

Bratislava, 08.11.2023

Ref.No.: SLO/2023/042

City of Prešov
Hlavná 73,
080 01 Prešov,
Slovak

Republic

Subject: Letters of exchange for the provision of support related to emergency refugee response in the Slovak Republic

Dear Sir,

Within the Memorandum of Understanding agreed with the City of Prešov dated 1.3.2023 (Annex I) and building on the initial Letter of Exchange for the period of 1.7.2023 - 15.9.2023 in the amount € 10,000 (Annex II), I am pleased to confirm UNICEF's agreement to support the implementation of activities related to the emergency refugee response in the Slovak Republic in the amount of € 277,562.55 for the period from 16.9.2023 to 30.6.2024.

The funds are intended to support and strengthen the Slovak Republic in responding to needs of refugee children and children of host communities to ensure access to adequate cross sectoral services. Activities listed within this exchange of letters are aligned with UNICEF's Core Commitments for Children in Humanitarian Action as well as Refugee Response Plan for 2023 and 2024.

The partnership is continuation to the realization of outputs and set targets as per attached joint workplan in Annex III. The City of Prešov is entitled to transfer the funds by form of subsidy to the third parties, the partner organizations as explicitly identified in the Annex III.

The funds will be transferred to support the following activities:

1. Evidence based programming and effective coordination – 37,700 €.
2. Strengthening the capacities of the municipality in effective refugee response based on children and women rights approach - 4,734 €
3. Access of refugee children and adolescent to formal and non-formal learning opportunities enhanced – 44,685.80 €
4. Strengthening the capacities of the schools in provision of quality inclusive education - 24,540 €
5. Provision of and coordination of protective services – 74,000 €
6. Participation platforms and opportunities for social cohesion and integration of children, young people and their families from Ukraine are strengthened – 50,000 €
7. Communication resources and feedback mechanisms are established to provide timely information, referral for Ukraine refugees and enhance service provision – 2,260 €
8. Effective and efficient management and implementation – 39,642.75 €

The Direct Cash Transfer shall be made by UNICEF in Euro to the following bank account of the City of Prešov.

Bank name: Československá obchodná banka, a.s
Bank address: Michalská 18,81563 Bratislava, Slovak Republic
BIC/SWIFT*: CEKOSKBX

Beneficiary's account number IBAN: SK59 7500 0000 0040 3240 0728

Beneficiary's account name: Mesto Prešov

Beneficiary's account address: Hlavná 73, 080 01 Prešov, Slovak Republic

Bank contact person: N/A

City of Prešov in Slovak Republic authorizes the following officials certify / approve financial transactions:

Name: František Ol'ha

Title: Ing.

Email: primator@presov.sk

Sample signature: _____

UNICEF cash transfers are governed under the UN Sustainable Development Group's Harmonized Approach to Cash Transfers (HACT) framework. Under the HACT framework, the City of Prešov shall submit to UNICEF the following reports as part of quality assurance and effective monitoring of implementation:

- a) Quarterly request for cash transfers through the Funding Authorization and Certificate of Expenditure (FACE) form for implementation of activities according to agreed workplan
- b) Monthly progress reports
- c) Quarterly fund utilization report, together with the request for the next instalment, after following the completion of agreed activities
- d) Final fund utilization report and final narrative report within one month upon completion of the Programme.

This Letter is originally signed in four (4) copies, two in English and two in Slovak. Both Parties shall keep the original signed copy of the Letter.

Please confirm your agreement, on behalf of the City of Prešov in Slovak Republic, by signing, dating and returning to us the enclosed copy of this Letter.

Sincerely,

United Nations Children's Fund

Agreed on behalf of City of Prešov

Michaela Bauer

František Ol'ha

Emergency Coordinator
UNICEF Slovakia Ukraine Refugee Response

Mayor of City of Prešov

Annex I: Memorandum of Understanding dated 1.3.2023

Annex II: Letter of Exchange dated 21.7.2023

Annex III: Workplan and the budget

Annex IV: UNICEF standard terms and conditions

SLO/2023/023
Bratislava, 21 July 2023

City of Prešov
Hlavná 73
080 01 Prešov
Slovak Republic

Letters of exchange for the provision of support related to emergency refugee response in the Slovak Republic

Dear Sir,

Within the Memorandum of Understanding agreed with the City of Prešov dated 1.3.2023, I am pleased to confirm UNICEF's agreement to support the implementation of activities related to the emergency refugee response in the Slovak Republic in the amount of 10,000 € for the period from 1.7.2023 to 15.9.2023.

The funds are intended to support and strengthen the Slovak Republic in responding to needs of refugee children and children of host communities to ensure access to adequate cross sectoral services. Activities listed within this exchange of letters are aligned with UNICEF's Core Commitments for Children in Humanitarian Action as well as Refugee Response Plan for 2023.

The partnership is expected to contribute to the realization of outputs and set targets as per attached joint workplan in Annex 1. The City of Prešov is entitled to transfer the funds by form of subsidy to the third parties, the partner organizations as explicitly identified in the Annex 1

The funds will be transferred to support the following activity:

1. Improving the access of refugee pupils to inclusive and quality education and non-formal learning opportunities through summer schools and summer camps – 10,000 €.

The Direct Cash Transfer, other than Direct Payments, shall be made by UNICEF in Euro to the following bank account of the City of Prešov.

