 9th December 2022 to 31st December 2024.

The funds are intended to support and strengthen the Czech Republic in responding to needs of refugee children and children of host communities to ensure access to adequate integrated support services (Child Protection, Education, MHPSS). Activities listed within this exchange of letters are aligned with UNICEF's Core Commitments for Children in Humanitarian Action as well as Refugee Response Plan for 2022-2023.


The partnership is expected to contribute to the realization of outputs and set targets as per attached joint workplan in Annex 1.

The funds will be transferred to support the following activities:


1. Strengthen the capacities of Integration Centres to provide integrated services to refugees and migrants and ensure the specific needs of vulnerable refugee children and families are met

The Direct Cash Transfer, or Reimbursement, other than Direct Payments, shall be made by UNICEF in Czech Koruna (Kč / CZK) to the following bank account of the **Refugee Facilities Administration of the Ministry of the Interior of the Czech Republic**

Bank name: CESKA NARODNI BANKA
Bank address: Na Příkopě 28, 115 03 Praha 1
BIC/SWIFT*: CNBACZPP

Beneficiary's account number IBAN: CZ7307100001230052626881
Beneficiary's account name: Správa uprchlických zařízení Ministerstva vnitra (Refugee Facilities Administration of the Ministry of the Interior) / Pavel Bacík
Beneficiary's account address: Lhotecká 7, 142 01 Praha 12
Bank contact person: 

The Refugee Facilities Administration of the Ministry of the Interior of the Czech Republic authorizes the following officials certify / approve financial transactions:

Name: Pavel Bacík
Title: Director
Email: 

Sample signature: _____


UNICEF cash transfers are governed under the UN Sustainable Development Group's Harmonized Approach to Cash Transfers (HACT) framework. Under the HACT framework, the **Refugee Facilities Administration of the Ministry of the Interior of the Czech Republic** shall submit to UNICEF the following reports as part of quality assurance and effective monitoring of implementation:

- a) Quarterly request for cash transfers through the Funding Authorization and Certificate of Expenditure (FACE) form for implementation of activities according to agreed workplan
- b) Monthly progress reports
- c) Quarterly fund utilization report, together with the request for the next instalment, after following the completion of agreed activities
- d) Final fund utilization report and final narrative report within one month upon completion of the Programme.

This Letter is originally signed in two (2) copies in English. Both Parties shall keep the original signed copy of the Letter.

Please confirm your agreement, on behalf of the Refugee Facilities Administration of the Ministry of the Interior of the Czech Republic, by signing, dating and returning to us the enclosed copy of this Letter.

Sincerely,

United Nations Children's Fund



Yulia Oleinik

Emergency Coordinator
UNICEF Refugee Response in the
Czech Republic

Agreed on behalf of Refugee Facilities
Administration of the Ministry of the
Interior of the Czech Republic



Favel Bacik

Director
Refugee Facilities Administration of the
Ministry of the Interior of the Czech Republic

