



Quito, 27 de febrero de 2023
ECU 55/2023

Señor
Felipe Burbano de Lara
Director
Facultad Latinoamericana de Ciencias Sociales FLACSO
Presente.-

De mi consideración,

Reciba un atento saludo de quienes hacemos el Fondo de las Naciones Unidas para la Infancia, UNICEF en Ecuador.

Por motivo del inicio del nuevo ciclo de cooperación para UNICEF en Ecuador periodo: marzo 2023 - diciembre del 2026, queremos solicitar su amable firma en el nuevo Acuerdo de Cooperación para el Programa – Marco legal entre UNICEF y su organización - tomando en cuenta que tenemos documentos de programa activos.

El nuevo acuerdo contiene algunas modificaciones al anterior, mismas que se detallan a continuación:

- El acuerdo hace referencia y aclara el uso de las nuevas herramientas digitales que UNICEF está implementando.
- La obligación del cuidado, consideraciones de protección de datos, la lucha contra el fraude, sobre el lavado de capitales y financiación del terrorismo.
- El compromiso de transparencia de UNICEF y la divulgación pública del nombre del socio, el monto de la transferencia de efectivo de UNICEF al Socio, ubicación, propósito y título de la intervención del programa.

Aprovecho para reiterarle mis sentimientos de la más alta consideración y estima.

Atentamente,

Luz Ángela Melo Castilla
Representante
UNICEF Ecuador

Pablo Borja

PROGRAMME COOPERATION AGREEMENT

INSTRUCTIONS

Scope: This template is for a programme cooperation agreement (PCA) with a civil society organization (CSO) where UNICEF transfers UNICEF resources to the CSO for the implementation of activities in support of a UNICEF country programme, humanitarian response, or UNICEF's Strategic Plan. The CSO acts as UNICEF's implementing partner (Partner). **Important Note:** the PCA cannot be used for the following goods or services: design services, event operational/logistical support, evaluation, freight forwarding, maintenance of any kind, printing of any kind, translation, transportation or any other administrative services with no specific programmatic expertise required; licensing, development, hosting, maintenance, transfer or de-commissioning of any software, digital technology system or deployment that uses a software code; and construction works. See DAPM Procedure and Implementation Handbook for more details and exceptions.

Applicable Policies: When completing this template, please read and comply with the UNICEF Procedure on Programme Implementation: Workplanning, Partnership and Risk Management, and the UNICEF Programme Implementation Handbook.

Audience: The UNICEF Programme Manager (referred to as "you" in these instructions) who is coordinating the implementation of the activities with the Partner is responsible for completing this template in accordance with the instructions in this document and in the Implementation Handbook.

Legal Office Clearance: This template consists of three parts which together are the legally binding agreement: (1) the PCA; (2) the UNICEF General Terms and Conditions for PCAs; and (3) any Programme Document signed under the PCA. Any changes to the PCA legal terms (Section 12 and the General Terms and Conditions of the PCA) can be made solely with the clearance of the Legal Office. If you wish to make any modifications to the PCA template, please contact csopartnership@unicef.org, who will coordinate with and seek clearance from the Legal Office.

UNICEF Programme Manager responsibilities:

Prior to providing a copy of this agreement to the Partner, you must:

- carefully read all grey information boxes and choose the sample text appropriate for the particular PCA.
- fill in all blanks contained in this template (square brackets, "[...]").
- Review and comply with all applicable UNICEF policies and instructions.
- Delete all grey information boxes and instructions.
- Maintain the signed PCA (including any amendments) in a central location with scanned copies available to all staff in your Office's eTools workspace.

Clearance, Signature, Future Amendments:

- Each UNICEF Office must sign only one PCA with each Partner per Country Programme/Strategic Plan cycle. Multiple Programme Documents can be added as relevant to the signed PCA during the course of the programme.
- The PCA needs to be cleared and signed by the UNICEF Head of Office and the CSO Authorized Officer. Two original copies of the PCA must be signed, with one copy to be retained by UNICEF and one by the Partner.
- Offices must use the **PCA Amendment template** (accessible via the eTools Partnership Management Portal and also [available here](#)) to document the following amendments after a PCA is signed: change in the legal name of the organization, authorized officers, and banking information.
- Any other amendments that need to be made after the PCA has been signed, must be made in writing and approved by DAPM – and if the amendment is to the PCA legal terms (Section 12 and

the General Terms and Conditions of the PCA), then Legal Office clearance must be obtained. See further instructions in the Implementation Handbook.

Intellectual Property: Intellectual property issues have to be carefully considered for each specific activities under a Programme Document. Please refer to the Implementation Handbook for an explanation on UNICEF's position on intellectual property and process for requesting alternative intellectual property clauses for a specific Programme Document.

Personal Data: If the Partner will be receiving access to personal data or collecting personal data as part of the Partner's activities under a Programme Document, you must also sign a Data Processing Agreement with the Partner. The Data Processing Agreement is specific to the activities under each Programme Document and must be signed at the same time as the Programme Document. See Implementation Handbook for more details.

Activities involving Children and Young People: If the Partner will be undertaking activities under a Programme Document involving direct contact with children or young people, you should also consider attaching to the PCA the template Additional Terms for Activities Involving Children and Young People. See Implementation Handbook for more details.

Construction Works: [UNICEF Procedure on Construction Projects \(sharepoint.com\)](#) (para 10) applies for construction works through Implementing Partners. Programme Documents that include construction components must include the [Special Conditions for Construction](#) with its corresponding annexes. See Implementation Handbook for more details.

Guidance, questions and sharing best practice: For any questions about how to use this template or for support in completing the template, please contact csopartnership@unicef.org.



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Plan

PROGRAMME COOPERATION AGREEMENT

BETWEEN

VICARIATO APOSTÓLICO DE ESMERALDAS

AND THE

UNITED NATIONS CHILDREN'S FUND

FOR THE

IMPLEMENTATION OF UNICEF-FUNDED PROGRAMME RELATING TO THE UNICEF PROGRAMME FOR ECUADOR

FACULTAD LATINOAMERICANA DE CIENCIAS SOCIALES FLACSO and the United Nations Children's Fund (referred to jointly as the "Parties" and each separately as a "Party") agree as follows:

1. DEFINITIONS

In this Agreement, the expression:

1.1 "Authorized Officer" means one of the following officers of the Partner:

Full Name	Title	E-mail	Sample Signature
Felipe Burbano de Lara	Director	fburbano@flacso.edu.ec	
Marcelo Francisco Rodas Flores	Subdirector Administrativo Financiero	mfrodas@flacso.edu.ec	

Any removals from or amendments to the (list of) Authorized Officer(s) identified above will require a written amendment to this Agreement in accordance with Article 20 of the General Terms and Conditions for Programme Cooperation Agreements.

1.2 "e-FACE" means UNICEF's electronic data entry facility for the information contained in FACE forms, when available.

1.3 "FACE form" means the UNDG's standard Funding Authorization and Certificate of Expenditure Form, a copy of which is available at https://unpartnerportalhelpcenter.zendesk.com/hc/article_attachments/7788906095639/7282-REVISED_FACE_Form.xlsx or at such other URL as UNICEF may from time to time decide.

