Institutional/Corporate Contract

CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43249902	2	2300052564	New Delhi, India	
Agreement entered into between UNICEF and: *(Hereinafter referred to as "The Contractor")*		NAME IIHMR University	CONTACT PERSON	
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 ***21 May 2018*** *and shall expire upon satisfactory completion of the services described below but not later than* ***31 Dec 2019****, 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

Supporting National Health Mission (NHM) in developing capacities of Health care Staff on improvement of WASH in Health Centers and NRCs in selected districts and further scale up across the State in Madhya Pradesh.

Amendment 2 dated 11 Oct 2019

This contract is amended to increase value from Rs. 11,684,825.00 to Rs. 14,065,535.00 to include additional deliverables and extend validity of upto 31.12.2019. All terms and conditions pursuant to the contract is valid and unchanged.

Amendment 1: dated 02.04.2019: This contract is amended to increase value from Rs. 8,482,400 to Rs. 11,684,825.00 to include additional deliverables and extend validity of upto 31.08.2019. All terms and conditions pursuant to the contract is valid and unchanged.

Registrar
The IIHMR University

Institutional/Corporate Contract

unicef

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ITEM	SERVICE DESCRIPTION	PRICE
10	**CE:State lvl inception mtg** Delivery date: 07/06/2018	302,120.00
	CE:State lvl inception mtg	302,120.00
20	**CE:State wshop-collectors/CMHOs** Delivery date: 30/06/2018	483,392.00
	CE:State wshop-collectors/CMHOs	483,392.00
30	**CE:5 nos-1-day regional workshops** Delivery date: 31/10/2018	604,240.00
	CE:5 nos-1-day regional workshops-June	604,240.00
40	**CE:Dist w/shop on WIH-Alirjapur,Jhabua** Delivery date: 30/06/2018	362,544.00
	CE:Dist w/shop on WIH-Alirjapur,Jhabua	362,544.00
50	**CE:Fac asmnt&imprvmnt rprt** Delivery date: 20/07/2018	422,968.00
	CE:Fac asmnt&imprvmnt rprt	422,968.00
60	**CE:DHS mtg rprts Alirjpur/Jhabua** Delivery date: 20/10/2018	604,240.00
	CE:DHS mtg rprts Alirjpur/Jhabua	604,240.00
70	**RCH:1-day dist wkshop (7 HDPs)** Delivery date: 3 districts by 31/08/2018 and 4 districts by 15/09/2018	845,936.00
	RCH:1-day dist wkshop (7 HDPs)	845,936.00

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ITEM	SERVICE DESCRIPTION	PRICE
80	**RCH:Bi-monthly montrg rprts**	
	Delivery dates: end July, September and November 2018 and end January and 20.03.2019	1,812,720.00
	RCH:Bi-monthly montrg rprts	1,812,720.00
90	**CDN:State SOP & strategy**	
	Delivery date: 14.03.2019	604,240.00
	CDN:State SOP & strategy	604,240.00
100	**OPE: reimbursement**	
	CDN:OPE	2,440,000.00
	RCH OPE	378,160.00
	CE OPE	1,641,344.00
		420,496.00
110	**CDN: Regional workshop**	
	Delivery date: 31/07/2019	362,525.00
	1 day regional wshop - 3 nos - July	362,525.00
120	**RCH: Bimonthly star grading**	
	Delivery date: 31/08/2019	725,935.00
	Bimonthly Star Gdng-2 nos May&Aug	725,935.00
130	CE: District level Workshop	
	Delivery date: 31/07/2019	1,208,415.00
	1 day District Level Workshop-10 nos-Jul	1,208,415.00
140	**CE: District level Workshop**	
	Delivery date: 31/05/2019	483,650.00
	1 day Distric lvl WSP BMWM - 4 nos - May	483,650.00

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ITEM	SERVICE DESCRIPTION	PRICE
150	**Out of Pocket Expenses**	
	Delivery date 31/08/2019	**421,900.00**
	Out of Pocket expenses at actuals	421,900.00
160	**CE: Dist workshp WIH -2 Nos.**	
	Delivery date 15/11/2019	**241,824.00**
	CE Dist workshp WIH -2 Nos	241,824.00
170	**CE. Dist wrkshpWIH BMW-2 Nos.**	
	Delivery date 30/11/2019	**242,008.00**
	CE Dist wrkshpWIH BMW-2 Nos	242,008.00
180	**RCH: Bi-monthly montrng rptr - 2 Nos.**	
	Delivery date 21/10/2019 and 15/12/2019	**725,936.00**
	RCH Bi-monthly montrng rptr - 2 Nos	725,936.00
190	**CE. State lvl Workshop-DC/CMHO/CS**	
	Delivery date 31/12/2019	**483,392.00**
	CE State lvl Workshop-DC/CMHO/CS	483,392.00
200	OPE	
	Delivery date 31/12/2019	**687,550.00**
	OPE - CE	567,550.00
	OPE - RCH	120,000.00

Grand Total : 14,065,535.00

STATEMENT OF WORK/TOR

THIS CONTRACT FOR SERVICES is made between

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

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unicef

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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 73, Lodi Estate, New Delhi - 110003; and

IIHMR University, a corporation established and existing under the laws of India and having its principal offices 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 wishes to engage the Contractor to provide the services (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).

C. 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.

D. By RFP/2018/011/9137767 dated 14.02.2018 it is represented that the Contractor is qualified, capable and willing to provide the requested services.

NOW THEREFORE, the Parties agree as follows:

1. Background

India is one of the fastest growing economies of the world, yet has the poor social and health indicators and large population of the poor. The eradication of extreme poverty is only possible if everyone has affordable access to basic amenities such as water sanitation and hygiene (WASH) and it is a basic human right. It is believed that universal access to WASH is possible with some commitment and deployment of resources where it is required. It is essential for life, as it is fundamental in prevailing diseases and maintaining good health.

It is already established that unclean water and poor sanitation are the main factors for causing around 80 percent of the disease. Research studies revealed that inadequate access to WASH facilities anywhere can significantly impact health and Nutrition, and result in adverse consequences from exposure to pathogens. Diarrhea, largely caused by a lack of safe water, sanitation and hygiene, and is a leading cause of death in children under-five globally, its constant presence in low-income settings may contribute significantly to under nutrition and stunting.