Bank name: Československá obchodná banka, a.s
Bank address: Michalská 18, 81563 Bratislava, Slovak Republic
BIC/SWIFT*: CEKOSKBX

Beneficiary's account number IBAN: SK12 7500 0000 0040 0854 9274
Beneficiary's account name: Mesto Prešov
Beneficiary's account address: Hlavná 73, 080 01 Prešov, Slovak Republic
Bank contact person: N/A

City of Prešov in Slovak Republic authorizes the following officials certify / approve financial transactions:

Name: František Ol'ha

Title: Mayor, City of Prešov

Email: primator@presov.sk

Sample signature: _____

UNICEF cash transfers are governed under the UN Sustainable Development Group's Harmonized Approach to Cash Transfers (HACT) framework. Under the HACT framework, the City of Prešov shall submit to UNICEF the following reports as part of quality assurance and effective monitoring of implementation:

- a) Quarterly request for cash transfers through the Funding Authorization and Certificate of Expenditure (FACE) form for implementation of activities according to agreed workplan
- b) Monthly progress reports
- c) Quarterly fund utilization report, together with the request for the next instalment, after following the completion of agreed activities
- d) Final fund utilization report and final narrative report within one month upon completion of the Programme.

This Letter is originally signed in four (4) copies, two in English and two in Slovak. Both Parties shall keep the original signed copy of the Letter.

Please confirm your agreement, on behalf of the City of Prešov in Slovak Republic, by signing, dating and returning to us the enclosed copy of this Letter.

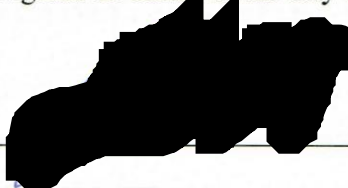
Sincerely,

United Nations Children's Fund



Teona Aslanishvili
as OIC for Michaela Bauer, Emergency Coordinator
UNICEF Slovakia – Ukraine Refugee Response

Agreed on behalf of the City of Prešov



František Ol'ha
Mayor
City of Prešov

Annex I: Workplan and the budget

Annex II: UNICEF standard terms and conditions

MEMORANDUM O POROZUMENÍ

medzi

**Detský fond OSN
(UNICEF)**

a

Mesto Prešov

PREAMBULA

Toto memorandum o porozumení sa uzatvára medzi

detským fondom OSN (ďalej len „UNICEF“), medzinárodnou a medzivládnu organizáciou založenou Valným zhromaždením Organizácie Spojených národov, s kanceláriou v Bratislave, zastúpenou pani Michaelou Bauer, národnou koordinátorkou v oblasti reakcie na ukrajinskú utečeneckú krízu pre UNICEF Slovensko.

a

mestom Prešov, Hlavná 73, 080 Prešov, zastúpeným pánom Františkom Ol'hom, primátorom mesta Prešov.

Článok 1.

Toto Memorandum o porozumení odzrkadľuje dohodu dosiahnutú medzi oboma stranami o reagovaní na naliehavé potreby detí a rodín utečencov v Slovenskej republike (ďalej len: Program).

Článok 2.

V súvislosti so základnými záväzkami UNICEF pre deti v humanitárnej činnosti, ktoré načrtávajú politiku a rámec UNICEF na dodržiavanie práv detí zasiahnutými humanitárnymi krízami, UNICEF bude podporovať národné a miestne orgány v ich primárnej zodpovednosti za reakciu na krízu, poskytovať pomoc zasiahnutým deťom a rodinám, pomáhať v práci humanitárnym subjektom a zabezpečovať mobilizáciu domácich a medzinárodných zdrojov prostredníctvom svojej technickej expertízy, koordinácie a advokácie. UNICEF sa pritom pri svojich operáciách zaviazal dodržiavať tieto ľudské princípy: ľudskosť, nestrannosť, neutralita a nezávislosť.

Článok 3.

Mesto Prešov a UNICEF budú pracovať spoločne v rámci partnerstva s cieľom zabezpečiť, aby deti utečencov a deti z hostiteľských komunít mali prístup k integrovaným, multidisciplinárnym a primerane financovaným komunitným a rodinným službám zameraným na ochranu,

zdravotnej starostlivosti, vzdelávaníu a starostlivosti v ranom detstve, prístup k vzdelaniu, výžive, bezpečnému ubytovaniu, sociálnej ochrane a sociálnym transferom, kritickým zásobám, prístup k primeraným hygienickým zariadeniam.

Článok 4.

Mesto Prešov bude úzko spolupracovať s UNICEF na umožnení dostupnosti a prístupnosti programov a služieb pre deti v meste Prešov.

Článok 5.

UNICEF môže vybrať ďalších implementačných partnerov, a/alebo subdodávateľov a/alebo konzultantov na realizáciu dohodnutých činností v súlade s pravidlami UNICEF. Projektové vedenie a výdavky sa riadia predpismi, pravidlami, politikami a postupmi UNICEF, v súlade so Všeobecnými podmienkami zmluvy a/alebo Zmluvy o spolupráci na projekte podpísanej UNICEF s implementačnými partnermi.

Článok 6.

Všetky podujatia, komunikačné materiály a ďalšie relevantné externe orientované aktivity budú koordinované a odsúhlasené zodpovednými kontaktnými miestami mesta Prešov a UNICEF. Dôvodom je preukázať zodpovednosť, ako aj informovať kľúčové publikum o pokroku a dosiahnutých výsledkoch, ako aj o poučeníach, ktoré z toho vyplynuli.

Článok 7.

Na vybudovanie dôvery v dostupné služby u dotknutej populácie, bude partnerský príspevok vždy viditeľný a komunikovaný. Používanie loga UNICEF a darcov by malo byť v súlade s pokynmi na používanie značky a malo by podliehať schváleniu kontaktného miesta UNICEF pre komunikáciu.

Článok 8.

Spolupráca definovaná týmto Memorandom o porozumení nadobúda účinnosť dňom podpisu Memoranda a končí ukončením všetkých aktivít súvisiacich s Programom. Obe strany sa dohodli, že aj po ukončení Programu budú naďalej skúmať možnosti ďalšej spolupráce s cieľom

zlepšiť, rozvíjať a zabezpečiť kvalitné a dostupné služby a programy pre deti a ich rodiny, s osobitným dôrazom na zraniteľné skupiny detí a rodín.

Článok 9.