1.4 "HACT" means the Harmonized Approach to Cash Transfers of the United Nations Development Group ("UNDG"), available at <https://undg.org/document/harmonized->

approach-to-cash-transfer-framework/ or at such other URL as UNDG may from time to time decide.

1.5 “Implementing Partner” or “Partner” means FACULTAD LATINOAMERICANA DE CIENCIAS SOCIALES FLACSO, La Pradera E7 174 y Diego de Almagro, Quito.

1.6 “non-expendable equipment” means any item that costs five thousand US dollars (US\$5,000) or more, including costs of initial delivery and handling, and which has a service lifetime of at least three (3) years.

1.7 “Programme” means the UNICEF Programme for Ecuador, approved by UNICEF’s Executive Board for the period March 2023-2026, including any subsequent extensions.

1.8 “Programme Document” means the formal document signed by the Parties that sets out the expected results and how they are accomplished, including activities, timeframes and budget jointly agreed by the Parties for activities to be undertaken by the Partner under this PCA. The Programme Document template is available at <https://etools.unicef.org>. The Programme Document is the basis for requisitioning, committing and disbursing funds to carry out planned activities and for their monitoring and reporting.

1.9 “Programme Document Progress Report” means UNICEF’s standard narrative progress report, available at www.partnerreportingportal.org.

1.10 “Support costs for organizational capacity strengthening” means those costs incurred by the Partner for organizational capacity strengthening which cannot be unequivocally attributed to a specific activity implemented by the Partner in accordance with this Agreement, including any Programme Document.

1.11 “United Nations Children’s Fund” or “UNICEF” means the subsidiary organ of the United Nations established by the General Assembly pursuant to resolution 57(I) of 11 December 1946.

2. AGREEMENT DOCUMENTS

2.1 This Agreement consists of the following documents:

- (a) This document;
- (b) The General Terms and Conditions for Programme Cooperation Agreements attached to this document or available on the resource library of www.unpartnerportal.org;
- (c) Any Programme Documents concluded by the Parties under this Agreement and referencing this Agreement; and
- (d) If applicable, any Special Conditions agreed between the Parties with regard to a particular Programme or Programme Document under this Agreement.



3. PURPOSE AND SCOPE

- 3.1 This Agreement will govern the implementation by the Partner of the relevant parts of the Programme (including humanitarian response) through one or several Programme Documents. It describes the relationship between the Parties and the Parties' responsibilities.

4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 The Parties will work together in a spirit of cooperation and partnership, with the responsibilities and accountabilities set out in this Agreement, to implement the Programme Documents in full in a timely, efficient, and effective, manner.
- 4.2 The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Agreement, including the Programme Documents.
- 4.3 The Parties shall keep each other informed of all relevant activities pertaining to the implementation of the Programme Documents, and shall hold consultations when either Party considers it appropriate, including any circumstance that may affect the achievement of the results of the Programme and the Programme Documents.
- 4.4 The Parties will fulfill their commitments with the fullest regard for the terms and conditions of this Agreement and the principles of the United Nations.

5. RESPONSIBILITIES OF THE PARTNER

- 5.1 The Partner will contribute to the implementation of each Programme Document concluded under this Agreement by undertaking the responsibilities allocated to it in this Agreement, in full cooperation with UNICEF. The Partner will do so in accordance with the budget, schedule, and other details set out in each Programme Document, including by:

- (a) Displaying the highest standard of conduct in ensuring that the core values of the United Nations, the Convention on the Rights of the Child, the Convention on the Elimination of All Forms of Discrimination Against Women and the Convention on the Rights of Persons with Disabilities are respected;
- (b) Commencing work on the responsibilities allocated to it in each Programme Document promptly upon signing the relevant Programme Document (but in no case prior to signing this Agreement and such Programme Document) and, as applicable, receipt of the first installment of the cash, supplies and equipment to be transferred to it by UNICEF;
- (c) Making its designated contributions of cash, supplies, equipment, technical assistance and other services towards the implementation of the Programme Document as provided for under this Agreement [and the relevant Programme Document];
- (d) Completing its responsibilities with diligence and efficiency, and in conformity with the requirements set out in the relevant Programme Document (including in connection with the schedule and budget);

- (e) Providing the reports required under this Agreement and the relevant Programme Document in a timely manner and satisfactory to UNICEF, and furnishing all other information covering the Programme Document and the use of any cash, supplies and equipment transferred to it by UNICEF that UNICEF may reasonably ask for;
- (f) Exercising the highest standard of care when handling and administering the cash, supplies and equipment provided to it by UNICEF, and ensuring that its personnel will conduct itself with the highest standards of integrity and care in this regard.

5.2 In addition to the obligations set out in Section 5.1 above:

- (a) The Partner will maximize the use of any tax exemptions or exemptions from customs duties, excise or import taxes, available to it, with regard to the purchase, importing, registration, or use of supplies and equipment purchased using funds provided by UNICEF under this Agreement and will consult with UNICEF in that regard.
- (b) The Partner will establish and maintain a system for monitoring progress of the implementation of each Programme Document using the defined results, including outputs, indicators and targets as set out in the relevant Programme Document.
- (c) The Partner will accommodate monitoring visits of representatives of any donors that are contributing to the costs of implementing the Programme Document. UNICEF will give the Partner reasonable prior notice of any such visits.

6. RESPONSIBILITIES OF UNICEF

6.1 UNICEF will contribute to the implementation of each Programme Document covered by this Agreement by undertaking the responsibilities allocated to it in this Agreement, including by:

- (a) Commencing and completing the responsibilities allocated to it in each Programme Document in a timely manner, provided that UNICEF receives all necessary reports and other documents from the Partner;
- (b) Making transfers of cash, supplies and equipment in accordance with the provisions of this Agreement and the relevant Programme Document;
- (c) Undertaking and completing monitoring, assessment, assurance activities, evaluation and oversight of each Programme Document;
- (d) Liaising on an ongoing basis, as needed, with the Government (as applicable), other members of the United Nations Country Team, donors, and other stakeholders;



- (e) Providing overall guidance, oversight, technical assistance and leadership, as appropriate, for the implementation of each Programme Document, and making itself available for consultations as reasonably requested; and
- (f) Initiating periodic joint monitoring and review meetings in order to agree on the resolution of findings and to build on lessons learned to better serve the needs of children. The joint partnership reviews will take into account: (i) the progress of each Programme Document; (ii) working relationship of the Parties; (iii) the compliance by the Parties with this Agreement and each Programme Document; and (iv) the success and challenges of the Partner in meeting the planned results of each Programme Document.

6.2 Support costs for organizational capacity strengthening with respect to any single Programme Document and associated budget will be reimbursable by UNICEF to the Partner at a rate of seven percent (7%) of actual expenditures in connection with that Programme Document and associated budget. The Partner will record the support costs for organizational capacity strengthening in the FACE forms to be submitted to UNICEF in accordance with the terms of this Agreement.

