

CONTRACT NO		AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43304141			2300052564	Bhopal, India
Agreement entered into between UNICEF and <i>(as hereinafter referred to as "The Contractor")</i>			NAME IIHMR University	CONTACT PERSON Dr. Pankaj Gupta
CURRENCY INR	ADDRESS SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan 302029 India E-Mail: saurabh@iihmr.edu.in		TELEPHONE NO. 1413924700	FAX NO.
This agreement shall commence on 17 Jul 2020 and shall expire upon satisfactory completion of the services described below but not later than 31 Dec 2020, unless sooner terminated under the terms of the agreement.				

UNITED NATIONS CHILDREN'S FUND (UNICEF)

wishes to enter into an institutional contract
with

IIHMR University

SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan, 302029
India

Telephone: 1413924700

Fax:

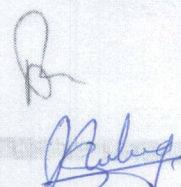
for the provision of the following services

Contract " Supporting National Health Mission(NHM) in developing capacities of health care functionaries on Infection Prevention Control and WASH protocols in health care facilities under COVID-19 context in select districts and scale-up across the State in Madhya Pradesh"

NOTE: The Focal Point and Project Manager for this Project in UNICEF Bhopal is Pankaj Mathur (pmathur@unicef.org) , WASH Specialist who should be contacted for all issues, clarifications and actions, especially with regard to implementation of this Contract.

as stipulated in the attached document

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS HEREIN


Registrar

The IIHMR University
1, Prabhu Dayal Marg
Airport, Jaipur-302029

Institutional Contract

CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43304141		2300052564	Bhopal, India
Agreement entered into between UNICEF and (Hereinafter referred to as "The Contractor")		NAME IIHMR University	CONTACT PERSON Dr. Pankaj Gupta
CURRENCY INR	ADDRESS SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan, 302029 India E-MAIL: saurabh@iihmr.edu.in	TELEPHONE NO. 1413924700	FAX NO.

ITEM	SERVICE DESCRIPTION	PRICE
10	CB package on IPC n 8 Dist CB report	466,650.00
	CB package on IPC n 8 Dist CB report 4no	379,325.00
	CB package on IPC n 8 Dist CB report 4no	87,325.00
20	Dist Asmt n plng rpt IPC LaDshy QAS CVD	466,650.00
	Dist Asmt plng rpt IPC LaDshya QAS CV 4	233,325.00
	Dist Asmt plng rpt IPC LaDshya QAS CV 4	233,325.00
30	B-monthly rpt IPC and WASH- 3	311,100.00
	B-monthly rpt IPC and WASH - 3	156,100.00
	B-monthly rpt IPC and WASH - 3	155,000.00
40	Mnthly spprt n facilitywise mntrg rpt 8	155,550.00
	Mnthly spprt n facilitywise mntrg rpt 8	155,550.00
50	Mnthly field visit rpt	155,550.00
	Mnthly field visit rpt 6	155,550.00
60	OPE Travel Cost	892,000.00
	OPE Travel Cost	692,263.00
	OPE Travel Cost	23,472.00
	OPE Travel Cost	121,024.00
	OPE Travel Cost	55,241.00
Grand Total :		2,447,500.00

STATEMENT OF WORK/TOR

Institutional contract for supporting National Health Mission(NHM) in developing capacities of health care functionaries on Infection

CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43304141		2300052564	Bhopal, India
Agreement entered into between UNICEF and (Hereinafter referred to as "The Contractor")		NAME IIHMR University	CONTACT PERSON Dr. Pankaj Gupta
CURRENCY INR	ADDRESS SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan. 302029 E MAIL saurabh@iihmr.edu.in	TELEPHONE NO. 1413924700	FAX NO.

Prevention Control and WASH protocols in health care facilities under COVID-19 context in select districts and scale-up across the State in Madhya Pradesh

1 BACKGROUND / RATIONALE

Amid COVID-19 situation, promoting safe hygiene and hand wash with soap practices and maintaining physical distancing has been at the forefront at in Urban and Rural settings. Infection prevention control measures and WASH in health care facilities focusing on quarantine and isolation facilities is one of the most important components that needs be strengthened in a bid to stop the spread of infection of SARS-COV2 (COVID-19). Health care staff members possess a greater risk of infection while providing treatment to infected patients. Their capacity building and handholding in IPC is critical in sustaining the health services. Water, Sanitation and Hygiene (WASH) in health care facilities are fundamental to the provision of quality, people-centred care. Such services also reduce health care-related infections, increase trust and uptake of services, increase efficiency and decrease cost of service delivery and improve staff morale. All major initiatives to improve global health depend on basic WASH services in health care facilities. In addition, Nutritional Rehabilitation Centres (NRCs) provide opportunity of safe and clean environment to severely Acute malnourished children and their mother. Yet, many health care facilities in low resource settings lack basic WASH services, compromising the ability to provide safe care and presenting serious health risks to those seeking treatment. It is obvious that major health goals cannot be achieved without a strong focus on quality care. This is especially true in health areas where progress has been slow, such as reducing maternal and neonatal mortality and preventing infectious disease outbreaks such as cholera, SARS-Cov-2 etc. The health focused Sustainable Development Goal (Goal 3-Good Health and Goal 6-Clean Water and Sanitation) provides an important platform by which to address quality on global strategies, including those on Universal Health Coverage and every newborn every mother.

