

United Nations Children's Fund  
Office for Tamil Nadu & Kerala  
37/15, Second Main Road,  
Kasturba Nagar, Adyar,  
Chennai - 600 020.

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Facsimile + 91 44 24410760  
chennai@unicef.org  
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SSFSA: 2017/04  
27 March 2017

Rev. Dr. M. Arockiasamy Xavier S. J.  
Principal  
Loyola College (Autonomus)  
Nungambakkam  
Chennai – 600 034, Tamil Nadu

**Re: Small Scale Funding Agreement with Loyola College, Chennai**

Dear Rev. Dr. Arockiasamy,

I am writing on behalf of the United Nations Children's Fund ("UNICEF") to confirm UNICEF's agreement to make available cash assistance **Procurator, Loyola College Society - 2500221517** or an amount not exceeding, **(Rupees twenty two lakhs thirty six thousand six hundred fifty eight only) [Rs. 22,36,658/-]** The Resources are to strengthen the Organization's capacity to implement the project on "Child Rights Resource project" detailed in the Terms of Reference attached to this letter agreement as Annex I. The Resources are governed by this letter agreement, the Terms of Reference attached as Annex I, and the General Conditions that are attached herewith (hereinafter "Small-Scale Funding Agreement" or "SSFA").

Transfer of Resources: UNICEF will transfer the amount of cash assistance as soon as possible after it receives a copy of this SSFA signed by both Parties. Organization understands that the amount of the cash assistance will not be increased by UNICEF under any circumstances, including in cases of currency fluctuations or price increase.<sup>1</sup> UNICEF will transfer the cash assistance to Organization by cheque or wire transfer to the following bank account:

A/C Name	: <b>Procurator, Loyola College Society</b>
Name of the Bank	: The Indian Overseas Bank / Chennai - Loyola College
Bank Address	: Loyola College Branch, Chennai - 600 034
Branch	: Loyola College Branch Branch
A/C No.	: 171201000010405
IFSC Code	: IOBA0001712
Routing No.	: Not applicable

UNICEF will transfer the funds in accordance with the following payment schedule:

	<u>Date payment is due:</u>	<u>Currency/Amount: INR</u>
1.	Apr-Jun 2017	784,553/-
2.	Jul-Sep 2017	768,803/-
3.	Oct-Dec 2017	683,302/-
	<b>TOTAL</b>	<b>2,236,658/-</b>

Organization understands that the amount of the funds will not be increased or otherwise adjusted by UNICEF under any circumstances, including in cases of currency fluctuations or price increase

UNICEF will transfer any supplies as outlined in the Terms of Reference. The IP will become owner of the supplies when it receives them. If UNICEF agrees to store the supplies for the IP or hold them on the IP's behalf, the IP will become owner of those supplies as agreed between UNICEF and the IP. Exceptionally, UNICEF may decide in writing that UNICEF shall remain the owner of the supplies transferred to the IP.

Implementation and Monitoring of the Activity: Organisation will implement the Activity in conformity with the terms of this SSFA, in particular, Organisation will: (a) undertake the Activity in accordance with the budget, schedule and other details set out in the Terms of Reference; (b) make any designated contribution listed in the Terms of Reference; (c) undertake the Activity with diligence and efficiency; (d) procure any goods or services using the Funding with due consideration to "best value for money" and in agreement with UNICEF; (e) exercise the highest standard of care when administering the Resources. UNICEF will monitor the implementation of the Activity, in accordance with UNICEF's standard procedures for monitoring and evaluating activities it funds. Organisation will provide full cooperation to UNICEF for such monitoring and evaluation, and will require to its employees and personnel to fully cooperate with UNICEF in connection with such monitoring and evaluation.

Managing the Resources: Organisation will maintain clear, accurate, complete and up-to-date books and records showing the funds received from UNICEF under this SSFA, as well as disbursements made by the Organisation, including any unspent balance. Organisation will cooperate with UNICEF with any review of the way the cash assistance was administered and spent and how supplies were stored and utilized, and will require its employees and personnel to fully cooperate with UNICEF with such a review.

Reports: Returning Unspent Balance: Organisation will provide UNICEF with reports, and frequency of such reporting will be done, in accordance with the requirements in the Terms of Reference. Organisation will return to UNICEF any unspent balance of the cash assistance at the expiration or early termination of this SSFA.

Other Matters. This SSFA becomes effective when UNICEF receives a copy duly signed by both parties. It will be valid from **01 April 2017 – 31 December 2017 (9 months)**. If the parties have disagreements about the project or the implementation of this SSFA, they will use their best efforts to settle those disagreements amicably. If a disagreement cannot be

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settled amicably it will be decided finally by the UNICEF Regional Director for South East Asia and the Organization will respect and implement that decision. UNICEF's privileges and immunities are not waived.

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

Very truly yours,

United Nations Children's Fund

By



Job Zachariah  
Chief  
UNICEF Office for Tamil Nadu and Kerala

AGREED ON BEHALF OF  
Procurator, Loyola College Society (ID#2500221517)



Name: Rev. Dr. M. Arocklasamy Xavier S. J.  
Principal, Loyola College, Chennai

Principal  
LOYOLA COLLEGE  
CHENNAI - 600 034

Date: 30.03.17

**ANNEX I**  
**TERMS OF REFERENCE**

**Purpose of the partnership**

***Brief description of the collaboration***

The Post Graduate and Research Department of Social Work is one of the oldest departments in the country to offer social work education for more than 5 decades and have created thousands of professional social workers who have been extending marvelous service to the disadvantaged sections of the society.

The department came into existence in 1957 and offered a diploma course in Social Science till 1963. In 1964 it became a full-fledged two-year Post-Graduate programme with the introduction of M.A Social Work, with three specializations, which branched into five. In 1994, the specialization titled "Welfare of the Marginalized" was the first of its kind in the country to be introduced. The latest addition is "Human Rights" in the academic year 2003-2004. To sum up the specializations are

- Community Development
- Human Resource Management
- Welfare of Disadvantaged Sections
- Medical and Psychiatric Social Work
- Human Rights

The department of social work has initiated number of child rights initiatives in the past. A research was published on Child Labour by Dr. Joseph Xavier, Former Principal, Loyola College. A Civil Society Network on Early Childhood Care and Development - TN FORCES (Tamilnadu Forum for Child Care Services) was functioning in the department before being handed over to FORYOUCCHILD, a NGO.

Over the years, Child fest was conducted every year to engage children and motivate them for sports and education. The department has conducted number of programs for children and NGOs on Child Rights and Equity.

With the growing need for harnessing the capacities of students and staff of the department in field of child right training, advocacy and research, the project will play a vital role.

The project will lead to the formation of a Child Rights Resource Centre that will become a center for Research, Training and Advocacy on Child rights working with the civil society organizations and advocating with the government. In working with the civil society organizations, the center will support them in developing their human and advocacy capacities. On the other hand it will work on policy advocacy and research with the government organizations in better implementation of child rights

**Objective of the Project**

- To be a catalyst for child rights protection and promotion by means of Training, Research and Advocacy from Grassroots to Governance with the formation of a strong think tank of academicians and activists
- To engage in continues training of implementing staff from government, non-government organizations and students for effective implementation of child rights legislations, policies, projects and schemes
- To take up research interventions for identifying the successes and lacunas in the implementation of child rights legislations, policies, projects and schemes
- To develop and publish multimedia advocacy tools on child rights issues such as Child Marriage, Nutrition, First 1000 days, Handwash with Soap, Child Protection etc to be used by government and non-government organization
- To organize local, national and international level conferences and workshops on Child Rights, Child Protection and Adolescent issues with the perspective of harnessing the ideas, models and concerns.

**Child Rights Intervention**



- Child Rights Training
- Advocacy Tools like Poster, Videos and Handbooks
- Research and Documentation
  - For NGOs, Students and Government Officials including Uniformed Services
  - On Legislations, Advocacy, Research and Project Implementation etc
  - In Coordination with UNICEF, International, National Level Organizations and Government bodies

#### **Structure**

The Principal will be chairperson of the project and the Head of the Department will be the head of project implementation. A Faculty member with the experience of working with children and child rights will be appointed as Coordinator who will have a dedicated team of project staff to implement the programs. When required, in discussion with UNICEF, the department will engage experts from outside for this role.

The Project will strategically guided by a Child Rights Think Tank Group, which will be a collective of academicians and practitioners with experience and expertise in Child Rights. This group will meet every 3 months and will decide on the course of action of the project.

The entire project is clustered into three themes – Research, Capacity Building and Advocacy and Social Mobilization. Each Cluster will be headed by a faculty member from the department with interest and expertise. The cluster coordinators will engage with the department faculty members based on the theme chosen while implementation of the project as guided by the think tank group

The Staff and Students of the department will be engaged at different levels based on the need of the upcoming projects and the interest and expertise.

#### **Proposed Initiatives**

##### **1. Think Tank on Child Rights**

A body of experts from academic and field background will be created to respond to the child rights situation in TamilNadu. The think tank will function as the advisory group that analyses, studies, researches on child rights policies, legislations and its implementation in the state. It will also be a policy advocacy group for child rights that works with the government and its mechanisms closely in bringing about a positive change for children. The team will meet once a quarter for regular review and on ad hoc basis to respond to new policies and legislations whenever appear from government and on issues that needs attention.

##### **2. Capacity Building on Child Rights Protection**

The center will organize capacity building programmes both within the academic stream for students and non-academic stream for NGOs, Government Officials and Other stake holders responsible for the implementation of child rights.

###### *a. Academic Stream*

The Post Graduate students from the Dept of Social Work of Loyola College and Other Discipline will be offered a certificate course separately on Child Rights which will be have theory and practical components to equip themselves to work for child rights in their career.

###### *b. Non Academic Stream*

The Field staff from the voluntary organizations will be encouraged to join the certificate course of child rights and child protection mechanisms. The courses will be organized during the weekends with a combination of theory and practical components.

###### *c. In Service Trainings*

The department will place itself as the capacity building and training organization for stake holders of Public and Private sectors. Different Government department staff and project staff will be offered in service training programmes tailor made to suit to the needs of the specific departments.



A handwritten signature in black ink, appearing to be 'S. R.', is located at the bottom left of the page.

The corporates and private foundations will be offered trainings and courses on implementing Child Rights in CSR and Business ethics.

**3. *Symposium on Adolescent Issues (On new legislations and programs on child protection and development)***

A National Conference to discuss on different child protection mechanisms and adolescent issues will be organised which will throw light on policy initiatives to be taken by the Govt of TamilNadu for the adolescents.

**4. *Research and Documentation on Child Rights Policies and Schemes***

The centre will engage in research and documentation of good practices on Child Rights Policies, Legislations and Schemes which will be a basis for policy advocacy and will support in creating a support base for the better implementation of child development programs.

**5. *Multimedia Advocacy Tools***

Posters, Videos and Radio jingles on different child rights, child protection and adolescent issues that can be used as awareness material by NGOs, Government Organizations and Students in their field based intervention.

**6. *Legislative Advocacy***

The centre will engage with political leaders, legislative, parliamentary and celebrities in advocating child rights policies, legislations and schemes.

**7. *Human Resources***

The project will be directed by the Head of the Department who will remain the convener of the centre at the department. A faculty of the department with expertise and experience of working with children will be deputed as the Program Coordinator. S/He will be responsible for the day to day functioning of the project and will guide the program and project team.

The entire project is clustered into three themes – Research, Capacity Building and Advocacy and Social Mobilization. The cluster coordinators will engage with the department faculty members based on the theme chosen while implementation of the project as guided by the think tank group

Two Assistant coordinators – one for programs and other for Research and Advocacy will be appointed to organize and coordinate the trainings, programs, meetings, researches and documentation.

The services of the existing assistant in the department and accountant in the college will be taken by paying part time salary.

The students of the department from the Ph. D, M. Phil and PG Programs will extend support as implementing team.

**Job Description of the Project Staff**

**Project Coordinator – Part Time**

- Implementation and monitoring of the project activities.
- Organise meetings, workshops, courses, research and project components with the help of the project team
- Coordinate the Think Tank Group members and keep them updated on the ongoing programmes.
- Prepare monthly / quarterly / annual reports as per the requirements of the funding agency with inputs from the Training and Research Coordinators
- Coordinate with the Government officials, Departments, NGOs, SCPCR and NCPCR.
- Documentation of the project activities.
- Report to the College/ Department at regular intervals and as and when required.



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- Attend the meeting, workshops and trainings of NGOs and government.
- Carry out any other roles assigned by the Centre Convenor and Think Tank Group
- Coordinate with the day to day function of the resource centre and the project staff.

#### **Research Coordinator**

- Coordinate with research team for the conduct of evidence based research related to child rights issues.
- Develop TOR for the research and coordinate the research activities.
- Coordinate with the Government and civil society members for research.
- Coordinate with the Government officials, Departments, SCPCR and NCPCR.
- Coordinate with the Social Work Research Organizations.
- Disseminate the research findings among the stakeholders and partners by sharing of knowledge and ideas.
- Conversion of research outcomes as policy documents.
- Report to the Project Coordinator at regular intervals and as and when required.
- Ensure the participation of children in all activities.
- Carry out any other roles assigned by Project Coordinator.