7. PROGRAMME DOCUMENTS

7.1 The Parties may conclude one or more Programme Documents. Each such Programme Document will be incorporated into this Agreement and become valid and enforceable when it is signed by the duly authorized officers of each of the Parties and references this Agreement.

7.2 Programme Documents may be modified only by written agreement between the Parties.

8. INPUTS BY UNICEF TOWARDS IMPLEMENTATION OF PROGRAMME DOCUMENTS

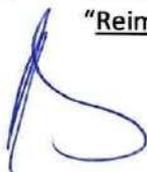
Cash Transfer by UNICEF to/on behalf of IP

General provisions

8.1 UNICEF will provide the Partner with cash assistance for the activities as stipulated in the Programme Documents (the "Cash Transfer"), subject to the availability of funds and the terms of this Agreement. In respect of each Programme Document, UNICEF's assistance to the Partner will not exceed the amount included in such Programme Document.

8.2 UNICEF will provide the cash assistance to the Partner following three Cash Transfer modalities (each a "Cash Transfer Modality"):

- (a) Advance payment by UNICEF to the Partner (referred to in the HACT as "Direct Cash Transfer");
- (b) Reimbursement by UNICEF to the Partner referred to in the HACT as "Reimbursement"; and



- (c) Payment by UNICEF on the Partner's behalf to the Partner's vendor or supplier (referred to in the HACT and in this Agreement as "Direct Payment").

8.3 The Cash Transfer will be made by UNICEF in installments (each, a "Cash Transfer Installment"), as requested by the Partner on the FACE form, and supporting itemized cost estimate representing the cash requirements to undertake the activities identified in the Programme Documents or as otherwise decided by UNICEF.

Cash Transfer procedures

8.4 With respect to each Programme Document:

- (a) Cash Transfer Installments will be transferred to (or, where the Direct Payment modality is used, on behalf of the Partner) solely to contribute to the implementation of such Programme Document; and
- (b) The Partner agrees that the funds so transferred will be used exclusively for the implementation of such Programme Document.

8.5 UNICEF will make each Cash Transfer Installment to (or, where the Direct Payment modality is used, on behalf of the Partner) in response to a written request from the Partner, in accordance with the following procedures:

Procedures for requests for Cash Transfer Installments under all three Cash Transfer Modalities:

- (a) Unless otherwise indicated by UNICEF in writing, every three calendar months during the term of this Agreement (each, a "Quarter"), the Partner will provide UNICEF with a written request for the Cash Transfer Installment in an amount equal to the Partner's cash needs for that Quarter relating to the activities as specified in the Programme Document. The Partner will do so using the FACE form and Itemized Cost Estimate. The request must be signed by an Authorized Officer.
- (b) The first written request, using the FACE form, may be made as soon as this Agreement and the relevant Programme Document have been signed by both Parties. If such written request is in proper form and complete, UNICEF will determine the amount to be transferred and will transfer that amount to (or, where the modality of Direct Payment is used, on behalf of the Partner) within a reasonable time.
- (c) Unless otherwise decided by UNICEF, the second and each subsequent written request, using the FACE form, requires that reporting on the use of the first Cash Transfer Installment has been received by UNICEF before a Cash Transfer Installment for a subsequent three-month period will be released. If such second or subsequent request is received in a timely fashion and is in proper form and complete, UNICEF will determine the amount to be transferred and will transfer that amount to (or, where the modality of Direct Payment is used, on behalf of the Partner) within a reasonable time.

Additional procedures applicable only to Direct Payment modality:



- (d) The request for a Direct Payment must be submitted using the FACE form and must in all cases include the vendor's complete details and banking information in a format specified by UNICEF.
- (e) For both Direct Payment and Reimbursement modalities, the requested expenditures must previously be authorized through the FACE form by UNICEF.

Special terms and conditions for Cash Transfer Installments:

8.6 Any request for a Cash Transfer Installment by the Partner must fulfill the following criteria to the satisfaction of UNICEF, failing which UNICEF may decide not to honor the request in whole or in part:

- (a) The amount and purpose of the request must correspond to the provisions of the Programme Document, including its activities, schedule and budget;
- (b) The request must be reasonable and justified under principles of sound financial management, in particular the principles of value for money and cost-effectiveness;
- (c) There are to be no other grounds for believing the expenditure is in contravention of this Agreement, including the Programme Document; and
- (d) Subject to paragraph 8.5(c) above, prior Cash Transfer Installments must have been reported on to UNICEF's satisfaction in accordance with Article 10 of this Agreement.

8.7 UNICEF may decide to adjust the amount of any Cash Transfer Installment where it has reason to do so, including:

- (a) To take into consideration the general progress made to date under the Programme Document;
- (b) To offset for any Ineligible Expenditures; or
- (c) To offset any unspent or unreported balance remaining with the Partner from any previous Cash Transfer Installments.

8.8 UNICEF will only be required to transfer to or, where the Direct Payment modality is used, on behalf of, the Partner the amount UNICEF determines is due under the terms of this Agreement. The IP agrees that UNICEF will not be liable to the Partner or any third party, including the Partner's vendors or suppliers, for any amounts that UNICEF determines are not in compliance with this Agreement.

8.9 (a) The administration by the Partner of the Cash Transfer must be carried out under its own financial regulations, rules and procedures, which UNICEF has reviewed and assessed and found to be appropriate.



(b) Where, in accordance with HACT, UNICEF provides a Cash Transfer prior to the review and assessment of the Partner's financial regulations, rules and procedures, then in the event UNICEF subsequently determines that the Partner's financial regulations, rules and procedures are not appropriate, UNICEF will give written notice to the Partner and in such case UNICEF may require return of unspent Cash Transfers already provided to the Partner and may decide to implement the Programme Document or any parts thereof (including any procurement activities) directly.

8.10 Where the Partner buys goods or services from the Cash Transfer, the Partner must do so giving due consideration to the following principles:

- (a) Best value for money;
- (b) Fairness, integrity and transparency;
- (c) Competition.

8.11 The Cash Transfer other than Direct Payments will be made by UNICEF to the following bank account of the Partner:

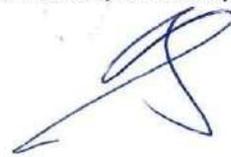
Account	
Bank Name	PRODUBANCO
Bank Address	Centro Corporativo EKOPARK, Torre 1 Produbanco Av. Simón Bolívar S/N y Vía Nayón
Account Title	FLACSO
Account No.	02057017189
Account Currency	USD
Routing Details SWIFT/IBAN	PRODECEQ
Bank Contact Person	

Transfer of supplies/equipment by UNICEF to Partner

8.12 Supplies and equipment transferred to the Partner by UNICEF will be used exclusively for the implementation of the Programme Document, unless UNICEF agrees otherwise.

8.13 The Partner will become owner of the supplies and equipment when it receives them. In the event that UNICEF agrees to store the supplies and equipment for the Partner or hold them on the Partner's behalf, the Partner will become owner of those supplies and equipment as agreed between UNICEF and the Partner. Exceptionally, UNICEF may decide in writing that UNICEF will remain the owner of the supplies and equipment transferred to the Partner by UNICEF.

