

Institutional/Corporate Contract



CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43332237		2300052564	New Delhi, India
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME IIHMR University	CONTACT PERSON Dr. Pankaj Gupta
CURRENCY INR	ADDRESS SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan, 302029 India E-MAIL saurabh@iihmr.edu.in		TELEPHONE NO. 1413924700
			FAX NO.

This agreement shall commence on **23 Sep 2021** and shall expire upon satisfactory completion of the services described below but not later than **22 Feb 2022**, 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

**Training Needs Assessment (TNA) of the Panchayati Raj Institutions (PRIs) on WASH and other
services in India**

as stipulated in the attached document

Registrar

**The IIHMR University
1, Prabhu Dayal Marg**

Near Sanganer Airport, Jaipur-302029

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS HEREIN

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ITEM	SERVICE DESCRIPTION	PRICE
10	WASH-TNA of PRIs on WASH services Inception Report	547,380.00 547,380.00
20	WASH-TNA of PRIs on WASH services Draft Report	821,070.00 821,070.00
30	WASH-TNA of PRIs on WASH services Designed top line finding report	1,094,760.00 1,094,760.00
40	WASH-TNA of PRIs on WASH services Final Report	273,690.00 273,690.00
Grand Total :		2,736,900.00

STATEMENT OF WORK/TOR

1. BACKGROUND

The Ministry of Panchayati Raj, Government of India, is the nodal Ministry that handles all matters relating to local governance in rural areas (Panchayati Raj) and Panchayati Raj Institutions (PRIs). The overall objective of the Ministry is the empowerment, enablement, and accountability of Panchayati Raj Institutions to ensure inclusive development with social justice, and the efficient delivery of services. The panchayat, thus, is made the representative of the various economic and social strata residing in the area, working with the village representatives for mutual development.

Water, sanitation, and hygiene (WASH)

The provisions of drinking water and sanitation, a critical basic service, is included in the 29 functions listed in Part XI of the amendment and are entrusted to panchayats. Ensuring the responsibility of safe and secure water and sanitation facilities for all, throughout the year, is the responsibility of the gram panchayat. It is further envisioned that their activities will help sustain drinking water and sanitation facilities once they are made aware of their roles and responsibilities and the people's needs.

Drinking water and sanitation in villages is primarily under the mandate of two centrally sponsored national flagship programmes: the Swachh Bharat Mission (Grameen) [SBM(G)] and the Jal Jeevan Mission (JJM). Since 2014, with the launch of the SBM(G), massive progress has been achieved in the access of toilets for rural households with the country declaring itself open defecation free (ODF) in October 2019. The next phase of the Mission now is focusing on sustaining the gains made under phase 1 of the mission and effective solid and liquid waste management (SLWM) in all villages. On the water supply front, JJM, launched in 2019, has been swiftly advancing in its goal of providing functional household tap connections (FHTCs) to all by 2024. As of June 2021, over 4.20 crore households have been provided with FHTCs, taking the overall national coverage to 38.76% of all rural households. As per the

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guidelines of both, JJM and the SBM(G), there is a key role for the PRIs in implementation planning and roll out of the missions, and almost the entire role for operation and maintenance.

The role of the gram panchayat, therefore, to ensure the availability of safe and sustainable water supply and sanitation services for all, extends from the household level to the community as well as public institutions in the village. It is to ensure the adoption of safe sanitation and hygiene practices; the provision of safe and adequate water supply for all; sustainability of services and facilities with arrangements for operations and maintenance (O&M); water conservation and source sustainability efforts; inclusive plans to address the WASH needs of all and to make provisions in the Gram Panchayat Development Plan (GPDP) for the same; strengthen the capacity of village-level functionaries for better performance; mobilize the community behaviour change and collective action in the creation and maintenance of WASH facilities; and review and maintain prescribed account books and undertake audit procedures to maintain transparency.

To strengthen financial support for the above-mentioned activities, as per the recommendations made by the 15th Finance Commission in 2020, 60% of the overall grant for rural bodies is tied towards drinking water supply and sanitation.

