

DE  
NATIONALE  
ASSEMBLÉE

VAN DE REPUBLIEK SURINAME



# **VIOLENCE AGAINST CHILDREN RESEARCH IN SURINAME**

IGSR ANTON DE KOM UNIVERSITY OF SURINAME

PARAMARIBO, SURINAME

**Project Title:** Violence Against Children Research in Suriname

**Overall objective:** The overall objective of the research is to obtain systematic and reliable data on Violence Against Children (VAC) and violence amongst children in Suriname, and propose clear recommendations for development of policies, legislations and intervention programs relating to the prevention of and response to Violence Against Children in Suriname.

**Target Group:** Children, boys and girls

**Project Duration:** 12 (twelve) months

**Project Supervision:** The National Assembly and UNICEF

**Project Execution:** IGSR Anton de Kom University of Suriname

Amount:

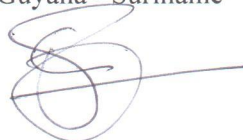
Paramaribo, 22 December 2015

Mrs. Jennifer Geerlings- Simons

  
Chair of the National Assembly

Mrs. Marianne Flach

UNICEF Representative,  
Guyana - Suriname



Prof. Dr. Martin Schalkwijk

  
Directeur IGSR

**Institutional/Corporate Contract**

| CONTRACT NO   | AMENDMENT NO                                  | CONTRACTOR                               | ISSUING OFFICE     |         |
|---|---|--|--------------------|---------|
| 43190628  |   | 2500230564                               | Georgetown, Guyana |         |
| Agreement entered into between UNICEF and:<br>(Hereinafter referred to as "The Contractor") |   | NAME                                     | CONTACT PERSON     |         |
|   |   | IGSR Anton de Kom University of Suriname | Tobi Graafsma      |         |
| CURRENCY  | ADDRESS                                       | TELEPHONE NO.                            |                    | FAX NO. |
| USD   | No. 86 Leysweg Paramaribo, Suriname<br>E-MAIL | 597 855 0784                             |                    |         |

*This agreement shall commence on **14 Dec 2015** and shall expire upon satisfactory completion of the services described below but not later than **31 Aug 2016**, unless sooner terminated under the terms of the agreement.*

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

wishes to enter into an institutional contract  
with

**IGSR Anton de Kom University of Suriname**

**No. 86 Leysweg Paramaribo, Suriname**

**Telephone: 597 855 0784**

**Fax:**

for the provision of the following services

### VOILENCE AGAINST CHILDREN RESEARCH IN SURINAME

The overall objective of the research is to obtain systematic and reliable data on Violence Against Children (VAC) and violence amongst children in Suriname, and propose clear recommendations for development of policies, legislations and intervention programs relating to the prevention of and response to Violence Against Children in Suriname

as stipulated in the attached document

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS HEREIN



# Institutional/Corporate Contract



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| ITEM | SERVICE DESCRIPTION  | PRICE      |
|------|--|------------|
| 10   | Violence against children Research in Su   | 171,903.93 |
|      | Violence against children research to be conducted by Anton de Kom University Suriname |            |
|      | Contract signing- December 2015  | 25,785.59  |
|      | Work Plan January 2016   | 25,785.59  |
|      | Background data- Prevalence & gen. caFeb.  | 25,785.59  |
|      | Research lines 1 & 4- March 2016   | 25,785.59  |
|      | Policies in response: what works & Surin   | 17,190.39  |
|      | Researchlines 2& 3sexual abuse & vi June   | 17,190.39  |
|      | Effective intervention - June 2016   | 17,190.39  |
|      | Conclusion/recomms./rep Aug. 2016  | 17,190.40  |

**Grand Total : 171,903.93**

## STATEMENT OF WORK/TOR

### Background

In accordance with the United Nations Convention of the Rights of the Child 1989 which was ratified by Suriname in 1993, children refer to persons under age of 18 years. Suriname has a population of 541,638 persons (Census 8th, GBS 2013) with around one third of the population consisting of children aged 0-18 years.

Globally, Violence against Children has drawn great attention with high commitment of global leaders in ending the VAC. The UN Special Representative of Secretary General (SRSG) on Violence against Children was appointed in 2003 to lead the global initiative on VAC.

More recent research on child abuse and neglect in Suriname was carried out by Van der Kooij et al. (2015) from the Institute of Graduate Studies and Research (prof. T. Graafsma). The research focused on the prevalence and incidence of child maltreatment in five districts, the capital Paramaribo included. This research was published in Child Abuse and Neglect (sept 2015) and reconfirmed that the prevalence of child maltreatment in Suriname is high. The study recommended a national approach, including a strategic plan, a national surveillance system and changes in the state programmatic and policy response.