8.14 UNICEF may decide that supplies and equipment already transferred to the Partner should be deployed by the Partner for implementation of another Programme Document, or reassigned. The Partner will promptly comply with UNICEF's decision and in the latter case, the Partner agrees that, notwithstanding the provisions of paragraph 8.13 above, it must upon



written instructions by UNICEF transfer ownership of the supplies and equipment according to UNICEF's instructions.

8.15 The Partner will exercise the highest standard of care when using and administering such supplies and equipment, and the Partner will place UNICEF markings thereon in consultation with UNICEF.

8.16 Vehicles, if any, made available to the Partner by UNICEF will be transferred on loan only. Such vehicles will be provided to the Partner once the Parties sign the standard UNICEF vehicle loan agreement, a copy of which will be provided to the Partner.

9. RECORD KEEPING

9.1 The Partner agrees to maintain books and records that are accurate, complete and up-to-date.

Cash Transfer:

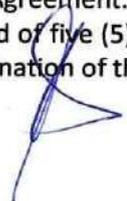
9.2 The Partner's books and records will clearly identify all Cash Transfer Installments received by the Partner as well as disbursements made by the Partner under this Agreement, including the amount of any unspent funds. Without limiting the foregoing, the Partner is required to maintain:

(a) Records showing which transactions recorded in its accounting system represent the expenditures reported for each line on the FACE forms and any income earned by the Partner in relation to Advance Payments (Direct Cash Transfers) made by UNICEF;

(b) Original documentation including bills, invoices, receipts and any other relevant documentation, which must be kept by the Partner for a period of five (5) years after the completion of the last Programme Document or the termination of this Agreement, whichever happens later. Such documentation will include but not be limited to purchase orders, suppliers' invoices, contracts, delivery notes, leases, payment vouchers, bank statements, airline tickets, gasoline coupons, payroll records, employment contracts, attendance lists, expenses claims, petty cash receipts, journal vouchers, procurement files documenting competitive and fair selection, and any other relevant supporting documentation. Unless agreed in advance with UNICEF, the Partner will ensure that all vouchers related to the utilization of Cash Transfers carry clear notation showing a reference to the Programme Document. The Partner understands that a written statement by the Partner that money has been spent is insufficient and cannot replace the original documentation to support expenditures.

Supplies/equipment:

9.3 The Partner will maintain records of supplies and equipment purchased from the Cash Transfer or transferred to the Partner in accordance with paragraphs 8.12 to 8.16 of this Agreement. Detailed inventories will be taken by the Partner and kept for a period of five (5) years after the completion of the last Programme Document or the termination of this Agreement, whichever happens later.



10. REPORTING REQUIREMENTS

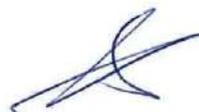
10.1 The Partner will deliver to UNICEF the reports set out below in this Section. Narrative reports will, if possible, be provided in English, French, or Spanish.

Financial reporting

10.2 Financial reporting using the FACE form:

- (a) Unless otherwise agreed between the Parties in writing, the Partner will submit FACE forms at the end of every Quarter, using the FACE form. Should a FACE form not be submitted within six (6) months from the last Quarter, UNICEF will, unless agreed otherwise, suspend any further cash transfers to the Partner, or on behalf of the Partner.
- (b) The final FACE form will be submitted no later than thirty (30) calendar days after the end of the Programme Document.
- (c) The FACE form:
 - (i) will only include expenditures that are identifiable and verifiable. (The term "identifiable" includes that the expenditures are recorded in the Partner's accounting system and that the accounting system shows which transactions represent the expenditures reported for each line on the FACE form. The term "verifiable" includes that the expenditures may be confirmed by the records in Article 9.)
 - (ii) will only include those expenditures that are directly attributable to the implementation of the activities included in the Programme Document;
 - (iii) will only include expenditures that have actually been incurred and borne by the Partner;
 - (iv) will not include any expenditures that are ineligible for Cash Transfer ("Ineligible Expenditures", as stipulated in paragraph 10.2(e) of this Article, below);
 - (v) will include the balance of any unspent funds remaining from any previous Cash Transfer Installments; and
 - (vi) will include any refunds or adjustments received by the Partner against any previous Cash Transfer Installments.
- (d) UNICEF will have access, upon request, to all documents and records that support or may be deemed to support the information contained in the FACE form.

Ineligible Expenditures:



(e) The following are Ineligible Expenditures (as determined by UNICEF in its sole discretion) and, therefore, will not be included in the FACE form:

(i) Expenditures not made for activities, or not necessary for the implementation of the activities, included in the Programme Document;

(ii) Expenditures for value added tax ("VAT") unless the Partner can reasonably demonstrate to UNICEF that it is unable to recover the VAT;

(iii) Expenditures covered by or relating to another Programme Document;

(iv) Expenditures paid or reimbursed to the Partner by another donor or entity;

(v) Expenditures in relation to which the Partner has received an in-kind contribution from another donor or entity;

(vi) Support costs for organizational capacity strengthening exceeding the rate referred to in Article 6.2 of this Agreement;

(vii) Expenditures that are not verifiable by records as provided in Article 9 of this Agreement (other than support costs for organizational capacity strengthening referred to in Article 6.2 of this Agreement);

(viii) Salaries for the Partner's employees exceeding the rates payable by UNICEF for comparable functions at the relevant duty station;

(ix) Expenditures in respect of fees for individual consultants retained by the Partner exceeding those payable by UNICEF for comparable services rendered by individual consultants;

(x) Expenditures for travel, daily subsistence and related allowances for the Partner's employees or consultants exceeding those payable by UNICEF to its staff members or consultants, as applicable;

(xi) Amounts that represent accruals of costs not expenditures actually incurred by the Partner;

(xii) Expenditures that merely represent financial transfers between administrative units or locations of the Partner, for example as payment for services provided by one administrative unit of the Partner to another;

(xiii) Expenditures that are not reasonable and justified under principles of sound financial management, in particular the principles of value for money and cost-effectiveness;

(xiv) Expenditures that relate to obligations that were entered into after the end date of the relevant Programme Document;

(xv) Debt and debt service charges;



- (xvi) Foreign exchange loss;
- (xvii) Fines or levies payable to the authorities related to timeliness of payment of VAT or custom payments required by law;
- (xviii) Expenditures tainted by fraud as defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption; and
- (xx) Questionable expenditures for which the Partner has not, in UNICEF's opinion, provided a satisfactory response;
- (xxi) Expenditures made in contravention of any of the terms of this Agreement.

10.3 All financial reporting to UNICEF will be performed by the Partner in the currency in which the Cash Transfer was made. The Partner is not required to convert transactions into United States Dollars or any other currency.

Use of FACE e-tool:

10.4 In addition to using the FACE form, the Partner may enter the information contained in the FACE form into the FACE e-tool, if requested by UNICEF.

Progress reporting

10.5 The Partner will submit to UNICEF narrative progress reports against the planned activities contained in the Programme Document, using the Programme Document Progress Report, available at www.partnerreportingportal.org. Unless otherwise agreed between the Parties in writing, these reports will be submitted at the end of every Quarter. The final report will be submitted no later than thirty (30) calendar days after the end of the Programme and will be provided together with the FACE form.