Health, education, nutrition, and other services

The PRIs also have a critical role to play in supporting the provision of health, nutrition, and education services to the community, in conjunction with relevant government departments through multiple government programmes. These sectors are directly linked to the WASH sector in terms of overall outcomes. Therefore, a coordinated effort is required among all interventions to maximise outputs for the citizen.; while it focuses on WASH, the study will also contribute to explore gaps in these other sectors and make recommendations to further assess these gaps and address them.

An important issue is that of gender sensitive programming and services. There is a need to build awareness and capacities of PRIs of the need to look at services through a gender lens. Also, the issues of equity are important including services to the especially abled, and socially and economically disadvantaged population. Thus, PRIs capacity development programmes have to focus on these factors. The study may look at the difference in awareness between female and male PRI members, whether they are equitably exposed to trainings whether trainings as a whole are gendered, etc. This would be important to inform developing a gender responsive training module.

Lastly, with the advent of COVID-19 and the climate change affect, there is a steady rise of humanitarian crisis in different states. Events of flood, cyclone and drought are the key emergencies where the villages are mostly affected. With the current ongoing pandemic its even more difficult to support the communities during such adverse conditions. The PRIs requires capacities at all levels to cater to the humanitarian requirements of the affected villages. The training needs assessment will also keep a focus on few of the issues related to overall service delivery of WASH and other services during COVID-19 bringing in a component of humanitarian response and programming.

While the Panchayati raj system has been formalised in 1992, there has been few attempts to carry assessments of the capacity gaps of the PRIs in these areas. For example, a TNA in Bihar was carried out in 2007-2008. However, a nationwide assessment of the capacity gaps of the 3 levels of PRIs across the 4 subject areas, especially in the context of the significantly increased Financial devolution to the PRIs, has not been carried out. The current proposed assessment will significantly contribute to influencing trainings of elected and permanent PRI members across the 4 areas under discussion across the country and will influence the programmes of MoPR and the CB work done by NIRD and SIRDs.

2. RATIONALE

To be able to carry out the statutory WASH and other (Health, Nutrition and Education) responsibilities, panchayat representatives and functionaries at all 3 levels # gram, block and district # need to be sensitized, informed, and trained on the knowledge and awareness gaps about the overall service delivery, capacity to roll out services and on the available enabling environment on training and

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monitoring systems available at all levels.

The core of this assessment consists of the knowledge and awareness about the basic service delivery, central and state schemes, and service delivery benchmarks of services provided at household, Institutions, and community levels and the capacities of the PRIs to deliver such services. To be able to identify the gaps with respect to capacities of the PRIs and other stakeholders in this regard, and to inform the programmes to orientation, sensitisation, and training of the PRIs and other relevant stakeholder, a training need assessment of PRIs is required. Furthermore, the assessment can also delve deeper in understanding the current training schedule, content, and institutional setup in National and state level. Similarly, monitoring mechanism of PRI work through MIS and core indicators will also be assessed for a detailed understanding of the institutional capacities of PRIs.

3. PURPOSE OF ASSIGNMENT

The purpose of this assignment is to identify the training needs in the PRIs on core responsibilities such as GPDP planning; resource mobilization and fund allocation; operation and maintenance and conducting IEC campaigns etc. This will support in further strengthening the panchayats to better deliver on these services on priority. The assessment will also help identify crucial training topics and methods that will be rolled out by Ministry of Panchayati Raj at the central level and Panchayat Raj departments in the states.

4. OBJECTIVES

Primary objective:

To assess the priority trainings and capacity development needs of the PRIs required to improve service delivery of essential WASH services and other services in the areas of health, nutrition, and education in an efficient, sustainable, and equitable manner and provide recommendations to Ministry and state government to strengthen training initiatives and to NIRD and SIRDs for incorporation in training content

Secondary objective:

- To analyze the extent of knowledge and capacities of the Panchayat members at all three levels village, block, and district levels on setting up and delivering of WASH and other (health, nutrition and education) services and delivery in communities and schools, anganwadi and public places. This will include the core responsibilities such as GPDP planning; resource mobilization and fund allocation; operation and maintenance and conducting IEC campaigns etc.
- To analyze the institutional setup for training and monitoring at all levels of PRI, that includes existing training content, modality, including budgets and recommend mitigation of any identified gaps focusing on WASH and selected components from other (health, nutrition and education) sections.
- To identify issues that inhibit the participation of women in GPs for service delivery of WASH and other services and identify their capacities and enablers to increase women leadership and participation at GP level
- To provide clear and implementable recommendations on