As per SRS 2015, in Madhya Pradesh 86480 children die within the first year. Around 64063 new born die and among the newborns most of them die within the first 7 days and among those who die within the first 7 days, 70% die within the first 24 hours. Maternal mortality at 221 per 100000 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

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reduced

Data from Specialized Newborn Care Units (SNCUs) MIS from 53 units in Madhya Pradesh and from 6 states suggests that 17% of the new born deaths are caused because of sepsis, 70% of the IMR is due to neo natal mortality and sepsis being the major cause for these deaths, and also potential Health Care Associated Infections (HCAIs) directly associated with infection due to poor WASH in health care institutions As per Lancet 2000, up to 50% of total Health Care Associated Infection (HCAIs) could be prevented, majorly through effective WASH in health measures The optimum impact of saving a child is ensured through providing safe and infection free environment around birth, i e, at health center Similarly, Nutritional Rehabilitation centers (NRCs), the units for management of Severely Acute malnourished children is located at health centres, requires safe and clean environment to prevent cross infection and develop hygiene and sanitation related behavior among children and their mother/caretaker

WASH in health and NRC initiative in MP

In order to ensure infection free environment in health care facilities and NRCs, UNICEF MP is providing technical and handholding support to enhance WASH in health facilities and NRCs of 7 High Priority Districts (HPDs) namely, namely Guna, Sheopur, Shivpuri, Mandla, Anuppur, Shahdol and Umaria, based on request of Directorate of Health, Govt of Madhya Pradesh since August 2016

As part of this initiative, National Health Mission (NHM) MP and UNICEF have built capacity of health professionals of 7 HPDs (covering 148 facilities, catering to over 100,000 newborns each year) including 7 District Hospitals (DH), 43 Community Health centers(CHC), 37 NRCs, 82 Primary Health Centers(PHC) and 16 Sub Health centers(SHC) These facilities excluding NRCs are accountable to conduct more than 90 percent of the total deliveries conducted in the districts Similarly, the NRCs in these facilities have the capacity to treat 510 children at a time

Detailed WASH assessment including infrastructure, services and systems, further development and implementation of improvement plans for WASH in such high delivery load Health centers and NRCs has been in progress, using a realigned and pre-tested comprehensive assessment and planning tool (CAPT) The Assessment, improvement planning and further handholding support to facilities was provided by UNICEF through a national resource agency

The key findings of the assessment indicated risks related to Water contamination, unsanitary conditions around source & pipe lines, uncovered water storage tanks with poor maintenance, Water testing kit not available at facility for chemical and bacteriological test and water treatment units not being functional Further, in 17% labour rooms toilet was not attached and 47% toilets found nonfunctional Soap was not available for hand wash at critical places in more than 65% health centers, and also Bio medical waste management related protocols were not followed In 35% NRCs, toilet was not attached, Soap was not available for hand wash in more than 56% centers and 78% had poor bio medical waste systems Nursing and cleaning staff needed training on WASH and infection control protocols There was neither any monitoring tool nor any cleaning schedule, available

As a response, UNICEF continued technical assistance to NHM in implementation of WASH improvement plans in all the selected facilities through a resource agency till December 2017 After rigorous follow up, capacity building, hand holding support and supportive supervision, Health facilities of all the 7 HPDs have improved WASH status As an outcome, over 50% of facilities have achieved 4 or 5-star rating (where more than 75% WASH compliance is noticed out of 60 agreed WASH indicators), 75% visitors are satisfied with the water facilities and 63% visitors are satisfied with the toilet facilities More than 82% visitors felt that WASH improvement has taken place since inception This is measured through an android based mobile application Moreover, WASH in Heath initiative has been further expanded to 32 ODF blocks of the State through capacity building of NHM staff under Swachh Swasthya Sarvatra (SSS) and Kayakalp

Madhya Pradesh WASH in health and NRC has been considered as a good model for WASH in health in India This has been appreciated at many forums including meetings with NHM and partners, WASH/Health/CDN networks UNICEF and recently at convergence platform at Guwahati, Assam

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In order to sustain achievement in all 7 high priority districts of MP, it is essential to continue focused approach, primarily to achieve at least full compliance of WASH in all high delivery load health care facilities, and further scale up the initiative across the State, with specific support in tribal districts. State level review meetings with the MD NHM and their team of Quality Assurance, Child health and Nutrition DDs further appreciated UNICEF support, and requested continuing support to universalize initiative in 7 HPDs and help scale up across the State under SSS and Kayakalp.

Therefore, UNICEF will require support of specialized services of an agency to provide continued support to government on WASH in health centers in 7 HPDs along with 2 more Tribal districts (in areas where UNICEF would have intensive Adolescent Programme in CP 2018-22) and further scale up initiative across the State. The agency is expected to support a rapid assessment, review and streamlining of the existing Facility based WASH plan, and also conduct Assessment, Planning handholding of new facilities in 9 Districts (7HPDs + Alirajpur & Jhabua) to achieve standard protocols. The agency will also support conducting critical analysis of gaps and bottlenecks related to WASH resources in health centers, and will facilitate NHM and DHS (District health Committees) to incorporate related budget provisions in AIPs of State and districts respectively. This assignment would also contribute to development of WASH SOPs and feed into recommendation for state to scaling up across all 51 districts. Moreover, in line with Swacchh Swasth Sarvatra, capacity building of health and PRD officials on WASH in health assessment and improvement planning will be done at regional level to endure WASH initiatives reach at all high delivery points and NRCs of the State, beyond the existing support HPDs.

2. Purpose of assignment:

The overall purpose of this assignment is to support National Health Mission (NHM) in developing capacities of Health Care Staff on assessment and improvement of WASH in Health Centers and NRCs in selected districts focusing on point of care quality improvement (PoCQI) such as at labour rooms, post-natal wards, Special New-Born Care Units (SNCUs), Nutrition Rehabilitation Centres (NRCs), Paediatric wards and Out Patient Department (OPD) areas and further scale up across the State.