#### **Training Coordinator**

- Coordinate trainings, workshops and certificate courses in collaboration with Government, Non-Government and Academic Institutions.
- Collaborate with Government, Non-Government and Academic Institutions for developing modules, syllabus for the training programs
- Coordinate advocacy campaigns on child rights with the support of civil society and key stakeholders.
- Coordinate and actively lobby with the government policy makers in ensuring policy changes related to child rights.
- Coordinate with the research officer in dissemination of information related to child rights.
- Coordinate with the Government officials, Departments, SCPCR, NCPCR and media.
- Develop IEC materials for advocacy and lobby.
- Document the advocacy activities undertaken under the project.
- Report to the Project Coordinator at regular intervals and as and when required.
- Carry out any other roles assigned by the Project Coordinator.

#### **Expected results**

- A team of Experts on Child rights will be formed as think tank responding to the child protection and development issues in the state and country.
  - At least 3 Meetings conducted
  - 2 Press releases expressing the perspective on specific issues
- 3 capacity building programmes organized
  - At least 50 NGO representatives,
  - 30 Students and
  - 100 Government Staff
    - Trained on tailor made courses in enhancing the capacities for the role they are expected to play with children.
- 3 Certificate Courses
  - At least 100 students from academic and non-academic background will undergo 35 hours certificate course



- 3 Symposiums on child protection issues such foster care, adoption will be organized
  - At least 2 perspective papers will emerge as an outcome of the symposiums, which can be used for policy advocacy
- 3 mini researches on child rights and protection
  - Used for policy advocacy
- 3 Media advocacy tools on child rights and protection
  - To be used for advocacy on child rights through social media
- 3 Interactive meetings with policy makers on child rights issues to provide them with information on child rights and protection issues

**Specific Implementation Arrangements or Conditions**

NA

**Budget**

Name/description of activity	UNICEF cash contribution [INR]
Act 1 : Think Tank on Child Rights - Meetings	Rs. 57,500/-
Act 2 : Launch of Child Rights Resource Centre	Rs. 34,750/-
Act 3 : Capacity Building for Govt, NGO and Students on Child Rights	Rs. 805,000/-
Act 4 : Certificate Courses for Students and Practitioners	Rs. 155,100/-
Act 5 : Thematic Symposiums on impl. child rights legislations and policy	Rs. 91,800/-
Act 6 : Research on Child Rights - based on primary and secondary data	Rs. 450,000/-
Act 7 : Multimedia Advocacy Materials	Rs. 180,000/-
Act 8 : Legislative Advocacy - With MLAs and MPs	Rs. 14,000/-
Act 9 : Human Resources including rent, electricity	Rs. 448,508/-
<b>Total cash contribution [insert currency]</b>	<b>Rs. 22,36,658</b>

**Additional resources contributed by UNICEF**

Supplies	Units
NIL	

Other inputs

*Technical assistance from UNICEF will be provided by Mr G. Kumaresan, Child Protection Specialist*

**Contribution of the partner**

*Partner has agreed to provide staffing and technical assistant*

**Monitoring and Reporting**

FACE form	Activity reports and, FACE form and Voucher wise itemized Statement of Expenditures (SOEs) as per UNICEF formats
Performance reporting	During the project period, UNICEF would provide technical and monitoring support.
Other reporting, if applicable	Report on the Programme with list of participants



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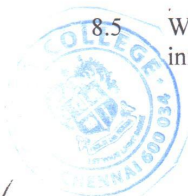
**GENERAL TERMS AND CONDITIONS  
FOR PROGRAMME COOPERATION AGREEMENTS**

- 1.0 LEGAL STATUS:** IP shall be considered as having the legal status of an independent contractor *vis-à-vis* UNICEF. IP's employees, personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.
- 2.0 IP'S RESPONSIBILITY FOR EMPLOYEES, PERSONNEL AND SUBCONTRACTORS:** IP shall be responsible for the professional and technical competence of its employees, personnel and subcontractors and will select, for work under this Agreement, reliable persons who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.
- 3.0 ASSIGNMENT:** IP shall not assign, transfer, pledge or make other disposition of this Agreement or any parts thereof, including any Programme Documents, or any of IP's rights, claims or obligations under this Agreement except with the prior written consent of UNICEF.
- 4.0 SUB-CONTRACTING:** IP may not use the services of sub-contractors unless permission is granted in advance by UNICEF in writing in any particular case. If UNICEF approves a particular sub-contracting of services, the IP shall ensure that IP's sub-contractors do not use further tiers of sub-contractors, including sub-subcontractors, unless UNICEF has given prior written permission in each particular case. The use by IP of sub-contractors, or of further tiers of sub-contractors in the event that UNICEF has given prior written permission in accordance with the preceding sentence, shall not relieve IP of any of its obligations under this Agreement. The terms of any sub-contract, sub-subcontract and so forth shall be subject to, conform to and give full effect to the provisions of this Agreement.
- 5.0 OFFICIALS NOT TO BENEFIT; RESTRICTION ON HIRING UNICEF PERSONNEL:**
- a. IP warrants that no official of UNICEF has received or will be offered by IP any direct or indirect benefit arising from this Agreement or the award thereof. IP agrees that breach of this provision is a breach of an essential term of this Agreement.
  - b. The IP represents and warrants that the following with regard to former UNICEF officials have been complied with and will be complied with:(i) during the one year period after an official has separated from UNICEF, the IP may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of the process leading to the IP's selection or the implementation of the Programme; and (ii) during the two year period after an official has separated from UNICEF, the former official may not communicate with UNICEF, or present to UNICEF, on behalf of the IP on any matters that were within such former official's responsibilities while at UNICEF.



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- 6.0 **INDEMNIFICATION:** IP shall indemnify, hold and save harmless, and defend, at its own expense, UNICEF, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of IP, or IP's employees, officers, agents or sub-contractors, in the performance of this Agreement and Programme Documents. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by IP, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.
- 7.0 **ENCUMBRANCES/LIENS:** IP shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office against any monies due or to become due for any work done, services rendered or materials, supplies or equipment furnished under this Agreement, or by reason of any other claim or demand against IP.
- 8.0 **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS; CONFIDENTIALITY:**
- 8.1 Except as is otherwise expressly provided in writing in the Agreement, UNICEF shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which IP has developed under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement, and IP acknowledges and agrees that such products, documents and other materials constitute works made for hire.
- 8.2 At the request of UNICEF, IP shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNICEF in compliance with the requirements of applicable law.
- 8.3 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by IP under this Agreement shall be the property of UNICEF, shall be made available for use or inspection by UNICEF at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNICEF authorized officials on completion of work under the Agreement.
- 8.4 The IP shall respect the confidentiality of all information that UNICEF advises the IP is confidential, and shall treat it no less confidentially than the most IP's most confidential information. When the IP is required to disclose UNICEF's confidential information by law, the IP shall give UNICEF sufficient prior notice of a request for the disclosure of information in order to allow UNICEF to have reasonable opportunities to take protective measures of such other actions as may be appropriate prior to any disclosure being made.
- 8.5 Where collection and use of data related to beneficiaries (meaning any personal information including identifying information such as the name, identification or



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

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

**10.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

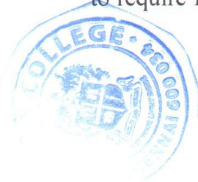
- 10.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, IP shall give notice and full particulars in writing to UNICEF, of such occurrence or change if IP is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. IP shall also notify UNICEF of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this Article, UNICEF shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to IP of a reasonable extension of time in which to perform its obligations under this Agreement.
- 10.2 If the IP is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Agreement, UNICEF shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article 11, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 10.3 *Force majeure* as used in this Article means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar force or nature, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party concerned.
- 10.4 The IP acknowledges and agrees that, with respect to any obligations under this Agreement that the IP must perform in or for any areas in which UNICEF is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or



relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure*.

## 11. TERMINATION:

- 11.1 Either Party may terminate this Agreement by giving thirty (30) calendar days' written notice to the other Party in each of the following situations:
- a. if it concludes that the other Party has breached its obligations under this Agreement or any Programme Document and has not remedied that breach after having been given not less than fourteen (14) calendar days' written notice to do so with effect from a date specified in such notice; and
  - b. if it concludes that the other Party cannot meet its obligations under this Agreement.
- 11.2 UNICEF may also suspend or terminate this Agreement forthwith in each of the following situations:
- a. if implementation of any Programme Document has not commenced within a reasonable time;
  - b. if it decides that IP or any of its employees or personnel has engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice (as such terms are defined in clause 13.3 b.);
  - c. should UNICEF's funding decrease, be curtailed or terminated; or
  - d. should IP be adjudged bankrupt, or be liquidated or become insolvent, or should IP make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of IP, in which case IP shall immediately inform UNICEF of the occurrence of any of the above events.
- 11.3 The Party receiving a notice of suspension or termination will immediately take all necessary steps to suspend or terminate (as the case may be) its activities in an orderly manner so that continued expenses are kept to a minimum.
- 11.4 Immediately upon sending or receiving a notice of termination UNICEF will cease disbursement of any funds under this Agreement and IP will not make any forward commitments, financial or otherwise, in connection with this Agreement.
- 11.5 On termination of this Agreement pursuant to this clause 11, IP will transfer either to UNICEF or in accordance with UNICEF's instructions the unexpended balance of the Cash Transfer held by IP and the unused supplies and equipment provided by UNICEF under this Agreement and any non-expendable property provided by UNICEF under this Agreement or purchased by the IP using funds provided by UNICEF under this Agreement.
- 11.6 If UNICEF exercises its right to terminate this Agreement, UNICEF will have the right to require IP to repay to UNICEF such amount of money, up to the total amount paid to



IP by UNICEF prior to the date of the notice of termination, as UNICEF shall determine. It is understood that expenditures incurred by the IP in compliance with this Agreement prior to the date of the notice of termination will not be required to be repaid. The payment owing by IP will be made promptly upon receipt of UNICEF's notice to pay.

- 11.7 If UNICEF exercises its right to terminate this Agreement and decides that the Programme Document is to be implemented by another organization, IP will promptly provide full cooperation to UNICEF and the other organization in the orderly transfer to the other organization of all unused supplies and equipment provided to IP by UNICEF and the provisions of paragraph 11.5 above will apply.
12. **EVALUATION:** The evaluation of the activities performed under this Agreement shall be subject to the provisions of the UNICEF Evaluation Policy as from time to time approved or amended by UNICEF's Executive Board.
13. **COMPLIANCE WITH UNICEF POLICIES:** The IP will be required to comply with the relevant provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption, available at [http://www.unicef.org/publicpartnerships/files/Policy\\_Prohibiting\\_and\\_Combatting\\_Fraud\\_and\\_Corruption.pdf](http://www.unicef.org/publicpartnerships/files/Policy_Prohibiting_and_Combatting_Fraud_and_Corruption.pdf) or such other URL as may be decided from time to time by UNICEF.
14. **ASSURANCE ACTIVITIES:**
  - 14.1 Audit:
    - a. At the request of and at such times as determined solely by UNICEF, IP will have its activities under this Agreement audited. Audits will be performed subject to such standards, scope, frequency and timing as decided by UNICEF (and may cover financial transactions and internal controls related to the activities implemented by IP).
    - b. Audits as provided under paragraph 1 of this Article shall be conducted by individual or corporate auditors to be designated by UNICEF, such as, for example, an audit or accounting firm. IP shall provide its full and timely cooperation with any audits. Such cooperation shall include, but shall not be limited to, IP's obligation to make available its personnel and any relevant documentation and records for such purposes at reasonable times and on reasonable conditions and to grant the auditors access to IP's premises and/or sites of programme implementation at reasonable times and on reasonable conditions in connection with such access to IP's personnel and relevant documentation and records. IP shall require its agents, including, but not limited to, IP's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any audits carried out hereunder.
    - c. In the event that the audit is conducted by auditors designated by UNICEF, UNICEF or the auditors will provide a copy of the final audit report to IP without delay.



14.2 Spot checks and programmatic visits:

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

14.3 Investigation:

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



- (iii) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (iv) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” means acts intended to materially impede the exercise of UNICEF’s contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNICEF investigation into allegations of fraud and corruption.

14.4 IP consents to the public disclosure by UNICEF of the audit reports referred to in article 14.1; the spot check and programmatic visit reports referred to in article 14.2; and the investigation reports referred to in article 14.3.

15. **ASSESSMENTS:** IP agrees that UNICEF may from time to time conduct assessments of IP, including IP’s capacity and internal control framework (“assessment”). UNICEF may conduct such assessments subject to such standards, scope, frequency and timing as decided by UNICEF with reasonable advance notice provided to the IP. IP shall provide its full and timely cooperation with any assessments. Such cooperation shall include, but shall not be limited to, IP’s obligation to make available its personnel and any relevant documentation and records at reasonable times and on reasonable conditions and to grant to UNICEF access to IP’s premises at reasonable times and on reasonable conditions. IP shall require its agents, including, but not limited to, IP’s attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any assessments carried out by UNICEF hereunder. It is understood that UNICEF may, at its sole discretion, contract for services of an individual or corporate person to conduct any assessment, or UNICEF may conduct the assessment with its own staff, employees and agents. IP consent to the public disclosure by UNICEF of the assessments referred to in this article 15.