Additional reporting

10.6 Additional reporting requirements will be specified in the Programme Document. The Partner will provide ad hoc reporting as may be requested by UNICEF from time to time. UNICEF will make every reasonable effort to minimize ad hoc reporting requests.

11. ACTIONS UPON COMPLETION OF ACTIVITIES UNDER A PROGRAMME DOCUMENT

11.1 For each Programme Document:

- (a) Upon completion of the Partner's activities under such Programme Document, the Partner will refund to UNICEF the unspent balances of all Cash Transfers under that Programme Document (which will be reported on the final FACE form submitted by the Partner) and all other amounts of money it is not entitled to.



- (b) Upon completion of the Partner's activities under such Programme Document, the Partner will return to UNICEF all unused supplies and equipment provided by UNICEF as inputs for programme implementation but not used.
- (c) Such refunds and returns will be effected no later than ninety (90) calendar days after the end date of such Programme Document or the effective date activities have ceased, whichever occurred earlier.

11.2 Upon winding up of the Partner's activities under a Programme Document, the Parties will consult as to the disposition of all non-expendable equipment provided by UNICEF or acquired from the Cash Transfer (or, insofar as the Direct Payment modality was used, on behalf of the Partner) with regard to that Programme Document. UNICEF may decide that such non-expendable equipment will be transferred for other use. In that case, the Partner will, upon written instructions by UNICEF, transfer ownership of such property accordingly.

12. PRIVILEGES AND IMMUNITIES; RESOLUTION OF DISPUTES

12.1 In accordance with Article 18 of the General Terms and Conditions for Programme Cooperation Agreements, nothing in or relating to this Agreement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNICEF.

12.2 The Parties will use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Agreement or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law ("UNCITRAL") then in force, or according to such other procedure as may be agreed between the Parties in writing.

12.3 Any dispute, controversy, or claim between the Parties arising out of this Agreement which is not solved within ninety (90) days after one Party receives a request from the other Party for amicable settlement, can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest will be simple interest only. Should LIBOR no longer be available, the United States Federal Reserve Bank of New York's Secured Overnight Financing Rate (SOFR) then prevailing shall be used, and any such interest shall be simple interest only. In light of the privileges and immunities of UNICEF, references in the UNCITRAL Arbitration Rules to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the "seat" or "juridical seat" or "juridical place" for such proceedings. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

13. FINAL PROVISIONS

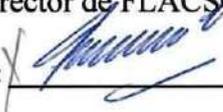
13.1 This Agreement will enter into force on the date it is signed by both Parties. It will expire on the last day of the Programme, unless terminated earlier in accordance with Article 13 of the General Terms and Conditions for Programme Cooperation Agreements.

IN WITNESS WHEREOF, the undersigned, duly authorized by the respective Parties, have signed this Agreement.

For the Partner:

Name: Felipe Burbano de Lara

Title: Director de FLACSO

Signature:  _____

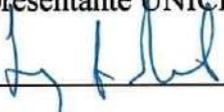
Date:

Email: fburbano@flacso.edu.ec

For the United Nations Children's Fund:

Name: Luz Ángela Melo

Title: Representante UNICEF Ecuador

Signature:  _____

Date:

Email: lmelo@unicef.org

PCA Ref. #: ECU/PCA202371



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

1. **LEGAL STATUS:** The Partner will be considered as having the legal status of an independent contractor *vis-à-vis* UNICEF. The Partner's employees, personnel and sub-contractors will not be considered in any respect as being the employees or agents of UNICEF.
2. **ASSIGNMENT:** The Partner will not assign, transfer, pledge or make other disposition of this Agreement or any parts thereof or any of the Partner's rights, claims or obligations under this Agreement except with the prior written consent of UNICEF.
3. **SUBCONTRACTING:** The Partner may not use the services of subcontractors unless permission is granted in advance by UNICEF in writing in any particular case. If UNICEF approves a particular subcontracting of services, the Partner will ensure that its subcontractors do not use further tiers of subcontractors, including sub-subcontractors, unless UNICEF has given prior written permission in each particular case. The use by the Partner of any subcontractors, or of further tiers of subcontractors, will not relieve the Partner of any of its obligations under this Agreement. The terms of any subcontract, sub-subcontract and so forth will be subject to, conform to and give full effect to the provisions of this Agreement. In particular, the Partner will ensure that any subcontract or further tiers of subcontracts include provisions substantially the same as Article 4.
4. **ETHICAL STANDARDS**
 - 4.1 **Partner Declaration:** UNICEF requires a duly authorized officer of the Partner to complete and sign a Partner Declaration prior to signing this Agreement. The Partner Declaration is an integral part of this Agreement and is incorporated into this Agreement by reference. The Partner understands that the representations and declarations in the Partner Declaration are essential for UNICEF entering into this Agreement. UNICEF has the right to terminate this Agreement with immediate effect if it becomes aware of any misrepresentations or omissions by the Partner in the Declaration. The Partner will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the representations and declarations provided in the Partner Declaration.
 - 4.2 **Partner's Responsibility for Employees, Personnel and Subcontractors:** The Partner will be responsible for the professional and technical competence of its employees, personnel and subcontractors and will select, for work under this Agreement, reliable persons and entities who will perform effectively in the implementation of this Agreement, respect the local laws and customs, and conform to a high standard of moral and ethical conduct, which includes safeguarding. Before selection, employees and other personnel and subcontractors' personnel will be asked if they have been dismissed from a previous employer for misconduct, or left while being investigated for misconduct and were never cleared. Appropriate reference or background checks will also be conducted. The Partner will disclose whether it has any dismissed any individuals for safeguarding violations or sexual exploitation and abuse in the last 5 years, and whether any are still working at the Partner and proposed to work under the Agreement. At any time during the term of the Agreement, UNICEF can make a written request that the Partner replace one or more of the assigned employees or



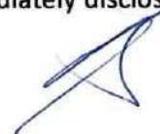
other personnel or subcontractors' personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF's request, the Partner must replace the individual in question with an individual acceptable to UNICEF.

4.3 Officials not to Benefit; Restrictions on Hiring UNICEF Personnel; Conflict of Interest:

- a. The Partner represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Partner, or will be offered by or on behalf of the Partner, any direct or indirect benefit in connection with this Agreement, including the award of this Agreement to the Partner. Such direct and indirect benefit includes, but is not limited to, any gifts, favours or hospitality. The Partner agrees that breach of this provision is a breach of an essential term of this Agreement.
- b. The Partner 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 Partner may not employ 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 Partner'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, directly or indirectly on behalf of the Partner, communicate with UNICEF, or present to UNICEF, on behalf of the Partner on any matters that were within such former official's responsibilities while at UNICEF.
- c. The Partner further represents and warrants that, in respect of all aspects of the Agreement (including the entering into the Agreement by UNICEF and the selection and awarding of subcontracts by the Partner), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

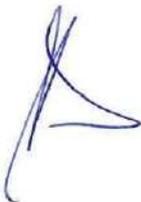
4.4 Combatting Fraud, Money Laundering and Financing of Terrorism:

- a. The Partner will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Agreement; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption, available at <https://www.unicef.org/supply/documents/unicefs-policy-prohibiting-and-combatting-fraud-and-corruption> or such other URL as may be decided from time to time by UNICEF. In particular, the Partner will not engage, and will ensure that its personnel, agents and subcontractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption and set out below.
- b. The Partner represents and warrants that neither it nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Partner will immediately disclose to UNICEF if it



or any of its affiliates or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Agreement.