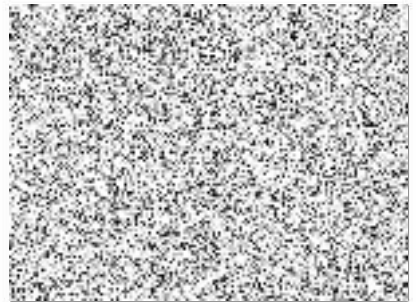
Annex I: Workplan and the budget

Annex II: UNICEF standard terms and conditions

MINISTRY OF INTERIOR and UNICEF Workplan - December 2022 to December 2024

Workplan for Children Results											
Key Intervention	Description of activity	Budget EUR	Budget CZK	2022 CZK	2023 CZK	2024 CZK	Partner organisations/Institutions	Means of Verification	Modality of Cooperation	Additional Comments	UNICEF Additional Contributions
Integrated support to refugee children and families (Child Protection, Education, MHPSS, Social Cohesion)	1.1 Strengthen the capacity of Integration Centres to provide child and gender-sensitive social services (Information dissemination; legal and social counselling; case management; support access to legal, housing, health, education, identify and refer child protection risks and violations).	3,778,424.62	96,212,327.90	12,026,540.99	36,079,622.96	48,106,163.95	Refugee Facilities Administration of the Ministry of the Interior (RFA MOI)	Partner reports; Database	DCT to RFA MOI	Includes: 1.1.1 Human Resources: recruitment of additional staff for 18 Integration Centres (CPICs) 1.1.2 Costs Associated with implementation of Activities: capacity building of the CPICs staff; elaboration of Standard Operational Procedures and guidelines as needed; working equipment; communication expenses etc	Technical support: Engagement with implementing partners Integrating global best practices + rights-based approach to programmes Support in integrating refugee perspective into prioritization exercises and communication materials Support in programme design Support solutions for implementation challenges Coordination and best practices sharing between partners and across sectors Outreach materials, awareness raising and community engagement activities Monitoring and evaluation Support in assessing accessibility of services, including how many people are currently being reached and who is currently being reached (e.g. breakdown by nationality, gender, age, etc.) Support in assessing quality of services, including impact on refugee and Czech communities. UNICEF will work with MOI and partners to ensure a coordinated humanitarian response at regional level to maximize synergies, ensure complementarity across interventions and avoid duplication. To ensure accurate reporting of results, particular efforts will be put into developing robust consolidated monitoring mechanisms across supported interventions with clear indicators and reporting guidelines to avoid potential double counting.
								Partner reports; Database			
								Partner reports; Database			
	Partner reports; Database										
	Partner reports; Database										
	Partner reports; Database										
	1.2 Strengthen the capacity of Integration Centres to provide Mental Health and Psycho Social support (MHPSS) and social cohesion activities to children (Information Dissemination; Provision of UNICEF ECD/Early learning materials for children aged 0-6; Provision of educational material to ensure access to learning; Social Cohesion interventions; Skills building; MHPSS for caregivers; parenting support/family strengthening programmes; GBV prevention, risk mitigation and response programmes)	2,740,245.56	69,776,542.08	8,722,067.76	26,166,203.28	34,888,271.04		Partner reports; Database	DCT to RFA MOI	Includes: 1.2.1 implementation of activities through NGOs and other local providers of services to vulnerable refugees, upon referral from CPICs; capacity building of NGOs and local service providers staff; strengthening coordination mechanisms and referral pathways. 1.2.2 MHPSS, Social Cohesion and other activities to be implemented directly by CPICs	
								Partner reports; Database			
								Partner reports; Database			
1.3 Establishment of Child and Youth Friendly Spaces, focusing on MHPSS provision as well as adolescent engagement and participation in line with core commitments for children in humanitarian action	521,184.85	13,271,247.36	1,658,905.82	4,976,717.76	6,635,623.68	Partner reports; Database	DCT to RFA MOI	Establishment of Children and/or Youth Friendly spaces within the CPICs, with technical support from UNICEF.			
						Partner reports; Database					
						Partner reports; Database					

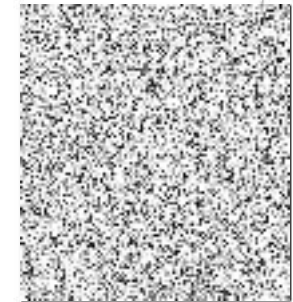
Total budget	7,038,855.04	178,260,117.34
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Workplan and Budget