- Topics on which training is needed, include an outline of the issues, classified by a justified order of priorities.
- Recommend ways for carrying out/rolling out of the training in various phases to address knowledge and practice gaps by order of priority of PRI representatives
- Recommend ways increasing the participation of women in supporting GPs in the WASH service delivery
- Recommendations on the way forward to the Ministry of Panchayati Raj for planning training programs to capacitate PRIs.

5. METHODOLOGY

a. Scope:

A theoretical framework provided in the RFP document with key components of the TNA, that captures the overall areas of study the assessment may capture to provide and identify the gaps and requirements with respect to the capacities of the PRIs and other stakeholders.

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The theoretical framework provides an explanation to the core components this assessment will look into. The centre of the diagram depicts the household, institution, and community at three tiers of village, block, and district level where PRI carries out their roles in WASH and other service delivery. The next layer includes to assess the knowledge and awareness the PRI has in terms of provision of WASH and other services, their understanding of roles and responsibilities; about central and state schemes such as SBM-phase 2 or Jal Jeevan Mission; and finally their understanding about standard benchmark of services. The final level of assessment delves into their capacities to fulfil their role for WASH and other service delivery through technical, financial, human resource, implementation, managerial and planning & monitoring capacities. The gaps in their capacities will be useful for recommending the definite training requirement. However, the assessment also looks into the overall institutional setup of trainings of PRIs, which includes, training schedule, training content on different technical and capacity sessions, training infrastructure etc. Similarly, monitoring setup is also important to assess the status of the overall MIS structure and the engagement of PRIs in it at all levels. The diagram also includes some of the core roles and responsibilities that the assessment will hinge on, which includes, professionalisation of services, Operation and maintenance, community mobilisation and grievance redress. This study will adopt a qualitative methodology, to identify the training need gaps of the panchayat members at all three levels of the PRI system on basis of the theoretical framework above. All the components of the theoretical framework will be verified and assessed in this study. This will include all the capacity to ensure key deliverables under WASH services as well as elements of the Health, Education and Nutrition programmes by the panchayat members at village, block and district levels and identify their gaps in capacities. The study will have two phases, i) literature review and ii) primary data collection. This study will focus on qualitative methodology solely as this requires focussing on deeper enquiry on the various aspects of the training needs of different stakeholders. Quantitative survey will not serve the purpose in terms of detailed exploration of the study objectives.

b. Geographical coverage:

The geographical coverage of the study will include 6 states selected purposively out of 15 UNICEF supported states. Selection is done on basis of zonal divisions. This is to ensure that GPs operation on these services for a large range of states are included. The list of states for selection are:

Name of states for study: Uttar Pradesh, Madhya Pradesh, Telangana, Maharashtra, Jharkhand and Assam

Zones: North Central, South, West, East and Hill/ NE state

c. Research Questions:

The following key research questions to be addressed through this study. The research matrix below provides key research questions and the method of data collection

Research matrix and source of data

Key research question: What is the status of knowledge and awareness of the PRIs about government programmes on WASH and other (health, nutrition and education), including in the Covid context, examining source and range of funds available.

Source and method: Primary qualitative data collection through KIIs

Key research question: What is the status of knowledge and awareness about and roles and responsibilities of PRIs for WASH and other sectors (health, nutrition and education) related to service delivery and benchmarks at household, institutions and community (public places eg; market, shops, bus stands), including the Covid context?

Source and method: Primary qualitative data collection through KIIs

Key research question: What are the existing capacities the PRIs have in terms of technical, financial, human resource, managerial, planning and monitoring for delivery of WASH, health, nutrition and education services in village, block and district levels, including the Covid context?