- c. Consistent with United Nations Security Council resolutions relating to terrorism and in particular the financing of terrorism, the Parties will seek to ensure that resources or any other support received under the Agreement, whether in cash or in-kind contributions, are not used, directly or indirectly, to provide support to terrorism or money-laundering. The Partner 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 the Partner: (a) are not used, directly or indirectly, to provide support to individuals or entities, or transferred by the Partner to any individual or entity, on the UN Security Council Consolidated List available at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list> or any other applicable lists as notified by UNICEF from time to time; and (b) are not used in any other manner that is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. The Partner and its employees, personnel, and subcontractors undertake to comply with the applicable provisions of UNICEF's Anti-Money Laundering and Countering the Financing of Terrorism (AML/CFT) Policy.
- d. The Partner agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive conduct arising in relation to this Agreement, of which the Partner has been informed or has otherwise become aware, promptly to the attention of the UNICEF head of office or the UNICEF Director, Office of Internal Audit and Investigation (integrity1@unicef.org). For purposes of this Agreement, the following definitions will 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.



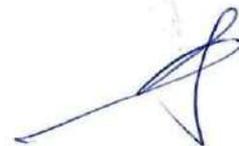
4.5 **Safeguarding, including Protection of Sexual Exploitation and Abuse:**

a. In this Agreement the following definitions are used:

- (i) "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;
- (ii) "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;
- (iii) "child" means any person less than eighteen (18) years of age, regardless of any laws relating to consent or when one legally becomes an adult.
- (iv) "safeguarding" is the reduction of risks of harm arising from a party's work, employees or other personnel, or subcontractors.
- (v) "safeguarding violation" is a conduct by a party's employees, personnel or subcontractors that actually or likely causes significant harm to a person, including any kind of physical, emotional or sexual abuse, neglect or exploitation.

b. In addition, in this Agreement:

- (i) Any sexual acts involving a person who cannot consent or is not consenting at the time, will be sexual abuse.
- (ii) Sexual activity with a child will always be sexual abuse, even if there is a mistake about the age of the child, or the person is married to the child.
- (iii) Demanding, giving, offering or receiving anything (money, employment, goods, services, or other things of value) for sexual touching or sexual activities with anyone will be sexual exploitation. This includes paying or offering money for sex with a prostitute.
- (iv) Anyone who might affect who gets goods or services must not have sex with anyone who may get that help. It will be sexual exploitation.
- (v) Exploitative labor is a safeguarding violation. This means workers must be allowed to freely associate and collectively bargain. Workers must not be forced or compelled to work. Workers must not be subject to discrimination. Workers must be given a safe and healthy working environment.
- (vi) Child labor is a safeguarding violation. This means no child under 14 will work under the Agreement. Further, any child working must be above the age the law requires for mandatory school and the minimum age for work.



- c. Policies. The Partner has read (a) 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>; and (b) UNICEF’s policies related to safeguarding, available at <https://www.unicef.org/supply/documents/safeguarding-policy> (or another URL given to the Partner). The Partner will either adopt its own policy/policies that are at least as stringent as these policies, or apply these policies. The Partner will require subcontractors to do the same. The Partner will also have a policy that makes it a misconduct to retaliate against anyone for reporting or cooperating in an investigation of safeguarding violations, including sexual exploitation and abuse. The Partner shall require its employees and other personnel and persons working for subcontractors to agree to a code of conduct that covers behavior in these policies.
- d. Prevention. The Partner will take all appropriate measures to have its employees and other personnel and subcontractors demonstrate behaviour that proactively safeguards, including protecting from sexual exploitation and abuse. The Partner must ensure employees and other personnel and subcontractors have an understanding of their obligations and: (i) what is safeguarding in programming, the importance of risk assessments of planned activities, events, and interventions to plan mitigation measures, and reflect those in relevant Programme Documents; (ii) of the kinds of safeguarding concerns, and definitions of safeguarding violations and sexual exploitation and sexual abuse; (iii) why any unsafe or prohibited behavior as outlined in UNICEF Safeguarding Policy, including any form of sexual exploitation and abuse, is unacceptable, as it harms people and destroys trust in the work; (iv) the need to properly supervise children and workers; (v) the requirements in this Agreement to promptly report to UNICEF safeguarding violations, sexual exploitation and sexual abuse; (vi) how other safeguarding concerns should be raised by employees or other personnel or subcontractors at the Partner, and addressed in consultation with UNICEF; and (vii) the requirements in this Agreement to facilitate victim assistance. To gain this understanding, the Partner will, among other things, ensure that its employees, personnel or subcontractors successfully complete and renew appropriate training.
- e. Reporting of allegations to UNICEF. The Partner will promptly and confidentially, in a manner that assures the safety of all involved, report allegations of safeguarding violations, including but not limited to sexual exploitation and abuse, arising from this Agreement, of which the Partner has been informed or has otherwise become aware, to (i) the UNICEF head of office, or (ii) the UNICEF Director Office of Internal Audit and Investigation (integrity1@unicef.org), or (iii) other reporting channels established locally by UNICEF Country Offices and communicated to the Partner. This obligation survives the expiry or termination of the Agreement, with respect to incidents occurring during the term of this Agreement.
- f. Assistance. Alleged victims of safeguarding concerns, including sexual exploitation and abuse, will be promptly informed of and referred to available professional assistance, according to their consent and in coordination with UNICEF. This obligation survives the expiry or termination of the Agreement, with respect to incidents occurring during the term of this Agreement.

g. **Investigation.** The Partner will properly and without delay investigate allegations of safeguarding violations, including sexual exploitation and abuse, by the Partner's employees, personnel, or subcontractors. The Partner will keep UNICEF informed during the conduct of the investigation, without prejudice to the due process rights of any persons concerned. UNICEF may require the Partner to suspend any individual from work under this Agreement while under investigation. Following the conclusion of the investigation by the Partner, the Partner will promptly provide reports on the outcome of the investigation, including any relevant details relating to the alleged offender, to the extent legally possible. Upon request, the Partner will 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 Partner under the first sentence of this Article 4.5(g) to conduct an investigation will 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, the Partner will 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. These obligations will survive the expiry or termination of this Agreement, with respect to incidents occurring during the term of this Agreement. The Partner will provide information to UNICEF about any action it has taken in response to the incident to meet safeguarding standards and reduce the chance of similar concerns in the future. It is understood that UNICEF expects that safeguarding concerns and violations will always be addressed. It is further understood that any investigation conducted by the Partner under this clause will be without prejudice to the right of UNICEF under Article 15.3 to conduct investigations.