The following are the main objectives of the assignment:

a) Development of Inception plan for capacity building, assessment and improvement of WASH in Health Centers and NRCs in selected districts, and scale up across the State.

b) In 7 HPDs, support NHM staff to conduct systematic rapid assessment, WASH in health facility improvement planning and provide handholding support to identify resource gaps and help leveraging/ provisioning though NHM/ other budget heads.

c) Build capacity of NHM staff to continue focused approach on WASH in health to achieve over 90% compliance in all high delivery load health care facilities and NRCs.

d) In two Tribal districts facilitate systematic assessment, improvement planning and handholding for improved WASH compliance in high delivery load facilities, identify resource gaps/bottlenecks and help leveraging/ resourcing from national flagships.

e) Strengthening documentation and record keeping system related to WASH in health at facility level with the help of facility in charge.

f) Capacity building of healthcare staff, Panchayat raj staff, selected mentors and consultants on WASH in health at all the Regions, through divisional level training workshops in line with Swachh Swasth Sarvatra and help set up monitoring systems for measuring improvements.

g) Draft Standard Operating Procedures (SOPs) for WASH in health, to be agreed and replicated as part of SSS and kayakalp.

h) Document learnings and draft plan for operationalization of improvement with NHM Implementers and Policy makers for improved

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action and resourcing for WASH in Health and contribute to State wide Scale up

3. Duty Station:

Duty station will be Bhopal, MP with frequent visits to 9 districts within MP (Shivpuri, Sheopur, Guna, Mandla, Umaria, Anuppur, Shahdol, Alirajpur and Jhabua), Divisional Headquarters/ ODF districts.

4. Supervisor:

The agency should work under the supervision of WASH Specialist UNICEF with Health and CDN Specialist/Officer as Co-Supervisors UNICEF in collaboration with GoMP may provide assistance to facilitate the process.

5. Major tasks:

The following tasks should be performed as part of the assignment:

1. State level meeting with UNICEF, NHM and Panchayat Raj department: A state level meeting to be organized with PS Panchayat Raj, State Project Coordinator/ Deputy Commissioner Swacchh Bharat Mission- G, PS-Health, Commissioner-Health, MD-NHM, Deputy Director QA, and UNICEF. Resource agency to present the Inception report based on Status update with objectives and process of implementation of WASH in health Centre & NRC, monitoring Tools, support required from both above departments. Agency to incorporate changes in the process/tools based on suggestion for meeting if required.

2. One Day State Level workshop: A One day state level workshop of District Collectors of select 9 districts along with CMHOs (7HPDs, Alirajpur and Jhabua), and CEOs of Panchayat Raj Department of selected districts covering ODF blocks will be organized at State level with objectives:

a. Build knowledge on WASH compliance and its importance in health centres and NRCs,
b. Induction on the tools that are used for WASH assessment and improvement and share findings of 7 HPDs after assessment.
c. Identification of the areas of convergence between NHM and PRD and scope of intervention by the chairman of DHS and DWSCs to improve WASH in Health facilities.

Around 60 participants including NHM officials, District collectors, CEOs, CMHOs, UNICEF officials, and Consultants (Health/CDN/WASH) to be involved.
Agency is required to provide resource support for the workshop and logistic will be arranged by UNICEF/NHM.

3. One Day District level Workshop (total 9): One day workshop will be organized in all the 7 High Priority Districts (HPDs), and two tribal districts to build the capacities of District and Block MOs, DPM (District Programme Manager), BPM (Block Programme Manager), QA Cell members and Mentors (5-10 people from each district) on WASH. At least 25 participants will be trained on WASH in health monitoring system and operationalization of WASH enhancement plans in each district (Resource support only). These workshops will have following objectives:

a. Review of status of WASH in 7 HPDs, discuss bottlenecks, gaps and corrective actions for improvement Rapid assessment of health care facilities of 7 HPDs and submit the assessment report with conclusion note to UNICEF and NHM
b. Skill building on comprehensive WASH Assessment and Planning in 2 Tribal districts, followed by handholding for CAPT in all high delivery load facilities
c. Orientation of mentor's group and prepare their monthly movement plans to monitor WASH in health status based on action against plan prepared and also to provide support through coordination at all levels to execute the improvement plan.
d. Data analysis and prepare district wise presentations to share with District Health Society's meeting as well as UNICEF, NHM
e. Monthly follow ups and handholding support to the districts to ensure the monitoring tool is used by the mentors and uploaded the data at least bimonthly
f. Compilation of data reported by all the districts and prepare power point presentation to share with state NHM officials for further

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action (bimonthly)

4 One Day Regional level workshop (total 5) on WASH assessment and improvement planning in line with Swachh Swasth Sarvatra (SSS) One day regional level workshop to be organized for stakeholders of health and Panchayat Raj department on WASH assessment and improvement planning followed by a field visit of participants to understand how to use the comprehensive assessment and planning tool (CAPT) so that the WASH facility assessment and improvement plans can be developed by the mentors along with concern facility in charge List of participants will involve CMHOs, DPMs, BMOs, MOICs, Janpad CEO, DPC SBM-G, Block Coordinators SBM -G and selected Mentors The District wise action plans will be prepared during the workshop and submitted to the state NHM for further action Workshop reports will be submitted by resource agency team for each region The district action plan validated by WASH expert will be submitted for all the districts in the agreed framework The major outcomes (though not limited) of the workshop and field visit will be as below

a District wise Action Plans for WASH in health assessment and improvement with time line

b Report of WASH status findings of the health facility/facilities assessed during the workshops by using the CAPT for further sharing with the districts to follow the pattern

c Workshop report (separate for each regional workshop) in detail along with the list of trained participants

The resource agency will provide resource person(s) for all workshops/ training programmes The logistic for the workshop will be supported by UNICEF/NHM, However, Agency need to manage travel and stay of their own staff

5 Bimonthly monitoring of WASH status in Health Care Facilities (including NRCs) The district wise bimonthly monitoring report based on star rating will be shared by the agency for all High Delivery Load facilities and NRCs of 9 districts (appx 200 facilities) The reports would entail the following

a Data analysis, received through monitoring tool (bimonthly), preparation of Dashboard and report with key recommendation for facility enhancement A comprehensive report about the current WASH status as well as action to be taken for all the facilities will be prepared including recommendations The agency will also provide handholding support to the facility in charge and mentors of all the facilities to implement the improvement plans and support during WASH in health star rating for monitoring the improvement on bi-monthly basis

b Prepare Power point presentation and share during District Health Society meeting Agency will prepare district wise power point presentation followed by facility wise WASH status with constraints and key recommendations and also discuss during the District Health Society's meeting in all 9 districts to enhance WASH in health centers

c Sharing on WASH assessment findings and improvement plan at State level The district wise facility wise WASH status with key recommendations will be presented to PS, MD, Commissioner-NHM, DD-QA and UNICEF officials Agency to develop presentation and provide resource person for making presentation

d Hand holding support -Induction of local team of Mentors on the WASH enhancement plans and supports the MOICs with the operationalization of these plans in 9 districts (7HPDs, Alirajpur & Jhabua) Agency will be involved in handholding support and *supportive supervision to District Mentors, MoICs and other Health Staff to coordinate action and implement improvement actions* At least three follow up visits (not limited) with a frequency of 2 months are to be undertaken to each of the facilities to support, monitor and report improvement Based on bi monthly star grading, a report along with WASH status and recommendations will be submitted to the UNICEF and NHM

Supportive Supervision The agency will develop a simple monitoring format for (preferably Star Rating based) to monitor the improvements, providing options for improvements, needed demonstrations and report The format will be agreed by UNICEF and NHM During the health center visits, specific indicators will be monitored, collated and thematic reports will be developed and presented to NHM and UNICEF

It 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

Tasks and Deliverables:

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I. State level Inception convergence meeting with NHM, Panchayat Raj Department and UNICEF:
High level Resource person from agency to present the project concept and process

Deliverable 1:
- Presentation for the meeting.
- Meeting Minutes.