Monitorovanie realizácie aktivít sa bude vykonávať prostredníctvom pravidelnej práce implementačných partnerov a pracovníkov UNICEF na základe dohodnutého rámca monitorovania a hodnotenia. Mesto Prešov podporí UNICEF pri zbere relevantných údajov na zabezpečenie presného podávania správ o dosiahnutých výsledkoch.

Článok 10

Nič v tomto Memorande o porozumení alebo v súvislosti s ním sa nepovažuje za výslovné alebo implicitné zrieknutie sa akýchkoľvek výsad a imunit Organizácie Spojených národov a jej dcérskych organizácií, vrátane UNICEF, či už podľa Dohovoru o výsadách a imunitách Organizácie Spojených národov alebo inak, a žiadne ustanovenie tohto memoranda sa nebude vykladať ani uplatňovať spôsobom, alebo v rozsahu, ktorý by bol v rozpore s takýmito výsadami a imunitami.

Článok 11

V prípade sporu vyplývajúceho z implementácie tohto Memoranda o porozumení sa strany navzájom poradia s cieľom dosiahnuť dohodu, a ak to nie je možné, uplatnia sa ustanovenia Dohovoru o výsadách a imunitách Organizácie Spojených národov, z roku 1946, článok VIII., pričom príslušnou inštitúciou je Komisia Organizácie Spojených národov pre právo medzinárodného obchodu (UNCITRAL).

Článok 12

Toto Memorandum o porozumení je možné meniť len s písomným súhlasom UNICEF a mesta Prešov. Žiadna strana nemôže rozhodovať v mene druhej strany ani zasahovať do jej záväzkov.

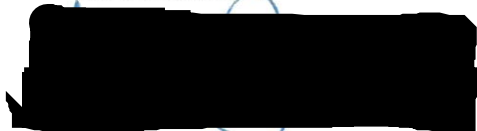
Článok 13.

V prípade nepredvídaných udalostí (vyššia moc), ktoré by prekážali alebo zabraňovali realizácii Memoranda o porozumení medzi UNICEF a mestom Prešov, môžu byť oslobodení od povinností uvedených v tomto dokumente.

Článok 14.

Toto Memorandum o porozumení je vyhotovené v štyroch (4) kópiách, dvoch (2) v anglickom jazyku a dvoch (2) v slovenskom jazyku, pričom každá zmluvná strana si ponechá jeden v každom jazyku. V prípade sporu sa strany dohodli, že pre výklad tohto Memoranda bude relevantná verzia napísaná v anglickom jazyku.

Za UNICEF:



Michaela Bauer

národný koordinátor v oblasti reakcie
na ukrajinskú utečeneckú krízu
pre UNICEF Slovensko

Za Mesto Prešov:



František Ol'ha

primátor


V Prešove, 2023



City of Prešov - Workplan

Number of Ukrainian Refugee Population identified by the Municipality:	2 989	Number of Ukrainian Refugee Children identified by the Municipality:	1 099
--	-------	--	-------