4.6 **Ethical Standards in Evidence Generation:** For any research, evaluations and data collection and analysis involving human subjects or analyzing sensitive secondary data, the Partner must comply with the current version of the UNICEF Procedure on Ethical Standards in Research, Evaluation, Data Collection and Analysis or equivalent, where applicable, including any requirement for an independent ethics review of the proposed work.

4.7 **Safeguarding in Communications and Other Specialized Standards.** If the programme activities under a Programme Document involve the generation of imagery, media/press contacts, online platforms or other safeguarding concerns, UNICEF may require the Partner to comply with further procedures or standards addressing those risks as set out in the Programme Document.

5. RESPONSIBILITY FOR CLAIMS AND INDEMNIFICATION:

5.1 UNICEF will not accept any liability for claims arising out of the activities performed by the Partner under this Agreement, or any claims for death, bodily injury, disability, and damage to property or other hazards that may be suffered by the Partner's employees and personnel as a result of their work pertaining to the Programme. The Partner will be responsible for administering all claims brought against it by its employees and personnel. The Partner will also be fully responsible for adequate medical and life insurance for its employees and personnel, as well as insurance coverage for service-incurred illness, disability or death.



5.2 The Partner will indemnify, hold and save harmless, and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Partner, or its employees, officers, agents or subcontractors, in the performance of this Agreement. This provision will extend to but not be limited to (a) claims and liability in the nature of workmen's compensation, (b) product liability, and (c) any liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under this Agreement or used by the Partner, its employees, officers, agents, or subcontractors in the implementation of this Agreement. The obligations under this Article do not lapse upon termination of this Agreement.

6. **ENCUMBRANCES/LIENS:** The Partner will 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 the Partner.

7. **INTELLECTUAL PROPERTY:**

7.1 With respect to each Programme under this Agreement, the following provisions will apply, unless a specific amendment is made in writing for that Programme in accordance with Section 20 that expressly references this Section 7.

7.2 Subject to paragraph 7.3 below, UNICEF will be entitled to all intellectual property and other proprietary rights with regard to analyses, reports, processes, software, data, tools, documents and other materials, including any deliverables (collectively, the "Programme Materials"), which the Partner develops, produces, prepares or collects during the implementation of the Programme. The Partner will take all necessary steps, execute all necessary documents and generally assist in securing such intellectual property and other proprietary rights and transferring or licensing them to UNICEF in compliance with the requirements of applicable law and of this Agreement.

7.3 Neither Party will be entitled to any intellectual property or other proprietary rights of the other Party that pre-existed the implementation of the Programme, or were or are developed or acquired independently of the implementation of the Programme ("Background IP"). To the extent that the Partner's Background IP is incorporated into the Programme Materials, the Partner grants to UNICEF the non-exclusive, royalty free, worldwide, perpetual, transferable and sub-licensable license to use, reproduce and adapt such pre-existing intellectual property for non-commercial purposes.

7.4 The Parties may use intellectual property licensed from third parties ("Third Party IP") to assist in the development of the Programme Materials. If such Third Party IP is incorporated into or otherwise essential for the use of the Programme Materials, this will be reflected in the Programme Document, including any conditions or restrictions on use of such Third Party IP. The Parties will comply with such conditions and restrictions, including the relevant license terms on which the Third Party IP is made available to the Parties.



7.5 Subject to the foregoing paragraphs 7.1-7.4, the Programme Materials will be made available for use or inspection by UNICEF at reasonable times and in reasonable places, will be treated as confidential, and will be delivered only to UNICEF authorized officials upon completion of the activities under a Programme.

8. CONFIDENTIALITY:

8.1 The Partner will respect the confidentiality of all information that UNICEF advises the Partner is confidential, and will treat it no less confidentially than the Partner's most confidential information. The Partner will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Partner's confidentiality obligations in this Article 8 as they apply to UNICEF's confidential information.

8.2 When the Partner is required to disclose UNICEF's confidential information by law, the Partner will 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 or such other actions as may be appropriate prior to any disclosure being made.

8.3 The obligations of non-disclosure set forth above will not apply to information received by the Partner to the extent that such information: (a) was previously known to the Partner; (b) thereafter becomes, through no fault of the Partner, generally available to the public; (c) was received by the Partner from a third party not under an obligation of confidentiality to UNICEF; or (d) was developed by the Partner independent of any non-disclosure obligations under this Agreement.

8.4 The obligations under this Article do not lapse upon termination of this Agreement.

9. DATA PROTECTION AND SECURITY:

9.1 The Partner confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, use, storage, processing, retention and destruction of data received by or collected by the Partner in the performance of its obligations under this Agreement. With respect to each Programme, the Partner agrees to comply with any additional data protection and security measures for the processing of data notified by UNICEF for such Programme. The Partner will only use such data in order to implement the respective Programme Document. The Partner will 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 and will use all reasonable measures to mitigate such destruction, loss, alteration, disclosure or access.

9.2 With respect to each Programme, where collection, access, use and processing of Personal Data is part of the responsibilities of the Partner under a Programme Document, the Partner must sign UNICEF's Data Processing Agreement as a supplemental agreement to such Programme Document prior to the start of any



collection, access, use and processing of such Personal Data. "Personal Data" means any information relating to an identified or identifiable individual.

10. **USE OF UNICEF'S AND THE PARTNER'S NAME, LOGO AND EMBLEM; VISIBILITY:** Except as otherwise provided in this Agreement, 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 the general public, the Partner will provide visibility and fully identify and acknowledge the support of UNICEF, in alignment with the current UNICEF Brand guidelines. At UNICEF's request, the Partner will also provide visibility, as specified by UNICEF, to UNICEF's donors that are contributing funds for the Agreement. Where such visibility would jeopardize the safety and security of the Partner's staff, the Partner will communicate this information to UNICEF and propose appropriate alternative arrangements.

11. **COMMITMENT TO TRANSPARENCY.** UNICEF and the Partner acknowledge their shared commitment to transparency. In this regard, each Party may include references to this Agreement and to their respective contributions to the implementation of this Agreement in their public reports and in other materials in accordance with their respective regulations, rules, policies and practices. UNICEF may disclose information about the Partner pursuant to its policies, regulations, rules and procedures and resolutions or regulations of UNICEF's governing bodies; this includes public disclosure by UNICEF of the Partner's name, the cash transfer amount from UNICEF to the Partner, location, purpose and title of the Programme interventions. UNICEF may disclose to other UN entities (i) the identities of individuals the Partner has dismissed or removed for safeguarding violations, including sexual exploitation and abuse; and (ii) the name of the Partner if this Agreement is suspended or terminated, for failure to adequately safeguard or protect against sexual exploitation and abuse. UNICEF may also disclose publicly non-personal data about allegations of safeguarding violations, including sexual exploitation and abuse.

12. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

12.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure (as defined below)*, the Partner will give notice and full particulars in writing to UNICEF, of such occurrence or change if the Partner is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The Partner will 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 will take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Partner of a reasonable extension of time in which to perform its obligations under this Agreement.