II. State level workshop of District Collectors, CMHOs, Officials from PRD of 9 Districts (7 HPDs, Alirajpur & Jhabua) NHM and UNICEF
High level Resource person from agency to present the WASH in Health project concept, process and approaches, findings, bottlenecks and suggestive

Deliverable 2:
- Schedule, resource material and Power point presentation for the workshop
- District Plans for WASH in health and NRC
- Workshop report along with list of participants
- Tools and checklists for assessment including client/beneficiary feedback mechanism

III. One Day Regional level workshop at 5 regions for officials of Health and PRD on WASH in health assessment and planning process, strategic approach and monitoring in line with Swachh Swasth Sarvatra initiative of GoI.
Resource support from Agency, logistic to be done by UNICEF

Deliverable 3:
- Workshop schedule, reference and resource material for the p participants, presentations in soft copy (region wise).
- Workshop report along with list of trained participants. At least 40 officials trained in WASH assessment and improvement planning from each region.
- District action plan for WASH in Health assessment and planning work for all the districts covered.

IV. District Level workshop on WASH in Health assessment and improvement planning for Alirajpur and Jhabua districts-
Resource support from Agency, logistic to be done by UNICEF

Deliverable 4:
- Workshop schedule, reference and resource material for the participants, presentations in soft copy.
- Capacity Building Module
- Workshop report. At least 30 officials trained in WASH assessment and improvement planning from each district.
- List of final team members of mentors for each district.

V. Facility WASH assessment and improvement planning in Alirajpur and Jhabua.
Resource agency to support the handholding of teams in WASH assessment and planning
Data entry, analysis and report preparation to be done by agency.
A rating tool and system to be developed by agency to monitor the progress.

Deliverable 5:
- District level report on WASH Assessment in HCF and NRCs, for Alirajpur and Jhabua districts.
- Facility Based Improvement Plans for all high delivery load health care facilities
- Presentation on WASH status of facilities and improvement plan during DHS meeting
- Rating tool for monitoring the improvement WASH in health facilities and NRCS on bi-monthly basis.

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43249902	2	2300052564	New Delhi, India	
Agreement entered into between UNICEF and (Hereinafter referred to as "The Contractor")		NAME IIHMR University	CONTACT PERSON	
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VI Sharing on WASH assessment findings and improvement plan in District Health Society's meetings (at least two meetings per district during the entire assessment)
Resource support in presentation on the findings and improvement plan to be provided by agency

Deliverable 6
- Minutes of Meeting of DHS of Alirajpur and Jhabua districts
- Action plan for implementation of improvement plans
Include areas which influence budgets in Supplementary PIP- Construction etc For repairs, include untied fund or RKS budgets

VII One Day District level workshop of District and Block medical officers, Quality cell officials and Mentors in all 7 districts rapid assessment and review of Status update
Resource person from agency to develop skills of participants on use of mobile app based star rating monitoring tool and data analysis for further action

Deliverable 7
- Workshop schedule, reference and resource material for the participants
- Power point presentation for the workshop
- Refined and finalized CAPT
- Workshop report along with list of participants
- Report of rapid assessments in high delivery load facilities, with findings and suggested actions

VIII Bimonthly monitoring of WASH in health status by using mobile app in of all 7 HPDs, and in 2 tribal districts post CAPT workshop Handholding and monitoring of operationalization of the WASH enhancement plan At least five follow up visits (not limited) each after 2 months for support improvement and monitor improvements
Agency to provide handholding support to the mentors and MOICs

Deliverable 8
- Compilation of data and prepare presentation based on star rating tool for state review
- District wise presentation of WASH status based on bimonthly star rating to review by the district
- Key recommendation for each district in implementation on WASH in Health
IX Develop State SOP and Strategy for WASH in health

Deliverable 9
Draft WASH SOPs for infection prevention in health care facilities and NRCs
- State Scale up strategy document, recommendations
- Process documentation and final report

6. Official travel:

Travel as indicated will be required to conduct trainings and supportive supervision in 9 districts and other Divisional HQs

7. Deliverables/payment schedule/timelines:

All deliverables to be verified and approved by UNICEF prior to submission of Invoices

Deliverable 1 State Level inception convergence meeting with DoPRI, UNICEF and NHM - Rs 3,02,120/- By 7th June 2018

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- Presentation made in the meeting
- Minutes of the meeting

Deliverable 2: State Level Workshop (1 number)- Rs.4,83,392/- By 30th June 2018

- Agenda Schedule, resource materials, and PPT presentation(s) prepared
- District level Action Plan for WASH in Health and NRCs workshop
- Workshop report and photographs along with list of participants
- Tools/Checklist for assessment including client or beneficiaries feedback mechanism

Deliverable 3: Divisional or regional level training programme (5 numbers) - Rs.6,04,240/- By 31st October 2018

- Workshop agenda, references and resource materials for the participants, presentations in soft copy (Region Wise).
- Workshop report along with list of trained participants; At least 40 officials trained in WASH assessment and improvement planning from each region
- District action plan for WASH in health assessment and improved planning

Deliverable 4: One day district level workshop for District level officials, BMO, QA cell and MENTORs in all 7 Districts (For implementing rapid assessment and review of status update): Rs.8,45,936/-: 3 Districts by 31st August and 4 districts by 15th September 2018.