Programming and coordination			Baseline	Target	Notes				
[PS1] # new formal partnerships established with national and subnational authorities to support the extension of quality social services to refugees.			0	1					
[PS2] # Targeted population in municipalities receiving UNICEF technical assistance for system strengthening.			0	2 989					
Outputs	Description of activity	Contribution to Results - Indicators	Baseline	Target	Budget EUR	Partner organisations/institutions	Means of Verification	Modality of Cooperation	Additional Comments
1. Evidence based programming and effective coordination	1.1. Coordination of partners / actors at the municipal level, including definitions of roles, responsibilities and competencies of individual actors, exchange of information and data. Reinforcement of coordination structures in Emergency situation (co-ordination with District and Regional structures).	Coordination structures established including for contingency scenario			1 € 37 700,00	City of Prešov, UNICEF, UNHCR, IOM, Prešov Self-governing Region, Prešov District Office, nonprofit organizations acting on the territory of the city.	Contract and payroll lists Minutes from meetings Fotodocumentation from meetings	Direct cash transfer to the City of Prešov	<p>The project foresees with employments of 1 external coordinator of partnerships/coordinator for implementation of Prešov city workplan (09/2023 - 06/2024), who will be employed in the form of a Employment Agreement.</p> <p>The coordinator will be responsible for coordination of partnerships (NGO's ect.) and activities. Defining the roles and responsibilities of the different actors, effective exchange of information, checking the implementation of the action plan, preparing the narrative part of the reports, and documenting all required annexes. The Head of Social Affairs Department will supervise the activities of coordinator.</p> <p>The role of the coordinator is also to establish a pattern of regular meetings on a weekly and monthly basis, alternating between face-to-face and online discussions, depending on the needs of the different actors. The initial appointments will network the leaders of each organization. Subsequently, coordination will begin to establish thematic working groups made up of delegated staff and experts. The creation of these working groups is primarily motivated by the need to examine in more detail the activities of the individual organizations and the need to identify gaps in particular areas currently not optimally covered in the city and region. All activities aim to improve the inclusion and integration of the refugee children and caregivers from Ukraine, the community of Ukrainians settled in Prešov for a long time, and other socially disadvantaged children in Prešov.</p> <p>The main topics based on which the working groups will be formed are: socio-legal protection of children, low-threshold center Prešov, gender-based violence, bullying, truancy, prevention of juvenile delinquency, making the offer of leisure-time activities for children and youth on the territory of the city of Prešov more attractive. The budget also includes the amount for refreshment in the total amount of 1,500 Euros.</p> <p>ACTIVITIES: organization of regular coordination meetings:</p> <ul style="list-style-type: none">- with representatives of the City of Prešov once a week (attendance form)- with representatives of organizations involved in the preparation of planned activities at least twice a week (hybrid form - in person or online)- working groups defined in the activity "Safety net" 1x per month (every 2nd meeting will be organized online)
	1.2. Conduct assessment/mapping of health care provision services, education services, child protection services and social protection for Ukrainian children and women; needs mapping of target group. Identify services which will need to be strengthened and supported in case of Emergency situation (Contingency plan).	Needs assessment and mapping of services for Ukrainian refugee children conducted	0		1 € -	City of Prešov, Centre for the Research of Ethnicity and Culture (CVEK), UNICEF	Reports from meetings	Direct payment to the Centre for the Research of Ethnicity and Culture	<p>A comprehensive assessment of the current situation will be done using different methodologies. This evaluation will include an analysis of statistical and administrative data, on-the-spot data collection, which includes mapping the needs of the target population, and interviews with various stakeholders. The research will identify barriers that need to be addressed to support the inclusion of Ukrainian children, families, and other vulnerable populations. In addition, factors that contribute to overcoming these barriers will be explored. Further, recommendations will be provided that describe integration strategies, resource requirements, and specific roles of various stakeholders.</p> <p>This initiative will be carried out in collaboration with the Center for Research on Ethnicity and Culture, a non-profit organization.</p> <p>ACTIVITIES: Preparation of an analysis by the Centre for Research on Ethnicity and Culture.</p>
	1.3. Development and approval of a strategy on emergency response, integration and inclusion of Ukrainian refugee children and caregivers and other vulnerable population on the municipal level	Programming document/strategy on integration and inclusion of Ukrainian children and caregivers approved	0		1 € -	City of Prešov, CVEK, UNICEF, UNHCR, IOM, Foreign Police	Strategy	Direct payment to the Centre for the Research of Ethnicity and Culture	<p>A strategy for inclusion of refugee children and caregivers and other vulnerable groups in Prešov will be developed in cooperation with non-profit organizations. This strategy will be developed taking into account the increasing number of foreigners due to the war in Ukraine and the anticipated influx of foreign labor due to the start of production in the VOLVO and Bosch factories in Košice. The development of this strategy will be based on the needs assessment and analysis report (Activity 1.2), which will be developed through a participatory process involving relevant stakeholders. The activity aims to analyze the degree of compatibility of the strategy with existing strategies of the City of Prešov and its subsequent integration into existing action plans.</p> <p>ACTIVITY: Implementation of the analysis from point 1.2 and planning meetings with partners directly by the Centre for Research on Ethnicity and Culture.</p>
2. Strengthening the capacities of the municipality in effective refugee response based on children and women rights approach	2.1. Training of municipal employees (contact persons at the municipal office, integration officers, social workers, youth workers, municipal police, etc.) on child protection and GBV and other topics.	# of trained participants who increased their GBV knowledge on prevention, response and risk measures [CP6B]	0	100	€ 4 734,00	City of Prešov, UNICEF, Office of labour, social affairs and family /ÚPSVaR/, UNHCR, other NGO	Programme Number of participants Other internal data of municipality	Direct cash transfer to the City of Prešov	<p>Organization of a series of trainings for the Municipal Office Prešov employees and collaborators in the areas identified by the Activity Coordinator and the individual departments and divisions of Municipal Office Prešov.</p> <p>Topics of the trainings: gender-based violence (definition, risks, challenges, prevention and detection), social and legal protection of children, communication skills, social-psychological training, children's rights, integration and preservation of cultural identity, support-team training. At the same time, selected employees of the Municipality of Prešov would also participate in trainings that will be organized for the Municipal Police and will cover topics such as: Human Trafficking - Detection and Prevention, Modern Slavery - Forced Labour, Child Labour, Sexual Exploitation.</p> <p>ACTIVITIES: organization of training of participants of the participating organizations, preparation of training materials.</p>
		# of municipal employees trained on child protection and children's rights [CP9]	0	100					
Education			Baseline	Target	Notes				
[E1] # of children accessing formal or non-formal education, including early learning through system strengthening UNICEF supported programmes			0	2 100					
[EDU3] # teachers/ECD facilitators/ assistants trained or supported			0	300					
[SBC2] # people participating in engagement actions for social and behavioural change			0	800					
Outputs	Description of activity	Contribution to Results - Indicators	Baseline	Target	Budget EUR	Partner organisations/institutions	Means of Verification	Modality of Cooperation	Additional Comments
3.1 Play and learn hubs - HRACKARNICA PRIATELOV		# of children accessing formal or non-formal education, including early learning (disaggregated by geographical location, gender, refugee status, disability) [E1]	1	300	€ 13 500,00	The City of Prešov - the Municipal Office in Prešov and the entities under the jurisdiction of the city - Válecká Primary School, T. Ševčenko Secondary School with teaching Ukrainian language,Unicef, partner organizations, non-profit and non-governmental organizations	Programme Attendance lists	Direct cash transfer to the City of Prešov	<p>The Learn and Play hub aims to create informal educational spaces with a positive social and educational message to connect and spend the free time of Slovak and Ukrainian pupils together with their families across cultural, national, and social spheres.</p> <p>In the case of the partner, the Válecká Hračkarnica Primary School will build on the already existing INTERVENTION PLACE, which aims to provide individual support to pupils as well as to eliminate prejudices, create an atmosphere of tolerance and strengthen social, cultural, and opinion cohesion. As part of all planned activities in Hračkarnica, the participation of min. 50% of Ukrainian children, caregivers, seniors will be guaranteed.</p> <p>ACTIVITIES: Establish a toy room at the Válecká Primary School, activities 12/2023 - 06/2024</p>
		# of children accessing formal or non-formal education, including early learning (disaggregated by geographical location, gender, refugee status, disability) [E1]	0	400	€ 6 185,80	City of Prešov - Municipal Office in Prešov and entities under the jurisdiction of the city - primary schools, ABC - Leisure Time Centre, T.Ševčenko Secondary School with teaching Ukrainian language in cooperation with the University of Prešov - Faculty of Sport and other partner organizations, non-profit and non-governmental organizations	Programme Attendance lists	Direct cash transfer to the City of Prešov	<p>The aim of the event to be held on the occasion of the World Day of Peace is to send a solid message to domestic entities and organizations in the city, as well as externally, about promoting the values of peace and togetherness through sporting activities in the spirit of the Olympic Games. Intercultural exchange is the basis for successfully integrating and including children and adults.</p> <p>ACTIVITIES: coordination of partners' activities in the organization of sports and competition activities in the participating schools with the participation of children from Ukraine and from socially disadvantaged backgrounds, organization of sports activities in the framework of the event with the involvement of primary schools of 1st and 2nd grade in the natural and recreational area of Deňša. The project expects at least 30% of the account of refugees from Ukraine.</p>
3.3. Workshops and Christmas Concert - TREE OF LANGUAGES AND GENERATIONS		# of children accessing formal or non-formal education, including early learning (disaggregated by geographical location, gender, refugee status, disability) [E1]	0	400	€ 10 000,00	City of Prešov - Municipal Office in Prešov, Day Centres and Residential Centres for the elderly falling under the Department of Social Services and entities under the jurisdiction of the city - kindergartens, elementary schools, elementary art schools, ABC - Leisure Time Centre, T.Ševčenko Secondary School with	Programme Attendance lists	Direct cash transfer to the City of Prešov	<p>The event aims to connect generations and integration of Ukrainian children and their families and children from disadvantaged social backgrounds through workshops with seniors in the Day Centres and DSS in the city of Prešov. The project also foresees an independent coordinator of the workshops in the DSSs and DCs. The series of workshops will occur every month and end with a Christmas concert for participants and the general public in the Park of Culture and Recreation. The products created during the workshops will be offered for sale at the Christmas market, and the proceeds will be used further to develop the joint activities of the students and seniors.</p> <p>ACTIVITIES: coordination of workshops for seniors in DSS and DC and primary school pupils (Ukrainian and majority pupils), organization of a Christmas concert for the public in the Park of Culture and Rest in Prešov.</p>