25.46

1	Strengthen the capacities of Integration Centres' to provide integrated services to refugees and migrants and ensure the specific needs of vulnerable refugee children and families are met	Unit	Quantity	Cost per year	Cost per 2 years	2022	2023	2024	1 tranche	2 tranche	3 tranche	4 tranche	5 tranche	6 tranche	7 tranche	8 tranche	Cash UNICEF contribution
Activity 1.1	Strengthen the capacity of Integration Centres to provide child sensitive support social services			48,106,164 Kč	96,212,328 Kč	12,026,540.99	36,079,622.96	48,106,163.95	12,026,540.99	12,026,540.99	12,026,540.99	12,026,540.99	12,026,540.99	12,026,540.99	12,026,540.99	12,026,540.99	96,212,327.90
1.1.1	Human Resources	year	2	43,732,876 Kč	87,465,753 Kč	10,933,219.08	32,799,667.24	43,732,876.32	10,933,219.08	10,933,219.08	10933219	10933219	10933219	10933219	10933219	10933219	87,465,752.64
1.1.2	Costs associated with service delivery (10% of HR costs)operating costs associated with personnel increases	year	2	4,373,288 Kč	8,746,575 Kč	1,093,321.91	3,279,955.72	4,373,287.63	1,093,321.91	1,093,321.91	1093322	1093322	1093322	1093322	1093322	1093322	8,746,575.26
Activity 1.2	Strengthen the capacity of Integration Centres to provide MHPSS and Social Cohesion activities to children			34,888,271 Kč	69,776,542 Kč	8,722,067.76	26,166,203.28	34,888,271.04	8,722,067.76	8,722,067.76	8,722,067.76	8,722,067.76	8,722,067.76	8,722,067.76	8,722,067.76	8,722,067.76	69,776,542.08
1.2.1	Support NGOs and other service providers at local level to provide MHPSS and Social Cohesion activities to children and caregivers, upon referral of the Integration Centres	year	2	19,906,871 Kč	39,813,742 Kč	4,976,717.76	14,930,153.28	19,906,871.04	4,976,717.76	4,976,717.76	4976718	4976718	4976718	4976718	4976718	4976718	39,813,742.08
1.2.2	Integration Activities	year	2	1,033,200.00	2,066,400 Kč	258,300.00	774,900.00	1,033,200.00	258,300.00	258,300.00	258300	258300	258300	258300	258300	258300	2,066,400.00
1.2.3	Materials for Activities	year	2	3,616,200 Kč	7,232,400 Kč	904,050.00	2,712,150.00	3,616,200.00	904,050.00	904,050.00	904050	904050	904050	904050	904050	904050	7,232,400.00
1.2.4	Special Needs Fund (direct financial support to beneficiaries for special needs)	year	2	10,332,000 Kč	20,664,000 Kč	2,583,000.00	7,749,000.00	10,332,000.00	2,583,000.00	2,583,000.00	2583000	2583000	2583000	2583000	2583000	2583000	20,664,000.00
Activity 1.3	Strengthen the capacity of Child and Youth Friendly Spaces, in line with core commitments for children in humanitarian action	year	2	6,635,624 Kč	13,271,247 Kč	1,658,905.92	4,976,717.76	6,635,623.68	1,658,905.92	1,658,905.92	1658906	1658906	1658906	1658906	1658906	1658906	13,271,247.36
Total				88,630,058 Kč	178,260,117 Kč	22,407,514.67	67,372,544.00	89,630,058.67	22,407,514.67	22,407,514.67	22,407,514.67	22,407,514.67	22,407,514.67	22,407,514.67	22,407,514.67	22,407,514.67	178,260,117.34



GENERAL TERMS AND CONDITIONS

- 1.0 **LEGAL STATUS:** IP shall be considered as having the legal status of an independent contractor *vis-à-vis* UNICEF. IP's employees, personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.
- 2.0 **IP'S RESPONSIBILITY FOR EMPLOYEES, PERSONNEL AND SUBCONTRACTORS:** IP shall be responsible for the professional and technical competence of its employees, personnel and subcontractors and will select, for work under this Agreement, reliable persons who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.
- 3.0 **ASSIGNMENT:** IP shall not assign, transfer, pledge or make other disposition of this Agreement or any parts thereof, including any Programme Documents, or any of IP's rights, claims or obligations under this Agreement except with the prior written consent of UNICEF.
- 4.0 **SUB-CONTRACTING:** IP may not use the services of sub-contractors unless permission is granted in advance by UNICEF in writing in any particular case. If UNICEF approves a particular sub-contracting of services, the IP shall ensure that IP's sub-contractors do not use further tiers of sub-contractors, including sub-subcontractors, unless UNICEF has given prior written permission in each particular case. The use by IP of sub-contractors, or of further tiers of sub-contractors in the event that UNICEF has given prior written permission in accordance with the preceding sentence, shall not relieve IP of any of its obligations under this Agreement. The terms of any sub-contract, sub-subcontract and so forth shall be subject to, conform to and give full effect to the provisions of this Agreement. In particular, the IP shall ensure that any sub-contract or further tiers of sub-contracts include provisions substantially the same as Article 14.0.
- 5.0 **OFFICIALS NOT TO BENEFIT; RESTRICTION ON HIRING UNICEF PERSONNEL:**
- a. IP warrants that no official of UNICEF has received or will be offered by IP any direct or indirect benefit arising from this Agreement or the award thereof. IP agrees that breach of this provision is a breach of an essential term of this Agreement.
 - b. The IP represents and warrants that the following with regard to former UNICEF officials have been complied with and will be complied with: (i) during the one year period after an official has separated from UNICEF, the IP may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of the process leading to the IP's selection or the implementation of the Programme; and (ii) during the two year period after an official has separated from UNICEF, the former official may not communicate with UNICEF, or present to UNICEF, on behalf of the IP on any matters that were within such former official's responsibilities while at UNICEF.
- 6.0 **INDEMNIFICATION:** IP shall indemnify, hold and save harmless, and defend, at its own expense, UNICEF, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of IP, or IP's employees, officers, agents or sub-contractors, in the performance of this Agreement and Programme Documents. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by IP, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.
- 7.0 **ENCUMBRANCES/LIENS:** IP shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office

against any monies due or to become due for any work done, services rendered or materials, supplies or equipment furnished under this Agreement, or by reason of any other claim or demand against IP.