16. **REFUNDS/OFFSETS:** UNICEF shall be entitled to a refund from IP or to make an offset against any amounts payable to IP: for any amounts paid by UNICEF or used by IP other than in accordance with the terms and conditions of this Agreement, including any amounts shown by audits, spot checks or investigations to have been so paid or used; for any amounts paid by UNICEF or used by IP as a result of IP or any of its employees or personnel having engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice (as such terms are defined in clause 13.3 b.); for any unspent amounts; for any amounts transferred by UNICEF to IP but not included or properly reflected in any financial report (using the FACE form) or supported by appropriate documentation and records; for any amounts paid by UNICEF in relation to an Ineligible Expenditure; or for any amounts otherwise subject to a refund in accordance with the terms of this Agreement. IP will make payment of such refund within promptly upon receiving from UNICEF a written request for such refund.

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17. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNICEF.
18. **OBSERVANCE OF THE LAW:** IP shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement.
19. **SEXUAL EXPLOITATION AND PROTECTION OF CHILDREN:** IP shall ensure that all its employees and personnel comply with the provisions of ST/SGB/2003/13 entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse", which is available at <http://www.un.org/Docs/journal/asp/ws.asp?m=ST/SGB/2003/13>. IP shall further ensure that none of its employees and personnel exposes any intended beneficiary, including children, to any form of discrimination, abuse or exploitation and that each of the IP's employees and personnel complies with the provisions of other UNICEF policies relating to protection of children as advised by UNICEF from time to time.
20. **AUTHORITY TO MODIFY:** No modification or change in this Agreement shall be valid and enforceable against UNICEF unless provided by a written amendment to this Agreement signed by a duly authorized officer of UNICEF and an Authorized Officer of IP.
21. **SUPPORT TO TERRORISM:** IP agrees to apply the highest reasonable standard of diligence to ensure that cash, supplies and equipment under its control, including but not limited to cash, supplies and equipment transferred by UNICEF to IP: (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred by the IP to any individual or entity on the UN Security Council Committee Consolidated List available at [http://www.un.org/sc/committees/consolidated\\_list.shtml](http://www.un.org/sc/committees/consolidated_list.shtml); and (c) are not used, in the case of money, for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.



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## Budget for Child Rights Resource Project 01 April 2017 to 31 December 2017

Sl	Programme	Description	Unit Cost	Units	Freq uency	Total Cost	1 Ap- 30 Jn 17	1 Jul-30 Sep'17	1 Oct-31 Dec'17
<b>1 Think Tank on Child Rights - Meetings</b>							<b>Q1</b>	<b>Q2</b>	<b>Q3</b>
1.1	Lunch and Snacks for participants and Resource Persons	15 members x 5 meetings in a year	200	15	5	15,000			
1.2	Local Travel for Think Tank Members	15 members x 5 meetings in a year	400	15	5	30,000			
1.3	Resource materials for discussion		100	15	5	7,500			
1.4	Meeting Stationery etc		500	1	5	2,500			
1.5	Preparatory Travel and Communication		500	1	5	2,500			
<b>Sub Total</b>						<b>57,500</b>	<b>23,000</b>	<b>23,000</b>	<b>11,500</b>
<b>2 Launch of Child Rights Resource Centre</b>									
2.1	Working Lunch and Refreshments	Lunch and Refreshment for Students, Guests and Officials of the College	150	200	1	30,000			
2.2	Mementos	for Think Tank Members and Guests	250	15	1	3,750			
2.3	Banners and other preparatory expenses		1000	1	1	1,000			
<b>Sub Total</b>						<b>34,750</b>	<b>34,750</b>		
<b>3 Capacity Building for Government, Non Government and Students on Child Rights - 2 NGO trainings, 1 Courses for Academic, 5 Government In Service Trainings - Based on the discussion with Think Tank and UNICEF x 2 days trainings</b>									
3.1	Training Hall Arrangements	Cleaning and Equipping with required mechanisms	500	2	8	8,000			
3.2	Food and Refreshments for Participants and Resource Team	Each training to cater to 40 Participants + 5 Resource Team x 2 days	250	90	8	180,000			
3.3	Resource Honorarium for Resource Persons	4 Resource Persons per training	2000	4	8	64,000			
3.4	Travel for Participants	Travel expenses to local and outstation Participants	400	40	8	128,000			
3.5	Accommodation for Outstation Participants	For Govt and NGO Trainings - 20 Outstation Participants	600	20	7	84,000			
3.6	Documentation	Photo and written documentation	2000	2	8	32,000			
3.7	Resource Kit for Participants	With resource materials and reading learning and activity materials	200	45	8	72,000			
3.8	Preparatory Travel and Communication	to meet government officials, NGOs and Communicate on the training programs	500	1	8	4,000			
3.9	Banners, Other Workshop stationery etc		1000	1	8	8,000			
3.1	Training Coordinator Salary	One Coordinator for coordinating all the Training Programs	25000	1	9	225,000			
<b>Sub Total</b>						<b>805,000</b>	<b>285,000</b>	<b>297,000</b>	<b>223,000</b>
<b>4 Certificate Courses for Students and Practitioners - 1 Social Work Students, 1 Non Social Work Students, 1 field practitioners - Each 35 participants</b>									
4.1	Resource Persons honorarium	35 hours of sessions break into 7 weekend class days - 2 resource persons per week	2000	14	3	84,000			
4.2	Resource Kit for Participants	With resource materials and reading learning and activity materials	300	35	3	31,500			
4.3	Food and Travel for Resource Persons and Organizers	On actuals - Resource Person and Organizers	400	28	3	33,600			
4.4	Preparatory Travel and Communication	For communicating on the courses with other departments, Colleges and NGOs	1000	1	3	3,000			
4.5	Class stationery and Photocopy of materials	Rs. 1000 per course	1000	1	3	3,000			
<b>Sub Total</b>						<b>155,100</b>	<b>51,700</b>	<b>51,700</b>	<b>51,700</b>
<b>5 Thematic Symposiums on implementing child rights legislations and policy</b>									
5.1	Conference Hall Arrangements	Cleaning and Equipping with required mechanisms	500	1	3	1,500			
5.2	Food and Refreshments for Participants and Resource person	45 Participants and 5 resource team members	250	50	3	37,500			
5.3	Resource Honorarium for Resource Persons	For Resource Persons and Panelists	2000	2	3	12,000			
5.4	Travel to Resource Persons		400	4	3	4,800			
5.5	Documentation	Photo and written documentation	2500	1	3	7,500			
5.6	Resource Kit for Participants	With materials for discussion	150	50	3	22,500			
5.7	Preparatory Travel and Communication	For sending invites / brochures and communication for symposium to departments, Colleges and NGOs and preparatory arrangements	1000	1	3	3,000			
5.8	Banners, Other Workshop stationery etc	Preparation of Banner and Purchase of Workshop stationery	1000	1	3	3,000			
<b>Sub Total</b>						<b>91,800</b>	<b>30,600</b>	<b>30,600</b>	<b>30,600</b>
<b>6 Research on Child Rights - based on primary and secondary data</b>									
6.1	Research on Child Rights - based on primary and secondary data	3 topics to be decided in discussion with the think tank group and UNICEF - Data Collection, Analysis, Honorarium to part time researchers, stationery	50000	3	1	150,000			
6.2	Research Validation and Consolidation of Conclusion and Suggestions	2 meetings per research - Cost of Travel, Lunch and Refreshment, Xerox and stationery	5000	3	2	30,000			
6.3	Research Publication	100 Printed copies of each research and online publication	150	3	100	45,000			
6.4	Research Coordinator	Full time coordinator to coordinate the research initiatives	25000	1	9	225,000			
<b>Sub Total</b>						<b>450,000</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>



Sl	Programme	Description	Unit Cost	Units	Freq uency	Total Cost	1 Ap - 30 Jn 17	1 Jul-30 Sep'17	1 Oct-31 Dec'17
<b>7 Multimedia Advocacy Materials</b>									
7.1	Multimedia Advocacy Materials - Video, Audio and Print Materials	3 Materials - Topic and type to decided in disussion with Think Tank Group and UNICEF	60000	3	1	180,000			
<b>Sub Total</b>						<b>180,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>
<b>8 Legislative Advocacy - With MLAs and MPs</b>									
8.1	Venue Arrangements (Cleaning and Equipping)	2 Meetings	500	1	2	1,000			
8.2	Lunch and Snacks for participants and Resource Persons	15 members x 2 meetings in a year	200	15	2	6,000			
8.3	Resource materials for discussion	Based on the topic chosen for discussion	100	15	2	3,000			
8.4	Travel and Communication Charges	to meet the MPs and MLAs for the advocacy meeting	1000	1	2	2,000			
8.5	Meeting stationery etc		1000	1	2	2,000			
<b>Sub Total</b>						<b>14,000</b>	<b>-</b>	<b>7,000</b>	<b>7,000</b>
<b>9 Human Resources</b>									
9.1	Honorarium to Project Coordinator - Part Time (Dept Staff)	Rs. 20000 x 9.5 Months	20000	1	9	180,000	60,000	60,000	60,000
9.2	Local Travel to Project staff	Local travel to Centre Convener, Project Coordinator, Training Coordinator and Research Coordinator	2500	4	9	90,000	30,000	30,000	30,000
9.3	Accountant - Part Time	Part Salary for Accountant	5000	1	9	45,000	15,000	15,000	15,000
9.4	Support Staff - Part Time	Office Assistant	3000	1	9	27,000	9,000	9,000	9,000
<b>Human Resource - Sub Total</b>						<b>342,000</b>	<b>114,000</b>	<b>114,000</b>	<b>114,000</b>
<b>10. Direct Programme Support</b>									
10.1	Rent, Electricity and other maintenance Charges	5% of total				106,508	35,503	35,503	35,503
<b>Direct Support - Sub Total</b>						<b>106,508</b>	<b>35,503</b>	<b>35,503</b>	<b>35,503</b>
<b>Total</b>						<b>2,236,658</b>	<b>784,553</b>	<b>768,503</b>	<b>683,302</b>

All expenditures are at actuals and based on original bills/vouchers



G. Kumaresan  
Child Protection Specialist, UNICEF Office for Tamil Nadu and Kerala

  
Principal  
LOYOLA COLLEGE  
CHENNAI - 600 034



Rev. Dr. M. Arockiasamy Xavier, S.J.  
Principal



**LOYOLA COLLEGE**

(AUTONOMOUS)  
NUNGAMBAKKAM, CHENNAI - 600 034  
TAMIL NADU, INDIA

Tel : +91-44-28178300

Fax : +91-44-28175566

Email: [loyolapincipal@gmail.com](mailto:loyolapincipal@gmail.com)

Web : [www.loyolacollege.edu](http://www.loyolacollege.edu)

Mr. Job Zachariah,  
Chief of Office  
UNICEF  
Chennai

13.02.2018

Dear Sir,

**Sub: Loyola KHEChP – Phase II – Submission of Signed SSFA – Regarding.**

We thank you for approving the proposal submitted by Loyola Knowledge Hub for Excellence in Child Protection.

We herewith enclose the signed copy of the Small Scale Funding Agreement (SSFA) and Faceform for the release of first instalment towards starting the scheduled programmes from 14<sup>th</sup> Feb 2018.

Thanking you

With Regards

A handwritten signature in blue ink, appearing to be "M. Arockiasamy Xavier, S.J."

Rev. Dr. M. Arockiasamy Xavier, S.J.  
Principal

**Principal**  
**LOYOLA COLLEGE**  
CHENNAI - 600 034



SSFSA: 2018/03

09 February 2018

Rev. Dr. M. Arockiasamy Xavier S. J.  
Principal  
Loyola College (Autonomus)  
Nungambakkam  
Chennai – 600 034, Tamil Nadu

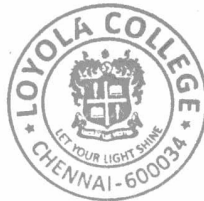
**Re: Small Scale Funding Agreement with Loyola College, Chennai**

Dear Rev. Dr. Arockiasamy,

I am writing on behalf of the United Nations Children's Fund ("UNICEF") to confirm UNICEF's agreement to make available cash assistance **Procurator, Loyola College Society - 2500221517** or an amount not exceeding, **(Rupees Twelve lakhs twenty five thousand six hundred fifty only) [Rs. 12,25,650/-]**. The Resources are to strengthen the Organization's capacity to implement the project on "Knowledge Hub for Excellence in Child Protection – Initiatives in Tamil Nadu" detailed in the Terms of Reference attached to this letter agreement as Annex I. The Resources are governed by this letter agreement, the Terms of Reference attached as Annex I, and the General Conditions that are attached herewith (hereinafter "Small-Scale Funding Agreement" or "SSFA").