		# people participating in engagement actions for social and behavioural change [SBC2]	0	800		teaching, Ukrainian language in cooperation with partner organizations, non-profit and non-governmental organizations, Park of Culture and Recreation Čierny Orol			I ne project expects at least sum of one account or refugees from ukraine.
	3.4. Intervention in public space - THE ALLEY/PARC OF TOMORROW	# of children accessing formal or non-formal education, including early learning (disaggregated by geographical location, gender, refugee status, disability) [E1]	0	500	€	15 000,00	Programme Attendance lists	Direct cash transfer to the City of Prešov	The project aims to create a space for community life, usable both for the needs of after-school time of pupils and the public, with inclusive elements for children from Ukraine and their families. The dominant feature of the alley-community park will be an artistic object, symbolizing the idea of cooperation and building a joint tomorrow in peace. The art object will be realized based on the winning design, which will emerge from a competition organized in cooperation with partners (ABC Leisure Time Centre and primary art schools under the jurisdiction of the City of Prešov.) The reason for implementing the alley is the possibility of its long-term use in the framework of community activities aimed at bringing together families of Slovak and Ukrainian pupils as well as the general public, e.g., workshops on the topic of urban gardening etc. ACTIVITIES: coordination of the art design competition in cooperation with partners, preparation, and implementation of the revitalization of public space in the area of Válecká Primary School, organization of a workshop - planting plants. The project expects at least 30% of the account of refugees from Ukraine.
4. Strengthening the capacities of the schools in provision of quality inclusive education	4.1 Training of teachers and educational staff on quality inclusive education	# teachers/ECD facilitators/ assistants trained or supported [EDU3]	0	300	€	11 500,00	Programme Attendance lists	Direct cash transfer to the City of Prešov	The aim is to provide quality training for school support teams, consisting of school social workers, psychologists, and special educators, in the prevention of the risky behavior of pupils. The activities are intended to contribute to the creation of a safe social environment in schools, respecting the social, cultural, or ethnic diversity of pupils and eliminating pathological phenomena such as bullying, criminality, and substance and non-substance abuse. The measure also includes support for the activities of a psychologist with Ukrainian citizenship, who, in addition to psychosocial work in the intervention room at the Válecká Primary School, will expand her activities to include mapping and active work with Ukrainian families within the Integration Centre, thus ensuring improved accessibility of mental health services and psychosocial support for those who have left Ukraine. This measure also aims at capturing children from Ukraine who remain out of the school system for a long time and including them in the network of schools, ensuring the implementation of compulsory school attendance. The project expects at least 2/3 participatpat in face-to-face form and 1/3 in online form. ACTIVITIES: mapping (determination of risks and identification of needs), setting up training of support teams and teaching staff according to the identified needs, development of a methodology for work in schools on the subject, creation of a new position - a psychologist with the Ukrainian language
	4.2. Coordination of the networking of relevant actors - SAFETY NETWORK	# of children accessing formal or non-formal education, including early learning (disaggregated by geographical location, gender, refugee status, disability) [E1]	0	500	€	13 040,00	Programme Attendance lists	Direct cash transfer to the City of Prešov	The activities aim to eliminate risky behavior among pupils and young people during out-of-school time, truancy, the formation of groups with hints or open manifestations of unacceptable behavior, and the construction of so-called ghettos. The priority measure will be to network partners and create a database of their activities to establish coordinated cooperation to prevent the creation of groups of so-called "at-risk youth" in the territory of the city of Prešov. The follow-up activity is to set up a systematic and long-term mapping of the area in question with the aim of early intervention identification of risks and needs on the part of the relevant actors. A secondary measure will be the support of making the target group's leisure activities program more attractive to improve the quality of leisure time. Supported activities should focus on the healthy personal development of children and young people across the social and ethnic spectrum. ACTIVITIES: networking of partners' activities, coordination of regular meetings and collection of information, initiation of making the offer of leisure activities more attractive, taking into account the project objectives (e.g., modernization of the website of the ABC Leisure Centre), support for the creation of a tutoring model for children and youth at risk, promotion of the activities of the actors involved in the newly established integration center. Note: The estimated number of 500 persons, which is the goal of this activity, is based on the total number of school-age pupils in the city of Prešov in the school year 2023/2024 - 7,579 pupils in primary schools plus 2,565 pupils in kindergartens, which are under the jurisdiction of the municipality of Prešov.
Child Protection			Baseline	Target	Notes				
[CP1] # children and caregivers accessing mental health and psychosocial support			0	100					
[CP4] # People with access to safe spaces, protection and support hubs			0	2 000					
[CP8] # of children who have received individual case management			0	50					