**8.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS;
CONFIDENTIALITY:**

8.1 Except as is otherwise expressly provided in writing in the Agreement, UNICEF shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which IP has developed under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement, and IP acknowledges and agrees that such products, documents and other materials constitute works made for hire.

8.2 At the request of UNICEF, IP shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNICEF in compliance with the requirements of applicable law.

8.3 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by IP under this Agreement shall be the property of UNICEF, shall be made available for use or inspection by UNICEF at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNICEF authorized officials on completion of work under the Agreement.

8.4 The IP shall respect the confidentiality of all information that UNICEF advises the IP is confidential, and shall treat it no less confidentially than the IP's most confidential information. When the IP is required to disclose UNICEF's confidential information by law, the IP shall give UNICEF sufficient prior notice of a request for the disclosure of information in order to allow UNICEF to have reasonable opportunities to take protective measures or such other actions as may be appropriate prior to any disclosure being made.

8.5 Where collection and use of data related to beneficiaries (meaning any personal information including identifying information such as the name, identification or passport number, mobile telephone number, email address, cash transaction details) is part of the responsibilities of the IP under this Agreement, such information shall be deemed to be UNICEF's confidential information and shall be governed by the UNICEF Disclosure of Information policy, a copy of which is available at http://www.unicef.org/about/legal_disclosure.html. The IP shall only use such data in order to implement the Programme Document. The IP shall promptly notify UNICEF of any actual or suspected or threatened incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to such data.

9.0 USE OF UNICEF'S AND IP'S NAME, LOGO AND EMBLEM: Each of the Parties is permitted to use the other's name, logo, and emblem, as applicable, solely in connection with this Agreement and the implementation of the Programme Documents, unless permission is withdrawn in any particular case by any of the Parties and notified in writing to the other Party. When reporting to third parties and/or general public, the IP will attribute results reported as being funded by UNICEF. At UNICEF's request, the IP shall provide visibility, as specified by UNICEF, to UNICEF's donors that are contributing funds for the Programme Document. Where such visibility would jeopardize the safety and security of the IP's staff, the IP shall propose appropriate alternative arrangements.

10.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

10.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, IP shall give notice and full particulars in writing to UNICEF, of such occurrence or change if IP is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. IP shall also notify UNICEF of any other changes in

conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this Article, UNICEF shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to IP of a reasonable extension of time in which to perform its obligations under this Agreement.

- 10.2 If the IP is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Agreement, UNICEF shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article 11.0, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 10.3 *Force majeure* as used in this Article means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar force or nature, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party concerned.
- 10.4 The IP acknowledges and agrees that, with respect to any obligations under this Agreement that the IP must perform in or for any areas in which UNICEF is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure*.

11.0 TERMINATION:

- 11.1 Either Party may terminate this Agreement by giving thirty (30) calendar days' written notice to the other Party in each of the following situations:
- a. if it concludes that the other Party has breached its obligations under this Agreement or any Programme Document and has not remedied that breach after having been given not less than fourteen (14) calendar days' written notice to do so with effect from a date specified in such notice; and
 - b. if it concludes that the other Party cannot meet its obligations under this Agreement.
- 11.2 UNICEF may also suspend or terminate, as it deems appropriate, this Agreement forthwith in each of the following situations:
- a. if implementation of any Programme Document has not commenced within a reasonable time;
 - b. if IP fails to take preventive measures against sexual exploitation and abuse, or child safeguarding violations; if IP fails to investigate allegations of sexual exploitation or abuse, or child safeguarding violations; or if IP fails to take corrective action if sexual exploitation or abuse or child safeguarding violations have occurred (as such terms are defined in Article 14.1);
 - c. if it decides that IP or any of its employees or personnel has engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice (as such terms are defined in clause 15.3 b.) or has engaged or have engaged in sexual exploitation or abuse, or any child safeguarding violations, without the IP having taken timely and appropriate action satisfactory to UNICEF;
 - d. should UNICEF's funding decrease, be curtailed or terminated; or
 - e. should IP be adjudged bankrupt, or be liquidated or become insolvent, or should IP make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of IP, in which case IP shall immediately inform UNICEF of the occurrence of any of the above events.