Transfer of Resources: UNICEF will transfer the amount of cash assistance as soon as possible after it receives a copy of this SSFA signed by both Parties. Organization understands that the amount of the cash assistance will not be increased by UNICEF under any circumstances, including in cases of currency fluctuations or price increase.<sup>1</sup> UNICEF will transfer the cash assistance to Organization by cheque or wire transfer to the following bank account:

A/C Name : **Procurator, Loyola College Society**  
Name of the Bank : The Indian Overseas Bank / Chennai - Loyola College  
Bank Address : Loyola College Branch, Chennai - 600 034  
Branch : Loyola College Branch  
A/C No. : 171201000010405  
IFSC Code : IOBA0001712  
Routing No. : Not applicable



UNICEF will transfer the funds in accordance with the following payment schedule:

	<b>Date payment is due:</b>	<b>Currency/Amount: INR</b>
1.	February - April 2018	10,56,050/-
2.	May - July 2018	1,69,600/-
3.	August - October 2018	Nil
4.	November – December 2018	Nil
	<b>TOTAL</b>	<b>12,25,650/-</b>

Organization understands that the amount of the funds will not be increased or otherwise adjusted by UNICEF under any circumstances, including in cases of currency fluctuations or price increase

UNICEF will transfer any supplies as outlined in the Terms of Reference. The IP will become owner of the supplies when it receives them. If UNICEF agrees to store the supplies for the IP or hold them on the IP's behalf, the IP will become owner of those supplies as agreed between UNICEF and the IP. Exceptionally, UNICEF may decide in writing that UNICEF shall remain the owner of the supplies transferred to the IP.

Implementation and Monitoring of the Activity: Organisation will implement the Activity in conformity with the terms of this SSFA, in particular, Organisation will: (a) undertake the Activity in accordance with the budget, schedule and other details set out in the Terms of Reference; (b) make any designated contribution listed in the Terms of Reference; (c) undertake the Activity with diligence and efficiency; (d) procure any goods or services using the Funding with due consideration to "best value for money" and in agreement with UNICEF; (e) exercise the highest standard of care when administering the Resources. UNICEF will monitor the implementation of the Activity, in accordance with UNICEF's standard procedures for monitoring and evaluating activities it funds. Organisation will provide full cooperation to UNICEF for such monitoring and evaluation, and will require to its employees and personnel to fully cooperate with UNICEF in connection with such monitoring and evaluation.

Managing the Resources: Organisation will maintain clear, accurate, complete and up-to-date books and records showing the funds received from UNICEF under this SSFA, as well as disbursements made by the Organisation, including any unspent balance. Organisation will cooperate with UNICEF with any review of the way the cash assistance was administered and spent and how supplies were stored and utilized, and will require its employees and personnel to fully cooperate with UNICEF with such a review.

Reports; Returning Unspent Balance: Organisation will provide UNICEF with reports, and frequency of such reporting will be done, in accordance with the requirements in the Terms of Reference. Organisation will return to UNICEF any unspent balance of the cash assistance at the expiration or early termination of this SSFA.

Other Matters. This SSFA becomes effective when UNICEF receives a copy duly signed by both parties. It will be valid from **12 February 2018 – 31 December 2018 (11 months)**. If the parties have disagreements about the project or the implementation of this SSFA, they will use their best efforts to settle those disagreements amicably. If a disagreement cannot be

United Nations Children's Fund Office for Tamil Nadu and Kerala  
No.37/15, 2nd Main Road, Kasturbai Nagar, Adyar, Chennai 600 020.  
Telephone: (044) 4289 1111 | Facsimile: (044) 2441 0760 | Email: [chennai@unicef.org](mailto:chennai@unicef.org) | URL: [www.unicef.org](http://www.unicef.org)

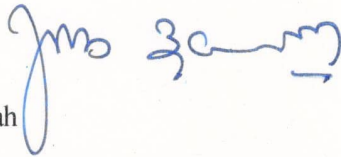
settled amicably it will be decided finally by the UNICEF Regional Director for South East Asia and the Organization will respect and implement that decision. UNICEF's privileges and immunities are not waived.

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

Very truly yours,

United Nations Children's Fund

By



Job Zachariah  
Chief  
UNICEF Office for Tamil Nadu and Kerala

AGREED ON BEHALF OF  
Procurator, Loyola College Society (ID#2500221517)



Name: Rev. Dr. M. Arockiasamy Xavier S. J.  
Principal, Loyola College, Chennai

Principal  
**LOYOLA COLLEGE**

Date: 13.02.18 Chennai - 600 034



## ANNEX I

### TERMS OF REFERENCE

#### **Purpose of the partnership**

##### ***Brief description of the collaboration***

The Loyola Knowledge Hub for Excellence in Child Protection (Loyola KHEChP) has successfully accomplished the objectives in the first phase and moving on to the second phase with more conviction in reaching out and strengthening the functioning of the child protection mechanisms.

##### **Background**

Loyola Knowledge Hub for Excellence in Child Protection (Loyola KHEChP) is an initiative of Department of Social Work, Loyola College and UNICEF. Loyola KHEChP was conceptualised to be centre for excellence in child protection issues and to be a knowledge hub for training, research and advocacy. Loyola KHEChP was launched on 24<sup>th</sup> April 2017, in the presence of Mr. Job Zachariah, Chief of Office, UNICEF office for TamilNadu and Kerala and Mr. Lalvena IAS, Commissioner, Department of Social Defence, Government of TamilNadu.

In less than a year, Loyola KHEChP has been strongly established as a knowledge hub in the state offering knowledge support to many government departments like

- TamilNadu Commission for Protection of Child Rights
- TamilNadu Police Department
- Department of Social Defence, TamilNadu
- District Child Protection Units

Further, Loyola KHEChP is also recognized by other international organizations such as Christian Children Fund of Canada (CCFC), World Vision India and Save the Children.

Thanks to the Child Protection Specialist, UNICEF Office for TamilNadu and Kerala for helping Loyola KHEChP in positioning itself strategically with the line departments of the government on child protection.

##### **Accomplishments in the last project period April to December 2017**

##### **South India Conference on JJ Act 2015 and POCSO Act 2012.**

Loyola KHEChP supported as Knowledge Partner to Department of Social Welfare for the South Zone Consultation organized in partnership with National Human Rights Commission in the TamilNadu Judicial Academy on 5<sup>th</sup> and 6<sup>th</sup> Sept 2017. The support includes documentation of the proceedings and submission of reports, volunteer support for travel coordination, reception and registration support. The full report was submitted to department.

##### **Child Friendly Police Initiative**

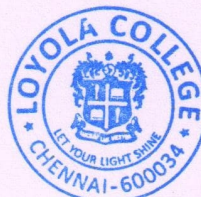
Followed by the success of project Udhayam in Salem city, the Child Friendly Police Initiative was launched across TamilNadu under the aegis of Juvenile Justice Committee of Madras High Court. The Initiative was coordinated by CBCID of TamilNadu Police with support of UNICEF and Knowledge Support of Loyola KHEChP. The inauguration was held on 27<sup>th</sup> December 2017 at the office of the DGP of TamilNadu. Hon'ble Justice Mr. Manikumar Justice Mr. Manikumar, Chairperson of Juvenile Justice Committee of Madras High Court in the presence of Justice Dr. Vimala and Justice Ramesh, Members, Juvenile Justice Committee of Madras High Court.

The schedule of the training, the contents of the workshop was fully designed based on the directions of Justice Manikumar, Chairperson, Juvenile Justice Committee of Madras High Court.

Dr. K. Jayanth Murali. IPS Additional Director General of Police, CBCID and Mr. P. Thamarai Kannan IPS, Inspector General of Police, CBCID personally overviewed the mock session of the training and made improvising to the module.

The first two batches covering 40 participants each were held during 28<sup>th</sup> and 29<sup>th</sup> December 2017 and the rest of the batches will be held in the present project period.

A training tool kit with a Folder, Notepad, Pen, A FAQ Book of CFPI and "Nilaavin Chittirangal" DVD is prepared to be circulated to the participants.





### **TamilNadu State Policy for Children 2017**

On the request from the Department of Social Defence Loyola KHEChP drafted the State Policy for Children with the inputs from the different sources including children consultation organized by Federation of Children Movements for Right to Participation (FCMRP) with the support of UNICEF.

### **District Level CP Convergence Meetings for TNCPCR**

Two district level child protection convergence meetings were held in Villupuram and Thiruvannamalai by TamilNadu Commission for Protection of Child Rights.

### **Certificate Courses on Child Rights**

Two certificate courses on Child Rights were conducted for Social Work students and Grass-root workers from the field. Certificate course for NGOs commenced on 30<sup>th</sup> June 2017 and 14 classes completed on 15 Sept 2017. Out of 35 members registered 25 members completed the course.

Certificate course on Child Rights for Social Work Students commenced with 42 students on 19<sup>th</sup> August 2017 and concluded on 25<sup>th</sup> October 2017.

On 15<sup>th</sup> Dec 2017, Certificates were distributed to students who have completed the course successfully. In the NGO staff batch 21 students completed successfully and in Social Work Students batch 28 students received the certificate.

### **Thematic Symposium on POSCO**

The Thematic Symposium on Protection of Children from Sexual Offenses Act 2012 reviewing in implementation and ground realities was held on 11<sup>th</sup> November 2017. High Court Judge, Chairperson of TamilNadu Commission for Protection of Child Rights, JJ Board Members, CWC Members, Public Prosecutors, Advocates, Juvenile Aid Police Unit Officials, Civil Society organizations and Child Rights Activists were part of the discussion.

### **Status Papers on Child Protection**

Four Status Papers have been completed during the project period

- a) Child Budget
- b) Training Needs Assessment for District Child Protection Units and Probation Officers in TamilNadu
- c) POCSO on Ground
- d) Non Institutional Care

### **Multimedia Advocacy Tool**

An animated movie on Safe and Unsafe Touch and the role of Child Welfare Police Officer named Nilavin Chittirangal was developed and released in collaboration with CBCID of TamilNadu Police.

### **Documentation of Child Protection Models**

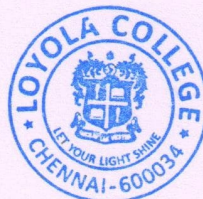
Four documents on the implementation of child protection through different methods have been documented during the project period.

- Adolescent Empowerment Programme implemented by UNICEF in Salem and Dharmapuri
- Sports for Development Programme implemented by UNICEF in Salem and Dharmapuri
- Child Friendly Police Initiative implemented by UNICEF in Salem and Dharmapuri, and
- Our Responsibility for Children, a project implement by Kerala Police in Kozhikode and Tiruvananthapuram with the support of UNICEF

### **Learning in Phase I**

The intervention over the last project period was filled with lots of learnings. In the short term because of the concerted effort and the support of Unicef much required convergence between stake holders was achieved.

For the first time in the state, may be in the country, four stake holders – The Judiciary, Police, Inter Governmental Agency (UNICEF) and academic institution (Loyola College) came together for initiating the Child Friendly Police Initiative.



Branding Loyola College as Knowledge Hub on Child Protection helped in getting required recognition during the state and regional level discussions on child protection.

Working with UNICEF also helped in understanding the child protection perspectives in a better light and in networking with the stake holders.

### **Objectives – Success, Challenges and Constraints**

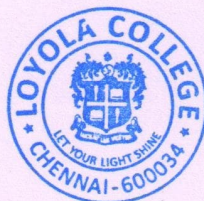
- To be a catalyst for child rights protection and promotion by means of Training, Research and Advocacy from Grassroots to Governance with the formation of a strong think tank of academicians and activists
  - Loyola KHEChP was positioned as a Training, Research and Advocacy group on Child Protection. Formation of Think Tank was deferred due to uncertainty over sustaining the model due to strategic change happening in UNICEF.
  - At the same time, a strong network was created between NGOs and academic institutions for sustained interventions
  
- To engage in continues training of implementing staff from government, non-government organizations and students for effective implementation of child rights legislations, policies, projects and schemes
  - Certificate courses for NGOs and Students helped in creating connect with the grassroots. More people are trained to meaningfully engage with child protection mechanisms
  - Sustaining the staff of NGOs to attend class every week end had been a constraint because of the hectic schedules in their parent organizations. The students were allowed to join the class late and the reading and learning materials along with Whatsapp updation about the class room discussion helped in sustaining.
  
- To take up research interventions for identifying the successes and lacunas in the implementation of child rights legislations, policies, projects and schemes
  - Four status papers have been created. Full-fledged research was not started due to short project period and the non-availability of data within the given time frame.
  
- To develop and publish multimedia advocacy tools on child rights issues such as Child Marriage, Nutrition, First 1000 days, Handwash with Soap, Child Protection etc to be used by government and non-government organization.
  - Only one advocacy tool on Safe and Unsafe Touch was developed. Sometimes waiting for too many approvals and heads leads to losing the track of the purpose of the production.
  - Decentralization and Trust on the ability of the implementing partner needs to be strengthened.

### **Phase II objective.**

- Sustaining the capacity building to child protection mechanisms
- Creating more learning tools for the human resources implementing child protection.
- Advocacy and Networking for effective functioning of child protection platforms
- To be a catalyst to ensure peer learning among different child protection systems.

### **Action Plan**

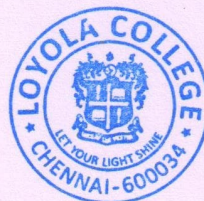
- Training Programs in 38 batches across TamilNadu to train 1556 Child Welfare Police Officers, 38 Special Juvenile Police Units and 38 Anti Human Traffic Cells, and 2 range Railway Police for TamilNadu Police under the aegis of Madras High Court.
- Initiate Online Courses on Child Protection on the behest of TamilNadu Police Department and Department of Social Defence, Government of TamilNadu.
- Developing Master Trainers among the CWPOs and SJPU's for consistent training and peer learning.
- On Site mentoring and handholding support for CWPOs and SJPU's.
- Supporting the Police department in real time monitoring of children related cases reported to the police stations



- Develop Child Protection Advocacy Tools to be used by different stake holders on child protection.