In recent discussion with the Parliament of Suriname, it was indicated that there seems to be an increase of reported cases of violence against children to the police and other institutions, where cases can be reported, such as "Stichting voor het Kind". A further concern is that reliable and detailed disaggregated data on child abuse and sexual violence against children is lacking, although significant efforts to collect data on violence are being exerted by the Ministry of Justice and Police on the cases that are reported to the police. Systematically collected and reliable data on violence against disabled children is not available. In order to set up mechanisms for "proper" and "effective" prevention a better understanding and more detailed information of the issue is required. A baseline research



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by the Parliament and UNICEF on the status of child care institutions has contributed to the approval of the legislation "Raamwet Kinderopvang". More recently, the Parliament has requested the UNICEF's technical and financial support for having more evidence available on Violence against children and violence amongst children in order to develop suitable legislation and programs to effectively address this phenomenon.

## Purpose and Objective

The overall objective of the research is to obtain systematic and reliable data on Violence Against Children (VAC) and violence amongst children in Suriname, and propose clear recommendations for development of policies, legislations and intervention programs relating to the prevention of and response to Violence Against Children in Suriname. The research will:

- # Establish the magnitude/level of the Physical, Emotional and Sexual Violence Against Children including children using violence
- # Examine immediate, underlying and basic causes of VAC (including VAC by children) within different settings: the family, schools, alternative care institutions and detention facilities, places where children work, and communities, and for girls and boys.
- o Understand knowledge, attitude and practice including culture and social norms towards VAC among school and out of school children, teachers, parents and other community members (religious and traditional leaders, guardians, etc.), as well as public medias and government officials at national, regional and local levels.
- o Map existing services and programs in prevention and response of VAC in Suriname. Analyze roles and capacity of key stakeholders and identify institutional and human capacity gaps of key stakeholders on VAC.
- o Refer to the existing studies on laws and legislations related to VAC, discuss the policy and legislation gaps in Suriname on VAC.
- # Provide recommendations on objectives and strategies regarding prevention of and response to VAC that are well resourced from across the community and government and children on how VAC including sexual abuse of children could be reduced in the different parts of the country. The recommendations shall take consideration of the religious and cultural dynamics.

## Scope of Study

The study will exam the depth and breadth of the different common forms of violence against children within different settings. The study will be conducted with selected samples representing urban, rural costal and rural interior of Suriname in order to bring out a national picture in regard to violence against children.

Children will be interviewed as key respondents. Parents, community members, local leaders, government (Ministries) and government institutions (police, Judiciary, Courts, Hospitals, schools); religious leaders, community gate keepers, NGOs/CBOs.

## Methodology

An external professional consultant/firm will lead the study and work under the supervision and support of the parliament of Suriname with the support of UNICEF. The consultant is expected to come up with detailed methodology for conducting the study putting into consideration the sensitivity of the subject, the context and limitations of access in the some communities. The research should use both quantitative and qualitative methods. The following data collection methods should be given due consideration while designing the research methodology:

- # Document review, and observations
  - # Sample survey to generate quantitative data from different target groups including children in and out of school, religious and traditional leaders, parents/guardians, teachers, and government officials at national and local levels etc.
  - # Focus group discussions with different community members including children.
- Gathering case stories generated from children, parents/guardians and other relevant sources  
Key informant interviews with government, NGO's, UN bodies and the private sector

Child friendly methodologies will be applied to generate data from children across the different categories. Other context/cultural approaches will be applied to encourage community members to provide and or disclose information that might be categorized as



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sensitive especially on sexual violence against children and other GBV related violence.  
Key research questions

- # What are the main forms of violence against children in Suriname?
- # What is the magnitude of violence and other common forms of violence against children in Suriname? What are the differences between violence against girls and against boys?
- # What knowledge and attitudes does the community have towards VAC and other common forms of child abuse?
- # What are girls' and boys' experiences of violence against them? The exploration of this question begins with an investigation of how children conceptualize the violence against them, the nature of that violence, how often it happens, who perpetrates it, where it occurs, and what they think should be done about it.
- # Why do adults perpetrate violence against children? Are there any differences between girls and boys? The exploration to this question begins with an investigation of how adults conceptualize violence against children, the nature of the violence they perpetrate against children, how often they perpetrate it, who they perpetrate it against, and what they think should be done about it.
- # Why do children perpetrate violence against other children?
- # Who are those stakeholder for VAC? What services and intervention programs are available to support victims of violence and abuse and particularly sexual abuse? Do they have authorities, willingness and capacity to address the VAC? Were the services gender-sensitive?
- # What policies, legislations and plan of actions are existing? What are the key gaps?

### CONTRACTUAL PROVISIONS

The supervisor of this contract is  
Prya Hirasingsh, Monitoring and Evaluation Specialist for UNICEF Suriname  
Any notice, request or consent required or permitted to be given or made pursuant to this Contract must be sent in writing to the undermentioned person who is the supervisor of this contract:

Prya Hirasingsh, Monitoring and Evaluation Specialist  
UNICEF Guyana / Suriname  
UNICEF Suriname- Gonggrijpstraat 25, Paramaribo, Suriname  
Tel: 597 420082/ 421417/420039  
Email: pryahirasingsh@unicef.org

### SPECIAL TERMS AND CONDITIONS

- The nature of the contract will be temporary.
2. The consultant is expected to conduct all work independently of UNICEF, in accordance with UNEG norms and standards and in line with the accountabilities section of this ToR.
  3. Prior to commencing the contract, the individual consultant will be required to sign a Health Statement for consultants/individual contractors, and to document that he/she has appropriate health insurance, if applicable.