As per SRS 2016, in Madhya Pradesh 85,023 children die within the first year. Around 64,000 new born die and among the new borns most of them die within the first seven days and among those who die within the first seven days, 70% die within the first 24 hours. Maternal mortality at 227 per 100,000 live births annually, is also a major contributor of new born deaths. If action is taken at the time of birth within first 24 hours period of intrapartum care and immediate post-natal care, maternal, new born sepsis and linked morbidity can be reduced.

Overall 5.3 million COVID cases now reported globally, with 342,000 deaths. In India as of today 138,845 COVID19 cases in India out of which 57,721 cases cured/discharged/migrated and 4,021 deaths. Madhya Pradesh has total 6,170 confirmed cases out of which 3,089 cases cured/discharged and 272 deaths. Overall 49 districts out of 52 districts have COVID19 cases in the State and the numbers are increasing day by day. Madhya Pradesh State Government has designated 25 Dedicated COVID Hospitals (DCH), 75 Dedicated COVID Health Centres (DCHC) and 428 COVID Care Centres (CHC) to ensure screening and treatment of the COVID-19 patients.

UNICEF and National Health Mission implemented WASH in health and NRCs programme in last 3 years lead to improvement in WASH protocols in high delivery load 196 health facilities on 9 high priority districts of the State. The programme led to overall improvement in infection prevention and controls and WASH in health-related capacities of over 24 districts of the State. The WASH programme also contributed in achieving results under Kayakalp and LaQshya Programme (GOI's flagship to enhance quality care in HCFs) in targeted districts. The critical programme also supported NHM in developing protocols and prioritized funding based on comprehensive WASH improvement plans in the HPDs. WASH in Health and NRCs interventions in Madhya Pradesh recognised as best practice at national and international level.

To provide the specific capacity building and handholding support to 8 high priority districts and support state level technical assistance for infection prevention control and WASH protocols to support COVID19 prevention and control focusing on health care facilities, National Health Mission requested support from UNICEF. UNICEF will require support from National Resource agency for the period 6 months, the technical support will include State and district level capacity building, facility-based assessment and planning for IPC & WASH and handholding support to the HPDs in implementation and monitoring of IPC and WASH protocols in HPIs.

CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43304141		2300052564	Bhopal, India
Agreement entered into between UNICEF and (Hereinafter referred to as "The Contractor")		NAME IIHMR University	CONTACT PERSON Dr. Pankaj Gupta
CURRENCY INR	ADDRESS SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan, 302029 India E-MAIL: saurabh@iihmr.edu.in	TELEPHONE NO. 1413924700	FAX NO.

2. PURPOSE OF ASSIGNMENT

The overall aim of the assignment is to support National Health Mission, Madhya Pradesh in developing capacities of the health care functionaries on Infection Prevention control and WASH protocols in health care facilities including quarantine and isolation wards in dedicated COVID hospitals/centres in selected high priority districts to support prevention and containment of COVID-19 inclusive of providing handholding support to districts in the implementation and sustainability and scalability of IPC and WASH improvement plans.

3. OBJECTIVE(S)

Specific objectives of the assignment are -

- To support National Health Mission in developing and rolling out the capacity building plan on Infection Prevention Control and WASH protocols
- To support High priority districts in assessment and improvement planning for Infection Prevention Control and WASH for health care functionaries focusing on high delivery load facilities and DCH, DCHCs, CCCs and quarantine facilities and LaQshya designated facilities in collaboration with Health and WASH sector
- To provide handholding support to xxx selected districts in implementation on IPC and WASH. The overall aim of the assignment is to support National Health Mission, Madhya Pradesh in developing capacities of the health care functionaries on Infection Prevention control and WASH protocols in health care facilities including quarantine and isolation wards in dedicated COVID hospitals/centres in selected high priority districts to support prevention and containment of COVID-19 inclusive of providing handholding support to districts in the implementation and sustainability and scalability of IPC and WASH improvement plans
- improvement plans and its monitoring
- To provide support to QA cell in developing standard operating protocols, guidelines and monitoring tools for roll-out of Kayakalp and LaQshya
- To support in coordination and identification of potential partners (Government and CSOs) for facilitating Real Time Evaluation (RTE) of UNICEF Response on COVID-19 in selected high priority districts

4. MAJOR TASKS TO BE ACCOMPLISHED

Linked with the Specific objectives of the Assignment, following are the major tasks -
The following tasks will be performed as part of the assignment.

- One day Online district level orientation of Mentors, District and Block level health officials (8 Nos.) - A One day district level online orientation program of Mentors, Block and district level health officials, District Programme Managers, Block Programme Managers including WASH and Quality nodal persons to be conducted in 8 districts (Alirajpur, Jhabua, Shivpuri, Sheopur, Barwani, Indore, Guna and Sehore). Additionally to include COVID high case load districts like Bhopal, Gwalior, Jabalpur and Ujjain including LaQshya facilities. At least 25 participants from each district will be skilled on Infection Prevention Control and WASH protocols focusing on system strengthening including infrastructure, regular supply, operation and maintenance and monitoring and supportive supervision to ensure sustainable IPC and WASH services in health care facilities. The one day orientation will be organized for each select district with objectives
 - Review of status of IPC and WASH in health status, identification of bottlenecks, gaps and corrective actions for improvement
 - Facility based rapid assessment and planning in context to IPC for COVID-19 and WASH protocols
 - Supportive supervision and monitoring plans
 - Review of WASH and IPC protocols to contributed to LaQshya, Kayakalp, NQAS, outcomes and key actions for each facility
 - Identify the area of intervention to enhance quality at critical pathways of infection including Labour room, OPD, SNCU and NRCs, quarantine and isolation wards for COVID-19.

This task will overall require 5 days engagement of Team Leaders and 10 days of engagement of WASH Health/Public Health Specialist for development of training package and facilitation of 8 days online trainings.