#### Schedule of Trainings

S. No	In Service Training Centre	Police Districts Covered	Stations	No of Training Batches	Dates
1	Chennai East	Chennai City	170	112 (3 Batches)	14, 15 and 17 February 2018
2		Chennai Railways	22		
3	Kancheepuram	Kancheepuram	44	79 (2 batches)	24 and 28 Feb 2018
4		Tiruvallur	35		
5	Ramanathapuram	Ramanathapuram	48	92 (2 batches)	1 and 3 March 2018
6		Sivagangai	44		
7	Thanjavur	Thanjavur	49	113 (3 batches)	7, 8 and 24 March 2018
8		Nagappattinam	33		
9		Thiruvarur	31		
10	Salem	Salem	38	149 (4 batches)	14, 15, 21 and 22 March 2018
11		Salem City	18		
12		Namakkal	29		
13		Dharmapuri	27		
14		Krishnagiri	37		
15	Coimbatore	Coimbatore	37	165 (4 batches)	28 - 31 March 2018
16		Coimbatore City	13		
17		Erode	40		
18		Nilgiris	38		
19		Tiruppur	28		
20		Tiruppur City	9		
21	Villupuram	Villupuram	56	108 (3 batch)	4, 5 and 7 April 2018
22		Cuddalore	52		
23	Madurai	Madurai City	25	201 (5 batches)	16 - 20 April 2018
24		Madurai Rural	44		
25		Virudhunagar	55		
26		Dindigul	42		
27		Theni	35		
28	Trichy	Trichy City	19	173 (4 batches)	23 - 26 April 2018
29		Trichy District	35		
30		Perambalur	10		
31		Karur	18		
32		Pudhukottai	43		
33		Ariyalur	18		
34		Trichy Railways	30		
35	Tirunelveli	Tirunelveli	69	177 (4 batches)	2 - 5 May 2018
36		Tirunelveli City	10		
37		Thoothukudi	59		
38		Kanyakumari	39		
39	Vellore	Vellore	61	107 (3 batches)	8 - 10 May 2018
40		Thiruvannamalai	46		



**Expected results**

- Around 1500 Child Welfare Police Officers along with all the city and district level SJPU's and Anti Human Trafficking Cell will be trained to handle the children in a more humane way and help in restoration of dignity to the children
- Two master trainers from CWPO's and SJPU's will be identified for continuous follow up of training who in turn will receive handholding support from the knowledge hub
- A tool kit with FAQ on Child Friendly Police Initiative which will be used by CWPO's during school and community outreach programmes.
- A monthly report with qualitative and quantitative inputs will be shared with UNICEF and CBCID on or before 5<sup>th</sup> every month

**Specific Implementation Arrangements or Conditions**

NA

**Budget**

Name/description of activity	UNICEF cash contribution [INR]
Act 1 : Food and Refreshments for Participants and Resource Team	Rs. 249,750/-
Act 2 : Lead Resource Person Honorarium	Rs. 74,000/-
Act 3 : Resource Kit	Rs. 416,250/-
Act 4 : Resource Honorarium for Co facilitators	Rs. 148,000/-
Act 5 : Travel and Accommodation to Resource Team	Rs. 277,500/-
Act 6 : Organizing Travel Expenses	Rs. 7,400/-
Act 7 : Documentation	Rs. 27,750/-
Act 8 : Rent, Electricity and other maintenance Charges	Rs. 25,000/-
<b>Total cash contribution [insert currency]</b>	<b>Rs. 12,25,650</b>

**Additional resources contributed by UNICEF**

Supplies	Units
NIL	

Other inputs

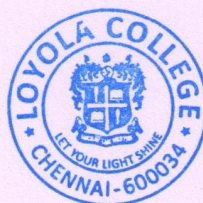
*Technical assistance from UNICEF will be provided by Mr G. Kumaresan, Child Protection Specialist*

**Contribution of the partner**

*Partner has agreed to provide staffing and technical assistant*

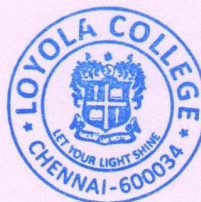
**Monitoring and Reporting**

FACE form	Activity reports and, FACE form and Voucher wise itemized Statement of Expenditures (SOEs) as per UNICEF formats
Performance reporting	During the project period, UNICEF would provide technical and monitoring support.
Other reporting, if applicable	Report on the Programme with list of participants

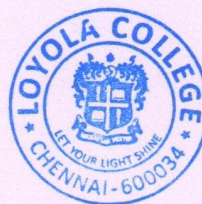


## **GENERAL TERMS AND CONDITIONS FOR PROGRAMME COOPERATION AGREEMENTS**

- 1.0 LEGAL STATUS:** IP shall be considered as having the legal status of an independent contractor *vis-à-vis* UNICEF. IP's employees, personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.
- 2.0 IP'S RESPONSIBILITY FOR EMPLOYEES, PERSONNEL AND SUBCONTRACTORS:** IP shall be responsible for the professional and technical competence of its employees, personnel and subcontractors and will select, for work under this Agreement, reliable persons who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.
- 3.0 ASSIGNMENT:** IP shall not assign, transfer, pledge or make other disposition of this Agreement or any parts thereof, including any Programme Documents, or any of IP's rights, claims or obligations under this Agreement except with the prior written consent of UNICEF.
- 4.0 SUB-CONTRACTING:** IP may not use the services of sub-contractors unless permission is granted in advance by UNICEF in writing in any particular case. If UNICEF approves a particular sub-contracting of services, the IP shall ensure that IP's sub-contractors do not use further tiers of sub-contractors, including sub-subcontractors, unless UNICEF has given prior written permission in each particular case. The use by IP of sub-contractors, or of further tiers of sub-contractors in the event that UNICEF has given prior written permission in accordance with the preceding sentence, shall not relieve IP of any of its obligations under this Agreement. The terms of any sub-contract, sub-subcontract and so forth shall be subject to, conform to and give full effect to the provisions of this Agreement.
- 5.0 OFFICIALS NOT TO BENEFIT; RESTRICTION ON HIRING UNICEF PERSONNEL:**
- a. IP warrants that no official of UNICEF has received or will be offered by IP any direct or indirect benefit arising from this Agreement or the award thereof. IP agrees that breach of this provision is a breach of an essential term of this Agreement.
  - b. The IP represents and warrants that the following with regard to former UNICEF officials have been complied with and will be complied with:(i) during the one year period after an official has separated from UNICEF, the IP may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of the process leading to the IP's selection or the implementation of the Programme; and (ii) during the two year period after an official has separated from UNICEF, the former official may not communicate with UNICEF, or present to UNICEF, on behalf of the IP on any matters that were within such former official's responsibilities while at UNICEF.



- 6.0 INDEMNIFICATION:** IP shall indemnify, hold and save harmless, and defend, at its own expense, UNICEF, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of IP, or IP's employees, officers, agents or sub-contractors, in the performance of this Agreement and Programme Documents. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by IP, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.
- 7.0 ENCUMBRANCES/LIENS:** IP shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office against any monies due or to become due for any work done, services rendered or materials, supplies or equipment furnished under this Agreement, or by reason of any other claim or demand against IP.
- 8.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS; CONFIDENTIALITY:**
- 8.1 Except as is otherwise expressly provided in writing in the Agreement, UNICEF shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which IP has developed under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement, and IP acknowledges and agrees that such products, documents and other materials constitute works made for hire.
- 8.2 At the request of UNICEF, IP shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNICEF in compliance with the requirements of applicable law.
- 8.3 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by IP under this Agreement shall be the property of UNICEF, shall be made available for use or inspection by UNICEF at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNICEF authorized officials on completion of work under the Agreement.
- 8.4 The IP shall respect the confidentiality of all information that UNICEF advises the IP is confidential, and shall treat it no less confidentially than the most IP's most confidential information. When the IP is required to disclose UNICEF's confidential information by law, the IP shall give UNICEF sufficient prior notice of a request for the disclosure of information in order to allow UNICEF to have reasonable opportunities to take protective measures of such other actions as may be appropriate prior to any disclosure being made.
- 8.5 Where collection and use of data related to beneficiaries (meaning any personal information including identifying information such as the name, identification or passport number, mobile telephone number, email address, cash transaction details) is

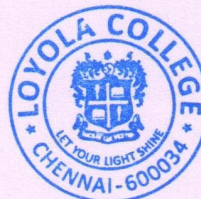


part of the responsibilities of the IP under this Agreement, such information shall be deemed to be UNICEF's confidential information and shall be governed by the UNICEF Disclosure of Information policy, a copy of which is available at [http://www.unicef.org/about/legal\\_disclosure.html](http://www.unicef.org/about/legal_disclosure.html). The IP shall only use such data in order to implement the Programme Document. The IP shall promptly notify UNICEF of any actual or suspected or threatened incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to such data.

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

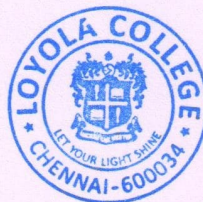
#### 10.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 10.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, IP shall give notice and full particulars in writing to UNICEF, of such occurrence or change if IP is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. IP shall also notify UNICEF of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this Article, UNICEF shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to IP of a reasonable extension of time in which to perform its obligations under this Agreement.
- 10.2 If the IP is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Agreement, UNICEF shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article 11, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 10.3 *Force majeure* as used in this Article means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar force or nature, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party concerned.
- 10.4 The IP acknowledges and agrees that, with respect to any obligations under this Agreement that the IP must perform in or for any areas in which UNICEF is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure*.



## 11. TERMINATION:

- 11.1 Either Party may terminate this Agreement by giving thirty (30) calendar days' written notice to the other Party in each of the following situations:
- a. if it concludes that the other Party has breached its obligations under this Agreement or any Programme Document and has not remedied that breach after having been given not less than fourteen (14) calendar days' written notice to do so with effect from a date specified in such notice; and
  - b. if it concludes that the other Party cannot meet its obligations under this Agreement.
- 11.2 UNICEF may also suspend or terminate this Agreement forthwith in each of the following situations:
- a. if implementation of any Programme Document has not commenced within a reasonable time;
  - b. if it decides that IP or any of its employees or personnel has engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice (as such terms are defined in clause 13.3 b.);
  - c. should UNICEF's funding decrease, be curtailed or terminated; or
  - d. should IP be adjudged bankrupt, or be liquidated or become insolvent, or should IP make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of IP, in which case IP shall immediately inform UNICEF of the occurrence of any of the above events.
- 11.3 The Party receiving a notice of suspension or termination will immediately take all necessary steps to suspend or terminate (as the case may be) its activities in an orderly manner so that continued expenses are kept to a minimum.
- 11.4 Immediately upon sending or receiving a notice of termination UNICEF will cease disbursement of any funds under this Agreement and IP will not make any forward commitments, financial or otherwise, in connection with this Agreement.
- 11.5 On termination of this Agreement pursuant to this clause 11, IP will transfer either to UNICEF or in accordance with UNICEF's instructions the unexpended balance of the Cash Transfer held by IP and the unused supplies and equipment provided by UNICEF under this Agreement and any non-expendable property provided by UNICEF under this Agreement or purchased by the IP using funds provided by UNICEF under this Agreement.
- 11.6 If UNICEF exercises its right to terminate this Agreement, UNICEF will have the right to require IP to repay to UNICEF such amount of money, up to the total amount paid to IP by UNICEF prior to the date of the notice of termination, as UNICEF shall determine. It is understood that expenditures incurred by the IP in compliance with this Agreement prior to the date of the notice of termination will not be required to be repaid. The payment owing by IP will be made promptly upon receipt of UNICEF's notice to pay.





11.7 If UNICEF exercises its right to terminate this Agreement and decides that the Programme Document is to be implemented by another organization, IP will promptly provide full cooperation to UNICEF and the other organization in the orderly transfer to the other organization of all unused supplies and equipment provided to IP by UNICEF and the provisions of paragraph 11.5 above will apply.

12. **EVALUATION:** The evaluation of the activities performed under this Agreement shall be subject to the provisions of the UNICEF Evaluation Policy as from time to time approved or amended by UNICEF's Executive Board.

13. **COMPLIANCE WITH UNICEF POLICIES:** The IP will be required to comply with the relevant provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption, available at [http://www.unicef.org/publicpartnerships/files/Policy\\_Prohibiting\\_and\\_Combatting\\_Fraud\\_and\\_Corruption.pdf](http://www.unicef.org/publicpartnerships/files/Policy_Prohibiting_and_Combatting_Fraud_and_Corruption.pdf) or such other URL as may be decided from time to time by UNICEF.