(50% will be raised after completing 3 districts deliverables, and 50% will be raised after completing 4 districts deliverables)
- Workshop schedule, reference materials, resource materials for the participants, presentations in soft copy
- Capacity building module
- Workshop report. At least 30 officials trained in WASH assessment and improvement planning from each district
- List of final team members of mentors each district

Deliverable 5: District level workshop on WASH assessment & Improvement planning for Jhabua and Alirajpur districts (2 districts): Rs.3,62,544/- By 30th June 2018

- District level report on WASH assessment in HCFs and NRCs for 2 districts for Alirajpur and Jhabua districts;
- Facility based improvement plans for all high delivery load health care facilities;
- Presentation on WASH status of facilities and improvement plan during DHS meeting
- Star rating tool for monitoring the improvement WASH in health facilities and NRCs on Bi-monthly basis

Deliverable 6: Facility assessment and Improvement plan of Jhabua and Alirajpur districts: Rs.4,22,968/- By 20th July 2018
- Minutes of the meeting of DHS of Alirajpur and Jhabua Districts;
- Action plan for implementation of Improvement plans includes areas which influences budget in supplementary PIP constructions etc. For repairs, they may include from Untied fund or RKS budget.

Deliverable 7: Sharing of WASH assessment findings and improvement plan in DHS meeting (At least 2 numbers of DHS per district during project period): Rs.6,04,240/- By 20th October 2018

- Workshop agenda, reference, and resource materials for the participants
- Power point presentation for the workshop
- Realigned or redefined CAPT tool & improved plan
- Workshop report, along with list of participants
- Report of rapid assessment in high delivery load facilities, with findings and suggested actions.

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Deliverable 8: Bimonthly monitoring om WASH in health and NRCs project: Rs.18,12,720/-By end July, September, November 2018, January and March 2019 - to be paid in 5 equal instalments after submission of bi-monthly reports.

- Compilation of Data and prepare presentation based on star rating tool for state review
- District wise presentation of WASH status based on bi-monthly star rating tool to review by the districts
- Key recommendation for each district in implementation on WASH in Health

Deliverable 9: Develop State SOP, process document and strategy paper: Rs.6,04,240/- By 14th March 2019

- Draft WASH SOP for infection prevention in health care facilities and NRCs
- State Scale up strategy document with recommendation
- Process Documentation & Final Report

Out of Pocket Expenditure (reimbursable on actuals): Rs.24,40,000/-

Sub Total value - Rs.84,82,400/-

8. Major Tasks for additional requirement:

I) One Day Regional level workshop (total 3 nos) on WASH assessment and improvement planning and monitoring:- One day regional level workshop to be organized for mentors from 9 High Priority districts including the staff of other development partners (Tata Trust and Piramal Foundation) on WASH assessment and improvement planning followed by a field visit of participants to understand how to use the comprehensive assessment and planning tool (CAPT) so that the WASH facility assessment and improvement plans can be developed by the mentors along with concern facility in-charge. The District wise action plans will be prepared during the workshop for mentors support and submitted to the state NHM for further action. Workshop reports will be submitted by resource agency team for each region. The district action plan validated by WASH expert will be submitted for all the districts in the agreed framework. The major outcomes (though not limited) of the workshop and field visit will be as below -

- District wise Action Plans for WASH in health assessment and improvement with time line
- Report of WASH status findings of the health facility/facilities assessed using the Comprehensive Assessment and Planning Tool (CAPT) during workshop, sharing with the districts for further follow up.
- Workshop report (separate for each regional workshop) in detail along with the list of trained participants

The resource agency will provide resource person(s) for all workshops/ training programmes. The logistic for the workshop will be supported by UNICEF/NHM, However, Agency need to manage travel and stay of their own staff.

II) One Day District level Workshop (total 10 nos):- One day workshop will be organized in all the 9 High Priority Districts (HPDs) and 1 Aspirational district to build the capacities of District and Block Medical Officers, DPM (District Programme Manager), BPM (Block Programme Manager), QA Cell members to refresh the knowledge and skills on WASH, WASH assessment and improvement planning, key learnings and bottlenecks from implementation of WASH plans at facility level, monitoring of WASH progress and strengthening institutional arrangement for sustainability of WASH protocols. At least 25 participants will be skilled in each districts with this workshops. These workshops will have following objectives,

- Review of status of WASH in 9 HPDs, discuss bottlenecks, gaps and corrective actions for improvements in WASH protocols compliance in all targeted HCFs
- Skill building of facility in-charge on WASH protocols, strengthening institutional systems for improving WASH protocols and sustainability
- Skill building on comprehensive WASH Assessment and Planning, followed by handholding for CAPT in all high delivery load facilities of Khandawa district
- Data analysis and prepare district wise presentations for 9 HPDs and 1 aspirational district with identification of critical action to share

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with District Health Society's meeting as well as UNICEF, NHM
- Workshop report (separate for each district) in detail along with the list of trained participants for 10 districts
The resource agency will provide resource person(s) for all workshops/ training programmes The logistic for the workshop will be supported by UNICEF/NHM, However, Agency need to manage travel and stay of their own staff

III) One Day District level Workshop (total 4):- One day workshop will be organized in 4 High Priority Districts (HPDs) Shivpuri, Mandla, Umaria and Khandwa to build the capacities of health care service providers, nursing and cleaning staff on WASH and infection control protocols, key hygiene practices and bio medication waste management (BMWM) The training will also focus on strengthening systems and monitoring related to cleaning and BMWM to contribute to sustainability of overall infection control and WASH protocols At least 40 participants will be skilled in each districts with this workshops These workshops will have following objectives
- Skill building of health care functionaries, nursing and cleaning staff member on WASH protocols, cleaning and latest BMWM protocols
- District wise standard operating protocols with clear roles of functionaries for WASH and BMWM
- Workshop report (separate for each district) in detail along with the list of trained participants