2. Handholding support to facilities for Infection Prevention and Control and WASH Improvement, monitoring: The resource agency will provide the support of 4 field coordinators for 8 districts (Alirajpur, Jhabua, Shivpuri, Sheopur, Barwani, Indore, Guna and Sehore) and need base support from WASH/Public health experts, with expertise in WASH in health care facilities and IPCs. Field coordinator to



CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43304141		2300052564	Bhopal, India
Agreement entered into between UNICEF and <i>(hereinafter referred to as "The Contractor")</i>		NAME IIHMR University	CONTACT PERSON Dr. Pankaj Gupta
CURRENCY INR	ADDRESS SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan, 302029 India E-MAIL: saurabh@iihmr.edu.in		TELEPHONE NO. 1413924700
			FAX NO.

support district and health care facilities in assessment, planning, implementation and monitoring of IPC and WASH protocols. Following key activities to be undertaken as a part of handholding support:

- Support assessment and planning for improvement in IPC and WASH protocols. Field coordinator with support of HCF functionaries and in-charge will conduct the rapid assessment of gaps and prepare plan for improvement of IPC and WASH protocols with clear actions with timeline, budget and responsibilities. In each district the facilities with over 100 deliveries per month will be including along with dedicated COVID hospitals, Dedicated COVID Health Centres, and COVID Care Centres. The Initial Assessment and facility based plans will be the basis to facilitate improvement. Regular supportive supervision to improve WASH, LaQshya and Kayakalp activities in selected health care facilities for year 2020-21 and share the monthly status reports with gaps and recommendations with state. The regular monthly assessment and updates to be done by District Quality Managers of NHM and Hospital administrators.
- Hands-on training of Health Care functionaries on IPC, WASH and BWWM. During the field visit field coordinators will provide the hands-on training to health care staff including doctors, staff nurses, cleaning staff members on IPC, WASH and BWWM protocols and process and demonstrate the correct methods. During each visit he will do the follow-up on key knowledge and skills. To strengthen the system of regular supportive supervision the field coordinator will support CMHO in developing engagement and movement plan of mentors to provide handholding support to HCFs. The field coordinator needs to take atleast 2 follow-up visits to each selected facility in each month. Field Coordinator in collaboration with State QA cell and UNICEF will also coordinate for online training of nursing and cleaning staff to improve overall knowledge on IPC and WASH including BWWM and correct use of PPE.
- Support WASH improvement. Induction of local team of Mentors on the WASH enhancement plans and support the MOICs with the operationalization of these plans. Agency staff will be involved in handholding support and supportive supervision to District Mentors. MOICs and other Health Staff to coordinate action and implement improvement actions. Atleast 2 follow up visits per month are to be undertaken to each of the facility to support, monitor and report improvement. The agency is required to collate and make a package of protocols available and train the Mentors and Health Staff on implementation. The training package should include facility improvements, functionality, O&M, use, monitoring and improved practices of health Care staff on IPC and WASH, to contribute to infection control. The Initial Assessment and facility based plans will be the basis to facilitate improvement.
- Supporting monitoring. The field coordinator along with mentors will use the online tools, preferable Star Grading tool agreed with NHM and UNICEF to monitor progress and provide the supportive supervision.
- Facilitate coordination and identification of potential partners (Government and CSOs) to enviably participate on Focus Group Discussion on Real Time Evaluation (RTE) of UNICEF Response on COVID-19 in selected high priority districts. The regular monthly assessment and updates to be done by District Quality Managers of NHM and Hospital administrators.
- Sharing of findings of monitoring, for review and actions at district and State level - The agency, based on the experience will developed dashboard report and draft recommendation for IPC and WASH improvements in health centers and NRC and share with District Health Society/CMHO for review and corrective actions and support including fund leveraged to implement facility based plans. Through field coordinators agency will also document best practices with pictures and disseminate for wider replication. The regular monthly assessment and updates to be done by District Quality Managers of NHM and Hospital administrators. A supportive supervision model to be created to enable the key functionaries of the government, to strengthen their Supportive supervision skills onsite and on-line using technologies. Real time monitoring (RTM) reporting and analysis skills to be enhanced for Quality managers and Hospital administrators, Block Medical Officers (BMOs) and Facility Incharge- Medical Superintendents, Medical officers and nursing in-charges including LaQshya facility in-charges. Findings to be reviewed during regular Hospital / Block and District Infection Prevention Control Committee Meetings.

This task will require approximately 750 man-days of work from the WASH field worker for total 4 WASH in Health field coordinators and 60 days of WASH/Public Health experts. Agency to propose their estimation of number of mand-days, level of resource persons and rate per day per person for this Technical assistance.

CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43304141		2300052554	Bhopal, India
Agreement entered into between UNICEF and (Hereinafter referred to as "The Contractor")		NAME IIHMR University	CONTACT PERSON Dr. Pankaj Gupta
CURRENCY INR	ADDRESS SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan. 302029 India E-MAIL: saurabh@iihmr.edu.in	TELEPHONE NO. 1413924700	FAX NO.

This is to be explicitly noted that all the data and information generated during the entire assignment will be UNICEF property. This cannot be used or reproduced without UNICEF's permission.