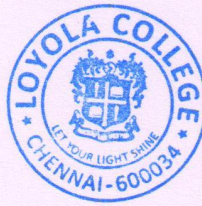
14. **ASSURANCE ACTIVITIES:**

14.1 Audit:

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

14.2 Spot checks and programmatic visits:

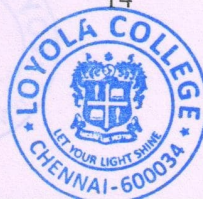
IP agrees that, from time to time, UNICEF may conduct on site reviews ("spot checks" and programmatic visits), subject to such standards, scope, frequency and timing as



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

#### 14.3 Investigation:

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



- (iv) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” means acts intended to materially impede the exercise of UNICEF’s contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNICEF investigation into allegations of fraud and corruption.

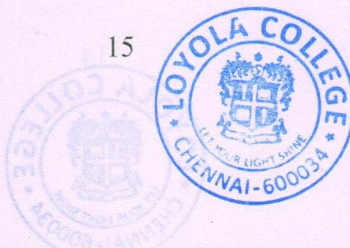
14.4 IP consents to the public disclosure by UNICEF of the audit reports referred to in article 14.1; the spot check and programmatic visit reports referred to in article 14.2; and the investigation reports referred to in article 14.3.

15. **ASSESSMENTS:** IP agrees that UNICEF may from time to time conduct assessments of IP, including IP’s capacity and internal control framework (“assessment”). UNICEF may conduct such assessments subject to such standards, scope, frequency and timing as decided by UNICEF with reasonable advance notice provided to the IP. IP shall provide its full and timely cooperation with any assessments. Such cooperation shall include, but shall not be limited to, IP’s obligation to make available its personnel and any relevant documentation and records at reasonable times and on reasonable conditions and to grant to UNICEF access to IP’s premises at reasonable times and on reasonable conditions. IP shall require its agents, including, but not limited to, IP’s attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any assessments carried out by UNICEF hereunder. It is understood that UNICEF may, at its sole discretion, contract for services of an individual or corporate person to conduct any assessment, or UNICEF may conduct the assessment with its own staff, employees and agents. IP consent to the public disclosure by UNICEF of the assessments referred to in this article 15.

16. **REFUNDS/OFFSETS:** UNICEF shall be entitled to a refund from IP or to make an offset against any amounts payable to IP: for any amounts paid by UNICEF or used by IP other than in accordance with the terms and conditions of this Agreement, including any amounts shown by audits, spot checks or investigations to have been so paid or used; for any amounts paid by UNICEF or used by IP as a result of IP or any of its employees or personnel having engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice (as such terms are defined in clause 13.3 b.); for any unspent amounts; for any amounts transferred by UNICEF to IP but not included or properly reflected in any financial report (using the FACE form) or supported by appropriate documentation and records; for any amounts paid by UNICEF in relation to an Ineligible Expenditure; or for any amounts otherwise subject to a refund in accordance with the terms of this Agreement. IP will make payment of such refund within promptly upon receiving from UNICEF a written request for such refund.

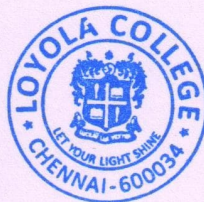
17. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNICEF.

18. **OBSERVANCE OF THE LAW:** IP shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement.



19. **SEXUAL EXPLOITATION AND PROTECTION OF CHILDREN:** IP shall ensure that all its employees and personnel comply with the provisions of ST/SGB/2003/13 entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse", which is available at <http://www.un.org/Docs/journal/asp/ws.asp?m=ST/SGB/2003/13>. IP shall further ensure that none of its employees and personnel exposes any intended beneficiary, including children, to any form of discrimination, abuse or exploitation and that each of the IP's employees and personnel complies with the provisions of other UNICEF policies relating to protection of children as advised by UNICEF from time to time.
20. **AUTHORITY TO MODIFY:** No modification or change in this Agreement shall be valid and enforceable against UNICEF unless provided by a written amendment to this Agreement signed by a duly authorized officer of UNICEF and an Authorized Officer of IP.
21. **SUPPORT TO TERRORISM:** IP agrees to apply the highest reasonable standard of diligence to ensure that cash, supplies and equipment under its control, including but not limited to cash, supplies and equipment transferred by UNICEF to IP: (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred by the IP to any individual or entity on the UN Security Council Committee Consolidated List available at [http://www.un.org/sc/committees/consolidated\\_list.shtml](http://www.un.org/sc/committees/consolidated_list.shtml); and (c) are not used, in the case of money, for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

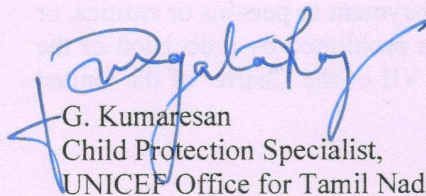
Principal  
LOYOLA COLLEGE  
CHENNAI - 600 034

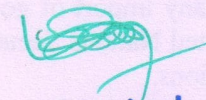


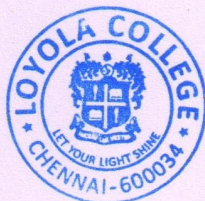
**Budget for Loyola Knowledge Hub for Excellence in Child Protection – Initiatives in Tamil Nadu  
12 February 2018 to 31 December 2018**

Sl	Programme	Description	Unit Cost	Units	Frequ ency	Total Cost	Q1	Q2
							Feb - April	May - July
<b>1. Capacity Building - Child Friendly Police Initiative</b>								
1.1	Food and Refreshments for Participants and Resource Team	Each training to cater to 40 Participants + 3 Resource Team + 5 Police Organizing Team = 48 per training	150	45	37	249,750	195,750	54,000
1.2	Lead Resource Person Honorarium	One Lead Trainer for each training	2000	1	37	74,000	58,000	16,000
1.3	Resource Kit		250	45	37	416,250	416,250	-
1.4	Resource Honorarium for Co facilitators	2 Facilitators per training	2000	2	37	148,000	116,000	32,000
1.5	Travel and Accomodation to Resource Team	Travel expenes and Accomodation to Resource Team	2500	3	37	277,500	217,500	60,000
1.6	Organizing Travel Expenses		200	1	37	7,400	5,800	1,600
1.7	Documentation		750	1	37	27,750	21,750	6,000
	<b>Sub Total</b>					<b>1,200,650</b>	<b>1,031,050</b>	<b>169,600</b>
<b>2. Direct Programme Support</b>								
2.1	Rent, Electricity and other maintenance Charges					25,000		
	<b>Direct Support - Sub Total</b>					<b>25,000.00</b>	<b>25,000.00</b>	<b>-</b>
		<b>Total</b>				<b>1,225,650</b>	<b>1,056,050</b>	<b>169,600</b>

All expenditures are at actuals and based on original bills/vouchers

  
G. Kumaresan  
Child Protection Specialist,  
UNICEF Office for Tamil Nadu and Kerala

  
**Principal**  
**LOYOLA COLLEGE**  
CHENNAI - 600 034



SSFA: 2019/02

16 January 2019

Dr F Andrew S.J.  
Principal  
Loyola College  
Chennai

**Sub: Support to Loyola College Hub for Excellence in Child Protection**

Dear Dr Andrew,

1. I am writing on behalf of the United Nations Children's Fund ("UNICEF") to confirm UNICEF's agreement to make available cash assistance to **Secretary Cum Treasurer Loyola College (vendor no. 2500221517)** for an amount not exceeding **Rs. 21,13,788** (Rupees twenty one lakhs thirteen thousand seven hundred and eighty eight only) and supplies as outlined in the Terms of Reference (the "Resources"). The Resources are to strengthen the Organisation's capacity to implement the activity ("**Loyola Knowledge Hub for Excellence in Child Protection**") detailed in the Terms of Reference attached to this letter agreement as Annex I. The Resources are governed by this letter agreement, the Terms of Reference attached as Annex I, and the General Conditions that are attached herewith. (hereinafter "Small Scale Funding Agreement" or "SSFA")

2. **Transfer of Resources.** UNICEF will transfer the amount of the cash assistances as soon as possible after it receives a copy of this SSFA signed by both Parties and the FACE form per terms agrees in the Terms of Reference. The Implementing Partner understands that the amount of the cash assistance will not be increased by UNICEF under any circumstances, including in cases of currency fluctuations or price increase. UNICEF will transfer the cash assistance to Organization by cheque or wire transfer to the following bank account:

A/c Holder Name : Secretary Cum Treasurer Loyola College Society  
Name of the Bank : The Indian Overseas Bank / Chennai  
Bank Address : Loyola College Branch, Chennai - 600 034  
Branch : Loyola College Branch  
A/C No. : 171201000010405  
IFSC Code : IOBA0001712  
Routing No. : Not applicable

3. Subject to availability, UNICEF will transfer any supplies as outlined in the Terms of Reference. The Implementing Partner will become owner of the supplies when it receives them. If UNICEF agrees to store the supplies for the Implementing Partner or hold them on the Partner's behalf, the Implementing Partner will become owner of those supplies as agrees between UNICEF and the Implementing Partner. Exceptionally, UNICEF may decide in writing that UNICEF shall remain the owner of the supplies transferred to the Implementing Partner.

4. Implementation and Monitoring of the Activity. Implementing Partner will implement the Activity in conformity with the terms of this SSFA, in particular, Implementing Partner will (a) undertake the Activity in accordance with the budget, schedule and other details set out in the Terms of Reference; (b) make any designated contribution listed in the Terms of Reference; (c) undertake the Activity with diligence and efficiency; (d) procure any goods or services using the Funding with due consideration to "best value for money" and in agreement with UNICEF; (e) exercise the highest standard of care when administering the Resources. UNICEF will monitor the implementation of the Activity, in accordance with UNICEF's standard procedures for monitoring and evaluating activities it funds. Implementing Partner will provide full cooperation to UNICEF for such monitoring and evaluation, and will require to its employees and personnel to fully cooperate with UNICEF in connection with such monitoring and evaluation.

5. Managing the Resources. Implementing Partner will maintain clear, accurate, complete and up-to-date books and records showing the funds received from UNICEF under this SSFA, as well as disbursements made by the Implementing Partner, including any unspent balance. Implementing Partner will cooperate with UNICEF with any review of the way cash assistance was administered and spent and how supplies were stored and utilized, and will required its employees and personnel to fully cooperate with UNICEF with such a review.


6. Reports; Returning Unspent Balance. Implementing Partner will provide UNICEF with reports, and frequency of such reporting will be done, in accordance with the requirements in the Terms of Reference. Implementing Partner will return to UNICEF any unspent balance of the cash assistance at the expiration or early termination of this SSFA.

7. Other Matters. This SSFA becomes effective when UNICEF receives a copy duly signed by both Parties. It will be valid until the end date detailed in Annex I. If the Parties have disagreements about the project or the implementation of this SSFA, they will use their best efforts to settle those disagreements amicably. If a disagreement cannot be settles amicably it will be decided finally by the UNICEF respective Regional Director and the Organisation will respect and implement that decision. UNICEF's privileges and immunities are not waived.

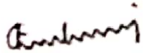
8. Please confirm your agreement with the foregoing, on behalf of Organisation, by signing, dating, and returning to us the enclosed copy of this Letter Agreement.

Very truly yours,

United Nations Children's Fund

  
Job Zachariah  
Chief  
UNICEF Office for Tamil Nadu and Kerala

AGREED ON BEHALF OF  
Loyola College, Chennai (ID#2500221517)

  
Name: Dr F Andrew S.J.  
Principal, Loyola College, Chennai

Principal  
**LOYOLA COLLEGE**  
CHENNAI - 600 034

Date:

SSFA Reference: SSFA/2019/02



‘ANNEX-1  
TERMS OF REFERENCE

**Start date:** 18.01.2019

**End date:** 31.12.2019

**SSFA Reference: SSFA NO: CHE/2019/02**

**Title and purpose of the partnership:**

Loyola Knowledge Hub for Excellence in Child Protection

***Title of the collaboration:***

***Brief description of the collaboration:***

The following activities are proposed based on the outcomes of previous interventions and interactions with the child protection mechanisms in the state.

**1. Skill Enhancement and Attitude setting for CWPOs and Strengthening of SJPU's training, refresher course and visits.**

**Issue**

The Police are the first point of contact for children in conflict with law and play a major role in ensuring safety for children in need of care and protection. Due to existing priorities at the station level, children related issues are not given importance and they lack skills to handle children effectively. The role of SJPU is still not clear with the department hence the SJPU is either not constituted or non-functional.

**Objective**

- To sensitize the SJPU on the roles and functions
- To enhance and refresh the child friendly skills of CWPOs

**Activities and Outcome**

- Two day capacity building programme for Child Welfare Police Officers and Child Protection Officers at Kerala Police Academy in 20 batches
  - o To fix in place a child friendly police unit in each police station across Kerala that is sensible to children and their needs
  - o Every case of POCSO is registered without any delay and every child in conflict with law is helped with rehabilitation and social reintegration
- One Day Refresher Training to Child Welfare Police Officers who have taken the role newly after the last training
  - o To equip the CWPOs to work with children effectively
  - o Every case of POCSO is registered without any delay and every child in conflict with law is helped with rehabilitation and social reintegration
- Visit to district level SJPU's to provide coordination support and establishment of Child Friendly Police Corners in each station

- o To ensure that there is regular coordination and handholding support to CWPOs through SJPU
- o Effective intervention in POCSO cases

**2. Review of POCSO Preparedness – Social Audit**

**Issue**

With POCSO Act 2012 in place to protect and help in rehabilitation and social reintegration of children, it is a cause of concern that in many instances the cases are not handled as per the law and many at times children are getting further victimized.