Outputs	Description of activity	Indicators	0	Target	Budget EUR	Partner organisations/institutions	Means of Verification	Modality of Cooperation	Additional Comments
5. Provision of and coordination of protective services	5.1 Development of new services based on the needs of Ukrainian refugees and vulnerable population	# People with access to safe spaces, protection and support hubs [CP4]	0	2000	€ 74 000,00	City of Prešov - Municipal Office in Prešov and entities under the jurisdiction of the city within the Department of Social Services, including field and social workers, UPSVaR, Unicef, partners from non-profit organizations	Contracts and payroll lists Number of beneficiaries Number of provided consultations Purchase orders/invoices for additional equipment	Direct cash transfer to the City of Prešov	<p>The aim is to establish an Integration Centre in the City of Prešov, which will provide information, social counseling, and psychosocial assistance in Slovak, Ukrainian, and English on a daily basis. Participation of different partner organizations providing support and services to Ukrainian refugees (children and adults) and other disadvantaged and vulnerable groups is envisaged to strengthen integration and social inclusion. The benefits of the Centre will also be aimed at providing information and networking needs of residents of other nationalities and residents of other states living on the territory of Prešov, transiting through Prešov, as well as students for whom Prešov becomes a temporary home for several years, also with the prospect of their possible future stay. Cooperation with the Employment and Social Development Agency also plays an essential role in supporting employment in our region with qualified labor and promoting services at the city and neighborhood levels. The new integration center's main tasks will include providing comprehensive information services on the premises of the City of Prešov on Poľanická Street in Prešov and on the website set up for this purpose in language versions.</p> <p>The activity includes:</p> <ul style="list-style-type: none"> - adapting the office space and new furniture, - selecting and training qualified staff, networking with partners, - data collection, - updating of the website, - preparation of information materials, and - organizing workshops. <p>The permanent staff will be two trained social workers employed on a contract and one psychologist of Ukrainian nationality paid by an employment agreement. The main selection criteria for the team shall include professional competence and proficiency in Ukrainian and English at a professional level. In addition to the regular operation of the center and the provision of information, the social workers will actively map the needs of vulnerable groups with whom they come into contact, both in the center and the field. This feedback will then be a fixed point on the agenda of the meetings of the different working groups of the "Safety net" activity. Their tasks will also include regularly updating the information on the website. The aim of periodically updating the information in Slovak, English, and other languages, which will be published online, is to reach as many people as possible (target of 4000 visits out of a total of 5000 people in Target). Another necessary means of communication will be the preparation of information brochures in cooperation with partner organizations, which will be available in several language versions (target 800 people). These information materials will be addressed to foreigners with permanent or temporary residence in the territory of the city of Prešov who are actively looking for information in various areas of public life (registration for residence, accommodation, education, work, health and social care, community, cultural and sporting activities).</p> <p>In addition to comprehensive information provision in the Integration Center, free psychological assistance in the Ukrainian language will be available for children and adults at least twice a week. It is planned to provide individual psychological services and also services for therapeutic groups and workshops (target min. 100 persons).</p> <p>The feedback received from direct contact with the target groups will also serve as a basis for planning further activities of the Integration Centre. These will reflect and respond to the current and accurate needs of vulnerable groups in the city.</p> <p>ACTIVITIES: provision of advice and information, reconstruction of the premises of the newly established integration center, selection of staff, networking with partner organizations, collection and preparation of information materials, updating of the website, provision of regular professional psychosocial assistance, organization of workshops, preparation of reports, planning of activities under the strategy. The project expects at least 30% of the account of refugees from Ukraine.</p>
		# children and caregivers accessing mental health and psychosocial support [CP1]	0	100					
		# of children who have received individual case management [CP8]	0	50					

Social cohesion, integration, cultural and social participation			Baseline	Target	Notes
SBC1 - # people reached through messaging on prevention and access to services			0	4 000	
SBC2 - # people participating in engagement actions for social and behavioural change			0	5 000	
SBC3 - # of people sharing their concerns and asking questions through established feedback mechanisms			0	500	

Outputs	Description of activity	Indicators	0	Target	Budget EUR	Partner organisations/institutions	Means of Verification	Modality of Cooperation	Additional Comments
6. Participation platforms and opportunities for social cohesion and integration of children, young people and their families from Ukraine are strengthened	6.1 Grant scheme for the Prešov city foundation	# people participating in engagement actions for social and behavioural change [SBC2]	0	5 000	€ 50 000,00	City of Prešov, NGOs	Attendance lists Methodologies / training materials Reports	DCT to the City of Prešov	Implemented through other partners of UNICEF or through a grant scheme for local NGOs, providing different types of services to refugees (social services, educational services, etc.).
	7.1. Ensuring information service to refugees and foreigners and creation of a feedback mechanism through a website and social media channels	# people reached with messages on prevention and access to services [SBC1]	0	4 000	€ 2 260,00	City of Prešov, Partners, NGOs	Dissemination materials and messages Website data Reports	DCT to the City of Prešov	Provision of information service for Ukrainian refugees and organisations working with refugees and facilitation of orientation, information and integration of refugees. Operation of a separate website (section on a municipal website) for foreigners in different languages, which will contain all important information regarding the stay of refugees in the city, available services, procedures by solving various types of life situations, including a calendar of available educational and leisure time activities. It will also contain contacts to state institutions and service providers from various sectors (education, health care, social services, employment, accommodation, etc.). It will be available in various language variants, including Ukrainian. The website will be expanded with a separate section, aimed at receiving feedback from people from the target population on services in the city of Prešov.
		# of people sharing their concerns and asking questions through established feedback mechanisms [SBC3]	0	500					
Key Intervention	Description of activity	Indicators	0	Target	Budget EUR	Partner organisations/institutions	Means of Verification	Modality of Cooperation	Additional Comments
8. Effective and efficient management and implementation	Coordinator for implementation of Prešov city workplan				€ 11 700		Salary payments Municipality Reports		
	Financial manager (external) (10/2023 - 06/2024)				€ 20 700		Salary payments Municipality Reports		
	Financial assistant (internal) (10/2023 - 06/2024)				€ 5 355		Salary payments Municipality Reports		
	Stationaries and other materials necessary for the implementation of the workplan activities (5% of staff costs)				€ 1 888		Salary payments Municipality Reports		