- 11.3 The Party receiving a notice of suspension or termination will immediately take all necessary steps to suspend or terminate (as the case may be) its activities in an orderly manner so that continued expenses are kept to a minimum.
- 11.4 Immediately upon sending or receiving a notice of termination UNICEF will cease disbursement of any funds under this Agreement and IP will not make any forward commitments, financial or otherwise, in connection with this Agreement.
- 11.5 On termination of this Agreement pursuant to this Article 11.0, IP will transfer either to UNICEF or in accordance with UNICEF's instructions the unexpended balance of the Cash Transfer held by IP and the unused supplies and equipment provided by UNICEF under this Agreement and any non-expendable property provided by UNICEF under this Agreement or purchased by the IP using funds provided by UNICEF under this Agreement.
- 11.6 If UNICEF exercises its right to terminate this Agreement, UNICEF will have the right to require IP to repay to UNICEF such amount of money, up to the total amount paid to IP by UNICEF prior to the date of the notice of termination, as UNICEF shall determine. It is understood that expenditures incurred by the IP in compliance with this Agreement prior to the date of the notice of termination will not be required to be repaid. The payment owing by IP will be made promptly upon receipt of UNICEF's notice to pay.
- 11.7 If UNICEF exercises its right to terminate this Agreement and decides that the Programme Document is to be implemented by another organization, IP will promptly provide full cooperation to UNICEF and the other organization in the orderly transfer to the other organization of all unused supplies and equipment provided to IP by UNICEF and the provisions of Article 11.5 above will apply.
- 12.0 **EVALUATION:** The evaluation of the activities performed under this Agreement shall be subject to the provisions of the UNICEF Evaluation Policy as from time to time approved or amended by UNICEF's Executive Board.
- 13.0 **COMPLIANCE WITH UNICEF POLICIES:** The IP and IP's employees, personnel, and subcontractors will be required to comply with:
- (a) the provisions of ST/SGB/2003/13 entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse", which is available at <https://undocs.org/ST/SGB/2003/13>;
 - (b) the relevant provisions of the substantive rules in UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children available at https://www.unicef.org/supply/files/Executive_Directive_06-16_Child_Safeguarding_Policy_-_1_July_2016_Final.pdf, and other UNICEF policies relating to the safeguarding of children as UNICEF may advise from time to time, or IP's own policy, which conforms to the standards set by Keeping Children Safe. "Child safeguarding" or "safeguarding of children" is the reduction of risk of harm to children arising from a party's work, employees, personnel or subcontractors; and
 - (c) the relevant provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption available at http://www.unicef.org/publicpartnerships/files/Policy_Prohibiting_and_Combatting_Fraud_and_Corruption.pdf or such other URL as may be decided from time to time by UNICEF.
- 14.0 **SEXUAL EXPLOITATION AND ABUSE; CHILD SAFEGUARDING VIOLATIONS:**
- 14.1 IP and IP's employees, personnel, or subcontractors, shall not engage in any sexual exploitation and abuse conduct, or child safeguarding violations. IP acknowledges and agrees that UNICEF will apply a policy of "zero tolerance" with regard to sexual exploitation and

abuse, and child safeguarding violations. For purposes of this Agreement the following definitions shall apply:

- (a) "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
- (b) "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited;
- (c) "child" means any person less than eighteen (18) years of age, regardless of any laws relating to consent or age of majority.
- (d) "child safeguarding violation" is a conduct by a party's employees, personnel or subcontractors that actually or likely causes significant harm to a child, including any kind of physical, emotional or sexual abuse, neglect or exploitation.

14.2 Without prejudice to the generality of the foregoing:

14.2.1 Sexual activity with any person less than eighteen (18) years of age, regardless of any laws relating to consent or age of majority, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under this Agreement.

14.2.2 The exchange of any money, employment, goods, services, or other things of value, for sexual favors or activities or from engaging in any sexual activities that are exploitative or degrading to any person, shall constitute sexual exploitation and abuse.