**Objective**

- To review the existing child protection mechanisms as listed in the POCSO Act and review its preparedness to address the issues of victims of Child Sexual Abuse
- To submit a report to Juvenile Justice Committee of Madras High Court and other relevant departments for strengthening the POCSO reporting and protection mechanism

**Activities and Outcome**

- A Social Audit will be taken up in 2 urbanized districts in TamilNadu to explore the preparedness
  - o A report to be submitted to JJC of MHC and to other departments

**3. Documentation and Policy Analysis**

Support will be extended to SCPCR, Police, SCPS, Juvenile Justice Committee of Madras High Court, health department, education department and others on specific request for developing policy and concept papers, translation of documents and documentation of proceedings.

**Expected results**

- Completion of POCSO on ground assessment exercise in 2 corporations and report submitted to the state government
- 2600 child welfare police officers equipped with skills and knowledge to handle children in need of care and protection and children in conflict with law

**Country Programme Output:**

Corresponding result from country Programme

**Country Programme Indicator:**

Corresponding indicator from country programme

**Specific Implementation Arrangements or Conditions**

[This is optional, enter "Not Applicable" if not relevant. Specify any additional conditions or considerations of the collaboration with the partner. List any attached documents that specify additional considerations for the collaboration]

<b>Budget</b>	
Name / description of activity	UNICEF cash contribution [INR]
Strengthening Child Protection Law enforcement and CF Police Corners	25,000
Review of POSCO Preparedness - Social Audit in 2 Corporations	40,000
Kerala Police Academy - Two days residential Training for Child Welfare Police Officers and Child Protection officers	984,000
Tamil Nadu - One day Training for Child Welfare Police Officers	140,625
Knowledge Hub Operational Cost- Human Resources	732,000
Knowledge Hub Operational – office rent etc	192,163
<b>Total cash contribution</b>	<b>Rs. 2,113,788</b>

<b>Additional resources contributed by UNICEF</b>		
Supplies	Units	Total value in [currency]
Supply Item 1	0	0
Other inputs		
[Specify any other inputs from UNICEF, such as technical assistance]		

<b>Contribution of the partner</b>
Technical contribution

<b>Monitoring and Reporting</b>	
FACE form	After three months activity is completed
Performance Reporting	After the activity is completed
Other reporting, if applicable	[Any other reporting and/ or monitoring requirements. Ex. reference Ex. reference to any third- party monitoring that may be planned of planned or pictures of intervention required etc...]
Partner focal point	<b>Prof Andrew Sesuraj. M</b>
UNICEF Focal point	G Kumaresan, Social Policy Specialist – Child Protection; gkumaresan@unicef.org

Secretary Cum Treasurer Loyola College; Department of Social Work, Chennai 2500221517  
 January to December 2019

Name of the Organisation:  
 Period of Agreement

Current INR

Item No.	Item Description	Unit	Quantity	Unit Price/Cost	Total Amount	Q1	Q2	Q3	Q4
						Jan & March	Apr - June	July - Sept	Oct - Dec
<b>Child Protection Interventions</b>									
<b>Activity 1.1 Phase II - Strengthening Child Protection Law enforcement and CF Police Corners</b>									
1.1.1	Visit to SJPIUs and Child Friendly Police corners - Travel; accommodation and Honorarium	5 visits	1 person	Rs. 5000	25000				
Sub Total of Activity 1.1					25,000	0	25,000.00	-	0
<b>Activity 1.2 Review of POSCO Preparedness - Social Audit in 3 Corporations</b>									
1.2.1	State level expert Committee consultations - one meeting for tool review and second on outcomes - total two meetings	2 meetings		Rs. 10,000	20000				
1.2.2	District Visits for review - field audit visit in 2 corporations - travel, local travel, accommodation and local meetings	2 Corporation		Rs. 10,000	20,000.00				
Sub Total of Activity 1.2					40,000	0	40,000	0	0
<b>1.3 Kerala Police Academy - Two days residential Training for Child Welfare Police Officers and Child Protection officers</b>									
1.3.1	B/F, Lunch, Dinner and Refreshments for participants and Resource Team total 60 persons for Two days	60 persons	20 batches	Rs. 210 x 2 days	504,000				
1.3.2	Lead Resource Person Honorarium - one lead trainer for each training	1 person	20 batches	Rs. 3000	60,000				
1.3.3	Honorarium for co facilitators - 3 facilitators per day x 2 days	3 persons	20 batches	Rs. 1500	180000				
1.3.4	Travel for Resource Team	3 persons	10 batches	Rs. 1000	30000				
1.3.5	Travel for lead resource person to kerala - Rail and Air Fare	1 person	10 batches	Rs. 5000	50000				
1.3.6	Workshop Stationary - Notepad, Pen, Notes and Certificate	55 Persons	20 batches	Rs. 100	110000				
1.3.7	Documentation	1 person	20 batches	Rs. 2000	40000				

Name of the Organisation:

Secretary Cum Treasurer Loyola College; Department of Social Work; Chennai 2500221517

Period of Agreement

January to December 2019

Programme Description: Loyola Knowledge Hub for Excellence in Child Protection (Loyola KHECHP)

Current INR

Item No.	Item Description	Unit	Quantity	Unit Price/Cost	Total Amount	Q1	Q2	Q3	Q4
						Jan & March	Apr - June	July - Sept	Oct - Dec
1.3.8	Preparatory travel and communication		20 batches	Rs. 500	10000				
<b>1.3 Sub Total</b>					<b>984,000</b>	<b>984,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>1.4 TamilNadu - One day Training for Child Welfare Police Officers</b>									
1.4.1	Food and Refreshments for participants and Resource Team total 55 persons	55 persons	5 batches	Rs. 175	48,125				
1.4.2	Honorarium for Resource Persons - 3 facilitators per training	3 persons	5 batches	Rs. 2500	37500				
1.4.4	Travel for resource persons	3 persons	5 batches	Rs. 2000	20000				
1.4.5	Accommodation for resource persons	3 person	5 batches	Rs. 1500	22500				
1.4.6	Documentation	1 person	5 batches	Rs. 2000	10000				
1.4.7	Banners and workshop stationery		5 batches	Rs. 300	1500				
1.4.8	Preparatory travel and communication		5 batches	Rs. 200	1000				
<b>sub total for activity 1.4</b>					<b>140,625</b>	<b>-</b>	<b>140,625</b>	<b>0</b>	<b>0</b>
<b>Total of Output 1</b>					<b>1,189,625</b>	<b>984000</b>	<b>205,625</b>	<b>-</b>	<b>0</b>
<b>Output 2 Effective and efficient Programme management</b>									
<b>Activity 2.1 - Knowledge Hub operational cost</b>									
2.1.1	Honorarium to Senior Project Coordinator from April 2019	1 person	9 months	Rs. 53000	477,000	0	159,000	159,000	159,000
2.1.3	Local Travel and communication to senior project coordinator to attend meetings (on actuals)	On Actuals	10 months	Rs. 2500	25,000	2,500	7,500	7,500	7,500
2.1.4	Senior level consultant for support to child protection mechanisms	1 person	21 days in a year	Rs. 5000	105,000	15,000	30,000.00	30,000.00	30,000
2.1.5	Engaging junior level consultant	1 person	50 days in a year	Rs. 2500	125,000	20,000	35,000	35,000	35,000
<b>sub total for activity 2.1</b>					<b>732,000</b>	<b>37500</b>	<b>231,500</b>	<b>231,500</b>	<b>231,500</b>
<b>Activity 2.2 operational costs pro-rated to their contribution to the programme</b>									

Name of the Organisation: Secretary Cum Treasurer Loyola College; Department of Social Work; Chennai 2500221517  
 Period of Agreement January to December 2019

Programme Description: Loyola Knowledge Hub for Excellence in Child Protection (Loyola KHEChP)

Current INR

Item No.	Item Description	Unit	Quantity	Unit Price/Cost	Total Amount	Q1	Q2	Q3	Q4
						Jan & March	Apr - June	July - Sept	Oct - Dec
2.2.1	Office rent, electricity and other operational cost including Accountant, Helper and other contingency charges		10% of total Rs. 1921630.00		192,163	19,216.25	57,648.75	57,648.75	57,648.75
<b>Grand Total (1 + 2)</b>					<b>2,113,788</b>	<b>1,040,716.25</b>	<b>494,773.75</b>	<b>289,148.75</b>	<b>289,148.75</b>

## GENERAL TERMS AND CONDITIONS

- 1.0 LEGAL STATUS:** IP shall be considered as having the legal status of an independent contractor *vis-à-vis* UNICEF. IP's employees, personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.
- 2.0 IP'S RESPONSIBILITY FOR EMPLOYEES, PERSONNEL AND SUBCONTRACTORS:** IP shall be responsible for the professional and technical competence of its employees, personnel and subcontractors and will select, for work under this Agreement, reliable persons who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.
- 3.0 ASSIGNMENT:** IP shall not assign, transfer, pledge or make other disposition of this Agreement or any parts thereof, including any Programme Documents, or any of IP's rights, claims or obligations under this Agreement except with the prior written consent of UNICEF.
- 4.0 SUB-CONTRACTING:** IP may not use the services of sub-contractors unless permission is granted in advance by UNICEF in writing in any particular case. If UNICEF approves a particular sub-contracting of services, the IP shall ensure that IP's sub-contractors do not use further tiers of sub-contractors, including sub-subcontractors, unless UNICEF has given prior written permission in each particular case. The use by IP of sub-contractors, or of further tiers of sub-contractors in the event that UNICEF has given prior written permission in accordance with the preceding sentence, shall not relieve IP of any of its obligations under this Agreement. The terms of any sub-contract, sub-subcontract and so forth shall be subject to, conform to and give full effect to the provisions of this Agreement. In particular, the IP shall ensure that any sub-contract or further tiers of sub-contracts include provisions substantially the same as article 14.
- 5.0 OFFICIALS NOT TO BENEFIT; RESTRICTION ON HIRING UNICEF PERSONNEL:**
- a. IP warrants that no official of UNICEF has received or will be offered by IP any direct or indirect benefit arising from this Agreement or the award thereof. IP agrees that breach of this provision is a breach of an essential term of this Agreement.
  - b. The IP represents and warrants that the following with regard to former UNICEF officials have been complied with and will be complied with: (i) during the one year period after an official has separated from UNICEF, the IP may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of the process leading to the IP's selection or the implementation of the Programme; and (ii) during the two year period after an official has separated from UNICEF, the former official may not communicate with UNICEF, or present to UNICEF, on behalf of the IP on any matters that were within such former official's responsibilities while at UNICEF.
- 6.0 INDEMNIFICATION:** IP shall indemnify, hold and save harmless, and defend, at its own expense, UNICEF, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of IP, or IP's employees, officers, agents or sub-contractors, in the performance of this Agreement and Programme Documents. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by IP, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.
- 7.0 ENCUMBRANCES/LIENS:** IP shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office against any monies due or to become due for any work done, services rendered or materials, supplies or equipment furnished under this Agreement, or by reason of any other claim or demand against IP.
- 8.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS; CONFIDENTIALITY:**

- 8.1 Except as is otherwise expressly provided in writing in the Agreement, UNICEF shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which IP has developed under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement, and IP acknowledges and agrees that such products, documents and other materials constitute works made for hire.
- 8.2 At the request of UNICEF, IP shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNICEF in compliance with the requirements of applicable law.
- 8.3 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by IP under this Agreement shall be the property of UNICEF, shall be made available for use or inspection by UNICEF at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNICEF authorized officials on completion of work under the Agreement.
- 8.4 The IP shall respect the confidentiality of all information that UNICEF advises the IP is confidential, and shall treat it no less confidentially than the most IP's most confidential information. When the IP is required to disclose UNICEF's confidential information by law, the IP shall give UNICEF sufficient prior notice of a request for the disclosure of information in order to allow UNICEF to have reasonable opportunities to take protective measures of such other actions as may be appropriate prior to any disclosure being made.
- 8.5 Where collection and use of data related to beneficiaries (meaning any personal information including identifying information such as the name, identification or passport number, mobile telephone number, email address, cash transaction details) is part of the responsibilities of the IP under this Agreement, such information shall be deemed to be UNICEF's confidential information and shall be governed by the UNICEF Disclosure of Information policy, a copy of which is available at [http://www.unicef.org/about/legal\\_disclosure.html](http://www.unicef.org/about/legal_disclosure.html). The IP shall only use such data in order to implement the Programme Document. The IP shall promptly notify UNICEF of any actual or suspected or threatened incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to such data.
9. **USE OF UNICEF'S AND IP'S NAME, LOGO AND EMBLEM:** Each of the Parties is permitted to use the other's name, logo, and emblem, as applicable, solely in connection with this Agreement and the implementation of the Programme Documents, unless permission is withdrawn in any particular case by any of the Parties and notified in writing to the other Party. When reporting to third parties and/or general public, the IP will attribute results reported as being funded by UNICEF. At UNICEF's request, the IP shall provide visibility, as specified by UNICEF, to UNICEF's donors that are contributing funds for the Programme Document. Where such visibility would jeopardize the safety and security of the IP's staff, the IP shall propose appropriate alternative arrangements.
- 10.0 **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**
- 10.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, IP shall give notice and full particulars in writing to UNICEF, of such occurrence or change if IP is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. IP shall also notify UNICEF of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this Article, UNICEF shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to IP of a reasonable extension of time in which to perform its obligations under this Agreement.
- 10.2 If the IP is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Agreement, UNICEF shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article



11, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

10.3 *Force majeure* as used in this Article means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar force or nature, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party concerned.

