

PARTNERSHIP TERMS AND CONDITIONS

Between

UNICEF and Partner Government authorities in Poland (“Partner”)

- 1.0 PARTNER'S RESPONSIBILITY FOR EMPLOYEES, PERSONNEL AND SUBCONTRACTORS: Partner shall be responsible for the professional and technical competence of its employees, personnel and subcontractors and will select, for work under this partnership, reliable persons who will perform effectively in the implementation of this partnership, respect the local customs, and conform to a high standard of moral and ethical conduct.
- 2.0 ASSIGNMENT: Partner shall not assign, transfer, pledge or make other disposition of this Partnership or any of Partner's rights, claims or obligations under this Partnership except with the prior written consent of UNICEF.
- 3.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS; CONFIDENTIALITY:
 - 3.1 The Parties acknowledge that title and interest (including intellectual property and proprietary rights) in any programme data collected or generated as part of a Host Government programme is the property of the relevant Host Government. If necessary in order to be able to publish any deliverable or if UNICEF otherwise deems appropriate, UNICEF will use its reasonable efforts to obtain a license from the Host Government of such programme data to UNICEF.
 - 3.2 Neither UNICEF nor the Partner will be entitled to any intellectual property or other proprietary rights of the other party that pre-existed the performance by the Partner of its obligations under this partnership, or were or are developed or acquired independently of the performance of the obligations under this partnership. To the extent that either Party's preexisting intellectual property is incorporated into the partnership, such Party grants to the other the non-exclusive, royalty free, worldwide, perpetual, non-transferable license to use, reproduce and adapt such pre-existing intellectual property for non-commercial purposes.
 - 3.3 The Partner shall respect the confidentiality of all information that UNICEF advises the Partner is confidential, and shall treat it no less confidentially than the Partner's most confidential information. When the Partner is required to disclose UNICEF's confidential information by law, the Partner 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.

3.4 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 Partner under this partnership, such information shall be deemed to be confidential information. The Partner shall only use such data in order to implement the partnership. The Partner 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.

4.0 USE OF UNICEF'S AND Partner'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 Partnership and its implementation, 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 Partner will attribute results reported as being funded by UNICEF. At UNICEF's request, the Partner shall provide visibility, as specified by UNICEF, to UNICEF's donors that are contributing funds for the partnership. Where such visibility would jeopardize the safety and security of the Partner's staff, the Partner shall propose appropriate alternative arrangements.

5.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

5.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, Partner shall give notice and full particulars in writing to UNICEF, of such occurrence or change if Partner is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this partnership. Partner 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 partnership. On receipt of the notice required under this Article, UNICEF shall take such action as it considers to be appropriate or necessary in the circumstances, including the granting to Partner of a reasonable extension of time in which to perform its obligations under this partnership.

5.2 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 partnership, UNICEF shall have the right to suspend or terminate this partnership.

- 5.3 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.
- 5.4 The Partner acknowledges and agrees that, with respect to any obligations under this partnership 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 shall not, in and of itself, constitute force majeure.
- 6.0 EVALUATION: The evaluation of the activities performed under this Partnership shall be subject to the provisions of the UNICEF Evaluation Policy as from time to time approved or amended by UNICEF's Executive Board.
- 7.0 COMPLIANCE WITH UNICEF POLICIES: The Partner and Partner'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/media/886/file/Policy%20on%20Conduct%20Promoting%20the%20Protection%20and%20Safeguarding%20of%20Children.pdf>, and other UNICEF policies relating to the safeguarding of children as UNICEF may advise from time to time, or Partner'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 <https://www.unicef.org/supply/media/6806/file/PolicyProhibiting-Combatting-Fraud-Corruption-Aug2013.pdf> or such other URL as may be decided from time to time by UNICEF.

8.0 SEXUAL EXPLOITATION AND ABUSE; CHILD SAFEGUARDING VIOLATIONS:

8.1 Partner and Partner's employees, personnel, or subcontractors, shall not engage in any sexual exploitation and abuse conduct, or child safeguarding violations. Partner 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 Partnership 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.

8.2 Without prejudice to the generality of the foregoing:

8.2.1 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 partnership.

8.2.2 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.

8.2.3 Partner acknowledges and agrees that sexual relationships between beneficiaries of assistance and Partner'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.

8.3 Prevention. Partner shall take all appropriate measures to prevent sexual exploitation and abuse, and child safeguarding violations, by its employees, personnel or subcontractors.

8.4 Reporting of allegations to UNICEF. Partner 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 partnership, of which Partner 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).

8.5 Investigation. Partner shall properly and without delay investigate allegations of sexual exploitation and abuse, or child safeguarding violations, by Partner's employees, personnel, or subcontractors. (It is understood, however, that any investigation conducted by the Partner under this clause shall be without prejudice to the right of UNICEF to conduct investigations.) Partner 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 Partner, Partner 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, Partner 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 Partner 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, Partner 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.

9.0 ASSURANCE ACTIVITIES:

9.1 Audit:

- a. At the request of and at such times as determined solely by UNICEF, Partner will have its activities under this Partnership 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 Partner).
- 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. Partner shall provide its full and timely cooperation with any audits. Such cooperation shall include, but shall not be limited to, 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 Partner's premises and/or sites of programme implementation at reasonable times and on reasonable conditions in connection with such access to Partner's personnel and relevant documentation and records. Partner shall require its agents, including, but not limited to, 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 Partner without delay.

9.2 Spot checks and programmatic visits:

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. Partner shall provide its full and timely cooperation with any such spot checks or programmatic visits, which shall include 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 Partner's premises and/or sites of programme implementation at reasonable times and on reasonable conditions. Partner shall require its agents, including, but not limited to, 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.

9.3 Investigation:

- a. Partner agrees that UNICEF may conduct investigations, at such times as determined solely by UNICEF, relating to any aspect of this Partnership or the award thereof, the obligations performed under the partnership, and the operations of the Partner relating to performance of this partnership. The right of UNICEF to conduct investigations shall not lapse upon expiration or prior termination of this partnership. Partner shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, 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. Partner shall require its agents, including, but not limited to, 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.
- b. Partner agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this partnership, of which Partner 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 partnership, 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.

10.0 ASSESSMENTS: Partner agrees that UNICEF may from time to time conduct assessments of Partner, including Partner’s capacity to perform its obligations as an implementing partner in a manner satisfactory to UNICEF, Partner’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 Partner. Partner shall provide its full and timely cooperation with any assessments. Such cooperation shall include, but shall not be limited to, 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 Partner’s premises at reasonable times and on reasonable conditions. Partner shall require its agents, including, but not limited to, 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.

11.0 REFUNDS/OFFSETS: UNICEF shall be entitled to a refund from Partner or to make an offset against any amounts payable to Partner: for any amounts paid by UNICEF or used by Partner other than in accordance with the terms and conditions of this partnership, 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 Partner as a result of Partner or any of its employees or personnel having engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice; for any unspent amounts; for any amounts transferred by UNICEF to 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 partnership. Partner will make payment of such refund promptly upon receiving from UNICEF a written request for such refund.

- 12.0 PRIVILEGES AND IMMUNITIES: Nothing in or relating to this Partnership shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNICEF.
- 13.0 AUTHORITY TO MODIFY: No modification or change in this Partnership shall be valid and enforceable against UNICEF unless provided by a written amendment to this Partnership signed by a duly authorized officer of UNICEF and an Authorized Officer of the Partner.
- 14.0 SUPPORT TO TERRORISM: 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 Partner: (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred by the Partner 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.