

Prague
1st September 2022

Ref. No.: YO/2022/007

Educational Institute of the Central Bohemia Region - VISK®
V Kolonii 1804
288 02 Nymburk

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

Dear Mr. Holý,

Within the framework of the work plan signed with the Ministry of Education, Youth and Sports on August 22, I am pleased to confirm UNICEF's agreement with Educational Institute of the Central Bohemia Region (VISK) to support the implementation of activities related to the emergency refugee response in the Czech Republic in the amount of 30 000 000 CZK for the period from 1st September 2022 to 31st August 2023.

The funds are intended to support and strengthen the capacities of VISK in responding to needs of refugee children and children affected by the economic impact of the crisis to ensure access to adequate care, education, pedagogical and relevant cross-sectoral services. 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.

The partnership is expected to contribute to the realisation of outputs and set targets as per the attached joint detailed work plan in Annex 1.

The funds will be transferred to support the following activities:

1. Qualification course/Training of Ukrainian pedagogical staff who will work in schools as of September 2022

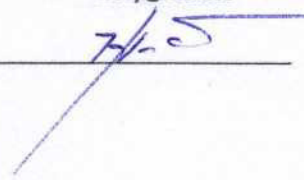
The Direct Cash Transfer, other than Direct Payments, shall be made by UNICEF in Czech Koruna to the following bank account of the VISK:

Bank name:	Komerční banka
Bank address:	Na Příkopě 33, 114 07 Praha 1, P.O. BOX 839, Česká republika
Account title:	VZDĚLÁVACÍ INSTITUT STŘEDOČESKÉHO KRAJE
Account No.:	18538191/0100
IBAN:	CZ020100000000018538191
SWIFT address: BIC code:	KOMBCZPP
Bank contact person	

The VISK authorizes the following officials certify / approve financial transactions:

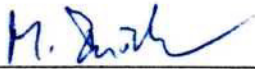
Name:	Mgr. Jiří Holý
Title:	director
Email:	holy@visk.cz

Sample signature: _____



and

Name: Mgr. Martin Dušek
Title: vicedirector
Email: dusek@visk.cz

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 VISK shall submit to UNICEF the following reports as part of quality assurance and effective monitoring of implementation of activities funded by UNICEF:

- a) Quarterly request for cash transfers through the Funding Authorization and Certificate of Expenditure (FACE) form for implementation of activities according to agreed work plan
- b) Bi-weekly updates on indicators
- c) Quarterly fund utilization and narrative reports, 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.

VISK agrees that UNICEF may conduct on site reviews ("spot checks" and programmatic visits), subject to such standards, scope, frequency and timing as decided by UNICEF. VISK shall provide its full and timely cooperation with any such spot check or programmatic visits, which shall 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 VISK premises and/or sites. At the request of and at such times as determined by UNICEF, VISK will have its activities under this Partnership audited. Audits will be performed subject to such standards, scope, frequency and timing as decided by UNICEF.

Any communication, materials and documents prepared as part of this collaboration must be approved by both Parties prior to its use. The Parties agree to recognize and acknowledge their cooperation, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Except as is otherwise expressly provided in the referenced work plan, each Party will retain ownership in all pre-existing 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, that the disclosing Party may share with the other Party for the purposes of this collaboration. Unless as otherwise agreed in writing by the Parties, each Party grants a worldwide, non-exclusive, perpetual, non-transferable, royalty-free license to use, reproduce and adapt intellectual property developed under this MoU or other proprietary rights in the collaboration for educational and research purposes, but excluding any commercial or other income-generating use.

During the collaboration, each Party may share with the other non-public data, research or other proprietary information. When sharing such information, the Party disclosing such information may impose additional reasonable conditions on its use, including conditions on further disclosure. The Party receiving such information will comply with any such conditions notified to it. Each Party will treat such information provided by the other as confidential and will take reasonable precautions to protect such materials and will use the same standard of care in maintaining the materials confidential as it uses for its own confidential information. Neither Party will disclose such information to any person without the prior written consent of the other, except for those of its employees, consultants and/or agents who have a need to know the information for the purpose of this collaboration.

The Parties acknowledge that data, including individual personal data of children, may be collected or generated through the collaboration activities or shared between them during the term of this MoU. Each Party confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the performance of the collaboration activities.

The VISK further agrees to ensure that their collection, use, processing and sharing of individual personal data meet all applicable local laws and regulations.

The Parties are committed to the highest standards of ethical conduct and each has policies, procedures, and systems to help maintain those standards. The VISK confirms that no official of UNICEF or of any National Committee for UNICEF has been offered or has received (and will not in the future receive) any benefit as a result of this collaboration. This includes, for example, gifts, favours or hospitality. The VISK also confirms that for two years from the date of this MoU they will not employ any UNICEF personnel who were involved in developing or establishing this collaboration without consulting UNICEF first.

The VISK confirms that it and its respective personnel will comply with all applicable laws, including, but not limited to, all applicable laws relating to financial probity, safeguarding of children and adults, preventing discrimination and preventing sexual abuse and exploitation.

The VISK confirms that neither it nor any of its affiliates (including parent entities, subsidiaries, and other entities in which it owns a substantial interest), is directly or indirectly engaged in (a) any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999) or (b) the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

The VISK confirms that it will take all appropriate measures to prevent any of its personnel or any of its affiliates' personnel sexually exploiting or sexually abusing anyone, in particular children.

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

Please confirm your agreement, on behalf of VISK, by signing, dating and returning to us the enclosed copy of this Letter.

Sincerely,

United Nations Children's Fund

Agreed on behalf of
Educational Institute of Central Bohemia Region (VISK)


Yulia Oleinik
UNICEF


Mgr. Jiří Holý

Annex I: Work plan and the budget

Annex II: Letter for the provision of support related to emergency refugee response in the Czech Republic signed with the Ministry of Education, Youth and Sports