10.4 The IP acknowledges and agrees that, with respect to any obligations under this Agreement that the IP must perform in or for any areas in which UNICEF is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure*.

## 11. TERMINATION:

11.1 Either Party may terminate this Agreement by giving thirty (30) calendar days' written notice to the other Party in each of the following situations:

- a. if it concludes that the other Party has breached its obligations under this Agreement or any Programme Document and has not remedied that breach after having been given not less than fourteen (14) calendar days' written notice to do so with effect from a date specified in such notice; and
- b. if it concludes that the other Party cannot meet its obligations under this Agreement.

11.2 UNICEF may also suspend or terminate this Agreement forthwith in each of the following situations:

- a. if implementation of any Programme Document has not commenced within a reasonable time;
- b. if IP or its employees, personnel, or subcontractors, has engaged or have engaged in sexual exploitation or abuse, or any child safeguarding violations (as such terms are defined in article 14.1); if IP fails to take preventive measures against sexual exploitation and abuse, or child safeguarding violations; if IP fails to investigate allegations of sexual exploitation or abuse, or child safeguarding violations; or if IP fails to take corrective action if sexual exploitation or abuse or child safeguarding violations have occurred;
- c. if it decides that IP or any of its employees or personnel has engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice (as such terms are defined in clause 15.3 b.);
- d. should UNICEF's funding decrease, be curtailed or terminated; or
- e. should IP be adjudged bankrupt, or be liquidated or become insolvent, or should IP make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of IP, in which case IP shall immediately inform UNICEF of the occurrence of any of the above events.

11.3 The Party receiving a notice of suspension or termination will immediately take all necessary steps to suspend or terminate (as the case may be) its activities in an orderly manner so that continued expenses are kept to a minimum.

11.4 Immediately upon sending or receiving a notice of termination UNICEF will cease disbursement of any funds under this Agreement and IP will not make any forward commitments, financial or otherwise, in connection with this Agreement.

11.5 On termination of this Agreement pursuant to this clause 11, IP will transfer either to UNICEF or in accordance with UNICEF's instructions the unexpended balance of the Cash Transfer held by IP and

the unused supplies and equipment provided by UNICEF under this Agreement and any non-expendable property provided by UNICEF under this Agreement or purchased by the IP using funds provided by UNICEF under this Agreement.

- 11.6 If UNICEF exercises its right to terminate this Agreement, UNICEF will have the right to require IP to repay to UNICEF such amount of money, up to the total amount paid to IP by UNICEF prior to the date of the notice of termination, as UNICEF shall determine. It is understood that expenditures incurred by the IP in compliance with this Agreement prior to the date of the notice of termination will not be required to be repaid. The payment owing by IP will be made promptly upon receipt of UNICEF's notice to pay.
- 11.7 If UNICEF exercises its right to terminate this Agreement and decides that the Programme Document is to be implemented by another organization, IP will promptly provide full cooperation to UNICEF and the other organization in the orderly transfer to the other organization of all unused supplies and equipment provided to IP by UNICEF and the provisions of paragraph 11.5 above will apply.
12. **EVALUATION:** The evaluation of the activities performed under this Agreement shall be subject to the provisions of the UNICEF Evaluation Policy as from time to time approved or amended by UNICEF's Executive Board.
13. **COMPLIANCE WITH UNICEF POLICIES:** The IP and IP's employees, personnel, and subcontractors will be required to comply with:
- (a) the provisions of ST/SGB/2003/13 entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse", which is available at <https://undocs.org/ST/SGB/2003/13>;
  - (b) the relevant provisions of the substantive rules in UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children available at [https://www.unicef.org/supply/files/Executive\\_Directive\\_06-16\\_Child\\_Safeguarding\\_Policy\\_-\\_1\\_July\\_2016\\_Final.pdf](https://www.unicef.org/supply/files/Executive_Directive_06-16_Child_Safeguarding_Policy_-_1_July_2016_Final.pdf), and other UNICEF policies relating to the safeguarding of children as UNICEF may advise from time to time, or IP's own policy, which conforms to the standards set by Keeping Children Safe; and
  - (c) the relevant provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption available at [http://www.unicef.org/publicpartnerships/files/Policy\\_Prohibiting\\_and\\_Combatting\\_Fraud\\_and\\_Corruption.pdf](http://www.unicef.org/publicpartnerships/files/Policy_Prohibiting_and_Combatting_Fraud_and_Corruption.pdf) or such other URL as may be decided from time to time by UNICEF.

14. **SEXUAL EXPLOITATION AND ABUSE; PROTECTION OF CHILDREN:**

14.1 IP and IP's employees, personnel, or subcontractors, shall not engage in any sexual exploitation and abuse conduct, or child safeguarding violations. IP acknowledges and agrees that UNICEF will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse, and child safeguarding violations. For purposes of this Agreement the following definitions shall apply:

- (a) "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
- (b) "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited;
- (c) "child" means any person less than eighteen (18) years of age, regardless of any laws relating to consent or age of majority.

14.2 Without prejudice to the generality of the foregoing:

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

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

14.2.3 Any conduct that undermines international legal requirements enshrined in the Universal Declaration of Human Rights and the Convention on the Rights of the Child with regard to protecting and safeguarding children, including child labour, discriminatory treatment toward, or abuse or exploitation of a child, constitute child safeguarding violations.

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

14.3 Prevention. IP shall take all appropriate measures to prevent sexual exploitation and abuse, and child safeguarding violations, by its employees, personnel or subcontractors. IP shall, *inter alia*, ensure that its employees, personnel or subcontractors shall have undertaken and successfully completed appropriate training with regard to the prevention of sexual exploitation and abuse, and training on safeguarding children. Such training shall include but not be limited to: reference to definitions of sexual exploitation and sexual abuse, and child safeguarding violations; a clear and unambiguous statement that any form of sexual exploitation and abuse, and any conduct that undermines the safeguarding of children, is prohibited; the requirement that any allegations of sexual exploitation and abuse, or child safeguarding violations be promptly reported as provided for in article 14.4; and the requirement that alleged victims of sexual exploitation and abuse or child safeguarding violations, be referred for immediate, professional assistance. Where IP has not put in place its own training regarding the prevention of sexual exploitation and abuse, IP may use the training material available at the following URL to fulfil its training-related obligations hereunder: <https://agora.unicef.org/course/info.php?id=7380>.

14.4 Reporting of allegations to UNICEF. IP shall promptly and confidentially record and report allegations of sexual exploitation and abuse, or any reasonable suspicion (or allegations) of child safeguarding violations, of which IP has been informed or has otherwise become aware, to the UNICEF head of office in Country or the UNICEF Director, Office of Internal Audit and Investigation ([integrity1@unicef.org](mailto:integrity1@unicef.org); instructions to report are available at <https://uni.cf/2u0a0PR> or such other URL as may be decided from time to time by UNICEF). To the extent legally possible, the IP will require its employees, personnel, or subcontractors, to promptly and confidentially record and report allegations of sexual exploitation and abuse, and any reasonable suspicion (or allegations) of child safeguarding violations directly to the UNICEF head of office in Country or the UNICEF Director, Office of Internal Audit and Investigation Services ([integrity1@unicef.org](mailto:integrity1@unicef.org); instructions to report are available at <https://uni.cf/2u0a0PR> or such other URL as may be decided from time to time by UNICEF).

14.5 Investigation. Following consultations with the Office of Internal Audit and Investigation, UNICEF, IP shall properly and without delay investigate allegations of sexual exploitation and abuse, or child safeguarding violations, by IP's employees, personnel, or subcontractors. (It is understood, however, that any investigation conducted by the IP under this clause shall be without prejudice to the right of UNICEF under article 15.3 to conduct investigations.) IP shall keep UNICEF informed during the conduct of the investigation, without prejudice to the due process rights of any persons concerned. Following the conclusion of the investigation by the IP, IP shall promptly provide a copy of the investigation report to UNICEF, without redactions, edits or omissions. Upon request, IP shall provide relevant evidence to UNICEF for examination and further use by UNICEF as deemed necessary solely by UNICEF. UNICEF may decide that the obligation on the part of the IP under the first sentence of this article 14.5 to conduct an investigation shall not apply if an investigation is being or has been conducted by competent national authorities. In the

event that competent national authorities are conducting or have conducted the investigation, IP shall assist UNICEF and take all necessary steps, to the extent legally possible, for UNICEF to obtain information on the status and outcome of the investigation, including disclosure of a copy of the relevant investigation report.

**15. ASSURANCE ACTIVITIES:**

**15.1 Audit:**

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

**15.2 Spot checks and programmatic visits:**

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

**15.3 Investigation:**

- a. IP agrees that UNICEF may conduct investigations, at such times as determined solely by UNICEF, relating to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, and the operations of the IP relating to performance of this Agreement. The right of UNICEF to conduct investigations shall not lapse upon expiration or prior termination of this Agreement. IP shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, IP's obligation to make available its personnel and any relevant documentation and records at reasonable times and on reasonable conditions and to grant to UNICEF access to the IP's premises and/or sites of programme implementation at reasonable times and on reasonable conditions. IP shall require its agents, including, but not limited to, IP's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any investigations carried out by UNICEF hereunder. It is understood that UNICEF

may, at its sole discretion, contract for investigation services of an individual or corporate person, or UNICEF may conduct investigations with its own staff, employees and agents.

15. IP agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this Agreement, of which IP has been informed or has otherwise become aware, promptly to the attention of the Director, Office of Internal Audit and Investigation, UNICEF. For purposes of this Agreement, the following definitions shall apply:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official.
- (b) "fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation.
- (c) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (d) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- (e) "obstructive practice" means acts intended to materially impede the exercise of UNICEF's contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNICEF investigation into allegations of fraud and corruption.

15.4 IP consents to the public disclosure by UNICEF of the audit reports referred to in article 15.1; the spot check and programmatic visit reports referred to in article 15.2; and the investigation reports referred to in article 15.3 (it is understood that investigation reports under article 14.3, or performance information, will only be shared within the UN).

16. **ASSESSMENTS.** IP agrees that UNICEF may from time to time conduct assessments of IP, including IP's capacity to perform its obligations as an implementing partner in a manner satisfactory to UNICEF, IP's capacity to prevent sexual exploitation and abuse, and child safeguarding violations and internal control framework ("assessments"). UNICEF may conduct such assessments subject to such standards, scope, frequency and timing as decided by UNICEF with reasonable advance notice provided to the IP. IP shall provide its full and timely cooperation with any assessments. Such cooperation shall include, but shall not be limited to, IP's obligation to make available its personnel and any relevant documentation and records at reasonable times and on reasonable conditions and to grant to UNICEF access to IP's premises at reasonable times and on reasonable conditions. IP shall require its agents, including, but not limited to, IP's attorneys, accountants or other advisors, and its subcontractors to reasonably cooperate with any assessments conducted by UNICEF hereunder. It is understood that UNICEF may, at its sole discretion, contract for services of an individual or corporate person to conduct any assessments, or UNICEF may conduct the assessments with its own staff, employees and agents. IP consents to the public disclosure by UNICEF of the assessments referred to in this article 16.

17. **REPUTATION.** UNICEF shall be entitled to a refund from IP or to make an offset against any amounts payable to IP for any amounts paid by UNICEF or used by IP other than in accordance with the terms and conditions of this Agreement, including any amounts shown by public spot checks or investigations to have been or paid or used, for any amounts paid by UNICEF or used by IP as a result of IP or any of its employees or personnel having engaged in any corrupt, fraudulent, collusive, coercive or obstructive practices (as such terms are defined in article 15.3) or, for any ongoing amounts for any amounts contributed by UNICEF to IP that are included or properly reflected in any financial report (using the I to B form) or supported by appropriate documentation and records for any amounts paid by UNICEF in relation to an investigation.

Expenditure; or for any amounts otherwise subject to a refund in accordance with the terms of this Agreement. IP will make payment of such refund within promptly upon receiving from UNICEF a written request for such refund.

18. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNICEF.
19. **OBSERVANCE OF THE LAW:** IP shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement.
20. **AUTHORITY TO MODIFY:** No modification or change in this Agreement shall be valid and enforceable against UNICEF unless provided by a written amendment to this Agreement signed by a duly authorized officer of UNICEF and an Authorized Officer of IP.
21. **SUPPORT TO TERRORISM:** IP agrees to apply the highest reasonable standard of diligence to ensure that cash, supplies and equipment under its control, including but not limited to cash, supplies and equipment transferred by UNICEF to IP: (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred by the IP to any individual or entity on the UN Security Council Committee Consolidated List available at <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>; and (c) are not used, in the case of money, for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.