Source and method: Literature review and Primary qualitative data collection through KIIs and FGDs

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Key research question: What are the exiting institutional setup for training of PRIs such as training schedule, modalities, content, infrastructure, budget for WASH and other services (health, nutrition and education); what are the instituional monitoring setup at national and state level such as MIS, core indicators etc.

Source and method: Literature review and Primary qualitative data collection through KIIs

Key research question: Are the training modules currently being used for PRIs eqwuity focussed in terms of gender/ PwDs/ Socially and economically disadvantage groups? What are the gaps identified?

Source and method: Primary qualitative data collection through KIIs and FGDs

Key research question: What are the exiting roles of women and enablers for women leadership and participation at all 3 levels for efficient WASH, health, nutrition and education service delivery in states?

Source and method: Primary qualitative data collection through KIIs and FGDs

More detailed research questions are provided in the annexure-1 to the RFP.

d. Study Design:

The study will adopt a qualitative methodology, to identify the training need gaps of the panchayat institutions that will include members, panchayat secretaries and implementation workers (permanent and adhoc) working with the panchayats. All the key deliverables for WASH and other services provided by the panchayat at the GP level will be considered and gaps in capacities to deliver identified. Similar exercise will also be done at block and district levels.

The first phase of study design will include a literature review to identify the key areas of gaps in information and required inputs. The literature review will include analysis of central and state guidelines and critical advisories (from all states), training content, schedule etc for PRI members. The literature review will also give us an idea of the assessments done so far, across sectors and geographies, conclusion reached, and actions taken, that will help inform the current assessment. This will not be a systematic review. Existing national and state level literature will be reviewed. The agency will also use unpublished documents, documents of relevant Ministries and state governments and other development agencies in the sector, etc for resources. In this phase the selected agency will review the theoretical framework and further refine it. The data collection tool for the qualitative survey will be developed along with the implementation/roll out plan of the second phase. In the first phase, few selective KIIs with officials from Ministry of Panchayat Raj, and other relevant Ministries and state government can also be introduced in order to understand the various documents available and the resolutions passed in last five years.

In the second phase, qualitative data collection process will be conducted through KIIs of the Panchayati members and FGDs/KIIs of selected household members. The FGDs will support in having a holistic understanding and cross checking the GP members response about WASH and other service delivery. Data will be collected through an open-ended questionnaire. Primarily telephone will be used as a medium of data collection, however, this might require some face-to-face visit at GP level. Depending upon government regulations regarding the Covid situation. In this phase it is also recommended to include field observation of the different service delivery by PRIs. This will further strengthen the evidence collected through KIIs and FGDs with the stakeholders. Agency will make final adjustments to the mode of primary data collection process in inception phase in discussion with UNICEF colleagues with appropriate COVID-19 safety protocols as per government and UNICEF internal guidance.

Some of the stakeholders for the KII and FGD includes Gram Pradhan/Sarpanch/Mukhiya Gram Panchayat members, Block and District Panchayat members, School headmaster/ teachers, AWC worker, Swachhagrahi, Water pump operator, Block development officer, JE/AE of RWS department related to the selected GP. 50% of the key informants should be women. For the FGDs household members from the GP will be selected.

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e. Sampling:

The qualitative assessment will primarily follow a sample size on basis of exhaustiveness. From each state 1 districts will be selected purposively. UNICEF will support with the selection of districts on the basis where UNICEF support exists in discussion with state colleagues and MOPR. The criteria for selection of districts may include looking at amongst others, the socio-economic development characteristics of the district; the status of the district with respect to the aspirational district list, the SC/ST population of the district.

Selection of GPs: From selected district, 2 GPs will be randomly selected, considering the PRIs engagement in community is homogenous from one GP to another within a block. Thus, a total of 12 GPs will be selected for qualitative data collection.