12.2 If the Partner 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 will have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article 13, except that the period of notice will be seven (7) days instead of thirty (30) days.



- 12.3 *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.
- 12.4 The Partner acknowledges and agrees that, with respect to any obligations under this Agreement that the Partner 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 will not, in and of itself, constitute *force majeure*.

13. SUSPENSION AND TERMINATION:

- 13.1 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, including under 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.
- 13.2 UNICEF may also suspend or terminate, in its sole discretion, this Agreement and any other agreements between UNICEF and the Partner with immediate effect upon written notice to the Partner in each of the following situations:
- (a) implementation of any Programme Document has not commenced within a reasonable time;
 - (b) if UNICEF becomes aware of any incident or report that is inconsistent with, or the Partner breaches any of the provisions provided in Article 4 or the equivalent provisions of any other agreement between UNICEF and the Partner; or (ii) the Partner or any of its affiliates, or personnel or directors becomes subject to any sanction or temporary suspension described in Article 4.4(b) during the term of this Agreement.
 - (c) the Partner breaches any of the provisions of Article 8 (Confidentiality) and Article 9 (Data Protection and Security);
 - (d) UNICEF's mandate applicable to the performance of the Agreement or UNICEF's funding applicable to the Agreement is decreased, curtailed or terminated (whether in whole or part); or
 - (e) the Partner (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is



declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Partner, (v) offers a settlement in lieu of bankruptcy or receivership; or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Partner to perform any of its obligations under this Agreement. The Partner will immediately inform UNICEF of the occurrence of any of the events described in this paragraph (e).

- 13.3 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. In the case of suspension, if the Partner takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Partner and the Agreement and all other affected agreements will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Partner, UNICEF may at any time, exercise its right to terminate the Agreement and any other agreement between UNICEF and the Partner. Any suspension or termination under this Article 13 will be without any liability for termination or other charges or any other liability of any kind.
- 13.4 Immediately upon sending or receiving a notice of termination UNICEF will cease disbursement of any funds under this Agreement and the Partner will not make any forward commitments, financial or otherwise, in connection with this Agreement.
- 13.5 On termination of this Agreement pursuant to this Article 13, the Partner will (a) transfer either to UNICEF or in accordance with UNICEF's instructions the unexpended balance of the Cash Transfer held by the Partner and the unused supplies and equipment provided by UNICEF under this Agreement and any non-expendable equipment provided by UNICEF under this Agreement or purchased by the Partner using funds provided by UNICEF under this Agreement, and (b) transfer to UNICEF all intellectual and other propriety rights to the Programme Materials, including in the case of early termination, any data collected and work-in progress, and (c) return to UNICEF all of UNICEF's confidential information.
- 13.6 If UNICEF exercises its right to terminate this Agreement, UNICEF will have the right to require the Partner to repay to UNICEF such amount of money, up to the total amount paid to the Partner by UNICEF prior to the date of the notice of termination, as UNICEF will determine. It is understood that expenditures incurred by the Partner 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 the Partner will be made promptly upon receipt of UNICEF's notice to pay.
- 13.7 If UNICEF exercises its right to terminate this Agreement and decides that the Programme is to be implemented by another organization or programming modality, the Partner will promptly provide full cooperation to UNICEF in the orderly transfer of all unused supplies and equipment provided to the Partner by UNICEF and the provisions of Article 13.5 above will apply.

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13.8 The suspension or termination of a Programme Document in accordance with this Section 13 will be without prejudice to the Programme Cooperation Agreement and other Programme Documents under this Agreement which will continue in effect, unless the Programme Cooperation Agreement and other Programme Documents are explicitly suspended or terminated together with a Programme Document. The suspension or termination of the Programme Cooperation Agreement will automatically suspend or terminate all Programme Documents issued thereunder, unless otherwise stated in the suspension or termination notice.

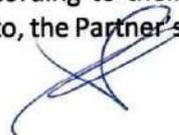
14. **EVALUATION:** The evaluation of the activities performed under this Agreement will be subject to the provisions of the UNICEF Evaluation Policy as from time to time approved or amended by UNICEF's Executive Board.

15. ASSURANCE ACTIVITIES AND INVESTIGATIONS:

15.1 Audit:

- a. At the request of and at such times as determined solely by UNICEF, the Partner 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 the Partner).
- b. Audits as provided under paragraph (a) of this Article will be conducted by individual or corporate auditors to be designated by UNICEF, such as, for example, an audit or accounting firm. The Partner will provide its full and timely cooperation with any audits. Such cooperation will include, but will not be limited to, the Partner'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 the Partner's premises and/or sites of programme implementation at reasonable times and on reasonable conditions in connection with such access to the Partner's personnel and relevant documentation and records. The Partner will require its agents, including, but not limited to, the Partner'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 the Partner without delay.

15.2 **Spot checks and programmatic visits:** The Partner 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. The Partner will provide its full and timely cooperation with any such spot checks or programmatic visits, which will include the Partner'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 the Partner's premises and/or sites of programme implementation at reasonable times and on reasonable conditions, including engagement with programme participants according to their consent. The Partner will require its agents, including, but not limited to, the Partner'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 **Investigations:** The Partner 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 Partner relating to performance of this Agreement. The right of UNICEF to conduct investigations will not lapse upon expiration or prior termination of this Agreement. The Partner will provide its full and timely cooperation with any such investigations. Such cooperation will include, but will not be limited to, the Partner'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 Partner's premises and/or sites of programme implementation at reasonable times and on reasonable conditions. The Partner will require its agents, including, but not limited to, the Partner'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.
- 15.4 The Partner consents to the public disclosure by UNICEF of assurance activity reports and investigation reports to third parties, when deemed necessary by UNICEF and consistent with UNICEF's legal and policy framework.
16. **ASSESSMENTS:** The Partner agrees that UNICEF may from time to time conduct assessments of the Partner, including the Partner's capacity to perform its obligations as an implementing partner in a manner satisfactory to UNICEF, the Partner's capacity to prevent and respond to safeguarding violations, including sexual exploitation and abuse, 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 Partner. The Partner will provide its full and timely cooperation with any assessments. Such cooperation will include, but will not be limited to, the Partner'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 Partner's premises at reasonable times and on reasonable conditions. The Partner will require its agents, including, but not limited to, the Partner'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. The Partner consents to the public disclosure by UNICEF of the assessments referred to in this Article 16, expect that it is understood that assessment reports of the Partner's capacity to prevent and respond to safeguarding violations, including sexual exploitation and abuse, will only be shared within the UN.
17. **REFUNDS/OFFSETS:** UNICEF will be entitled to a refund from the Partner or to make an offset against any amounts payable to the Partner for any amounts paid by UNICEF or used by the Partner 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 the Partner as a result of the Partner 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 4.4d.); for any unspent amounts; for any amounts transferred by UNICEF to the Partner 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. The Partner will make payment of such refund promptly upon receiving from UNICEF a written request for such refund.

18. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Agreement will 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:** The Partner will 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 will 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 the Partner.

A handwritten signature or mark in blue ink, consisting of several overlapping lines that form a stylized, abstract shape, possibly representing a name or initials.