14.2.3 IP acknowledges and agrees that sexual relationships between beneficiaries of assistance and IP's employees, personnel, or subcontractors, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNICEF and are strongly discouraged.

14.3 Prevention. IP shall take all appropriate measures to prevent sexual exploitation and abuse, and child safeguarding violations, by its employees, personnel or subcontractors. IP shall, *inter alia*, ensure that its employees, personnel or subcontractors shall have undertaken and successfully completed appropriate training with regard to the prevention of sexual exploitation and abuse, and training on safeguarding children. Such training shall include but not be limited to: reference to definitions of sexual exploitation and sexual abuse, and child safeguarding violations; a clear and unambiguous statement that any form of sexual exploitation and abuse, and any conduct that undermines the safeguarding of children, is prohibited; the requirement that any allegations of sexual exploitation and abuse, or child safeguarding violations be promptly reported as provided for in Article 14.4; and the requirement that alleged victims of sexual exploitation and abuse or child safeguarding violations, be promptly informed of and referred to available professional assistance, upon her or his consent.

14.4 Reporting of allegations to UNICEF. IP shall promptly and confidentially, in a manner that assures the safety of all involved, report allegations of sexual exploitation and abuse, or any reasonable suspicion (or allegations) of child safeguarding violations, arising from this Agreement, of which IP has been informed or has otherwise become aware, to the UNICEF head of office in Country or the UNICEF Director, Office of Internal Audit and Investigation.

14.5 Investigation. IP shall properly and without delay investigate allegations of sexual exploitation and abuse, or child safeguarding violations, by IP's employees, personnel, or

subcontractors. (It is understood, however, that any investigation conducted by the IP under this clause shall be without prejudice to the right of UNICEF under Article 15.3 to conduct investigations.) IP shall keep UNICEF informed during the conduct of the investigation, without prejudice to the due process rights of any persons concerned. Following the conclusion of the investigation by the IP, IP shall promptly provide reports on the outcome of the investigation, including any relevant details relating the alleged offender, to the extent legally possible. Upon request, IP shall provide relevant evidence to UNICEF for examination and further use by UNICEF as deemed necessary solely by UNICEF. UNICEF may decide that the obligation on the part of the IP under the first sentence of this Article 14.5 to conduct an investigation shall not apply if an investigation is being or has been conducted by competent national authorities. In the event that competent national authorities are conducting or have conducted the investigation, IP shall assist UNICEF and take all necessary steps, to the extent legally possible, for UNICEF to obtain information on the status and outcome of the investigation.

15.0 ASSURANCE ACTIVITIES:

15.1 Audit:

- a. At the request of and at such times as determined solely by UNICEF, IP will have its activities under this Agreement audited. Audits will be performed subject to such standards, scope, frequency and timing as decided by UNICEF (and may cover financial transactions and internal controls related to the activities implemented by IP).
- b. Audits as provided under paragraph 1 of this Article shall be conducted by individual or corporate auditors to be designated by UNICEF, such as, for example, an audit or accounting firm. IP shall provide its full and timely cooperation with any audits. Such cooperation shall include, but shall not be limited to, IP's obligation to make available its personnel and any relevant documentation and records for such purposes at reasonable times and on reasonable conditions and to grant the auditors access to IP's premises and/or sites of programme implementation at reasonable times and on reasonable conditions in connection with such access to IP's personnel and relevant documentation and records. IP shall require its agents, including, but not limited to, IP's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any audits carried out hereunder.
- c. In the event that the audit is conducted by auditors designated by UNICEF, UNICEF or the auditors will provide a copy of the final audit report to IP without delay.

15.2 Spot checks and programmatic visits:

IP agrees that, from time to time, UNICEF may conduct on site reviews ("spot checks" and programmatic visits), subject to such standards, scope, frequency and timing as decided by UNICEF. IP shall provide its full and timely cooperation with any such spot checks or programmatic visits, which shall include IP's obligation to make available its personnel and any relevant documentation and records for such purposes at reasonable times and on reasonable conditions and to grant to UNICEF access to IP's premises and/or sites of programme implementation at reasonable times and on reasonable conditions. IP shall require its agents, including, but not limited to, IP's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any spot checks carried out by UNICEF hereunder. It is understood that UNICEF may, at its sole discretion, contract for the services of an individual or corporate person to conduct spot checks or programmatic visits, or UNICEF may conduct spot checks or programmatic visits with its own staff, employees and agents.