Total budget	277 562,55
--------------	------------

Activity	Item Description	BUDGET			
		Unit	Quantity	Unit Price/ Cost	Total Budget
1.1. Coordination of partners / actors at the municipal level, including definitions of roles, responsibilities and competencies of individual actors, exchange of information and data. Reinforcement of coordination structures in Emergency situation (co-ordination with District and Regional structures).	Coordination of partnerships, Coordinator for implementation of Prešov city workplan - (09/2023 - 06/2024)	monthly salary	10	€ 3 620,00	€ 36 200,00
	Refreshment	meeting	5	€ 300,00	€ 1 500,00
	TOTAL				€ 37 700,00
1.2. Conduct assessment/mapping of health care provision services, education services, child protection services and social protection for Ukrainian children and women, needs mapping of target group. (Identify services which will need to be strengthened and supported in case of Emergency situation (Contingency plan).					
	TOTAL				
1.3. Development and approval of a strategy on emergency response, integration and inclusion of Ukrainian refugee children and caregivers and other vulnerable population on the municipal level					
	TOTAL				
2.1. Training of municipal employees (contact persons at the municipal office, integration officers, social workers, youth workers, municipal police, etc.) on child protection and GBV and other topics.	Fees for external trainers	trainer/day	8	€ 400,00	€ 3 200,00
	Costs for refreshments - coffee break for participants (6 € x 200 persons)	person	200	€ 6,00	€ 1 200,00
	Costs for the material provision of the training (flipcharts, office supplies) / Costs for the material provision of the training (Flipcharts, office supplies)	project	1	€ 334,00	€ 334,00
	TOTAL				€ 4 734,00
3.1 Play and learn hubs - HRAČKARNICA PRIATECOV	Revitalization of 1 class room in primary school Važecká (painting, construction of hygienic facilities - sink, replacement of chandeliers, etc.)	object	1	€ 3 000,00	€ 3 000,00
	Material equipment (furniture, cupboards, suitcases, shelves) - Primary school Važecká including toys for hub	project	1	€ 5 500,00	€ 5 500,00
	Costs for the activities of ZŠ Važecká United School (creative and other materials, rewards)	school	1	€ 5 000,00	€ 5 000,00
	TOTAL				€ 13 500,00
3.2. Social - sports event CHILDREN'S FESTIVAL of peace	areal Deľňa - rent and energy costs	festival	1	€ 34,61	€ 34,61
	stage and sound system	festival	1	€ 1 300,00	€ 1 300,00
	moderator of the event	festival	1	€ 500,00	€ 500,00
	fire patrol - voluntary fire brigade of Prešov	festival	1	€ 200,00	€ 200,00
	drinking regime participants	festival	1	€ 318,86	€ 318,86
	drinking regime - organizers and guests	festival	1	€ 190,00	€ 190,00
	refreshments for participants, organizers and guests	festival	1	€ 750,00	€ 750,00
	rewards for participants (olympic medals), tables for teams, PK banner with logo of festival	festival	1	€ 811,40	€ 811,40
	employment agreements for activities (translation - UA language, health patrol - Red cross Prešov, professional organization of sports activities from students of Faculty of Sport - University of Prešov)	festival	1	€ 2 080,93	€ 2 080,93
	TOTAL				€ 6 185,80
	Activity coordinator (salary)	person	1	€ 2 000,00	€ 2 000,00
	refreshment for participants (200 persons)	person	200	€ 12,00	€ 2 400,00
3.3. Workshops and Christmas Concert - TREE OF LANGUAGES AND GENERATIONS	small gift for participants and guests (1200 persons)	person	1200	€ 2,00	€ 2 400,00
	material for workshops	project	1	€ 2 000,00	€ 2 000,00
	rental of costumes and decorations and props for the concert	concert	1	€ 1 000,00	€ 1 000,00
	transport	project	1	€ 200,00	€ 200,00
	TOTAL				€ 10 000,00
	technical services - landscaping and planting, installation of the monument	the alley	1	3 000,00	€ 3 000,00
	outdoor furniture - benches, trash cans, flower pots, etc.	the alley	1	4 000,00	€ 4 000,00
3.4. Intervention in public space - THE ALLEY/PARC OF TOMORROW	monument - design and construction	article	1	5 000,00	€ 5 000,00
	community activities supporting inclusion - urban gardening	project	1	3 000,00	€ 3 000,00
	TOTAL				€ 15 000,00
4.1. Training of teachers and educational staff on quality inclusive education -	Fees for external trainers	trainer/day	10	€ 400,00	€ 4 000,00
	Preparation of the methodic guidance for teachers on support of vulnerable groups (fees for 5 experts)	project	1	€ 4 700,00	€ 4 700,00
	Refreshments for participants of trainings (€ 10 x 200 persons)	person	200	€ 10,00	€ 2 000,00
	preparing of methodology, editing and graphic preparation of the publication	methodology	1	€ 800,00	€ 800,00
	TOTAL				€ 11 500,00
4.2. Coordination of the networking of relevant actors - SAFETY NETWORK	stationery and another material for cooperative work meetings: groups (min. 8 meetings: until 06/2024)	project	1	€ 500,00	€ 500,00
	Refreshments for participants of cooperation meetings (€ 6 x 30 persons x 8 meetings)	person/meeting	240	€ 6,00	€ 1 440,00
	Indoor activities (workshops, etc.) in cooperation with partners (agreements)	set of activities	1	€ 6 050,00	€ 6 050,00
	Outdoor activities (excursions, etc.) in cooperation with partners (agreements)	set of activities	1	€ 5 050,00	€ 5 050,00
	TOTAL				€ 13 040,00
6.1. Grant scheme for the Prešov city foundation	grant call for proposal - budget for projects of partners	project	1	50 000,00	€ 50 000,00
	TOTAL				€ 50 000,00
7.1. Ensuring information service to refugees and foreigners and creation of a feedback mechanism through a website and social media channels	printing methodology from activity 5.1.	project	1	€ 1 260,00	€ 1 260,00
	translations into different language versions - web	project	1	€ 1 000,00	€ 1 000,00
	TOTAL				€ 2 260,00
5.1. Development of new services based on the needs of Ukrainian refugees and vulnerable population	revitalization of Info Center Premises: This includes refurbishing and improving the physical space of the Info Center, such as renovation and maintenance of the building.	object	1	€ 19 000,00	€ 19 000,00
	Equipment for Info Center (Contact Point, Kitchen, Office, Intervention Room)	project	1	€ 5 215,00	€ 5 215,00
	technical Equipment: This item includes the procurement of technical equipment such as laptops, multifunction printers, required software and routers	project	1	€ 3 800,00	€ 3 800,00
	compensation for Info Center Staff - 2 Contract Employees for social area (December 2023 - June 2024): This pertains to the salaries and compensation for two contract employees working at the Info Center during the specified period - 2 persons (december - january: part time; february - june: full time)	person	2	€ 13 582,71	€ 27 165,42
	Education for Info Center Staff (First Aid Course, Effective Communication, Crisis Intervention Basics, Psychosocial Training, CSS Administration Course ect.)	project	1	€ 1 000,00	€ 1 000,00
	personnel - Psychosocial Support: This budget item is for providing professional psychosocial support for Info Center clients in ukrainian language (part time)	monthly salary	5	€ 595,00	€ 2 975,00
	material Supplies for Info Center (Office Supplies, Hygiene Supplies)	project	1	€ 3 200,00	€ 3 200,00
	cleaning Service	month	6	€ 500,00	€ 3 000,00
	safety and Protection (Insurance, Fire Extinguisher, First Aid Kit)	project	1	€ 800,00	€ 800,00
	other Monthly Fixed Costs (Phone and Internet	month	6	€ 100,00	€ 600,00
	reserve for Unexpected Expenses: This budget item is set aside to cover unforeseen or unexpected costs that may arise during the operation of the Info Center.	project	1	€ 1 000,00	€ 1 000,00
	operating Expenses (Utilities): This includes regular utility expenses, such as electricity, water, and heating, to maintain the functionality of the Info Center.	month	6	€ 330,00	€ 1 980,00
	website for Info Center	project	1	€ 1 400,00	€ 1 400,00
	Information Materials and Promotional Items (Preparation and Printing).	project	1	€ 2 864,58	€ 2 864,58
	TOTAL				€ 74 000,00
8. Effective and efficient management and implementation	Coordinator for implementation of Prešov city workplan	monthly salary	6	€ 1 950,00	€ 11 700,00
	Financial manager (external) (10/2023 - 06/2024)	monthly salary	9	€ 2 300,00	€ 20 700,00
	Financial assistant (internal) (10/2023 - 06/2024)	monthly salary	9	€ 595,00	€ 5 355,00
	TOTAL				€ 37 755,00
	Stationaries and other materials necessary for the implementation of the workplan activities (5% of staff costs)				€ 1 887,75
Total budget					€ 277 562,35