Estimated sample size for KIIs and FGDs for the primary data collection:

State level (total 6 states)
District level (total 6 districts)
GP level (total 12 GPs):
6 blocks (2 GPs from 1 block)

S.No. | Stakeholders in the study | Indicated number of interviews | Mode of data collection

- GP members including Pradhan (50% women participation is mandated) | 4 members (GP Sarpanch; Secretary; One Govt engaged WASH worker; One non- Govt. engaged in WASH/ worker - 4* 12 GPs = 48 | KIIs
 - 2a. Other functionaries | 1 block development officer, 1 HM/schoolteacher, 2 ASHA/ANM - 4*12 GPs = 48 | KIIs
 - 2b. Other functionaries | 1 MOIC of Health Centre, 1 Lady Health Visitor/Community Health Officer, 1 School Management Committee member, 1 PRI member at Block level, 1 PRI member at District level (5/District for 6 Districts=30) | KIIs
 3. Household members (50% women participation is mandated) | 5 household members* 12 GPs=60 | FGDs
- GRAND TOTAL = 186**

f. Analysis:

In the literature review the findings will include tables and charts to identify the existing status and gaps in the PRIs training modalities. It will be best presented through narratives and schematic diagrams to show the extent of effect on key themes from the conceptual framework.

The qualitative data collected through KIIs and FGDs will be transcribed and analysed using appropriate software and presented as narrative and key highlight points.

Key findings from the assessment will be used to formulate actionable recommendations to inform further training needs for the PRI.

g. Risk and limitations:

Some of the limitation of the study as follows,

KIIs and FGDs for the qualitative data collection can have several limitations, such as

- Unavailability of government functionaries for KII due to the growing pandemic and priorities of national and state government. The state and district officials will be selected through MOPR with timely scheduling interviews and follow up by the agency
- Change in leadership among the government offices, might lead to difficulty in engaging stakeholders for the interviews. MOPR will be consulted for such adverse situation and necessary mitigation will be done
- Absence of community participation due to difficulty in conducting face to face interviews in current pandemic. The telephonic interview and other platforms will be used to carry out data collection, the agency and resources at village level will be provided with detailed orientation before data collection. Similarly, FGDs through online platform might be another challenge. Agency will need to identify focal points in the GPs to ensure coordination and roll- out.

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h. Ethical consideration and confidentiality:

Ethical protocols will be laid down and followed throughout the course of this study, specifically in case the optional qualitative primary data collection exercise is to be undertaken. Ethical considerations will be included in the inception report and the guidance outlined in the UNICEF Procedure for Ethical Standards in Research, Evaluation and Data Collection and Analysis. Agency will be recommended to undertake the UNICEF Ethics in data collection course on Agora. Apart from this the project team (including all staff and freelancers) will maintain the integrity and confidentiality of the data collected. Informed oral consent will be taken from every participant, wherein the purpose of the assessment will be explained. Their willingness to participate will be asked and the interview will be conducted only if the respondent gives verbal consent for the same. The respondents will also be informed about the risks and benefits for participating in the assessment. It will also be clearly mentioned that they may decide anytime during the interview not to respond or discontinue the interview. Any questions related to implementation issues and gaps; the respondents can choose not to answer if not comfortable. However, the confidentiality and anonymisation will be reiterated to the respondents to mitigate their concern. All data used for secondary data analysis and primary qualitative data collection will be anonymised with no trace back to raw data source and will be following the data protection policy as per UNICEF ethical standards mentioned above.

6. REFERENCE FOR TOR

- I. A document on Training Needs Assessment (TNA) Methodologies for Elected Representatives and Functionaries of Panchayati Raj Institutions
https://www.in.undp.org/content/india/en/home/library/democratic_governance/TNA.html#:~:text=The%20report%20consolidates%20a%20range,capacity%20development%20in%20local%20governance.
- II. A TNA for PRIs was carried out in Bihar 2007-08
<https://pria.org/project-details-training-need-assessment-for-panchayati-raj-institutions-in-bihar-30-422-7>
- III. Training needs assessment of Gram Panchayat mukhiya regarding health and family welfare programmes in Bihar state 2018
<https://www.ijarnd.com/manuscript/training-needs-assessment-of-gram-panchayat-mukhiya-regarding-health-and-family-welfare-programmes-in-bihar-state/>

7. SCHEDULE OF TASKS & TIMELINE (5 MONTHS)

The study will be completed in an overall period of 5 months, with topline finding to be submitted on 4th month.