15.3 Investigation:

- a. IP agrees that UNICEF may conduct investigations, at such times as determined solely by UNICEF, relating to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, and the operations of the IP relating to performance of this Agreement. The right of UNICEF to conduct investigations shall not lapse upon expiration or prior termination of this Agreement. IP shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, IP's obligation to make available its personnel and any relevant documentation and records at reasonable times and on reasonable conditions and to grant to UNICEF access to the IP's premises and/or sites of programme implementation at reasonable times and on reasonable conditions. IP shall require its agents, including, but not limited to, IP's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any investigations carried out by UNICEF hereunder. It is understood that UNICEF may, at its sole discretion, contract for investigation services of an individual or corporate person, or UNICEF may conduct investigations with its own staff, employees and agents.
- b. IP agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this Agreement, of which IP has been informed or has otherwise become aware, promptly to the attention of the Director, Office of Internal Audit and Investigation, UNICEF. For purposes of this Agreement, the following definitions shall apply:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;
 - (ii) "fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
 - (iii) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (iv) "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;
 - (v) "obstructive practice" means acts intended to materially impede the exercise of UNICEF's contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNICEF investigation into allegations of fraud and corruption.

15.4 IP consents to the public disclosure by UNICEF of the audit reports referred to in Article 15.1; the spot check and programmatic visit reports referred to in Article 15.2; and the investigation reports referred to in Article 15.3. It is understood that investigation reports under Article 14.5, or perpetrator information, will only be shared within the UN.

16.0 **ASSESSMENTS:** IP agrees that UNICEF may from time to time conduct assessments of IP, including IP's capacity to perform its obligations as an implementing partner in a manner satisfactory to UNICEF, IP's capacity to prevent sexual exploitation and abuse, and child safeguarding violations and internal control framework ("assessments"). UNICEF may conduct such assessments subject to such standards, scope, frequency and timing as decided by UNICEF with reasonable advance notice provided to the IP. IP shall provide its full and timely cooperation with any assessments. Such cooperation shall include, but shall not be limited to, IP's obligation to make available its personnel and any relevant documentation and records at reasonable times and on reasonable conditions and to grant to UNICEF access to IP's premises at reasonable times and on reasonable conditions. IP shall require its agents,

including, but not limited to, IP's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any assessments carried out by UNICEF hereunder. It is understood that UNICEF may, at its sole discretion, contract for services of an individual or corporate person to conduct any assessment, or UNICEF may conduct the assessment with its own staff, employees and agents. IP consents to the public disclosure by UNICEF of the assessments referred to in this Article 16.0. It is understood that assessment reports of the IP's capacity to prevent sexual exploitation and abuse, and child safeguarding violations will only be shared within the UN.

- 17.0 **REFUNDS/OFFSETS:** UNICEF shall be entitled to a refund from IP or to make an offset against any amounts payable to IP: for any amounts paid by UNICEF or used by IP other than in accordance with the terms and conditions of this Agreement, including any amounts shown by audits, spot checks or investigations to have been so paid or used; for any amounts paid by UNICEF or used by IP as a result of IP or any of its employees or personnel having engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice (as such terms are defined in clause 15.3 b.); for any unspent amounts; for any amounts transferred by UNICEF to IP but not included or properly reflected in any financial report (using the FACE form) or supported by appropriate documentation and records; for any amounts paid by UNICEF in relation to an Ineligible Expenditure; or for any amounts otherwise subject to a refund in accordance with the terms of this Agreement. IP will make payment of such refund promptly upon receiving from UNICEF a written request for such refund.
- 18.0 **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNICEF.
- 19.0 **OBSERVANCE OF THE LAW:** IP shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement.
- 20.0 **AUTHORITY TO MODIFY:** No modification or change in this Agreement shall be valid and enforceable against UNICEF unless provided by a written amendment to this Agreement signed by a duly authorized officer of UNICEF and an Authorized Officer of IP.
- 21.0 **SUPPORT TO TERRORISM:** IP agrees to apply the highest reasonable standard of diligence to ensure that cash, supplies and equipment under its control, including but not limited to cash, supplies and equipment transferred by UNICEF to IP: (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred by the IP to any individual or entity on the UN Security Council Committee Consolidated List available at <https://www.un.org/securitycouncil/sanctions/un-sc-consolidated-list>; and (c) are not used, in the case of money, for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.