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 14.0.
- 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 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 or 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. 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.

- 9.0 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 11.0, "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*.

11.0 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, as it deems appropriate, 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 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 (as such terms are defined in Article 14.1);
 - 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.) or has engaged or have engaged in sexual exploitation or abuse, or any child safeguarding violations, without the IP having taken timely and appropriate action satisfactory to UNICEF;
 - 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 Article 11.0, 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 Article 11.5 above will apply.
- 12.0 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.
- 13.0 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, 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. "Child safeguarding" or "safeguarding of children" is the reduction of risk of harm to children arising from a party's work, employees, personnel or subcontractors; 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 or such other URL as may be decided from time to time by UNICEF.
- 14.0 SEXUAL EXPLOITATION AND ABUSE; CHILD SAFEGUARDING VIOLATIONS:**
- 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.
- (d) “child safeguarding violation” is a conduct by a party’s employees, personnel or subcontractors that actually or likely causes significant harm to a child, including any kind of physical, emotional or sexual abuse, neglect or exploitation.

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 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 promptly informed of and referred to a available professional assistance, upon her or his consent.

14.4 Reporting of allegations to UNICEF. IP shall promptly and confidentially, in a manner that assures the safety of all involved, report allegations of sexual exploitation and abuse, or any reasonable suspicion (or allegations) of child safeguarding violations, arising from this Agreement, 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).

14.5 Investigation. 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 reports on the outcome of the investigation, including any relevant details relating the alleged offender, to the extent legally possible. 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.

15.0 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.

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.

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 14.5, or perpetrator information, will only be shared within the UN.

16.0 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 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 consents to the public disclosure by UNICEF of the assessments referred to in this Article 16.0. It is understood that assessment reports of the IP’s capacity to prevent sexual exploitation and abuse, and child safeguarding violations will only be shared within the UN.

17.0 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 15.3 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 promptly upon receiving from UNICEF a written request for such refund.

- 18.0 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.
- 19.0 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.
- 20.0 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.
- 21.0 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/securitycouncil/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.