5. Deliverables and deadlines

Major Task Deliverable (Time Line)

A. One day Online district level orientation of Mentors, District and Block level health officials (8 Nos.)

A1. One day online district level orientation of mentors, district and block level health officials # 8 nos.): Capacity building package on IPC and WASH protocols in COVID-19 context. Training reports 8 nos. (31 July 2020)

B. Handholding support to facilities for Infection Prevention and Control and WASH Improvement

District wise assessment and planning report including IPC, WASH in context to COVID-19, LaQshya and NQAS (4 districts) (20th August 2020)

District wise assessment and planning report including IPC, WASH in context to COVID-19, LaQshya and NQAS (4 districts) (25th August 2020)

3 Bimonthly Dashboard and report based on SGT with key recommendation. (20th August, 15th October and 15th December 2020)

Monthly district wise handholding support report including hands-on training details including support progress and challenges. (4th Aug, 4th Sep, 4th Oct, 4th Nov and 31st Dec 2020)

Onsite field visits and Real Time Monitoring Reports. (4th Aug, 4th Sep, 4th Oct, 4th Nov and 31st Dec 2020)

6. Duty Station

Bhopal and 8 Focus districts c. Madhya Pradesh (Alirajpur, Jhabua, Shivpuri, Sheopur, Barwani, Indore, Guna and Sehore). name of the district may change based on the requirement.

7. Contract /Project Management

The selected agency/institution will work under the supervision of WASH Specialist UNICEF with Health and CDN Specialist as Co-Supervisors in coordination with MD # NHM with day to day support from Joint Director, Quality Assurance Cell, NHM.

8. Official Travel Involved

Travel to Bhopal Project Coordination and meetings with UNICEF and NHM
Travel to 8 districts and select HCFs.

9. Estimated Duration Of Contract

5 1/2 months from 17th July 2020 to 31st December 2020

10. Budget of Consultancy

INR 2447,500 (Which comprise of Professional Fees, INR 1,555,500 + Out of Pocket Expense, INR 892,000)

11. Administrative Issues

All administrative expenses and facilities including office space, equipment and any other services to be hired by agency for completing the deliverable and UNICEF will not provide any additional assistance than the contract cost.

12. Payment Schedule

Payment will be made upon submission of the deliverables and invoice by the agency as per the agreed rates in the contract.

13. Performance Reviews

CONTRACT NO		AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43304141			2300052554	Bhopal, India
Agreement entered into between UNICEF and: <i>(hereinafter referred to as "The Contractor")</i>			NAME IIHMR University	CONTACT PERSON Dr. Pankaj Gupta
CURRENCY	ADDRESS		TELEPHONE NO.	FAX NO.
INR	SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan. 302029 India E-MAIL: saurabh@iihmr.edu.in		1413924700	

UNICEF will ensure the bi-monthly performance review with Contract agency, the progress highlights will be documented as a part of MoM. Joint review with QA Cell NHM, UNICEF and agency will be organized on quarterly yearly basis.

CONTRACTUAL PROVISIONS

THIS CONTRACT FOR SERVICES is made between:

THIS LONG TERM ARRANGEMENT FOR SERVICES (this "LTA-S") is made between:

THE UNITED NATIONS CHILDREN'S FUND ("UNICEF"), an international inter-governmental organisation established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York, 10017, U.S.A. and having an office at UNICEF 73, Lodi Estate, New Delhi # 110 003; and

IIHMR University (the "Contractor", together with UNICEF the "Parties" and each one of them a "Party"), a corporation established and existing under the laws of INDIA and having its principal office at 1 Prabhu Dayal Marg, Near Sanganer Airport, Jaipur Rajasthan-302029.

Each of UNICEF and the Contractor are referred in this Contract as a "Party" or together as the "Parties".

WHEREAS:

A. UNICEF is an integral part of the United Nations, and works with governments, civil society organizations and other partners worldwide to advance children's rights to survival, protection, development and participation, guided by the Convention on the Rights of the Child.

B. UNICEF and the Contractor have entered into a long-term arrangement for services ("LTA-S") with reference number LTA-42412699 to provide Capacity Building, Handholding Support, and Knowledge Management, Data Collection and Analysis Services for Water Supply, Sanitation and Hygiene (WASH) as per deliverables as described in the LTA-S.

C. Pursuant to the LTA-S, UNICEF wishes to engage the Contractor to provide Capacity Building, Handholding Support, and Knowledge Management, Data Collection and Analysis Services for Water Supply, Sanitation and Hygiene (WASH) (the "Services") and the deliverables (the "Deliverables") described in the section of this Contract entitled "Statement of Work/TOR" in accordance with the terms and conditions set out in this Contract (as defined below) and the LTA-S.

D. The Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing, and able to provide such Services and Deliverables in accordance with the terms and conditions set out in this Contract and the LTA-S.

NOW THEREFORE, the Parties agree as follows:

1. Contract Documents

CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
4330414		2300052564	Bhopal, India
Agreement entered into between UNICEF and (Hereinafter referred to as "The Contractor")		NAME IIHMR University	CONTACT PERSON Dr. Pankaj Gupta
CURRENCY INR	ADDRESS SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan, 302029 India E-MAIL saurabh@iihmr.edu.in	TELEPHONE NO. 1413924700	FAX NO.

1.1 This Contract is entered into by the Parties under the LTA-S and is subject to the LTA-S.

1.2 This contract (the or this "Contract") comprises: (a) this document (including any Special Terms and Conditions set out at Section 4 below); (b) the LTA-S; (c) the UNICEF General Terms and Conditions of Contract (Services) attached as Annex A; and (d) the other annexes (if any) attached to this document. Subject to any changes agreed pursuant to Article 3.6 of the LTA-S, in the case of any inconsistencies between the terms of this Contract and the terms of the LTA-S, the terms of the LTA-S will prevail over the terms of this Contract, except with regard to the specifications or technical requirements specified in this Contract which will prevail over the LTA-S. Capitalized terms used but not defined in this Contract have the meaning given to them in the UNICEF General Terms and Conditions of Contract (Services).