IV) Bimonthly monitoring of WASH status in Health Care Facilities (including NRCs)
The district wise bimonthly monitoring report based on star rating will be shared by the agency for all High Delivery Load facilities and NRCs of 9 districts (196 facilities) in May 2019 and August 2019 The reports would entail the following
- Data analysis, received through monitoring tool (bimonthly), preparation of Dashboard and report with key recommendation for facility enhancement- A comprehensive report about the current WASH status as well as action to be taken for all the facilities will be prepared including recommendations The agency will also provide handholding support to the facility incharge and mentors of all the facilities to implement the improvement plans and support during WASH in health star rating for monitoring the improvement on bi-monthly basis
- Prepare Power point presentation and share during District Health Society meeting - Agency will prepare district wise power point presentation followed by facility wise WASH status with constraints and key recommendations and also discuss during the District Health Society's meeting in all 9 districts to enhance WASH in health centers
- Sharing on WASH assessment findings and improvement plan at State level - The district wise facility wise WASH status with key recommendations will be presented to PS, MD, Commissioner-NHM, JD-QA and UNICEF officials Agency to develop presentation and provide resource person for making presentation
- Hand holding support - Induction of local team of Mentors on the WASH enhancement plans and supports the MOICs with the operationalization of these plans in 9 districts (7HPDs, Alirajpur & Jhabua) Agency will be involved in handholding support and supportive supervision to District Mentors, MoICs and other Health Staff to coordinate action and implement improvement actions At least three follow up visits (not limited) with a frequency of 2 months are to be undertaken to each of the facilities to support, monitor and report improvement Based on bi monthly star grading, a report along with WASH status and recommendations will be submitted to the UNICEF and NHM
- Supportive Supervision The agency will be using the agreed supportive supervision star grading checklist to monitor the improvements, providing options for improvements, needed demonstrations and report During the health center visits, specific indicators will be monitored, collated and thematic reports will be developed and presented to NHM and UNICEF

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9. Additional Deliverables | Payment Schedule | Timeline

Deliverable 10 One day Regional Workshop - 3 Nos - Rs 362,525 - 31 July 2019
- Workshop schedule, reference and resource material for the participants, presentations in soft copy
- Updated Capacity Building Module
- Workshop report At least 25 officials trained in WASH assessment and improvement planning from region
- List of final team members of mentors for each district

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Deliverable 11: One day District level Workshop - 10 Nos. Rs. 1,208,415 - 31 July 2019
- Workshop schedule, reference and resource material for the participants, presentations in soft copy.
- Updated Capacity Building Module
- Workshop report. At least 25 officials trained in WASH assessment and improvement planning from each district.
- WASH assessment and improvement plans for high delivery load facilities on Khandwa district

List of participants

Deliverable 12: One day district level Workshop-BMWM - 4 Nos. Rs. 483,650- 31 May 2019
- Workshop schedule, reference and resource material for the participants, presentations in soft copy.
- Updated Capacity Building Module
- Workshop report. At least 40 health care functionaries, nursing and cleaning staff skilled on WASH, cleaning and BMWM protocols.
- Standard protocols and roles of functionaries for WASH, cleaning and BMWM
- List of Participants

Deliverable 13: Bi-Monthly star grading - 2 Nos. Rs. 725,935 - 30 May & 31 August 2019
- Compilation of data and prepare presentation based on star rating tool for state review
- District wise presentation of WASH status based on bimonthly star rating to review by the district
- Key recommendation for each district in implementation on WASH in Health

Out of Pocket Expenses Rs. 421,900(reimbursable on actuals)- 31 August 2019

Sub-Total value - Rs. 3,202,425

MAJOR TASKS FOR ADDITIONAL WORK: OCTOBER TO DECEMBER 2019:

The following additional tasks will be performed as part of the assignment:

a. Building capacity of the NHM staff and other Stakeholders on WASH in health; specifically focusing on and strategies and plans for sustainability
b. Building Capacity of NHM staff, cleaning staff and other Health Care staff on Bio-medical waste management, infection control and WASH protocols
c. Handholding support and monitoring for WASH in health components in all focused facilities and preparing bimonthly monitoring reports and presenting to DHS/ State NHM for corrective actions

The additional deliverables below with some additional sessions included to support sustainability and various technical components.

1. One Day District level Workshop (total 2):- One day workshop will be organized in 2 High Priority Districts (HPDs) to build the capacities of health care service providers, nursing and cleaning staff on WASH and infection control protocols, key hygiene practices and bio medication waste management (BMWM). The training will also focus on strengthening systems and monitoring related to cleaning and BMWM to contribute to sustainability of overall infection control and WASH protocols. At least 20 participants will be skilled in each district with these workshops. These workshops will have following objectives:

- Skill building of health care functionaries, nursing and cleaning staff member on WASH protocols, cleaning and latest BMWM protocols
- District wise standard operating protocols with clear roles of functionaries for WASH and BMWM
- Workshop report (separate for each district) in detail along with the list of trained participants

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2 Two Day District level workshop (total 2) on WASH assessment and improvement planning and monitoring leading to District sustainability plans - 2 day workshop will be organized in 2 High Priority Districts (HPDs) to build the capacities of Districts and Block Medical Officers, DPM (District Programme Manager), BPM (Block Programme Manager), QA Cell members to refresh the knowledge and skills on WASH, WASH assessment and improvement planning, key learnings and bottlenecks from implementation of WASH plans at facility level, monitoring of WASH progress and strengthening institutional arrangement for sustainability of WASH protocols This will lead to sustainability plans for WinHNRC for the districts At least 25 participants will be skilled in each district with these workshops These workshops will have following objectives

Review of status of WASH in 9 HPDs, discuss bottlenecks, gaps and corrective actions for improvements in WASH protocols compliance in all targeted HCFs

Skill building of facility in-charge on WASH protocols, strengthening institutional systems for improving WASH protocols and sustainability

Skill building on comprehensive WASH Assessment and Planning, followed by handholding for CAPT in all high delivery load facilities of Khandawa district

Data analysis and prepare district wise presentations for 9 HPDs and 1 aspirational district with identification of critical action to share with District Health Society#s meeting as well as UNICEF, NHM

Sustainability Plan (separate for each district) for WiHNRC

The agency will provide resource person(s) for all workshops/ training programmes The logistics for the workshop will be supported by UNICEF/NHM However, the agency needs to manage travel and stay of their own staff

3 One day State level workshop on dissemination and sustainability A one day State level workshop will be organized with High level officials, District NHM staff and officials from other line department to disseminate the Process documentation and results of the interventions and to draft a plan for replication across the State The workshop will have the following objectives

Disseminate the key results and learning along with the strategic process of WiHNRC in the State of MP

Assess the replicability of the intervention and review with the existing and perspective resources in view of the and State/national commitments

Present, review and agree on the replication plan for WiHNRC in the State

4 *Bimonthly monitoring of WASH status in Health Care Facilities (including NRCs) (corresponds to the deliverable number 5 of existing contract)*

The district wise bimonthly monitoring report based on star rating will be shared by the agency for all High Delivery Load facilities and NRCs of 9 districts (196 facilities) in October 2019 and December 2019 The reports would entail the following