S.No. | Task | Deliverables | Anticipated Timeline

1. Introductory meeting | Commencement meeting with UNICEF and MOPR | 2 hours
2. Inception report development | Inception report (literature review, data collection tools and detail sampling) | 30 days (1st month)
3. Primary data collection | N/A | 60 days (3rd month)
4. Analysis and report writing | Draft Report | 20 days (4th month)
5. Release top line findings | Designed top line finding report | 10 days (4th month)
6. Analysis and report writing | Final Report | 30 days (5th month)

8. Deliverables

S.No. | Deliverables | Anticipated Timeline from start date of contract | Length of report

1. Inception Report (literature review, data collection tools and detail sampling) | 30 days (1st month) | 25 pages in single space and one sided (including Annexures)
2. Draft Report | 20 days (4th month) | One report of 80 pages in single space, excluding Annexures
3. Designed top line finding report | 10 days (4th month) | Designed 4 pager top line finding report and power point presentation of 50 slides
4. Final Report | 30 days (5th month) | One report of 80 pages in single space, excluding Annexures

9. DISSEMINATION PLAN

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The study findings and recommendation will be shared with MOPR with cross sectoral and line department dissemination.

10. DUTY STATION

Delhi

11. MANAGEMENT AND SUPERVISION

The overall management and supervision of the study will be done by WASH Specialist and WASH M&E focal point.

WASH M&E focal point will provide day to day technical support to agency on reviewing data collection tools, sampling methodology, supporting in provision of data from states and coordination with WASH state colleagues.

12. DURATION OF CONTRACT

23 September 2021 to 22 February 2022.

13. PAYMENT SCHEDULE

S. No. | Deliverable | Payment

1. Inception Report (literature review, data collection tools and detail sampling) | 20% i.e. INR 5,47,380.00
2. Draft Report | 30% i.e. INR 8,21,070.00
3. Designed top line finding report | 40% i.e. INR 10,94,760.00
4. Final Report | 10% i.e. INR 2,73,690.00

Total Contract Amount: INR 27,36,900.00; plus GST (if applicable).

NOTE: It's assumed that Senior Advisor to be deputed for this Contract will be from Delhi. Therefore, his/her local conveyance is budgeted. If s/he is not from Delhi, his/her actual travel cost to Delhi and return, accommodation and subsistence cost (actual) will be paid extra identical to rates quoted for Project Lead.

CONTRACTUAL PROVISIONS

THIS CONTRACT FOR SERVICES is made between:

THE UNITED NATIONS CHILDREN'S FUND ("UNICEF"), an international inter-governmental organisation established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York, 10017, U.S.A. and having an office at 73, Lodi Estate, New Delhi - 110003; and

IIHMR University (the "Contractor"), a corporation established and existing under the laws of INDIA and having its principal office at 1, Prabhu Dayal Marg, Near Sanganer Airport, Jaipur - 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

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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 its technical proposal and financial proposal dated 23rd August 2021, final revised technical and financial proposal dated 8th September 2021 submitted in response to the RFP for Training Needs Assessment (TNA) of the Panchayati Raj Institutions (PRIs) on WASH and other services in India, 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.

NOW THEREFORE, the Parties agree as follows:

1. Contract Documents

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.

Institutional/Corporate Contract			unicef 	
CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43332237		2300052564	New Delhi, India	
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME IIHMR University	CONTACT PERSON Dr. Pankaj Gupta	
CURRENCY INR	ADDRESS SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan, 302029 India E-MAIL saurabh@iihmr.edu.in		TELEPHONE NO. 1413924700	FAX NO.

2.2 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
73, Lodi Estate
New Delhi 110003
Attention: Ms Safia Robinson, Chief, Supply & Procurement
Telephone: 011-24606401
Email: srobinson@unicef.org

If to the Contractor:

IIHMR University
1, Prabhu Dayal Marg
Near Sanganer Airport
Jaipur, Rajasthan-302029
Attn: Prof. P.R. Sodani, President
Ph: 0141-3924700, 731, 732
Email: sodani@iihmr.edu.in; iihmr@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.

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

Institutional/Corporate Contract



CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43332237		2300052564	New Delhi, India
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CURRENCY INR	ADDRESS SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan, 302029 India E-MAIL saurabh@iihmr.edu.in		TELEPHONE NO. 1413924700 FAX NO.