1.3 This Contract (including the LTA-S and any other documents incorporated by reference in this Contract) is the entire agreement between the Parties with regard to the provision of the Services and delivery of the Deliverables to UNICEF by the Contractor. It supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations, supplemental undertakings, licenses, terms-of-service, shrink-wrap, click-wrap, browse-wrap, confidentiality, non-disclosure, non-compete, acceptable use policies, or other forms of agreement (oral or otherwise) concerning any Services or Deliverables provided or to be provided under this Contract will be valid and enforceable against UNICEF, nor in any way will constitute an agreement by UNICEF, unless agreed by a valid amendment concluded in accordance with Article 11.9 of the UNICEF General Terms and Conditions (Services).

1.4 The Contractor acknowledges and agrees that, in the interests of transparency and efficiency among organizations of the United Nations system, UNICEF may make available a copy of this Contract to such organizations.

2. Effective Date; Term

2.1 This Contract will be a binding contract between UNICEF and the Contractor when UNICEF receives a copy of this Contract counter-signed by the Contractor. The effective date of this Contract will be the date UNICEF receives the counter-signed copy.

2.2 The term of this Contract will be for the period stated on the first page of this Contract.

2.3 UNICEF can cancel this Contract upon written notice (including by email) to the Contractor without any liability for cancellation charges or any other liability of any kind, provided that notice of such cancellation is given prior to the scheduled start date for performance of the Services.

3. Notices; Coordination

3.1 UNICEF's and the Contractor's contact and address for notices under this Contract are set out below. Each Party will notify the other in writing of any change in such Party's contact and address for notices.

If to UNICEF:

Invoices must refer to the Contract. The Contractor shall address and submit the original invoice to the following address:

Contract No.		unicef	
CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43324141		2300052564	Bhopal, India
Agreement entered into between UNICEF and <i>(hereafter referred to as "The Contractor")</i>		NAME IIHMR University	CONTACT PERSON Dr. Pankaj Gupta
CURRENCY INR	ADDRESS SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan, 302029 India E-MAIL: saurebh@iihmr.edu.in		TELEPHONE NO. 1413924700
			FAX NO.

UNICEF
Field office for Madhya Pradesh,
Plot no. 41-42, Polytechnic Colony,
Shyamla Hills, Bhopal
Madhya Pradesh
Attn: Mr. Pankaj Mathur, WASH Specialist
Phone: 0755-3006405
Email ID: pmathur@unicef.org

If to the Contractor:

IIHMR University
1, Prabhu Dayal Marg
Near Sanganer Airport
Jaipur, Rajasthan-302029
Attn: Dr. Pankaj Gupta, President
Ph: 0141-3924700, 731, 732
Email: iihmr@iihmr.edu.in, president@iihmr.edu.in

3.2 UNICEF and the Contractor will each nominate a representative to be responsible for the day-to-day coordination and management of the Contract and will inform the other Party by exchange of emails.

4. Special Terms and Conditions. The additional Special Terms and Conditions (if any) specified below will apply to this Contract. These additional Special Terms and Conditions will not apply to any other Contract or contractual relationship between the Parties unless expressly agreed to in writing.

SPECIAL TERMS AND CONDITIONS

MARKINGS

Reg no. 38481678 (RE-151988)

INVOICING INSTRUCTIONS

Invoices must refer to the Contract. The Contractor shall address and submit the original invoice to the following address

UNICEF
Field office for Madhya Pradesh,
Plot no. 41-42, Polytechnic Colony,
Shyamla Hills, Bhopal




Registrar
The IIHMR University
1, Prabhu Dayal Marg
Near Sanganer Airport, Jaipur-302029

CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43304141		2300052564	Bhopal, India
Agreement entered into between UNICEF and (Hereinafter referred to as "The Contractor")		NAME IIHMR University	CONTACT PERSON Dr. Pankaj Gupta
CURRENCY INR	ADDRESS SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan, 302029 India E-MAIL: saurabh@iihmr.edu.in	TELEPHONE NO. 1413924700	FAX NO.

Madhya Pradesh

GOODS & SERVICES TAX

For all goods/services where GST is applicable, please note

- # Suppliers, delivering notified goods / services to UNICEF shall charge GST as applicable in the tax invoice issued by them.
- # The supplier must submit Tax Invoice indicating their GST Identification Number. UNICEF will not accept and pay GST against Retail Invoice
- # GST component must be listed as a separate line item in the invoice
- # GST and IGST invoices should be issued separately for Purchase Orders with multiple location of deliveries.
- # The supplier must quote UNICEF Bhopal Unique Identification Number (UIN)/GST no. in all their invoices.
- # For this contract, use our UIN/GST 2317UNO00001UND
- # The supplier must file their GST returns for sales to UNICEF with GST component, as UNICEF will be claiming GST refunds.
- # Any liability arising on non-compliance of GST Act, 2017 by the Supplier will be borne and paid by Supplier and UNICEF will not bear any such liability on behalf of the Supplier.

AMENDMENT REASON

THE GENERAL TERMS AND CONDITIONS SPECIFIED IN THE ANNEX A APPLY TO THIS CONTRACT

CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43304141		2300052564	Bhopal, India	
Agreement entered into between UNICEF and (Hereafter referred to as "the Contractor")		NAME IIHMR University	CONTACT PERSON Dr. Pankaj Gupta	
CURRENCY INR	ADDRESS SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan, 302029 India E-MAIL: saurabh@iihmr.edu.in		TELEPHONE NO 1413924700	FAX NO.