Data analysis, received through monitoring tool (bimonthly), preparation of Dashboard and report with key recommendation for facility enhancement- A comprehensive report about the current WASH status as well as action to be taken for all the facilities will be prepared including recommendations The agency will also provide handholding support to the facility incharge and mentors of all the facilities to implement the improvement plans and support during WASH in health star rating for monitoring the improvement on bi-monthly basis

Prepare Power point presentation and share during District Health Society meeting - Agency will prepare district wise power point presentation followed by facility wise WASH status with constraints and key recommendations and also discuss during the District Health Society#s meeting in all 9 districts to enhance WASH in health centers

Sharing on WASH assessment findings and improvement plan at State level - The district wise facility wise WASH status with key recommendations will be presented to PS, MD, Commissioner-NHM, JD-QA and UNICEF officials Agency to develop presentation and provide resource person for making presentation

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- Hand holding support:- Induction of local team of Mentors on the WASH enhancement plans and supports the MOICs with the operationalization of these plans in 9 districts (7HPDs, Alirajpur & Jhabua). Agency will be involved in handholding support and supportive supervision to District Mentors, MoICs and other Health Staff to coordinate action and implement improvement actions. At least three follow up visits (not limited) with a frequency of 2 months are to be undertaken to each of the facilities to support, monitor and report improvement. Based on bi monthly star grading, a report along with WASH status and recommendations will be submitted to the UNICEF and NHM.

Supportive Supervision: The agency will be using the agreed supportive supervision star grading checklist to monitor the improvements, providing options for improvements, needed demonstrations and report. During the health center visits, specific indicators will be monitored; collated and thematic reports will be developed and presented to NHM and UNICEF.

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Deliverable 14: On completion of 02 Nos - One Day District Level Workshops for health care service providers, nursing and cleaning staff of 2 districts on WASH and infection control protocols, key hygiene practices and bio medical waste management (BMWM)
By 15-Nov-19
Rs.2,41,824/-

Deliverable 15: 2 Nos- one Day District level Workshops for 2 project districts MOs, facility in-charge, DPM, BPM, QA Cell members to refresh the knowledge and skills on WASH, CAPT, key bottlenecks in WASH improvement, actions for WASH improvements, monitoring of WASH progress and strengthening institutional arrangement for sustainability of WASH protocols.
By 30-Nov-19
Rs.2,42,008/-

Deliverable 16: 2 Nos- Bimonthly monitoring of WASH in health status by using mobile app in all 9 HPDs.
Handholding and monitoring of operationalization of the WASH enhancement plan- At least two follow up visits (not limited) each after 2 months for support improvement and monitor improvements.
21st Oct and 15 Dec 2019
By Rs.7,25,936/-

Deliverable 17: One day State level workshop on dissemination and sustainability: with High level officials, District NHM staff and officials from other line department to disseminate the Process documentation and results of the interventions and to draft a plan for replication across the State.
By 31st Dec 2019
Rs.4,83,392/-

Out of Pocket Expenses Rs.6,87,550/- (reimbursable on actuals)

Sub Total Value = Rs.23,80,710/-

Grand Total of Contract - Rs.1,40,65,535/- [One Crore Forty Lakhs Sixty Five Thousand Five Hundred and Thirty Five Only)

CONTRACTUAL PROVISIONS

1. Contract Documents

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Institutional/Corporate Contract

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1.1 This contract (the or this 'Contract') comprises:
(a) this document (including any Special Terms and Conditions set out at Section 6 below);
(b) the UNICEF General Terms and Conditions of Contract (Services) attached as Annex A; and
(c) the other annexes (if any) attached to this document. The documents comprising this Contract are complementary of one another, but if there is any ambiguity or inconsistency between those documents, then
(i) this document will take precedence over the UNICEF General Terms and Conditions of Contract (Services) and the other annexes (if any), and
(ii) the UNICEF General Terms and Conditions of Contract (Services) will take precedence over the other annexes (if any). 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).

1.2 This Contract (including any 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).

1.3 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:
UNICEF Country Office
Attention: Ms. Safia Robinson
Chief, Supply & Procurement
Telephone: 011-24606519
Email: srobinson@unicef.org

If to the Contractor:

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Rajasthan
Attention Dr P R Sodani, Acting President and Dean Training
Telephone number +91-9829120956, 91-141-3924700
Email sodani@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 Fees, Most Favoured Customer
4 1 The Contractor represents that the Fees for the Services and Deliverables under this Contract are the most favourable pricing terms available to any customer of the Contractor (or of any its Affiliates) If at any time during the term of this Contract, any other customer of the Contractor (or of any of the Contractor's Affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Contractor will retroactively adjust the Fee and related pricing terms under this Contract to conform to the more favourable terms and the Contractor will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment
4 2 [Payment against the Contractor's invoice will reflect a discount of *[PERCENTAGE] provided payment is made within [NUMBER OF* DAYS] from the date of receipt of the Contractor's invoice by UNICEF]

5 Liquidated Damages *In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not* limited to, those set out in the UNICEF General Terms and Conditions of Contract (Services), if the Contractor fails to provide the Services or the Deliverables in accordance with the time schedule set out in the Contract, or if UNICEF determines that the Services or *Deliverables do not conform to the requirements of the Contract, UNICEF may claim liquidated damages from the Contractor and, at* UNICEF's option, the Contractor will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Contractor's invoice(s) Such liquidated damages will be calculated as follows one half of one per cent (0 5%) of the Contract Fee for *the delayed Services and Deliverables for each day of delay,* or in the case of a Fee calculated on a time-based rate, one half of one per cent (0 5%) of the time-based rate for all the Contractor Personnel required to provide the relevant Services or Deliverables, until performance of conforming Services or delivery of conforming Deliverables, up to a maximum of ten per cent (10%) of the value of the Contract The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to the Contract

6 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

7 Late Delivery
7 1 Without limiting any other rights or obligations of the parties hereunder, if the Contractor will be unable to deliver the work or services by the delivery date stipulated in the Contract, the Contractor shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the work or services and (ii) use an expedited means of delivery, at the Contractor's cost, if reasonably so requested by UNICEF
7 2 No grant of time to the Contractor to cure a default hereunder, nor any delay or failure by the United Nations to exercise any other right or remedy available to the United Nations under this Contract, shall be deemed to prejudice any rights or remedies available to the United Nations under this Contract or constitute a waiver thereof

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1, Prabhu Dayal Marg
Near Sanganer Airport, Jaipur 302029

CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43249902	2	2300052564	New Delhi, India	
Agreement entered into between UNICEF and: *(Hereinafter referred to as "The Contractor")*		NAME IIHMR University	CONTACT PERSON	
CURRENCY INR	ADDRESS SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan, 302029 India E-MAIL saurabh@iihmr.edu.in		TELEPHONE NO. 1413924700	FAX NO.