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.
(Not applicable)

SPECIAL TERMS AND CONDITIONS

MARKINGS

PREQ: 38509219

INVOICING INSTRUCTIONS

Invoices must refer to the Contract the Contractor shall submit the original to the following address in case of Delhi office:

UNICEF - Delhi
WASH Section
73, Lodi Estate
New Delhi-110 003
Attn: Ms. Jessinda P. Mathew, Sr. Programme Associate
Ph: 24606401 Extn: 11492
Email: jmathew@unicef.org

GST:

- Suppliers, delivering notified goods / services to UNICEF shall charge GST as applicable in the tax invoice issued by them.
- The supplier must submit Tax Invoice indicating their GST Identification Number. UNICEF will not accept and pay GST against Retail Invoice
- GST component must be listed as a separate line item in the invoice
- GST and IGST invoices should be issued separately for Purchase Orders with multiple location of deliveries.
- The supplier must quote UNICEF Unique Identification Number (UIN) specific to each State or Delhi Office.
- The supplier must file their GST returns for sales to UNICEF with GST component, as UNICEF will be claiming GST refunds.
- Any liability arising on non-compliance of GST Act, 2017 by the Supplier will be borne and paid by Supplier and UNICEF will not bear any such liability.

Institutional/Corporate Contract			unicef 
CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
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AMENDMENT REASON

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

Institutional/Corporate Contract			unicef
CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43332237		2300052564	New Delhi, India
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME IIHMR University	CONTACT PERSON Dr. Pankaj Gupta
CURRENCY INR	ADDRESS SANGANER POLICE STATION AIRPORT CIRCLE Jaipur Rajasthan, 302029 India E-MAIL saurabh@iihmr.edu.in		TELEPHONE NO. 1413924700 FAX NO.

Contract valid from : 23.09.2021
 Contract valid to : 22.02.2022
 Payment currency : INR
 Payment terms : Within 30 days Due net
 Delivery terms :
 Total amount : 2,736,900.00

Provision of the following services

Training Needs Assessment (TNA) of the Panchayati Raj Institutions (PRIs) on WASH and other services in India

CONTRACT ACKNOWLEDGEMENT AND ACCEPTANCE

IMPORTANT

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

UNICEF CONTRACT TERMS AND CONDITIONS ACCEPTED

PREPARED BY SIGNATURE <u>Surjit Singh</u> DATE <u>21-09-2021</u> NAME AND TITLE: SURJIT SINGH, SENIOR PROCUREMENT ASSOCIATE	I acknowledge that I have read and accepted the contents and conditions stipulated in this contract SIGNATURE OF <u>[Signature]</u> CONTRACTOR <u>Prof. P.R. Sodan</u> DATE <u>22-09-2021</u> NAME AND TITLE: Prof. P.R. Sodan, President, IIHMR University
AUTHORIZED OFFICER SIGNATURE <u>[Signature]</u> Date <u>21-09-2021</u> NAME AND TITLE: ISOLENE REBELLO, PROCUREMENT SPECIALIST On behalf of the United Nations Children's Fund	

ANNEX A

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

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

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

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

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

"Contractor" means the contractor named in the Contract.

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

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

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

"Fee" is defined in Article 3.1.

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

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

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

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

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

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

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under the 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



Registrar

The IIHMR University

1, Prabhu Dayal Marg

Near Sangarner Airport, Gurugram-302029

Institutional/Corporate Contract



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)

Institutional/Corporate Contract



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 responsibility with regard to any of the events referred to in this Article 2.14.

3. Fee; Invoicing; Tax Exemption; Payment Terms

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

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

3.3 The Contractor authorizes UNICEF to deduct from the Contractor's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use in accordance with the exemption from tax in Article II, Section 7 of the Convention 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.

Registrar

The IIHMR University

1, Prabhu Dayal Marg

Near Sanganer Airport, Jaipur-302029

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ANNEX A

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

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 immediate effect.

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.

Registrar

The IIHMR University

1, Prabhu Dayal Marg

Near Sanganer Airport, Jaipur-302029

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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.