Contract valid from: 17.07.2020
 Contract valid to: 31.12.2020
 Payment currency: INR
 Payment terms: Within 30 days Due net
 Delivery terms:
 Total amount: 2,447,500.00

Provision of the following services

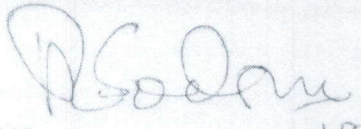
Contract "Supporting National Health Mission (NHM) in developing capacities of health care functionaries on Infection Prevention Control and WASH protocols in health care facilities under COVID-19 context in select districts and scale-up across the State in Madhya Pradesh"

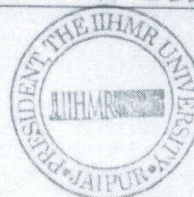
CONTRACT ACKNOWLEDGEMENT AND ACCEPTANCE

IMPORTANT

The contractor is required to sign the Contract Acknowledgement and Acceptance form through an authorised representative and return the form to UNICEF within five working days. Please note that UNICEF may cancel the contract without notice until it receives the signed Contract Acknowledgement and Acceptance form. Please ensure that your company information is updated including bank information, company name change, contact details etc. Failure to do so can lead to delays in processing payments.

UNICEF CONTRACT TERMS AND CONDITIONS ACCEPTED

PREPARED BY SIGNATURE _____ DATE 17.07.2020 NAME AND TITLE: SMITA NAIR, SUPPLY FOCAL POINT, BHOPAL	I acknowledge that I have read and accepted the contents and conditions stipulated in this contract  SIGNATURE OF _____ DATE 18/7/20 CONTRACTOR _____ NAME AND TITLE: Dr. P. R. Sodani
AUTHORIZED OFFICER SIGNATURE _____ Date 17.07.2020 NAME AND TITLE: CHANDRAKANT AMBIG, OPERATIONS OFFICER On behalf of the United Nations Children's Fund	



ANNEX A

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions (Services), the following terms have the following meaning:

"Affiliates" means, with respect to the Contractor, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

"Confidential information" means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and includes information the confidential or proprietary nature of which is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Contract" means the services contract that incorporates these General Terms and Conditions of Contract (Services). It includes contracts for services issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

"Contractor" means the contractor named in the Contract.

"Deliverables" means the work product and other output of the Services required to be delivered by Contractor as part of the Services, as specified in the relevant section of the Contract.

"Disabling Code" means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNICEF information system or network.

"End User" means, in the event that the Services or Deliverables involve the use of any information systems, any and all UNICEF employees, consultants and other personnel and any other external users collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.

"Fee" is defined in Article 3.1.

"Host Government" means a Government with which UNICEF has a programme of development cooperation, and includes a Government of a country in which UNICEF provides humanitarian assistance.

Contractor's "Key Personnel" are: (i) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the Contract; (ii) Personnel whose resumes were submitted with the proposal; and (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

"Parties" means the Contractor and UNICEF together and a "Party" means each of the Contractor and UNICEF.

Contractor's "Personnel" means the Contractor's officials, employees, agents, individual sub-contractors and other representatives.

"Security Incident" means, with respect to any information system, service or network used in the delivery of the Services or Deliverables, one or more events that (a) indicates that the security of such information system, service or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNICEF's Confidential Information or weaken or impair UNICEF's operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF or End Users to access the UNICEF Data.

"Services" means the services specified in the relevant section of the Contract.

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under the Contractor through UNICEF's and/or End Users' use of the Services or in connection with the Services; or (b) are collected by the Contractor in the performance of the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combating Fraud and Corruption, the UNICEF's Policy on Gender Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

2. Provision of Services and Deliverables, Contractor's Personnel, Sub-Contractors

Provision of Services and Deliverables

2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the time for delivery of the Services and Deliverables, and to UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services and delivery of the Deliverables under the Contract.

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licences which may be helpful or useful for the fulfilment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its



ANNEX A

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

Personnel or sub-contractors will at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF's security and other regulations and instructions for such access and use, including, but not limited to, UNICEF's information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor and approved by UNICEF have access to UNICEF's premises, facilities or systems.

2.3. The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the fee and the time schedule under the Contract. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Contractor. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.4. The Contractor will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Contractor) in connection with the provision of the Services or development and delivery of the Deliverables.

2.5. Title to any equipment and supplies which may be provided to the Contractor by UNICEF will remain with UNICEF. Such equipment and supplies will be returned to UNICEF at the conclusion of the Contract or when no longer needed by the Contractor in the same condition as when they were provided to the Contractor, subject to normal wear and tear. The Contractor will pay UNICEF the value of any loss of, damage to, or degradation of the equipment and supplies beyond normal wear and tear.

Non-conforming Services and Consequences of Delay

2.6. If the Contractor determines it will be unable to provide the Services or deliver the Deliverables by the date stipulated in the Contract, the Contractor will (i) immediately consult with UNICEF to determine the most expeditious means for delivery of the Services and/or Deliverables, and (ii) take necessary action to expedite delivery of the Services and/or Deliverables, at the Contractor's cost, unless the delay is due to force majeure as defined in Article 6.8 below, if reasonably so requested by UNICEF.

2.7. The Contractor acknowledges that UNICEF may monitor the Contractor's performance under the Contract and may at any time evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to UNICEF, and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, delayed status, orders, claims to be charged and payments made by UNICEF or pending. Neither the evaluation of the Services and Deliverables, nor failure to undertake any such evaluation, will relieve the Contractor of any of its and any other obligations under the Contract.