SPECIAL TERMS AND CONDITIONS

1.0 Pre-Payment

Please note that UN Financial Rules and Regulations do not permit prepayment such as COD or LC. The standard payment terms are net 30 days from the receipt of the invoice and proof of delivery/acceptance of deliverables.

2.0 Unethical Behaviour

2.1 UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF bidders. Accordingly, any registered bidder that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

3.0 Corrupt and Fraudulent Practices

3.1 UNICEF requires that all bidders associated with this Invitation to Bid / Request for Proposal observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

(a) Defines for the purpose of this provision the terms set forth as follows:

(i) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract, and

(ii) Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the selected supplier / contractor have engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.

4. Guidelines on gifts and hospitality

4.1 Bidders shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

MARKINGS

P.Req.38423128
File # S&P/2018/231

INVOICING INSTRUCTIONS

INVOICING INSTRUCTIONS:

Invoices must refer to the Contract. The Contractor shall submit the original to the following address: (Attn: Mr. Pankaj Mathur, WASH Specialist, UNICEF, United Nations Children's Fund, Plot No.41-42, Polytechnic Colony, Shyamla Hills, Bhopal, 462013.

GST:

i. Suppliers, delivering notified goods / services to UNICEF shall charge GST as applicable in the tax invoice issued by them.
ii. The supplier must submit Tax Invoice indicating their GST Identification Number. UNICEF will not accept and pay GST against Retail Invoice
iii. GST component must be listed as a separate line item in the invoice
iv. GST and IGST invoices should be issued separately for Purchase Orders with multiple location of deliveries
v. The supplier must quote UNICEF Unique Identification Number (UIN) specific to each State Office.

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43249902	2	2300052564	New Delhi, India	
Agreement entered into between UNICEF and *(Hereinafter referred to as "The Contractor")*		NAME IIHMR University	CONTACT PERSON	
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vi For this contract, UNICEF Bhopal UNIQUE Number 2317UNO00001UND
vi The supplier must file their GST returns for sales to UNICEF with GST component, as UNICEF will be claiming GST refunds
vii 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

Amendment 1 dated 02 04 2019 This contract is amended to increase value from Rs 8,482,400 to Rs 11,684,825 00 to include additional deliverables and extend validity of upto 31 08 2019 All terms and conditions pursuant to the contract is valid and unchanged

Amendment 2 dated 11 Oct 2019 This contract is amended to increase value from Rs 11,684,825 00 to Rs 14,065,535 00 to include additional deliverables and extend validity of upto 31 12 2019 All terms and conditions pursuant to the contract is valid and unchanged

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

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Institutional/Corporate Contract

unicef

CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43249902	2	2300052564	New Delhi, India
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Contract valid from : 21.05.2018
Contract valid to : 31.12.2019
Payment currency : INR
Payment terms : Within 30 days Due net
Delivery terms :
Total amount : 14,065,535.00

Provision of the following services

Supporting National Health Mission (NHM) in developing capacities of Health care Staff on improvement of WASH in Health Centers and NRCs in selected districts and further 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 notethat 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 14/10/19

NAME AND TITLE: BHANU ARORA, SR. PROCUREMENT ASSOCIATE

AUTHORIZED OFFICER

SIGNATURE _____ Date 14/10/19

NAME AND TITLE: SAFIA ROBINSON, CHIEF, SUPPLY & PROCUREMENT

I acknowledge that I have read and accepted the contents and conditions stipulated in this contract

SIGNATURE OF CONTRACTOR _____ DATE _____

NAME AND TITLE:

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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 Contract or 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 Combatting Fraud and Corruption, the UNICEF's Policy on Conduct 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 licenses which may be helpful or useful for the fulfillment 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

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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, detailed status updates, costs 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 warranty or 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

(a) 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),

(b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non conforming or incomplete performance,

(c) 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,

(d) 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,

(e) require the Contractor to pay liquidated damages as set out in the Contract

2 9 Further to 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

2 10 The following provisions apply with regard to the Contractor's Personnel

(a) The provisions of Article 7 (Ethical Standards) will apply to the Contractor's Personnel as expressly stated in Article 7

(b) 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

(c) 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

(d) At any time during the term of the 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 this 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

(e) 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)

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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, worker's 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 responsibilitywith 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 of 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.

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3 8 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 9 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, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering 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 fulfill 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 or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract

4 5 UNICEF will report 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 of the defence, settlement and compromise of any such suit, proceeding, claim or demand, 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 itself (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 risk of claims arising out of or related to the Contractor's performance of the Contract), including the following

(i) Insurance against all risks in respect 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

(b) 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 limitations period with regard to claims against which the insurance is obtained

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(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 the 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 Contract 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, 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; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) 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 (a) 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, as between them, all UNICEF Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNICEF Data, will be the exclusive property of UNICEF, and the Contractor has a limited, nonexclusive 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.

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5.7 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.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code and that UNICEF will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.

5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF's and, as directed by UNICEF, End Users' access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF's reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediateeffect.

Service Providers and Sub-Contractors

5.10 The Contractor will impose the same requirements relating to data protection and non-disclosure of Confidential Information, as are imposed upon the Contractor itself by this Article 5 of the Contract, on its service providers, subcontractors and other third parties and will remain responsible for compliance with such requirements by its service providers, subcontractors and other third parties.

End of Contract

5.11 Upon the expiry or earlier termination of the Contract, the Contractor will:

(a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor or its sub-contractors and confirm such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

6 Termination; Force Majeure

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:

(a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or

(b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or

(c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) day's written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Contractor will take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimise losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNICEF has or may be reasonably expected to acquire an interest.

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6 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

6 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 6 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)

6 7 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract

Force Majeure

6 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 6 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, or (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

7 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 if 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 standard 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 Combatting 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 Combatting 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 entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind

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7.8 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.

7.9 The Contractor acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

(a) 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: (i) 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 (ii) 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.

(b) In the case of suspension, if 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 lift the suspension by written notice to the Contractor 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.

(c) 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 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 can 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 received upon delivery (if 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 (if delivered 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 principal and agent or joint 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 the Contractor's rights or obligations under the Contract.

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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, 8, 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

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