2.8. If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNICEF can, at its option:

- by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);
- require the Contractor to refund all payments of any kind made by UNICEF in respect of such non-conforming or incomplete performance;
- procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;
- give written notice to terminate the Contract for breach in accordance with Article 6.1 below, if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not capable of remedy;
- require the Contractor to pay liquidated damages as set out in the Contract.

2.9. Notwithstanding Article 11.5 below, the Contractor expressly acknowledges that if UNICEF takes delivery of Services or Deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late or non-compliant performance.

Contractor's Personnel and Sub-Contractors

3.10. The following provisions apply with regard to the Contractor's Personnel:

- The provisions of applicable Ethical Standards will apply to the Contractor's Personnel as expressly stated in Article 7.
- The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
- The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.
- At any time during the term of this Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for such request, within seven (7) working days of receiving UNICEF's request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions.
- If one or more of Contractor's Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14)

Contract number: 43304141

Page 13 of 20

Issuing Office, Bhopal, India

The IHMR University
1, Prabhu Dayal Marg
Near Sangner Airport, Jaipur-302020

ANNEX A

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

days in advance, and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement Personnel in sufficient detail to permit evaluation of the impact on the engagement.

(f) The approval of UNICEF of any Personnel assigned by the Contractor (including any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract. The Contractor's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

(g) All expenses of the withdrawal or replacement of the Contractor's Personnel will, in all cases, be borne exclusively by the Contractor.

2.11 The Contractor will obtain the prior written approval and clearance of UNICEF for all institutional sub-contractors it proposes to use in connection with the Contract. The approval of UNICEF of a sub-contractor will not relieve the Contractor of any of its obligations under the Contract. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

2.12 The Contractor confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Contractor will further cooperate with UNICEF's implementation of this policy.

2.13 The Contractor will supervise its Personnel and sub-contractors and will be fully responsible and liable for all Services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract.

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, workers' compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract, (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors, (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract, (d) the safety and security of the Contractor's Personnel and sub-contractors' personnel, or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 2.14.

3. Fee, Invoicing, Tax Exemption, Payment Terms

3.1 The fee for the Services is the amount in the currency specified in the fee section of the Contract (the "Fee"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract, provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Contractor will not request any change to the Fee after the Services or Deliverables have been provided and that the Fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to changes to the Fee for modifications or interpretations of the scope of work if those modifications or interpretations of the scope of work have already been initiated by the Contractor. UNICEF will not be liable to pay for any work conducted or materials provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

3.2 The Contractor will issue invoices to UNICEF only after the Contractor has provided the Services (or components of the Services) and delivered the Deliverables (or installments of the Deliverables) in accordance with the Contract and to UNICEF's satisfaction. The Contractor will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract, and (b) provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reimbursable expenses if any, in sufficient detail to permit UNICEF to verify the amounts stated in the invoice.

3.3 The Contractor authorizes UNICEF to deduct from the Contractor's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use in accordance with the exemption from tax in Article II, Section 7 of the Convention on the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Contractor of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Contractor the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Contractor will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontested amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

3.6 Each invoice will confirm the Contractor's bank account details provided to UNICEF as part of the Contractor's registration process with UNICEF. All payments due to the Contractor under the Contract will be made by electronic funds transfer to that bank account. It is the Contractor's responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Contractor of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Contractor acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Contractor has not performed in accordance with the terms and conditions of the Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.



ANNEX A

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

3.5. UNICEF will have the right to set off, against any amount or amounts due and payable by UNICEF to the Contractor under the Contract, any payment, indebtedness or other claim (including without limitation, any overpayment made by UNICEF to the Contractor) owing by the Contractor to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Contractor prior notice before exercising this right of set-off (such notice being waived by the Contractor). UNICEF will promptly notify the Contractor after it has exercised such right of set-off, explaining the reasons for such set-off, provided, however, that the failure to give such notification will not affect the validity of such set-off.

3.6. Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Contractor of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

4. Representations and Warranties, Indemnification, Insurance

Representations and Warranties

4.1. The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, in that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivery of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is, and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of, or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfil its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2. The Contractor further represents and warrants, as of the effective date and throughout the term of the Contract, that it and its Personnel and sub-contractors will perform the Contract and provide the Services and Deliverables: (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in a same industry; (c) with priority equal to that given to the same or similar services for the Contractor's other clients; and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

4.3. The representations and warranties made by the Contractor in Articles 4.1 and 4.2 above are made to and are for the benefit of: (a) each entity (if any) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables; and (b) each Government or other entity (if any) that receives the direct benefit of the Services and Deliverables.

Indemnification

4.4. The Contractor will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to: (a) claims and liability in the nature of workers' compensation; (b) product liability; and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the terms of the Contract owned by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

4.5. UNICEF will defend any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor will have sole control in the defence of such suits, proceedings, claims or demands, except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities, including matters relating to UNICEF's relations with Host Governments, which as between the Contractor and UNICEF only UNICEF (or relevant Governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

Insurance

4.6. The Contractor will comply with the following insurance requirements:

(a) The Contractor will have and maintain in effect with reputable insurers and in sufficient amounts, insurance, against all of the Contractor's risks under the Contract (including, but not limited to the risks of claims arising out of or related to the Contractor's performance of the Contract), including the following:

(i) Commercial general liability insurance against all risks of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Contractor.

(v) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable obligations pursuant with regard to claims against which the insurance is obtained.



ANNEX A

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

(c) The Contractor will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) name UNICEF as an additional insured, (ii) include a waiver by the insurer of any subrogation rights against UNICEF, and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.

(f) Compliance with the insurance requirements of this Contract will not limit the Contractor's liability either under the Contract or otherwise.

Liability

4.7 The Contractor will pay UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Contractor's Personnel or sub-contractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights, Data Protection, Confidentiality

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will 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, documents, data and other materials ("Contract Materials") that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contractor or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Contractor that pre-existed the performance by the Contractor of its obligations under the Contract or that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a perpetual, non-exclusive, royalty-free license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF's request, the Contractor will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them or, in the case of intellectual property referred to in paragraph (b) above, licensing them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract; or

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality or is known by the Recipient prior to disclosure by the Discloser; or (iii) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Contractor receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made, the Contractor will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Contractor's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Contractor may not communicate at any time to any other person (Government or authority external to UNICEF) any information known to it by reason of its association with UNICEF that has not been made public, except with the prior written authorization of UNICEF, nor will the Contractor at any time use such information to private advantage.

Data Protection and Security

5.5 The Parties agree that (a) between them, all UNICEF Data, together with all rights (including intellectual property and proprietary rights) title and interest in such UNICEF Data, will be the exclusive property of UNICEF, and the Contractor has a limited, non-exclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNICEF Data or its content.

5.6 The Contractor 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 collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.

ANNEX A

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls, such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfil its obligations under this Article 5.7, provided that any such policies and description provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.



ANNEX A

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

5.5. If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-process related specifically to the Contract. If UNICEF obtains the assistance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF's Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

5.6. If the Contract is terminated by either Party no payment will be due from UNICEF to the Contractor except for Services and Deliverables provided to UNICEF's satisfaction in accordance with the Contract, but only if such Services and Deliverables were required or requested before the Contractor's receipt of the notice of termination or, in the case of termination by the Contractor, the effective date of such termination. The Contractor will have no claim for any further payment beyond payments in accordance with this Article 5.6, but will remain liable to UNICEF for all loss or damages, which may be suffered by UNICEF by reason of the Contractor's default, including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables.

5.7. The termination rights in this Article 5 are in addition to all other rights and remedies of UNICEF under the Contract.

Force Majeure

5.8. If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 5.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; and (d) any event resulting from harsh conditions or logistical challenges for the Contractor including civil unrest, associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian emergency or similar response operations.

Ethical Standards

7.1. Without limiting the generality of Article 2 above, the Contractor will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.2. (a) The Contractor represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Contractor, or will be offered by or on behalf of the Contractor, any direct or indirect benefit in connection with the Contract, including the award of the Contract to the Contractor. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Contractor represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(i) During the one (1) year period after an official has separated from UNICEF, the Contractor may not make a direct or indirect offer of employment to that former UNICEF official or that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Contractor has participated.

(ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Contractor, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contracts by the Contractor), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3. The Contractor further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Contractor will immediately disclose to UNICEF if it or any of its Affiliates or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4. The Contractor will (a) observe the highest standards of ethics, (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract, and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combating Fraud and Corruption. In particular, the Contractor will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combating Fraud and Corruption.

7.5. The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

7.6. The Contractor further represents and warrants that neither it nor any of its Affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out 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) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7. The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will enable UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.



ANNEX A

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

- 7.5. The Contractor will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.
- 7.6. The Contractor acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.
- 7.7. UNICEF will be entitled in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Contractor with immediate effect upon written notice to the Contractor if: (a) UNICEF becomes aware of any incident or report that is inconsistent with or the Contractor breaches any of the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor's Affiliates, or (b) the Contractor or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.
- 7.8. Where, after notice of suspension, the Contractor takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may, at its sole discretion, lift the suspension and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Contractor, UNICEF may at any time exercise its right to terminate the Contract and any other contract between UNICEF and the Contractor.
- 7.9. Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.
8. Full Cooperation with Audits and Investigations
- 8.1. From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or is operated, and the Parties' performance of the Contract generally and including but not limited to the Contractor's compliance with the provisions of Article 7 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Contractor's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including but not limited to the Contractor's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.
9. Privileges and Immunities; Settlement of Disputes
- 9.1. Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.
- 9.2. The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.
- 9.3. The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to, the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement may be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London inter-bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
10. Notices
- 10.1. Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed delivered upon delivery of delivered in person, upon signature of receipt (if delivered by registered mail) or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address of delivery by confirmed email transmission.
- 10.2. Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.
- 10.3. All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).
11. Other Provisions
- 11.1. The Contractor acknowledges UNICEF's commitment to transparency as outlined in UNICEF's Information Disclosure Policy and confirms that it consents to UNICEF's public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.
- 11.2. The failure of one Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute and will not be construed to be a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 11.3. The Contractor will be considered as having the legal status of an independent contractor as regards UNICEF. Nothing contained in the Contract will be construed as making the Parties partners, joint venturers or co-venturers.
- 11.4. The Contractor will not, without the prior written consent of UNICEF, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of its contractual rights or obligations under the Contract.

ANNEX A

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

11.5. No grant of time to the Contractor to cure a default under the Contract, nor any delay or failure by UNICEF to exercise any other right or remedy available to UNICEF under the Contract, will be deemed to prejudice any rights or remedies available to UNICEF under the Contract or constitute a waiver of any rights or remedies available to UNICEF under the Contract.

11.6. The Contractor will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.7. The Contractor will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Contractor and its Personnel and sub-contractors, the Contractor will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the prior written permission of UNICEF.

11.8. The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.

11.9. No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Contractor will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.10. The provisions of Articles 2.14, 3.8, 3.9, 4.5, 7.2, 9, 11.1, 11.2 and 11.7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.