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**MARKINGS****INVOICING INSTRUCTIONS**

The total cost of one hundred and seventy one thousand, nine hundred and three dollars and ninty three cents.(USD 171,903.93) will be paid upon mutually satisfactory completion and acceptance of deliverables and certification.

Payments will be in 6 tranches as specified in table below::

Deliverables When Payment

Contract Signed December 2015 15%

Agreed and Approved Work plan and Research Tools, Including sample size (questionnaires/ interview questions) , Background data, Impact Mid January 20%

Approved chapters on background data (The prevalence of all forms of violence against children in Suriname Causes of violence against children), Impact of VAC (Research line 1:

The costs of violence against children in Suriname), Prevalence, impact and approach (Research line 2:

Sexual abuse in Suriname) End February 2016 25%

Approved chapters on: Violence in Institutions (Research line 3), Violence between children (Research line 4) End April 2016 20%

Approved chapters on: interventions, Policies in response, general, Policies in response, Suriname, Conclusions and recommendations End July 2016 10%

Presentation and validation of report in stakeholders meeting End August 2016 10%

**AMENDMENT REASON**

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



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Contract valid from : 14.12.2015  
Contract valid to : 31.08.2016  
Payment currency : USD  
Payment terms :  
Delivery terms :  
Total amount : 171,903.93

**Provision of the following services**

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**CONTRACT ACKNOWLEDGEMENT AND ACCEPTANCE****IMPORTANT**

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

**UNICEF CONTRACT TERMS AND CONDITIONS ACCEPTED**

|  |   |
|--|---|
| <b>PROPOSED BY</b><br>SIGNATURE _____ DATE _____<br>NAME AND TITLE: PRYA HIRASINGH, MONITORING & EVALUATION<br>SPECIA  | I acknowledge that I have read and accepted the contents and conditions stipulated in this contract<br><br><br><br><br><br><br><br><br><br>SIGNATURE OF<br>CONTRACTOR _____ DATE _____<br>NAME AND TITLE: |
| <b>AUTHORIZED OFFICER</b><br>SIGNATURE _____<br>NAME AND TITLE: MARIANNE FLACH, REPRESENTATIVE<br>On behalf of the United Nations Children's Fund      Date: |   |



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**ANNEX A****GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS****1. ACKNOWLEDGMENT COPY**

Signing and returning the acknowledgment copy of a contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

**2. DELIVERY DATE**

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

**3. PAYMENT TERMS**

(a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract.

(b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

(c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

**4. LIMITATION OF EXPENDITURE**

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

**5. TAX EXEMPTION**

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

Accordingly, the Contractor authorizes UNICEF to deduct from the Contractor's invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

**6. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis UNICEF. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

**7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

**8. INDEMNIFICATION**

The Contractor 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 the acts or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

**9. INSURANCE AND LIABILITIES TO THIRD PARTIES**

(a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of



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|   | E-MAIL   |              |  |                                 |  |

this Contract.

(b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.

(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

(d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- (i) name UNICEF as additional insured;
- (ii) include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF;
- (iii) provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- (iv) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

## 10. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNICEF.

## 11. ENCUMBRANCES/LIENS

The Contractor 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 or on file with UNICEF against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

## 12. TITLE TO EQUIPMENT

Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to UNICEF shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

## 13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At UNICEF's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the UNICEF in compliance with the requirements of the applicable law.

## 14. CONFIDENTIAL NATURE OF DOCUMENTS

(a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.

(b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

## 15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

(a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article



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

(c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

## 16. TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 'Settlement of Disputes' below shall not be deemed a termination of this Contract.

## 17. SUB-CONTRACTING

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

## 18. ASSIGNMENT AND INSOLVENCY

a. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

b. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

## 19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

## 20. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNICEF or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

## 21. PROHIBITION ON ADVERTISING

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

## 22. SETTLEMENT OF DISPUTES

### Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

### Arbitration



# Institutional/Corporate Contract



| CONTRACT NO   | AMENDMENT NO   | CONTRACTOR                                       | ISSUING OFFICE                  |         |
|---|--|--|---------------------------------|---------|
| 43190628  |  | 2500230564                                       | Georgetown, Guyana              |         |
| Agreement entered into between UNICEF and:<br>(Hereinafter referred to as "The Contractor") |  | NAME<br>IGSR Anton de Kom University of Suriname | CONTACT PERSON<br>Tobi Graafsma |         |
| CURRENCY<br>USD   | ADDRESS<br>No. 86 Leysweg Paramaribo, Suriname<br>E-MAIL |  | TELEPHONE NO.<br>597 855 0784   | FAX NO. |

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## 23. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

## 24. CHILD LABOUR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention which inter alia requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

## 25. ANTI-PERSONNEL MINES

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

## 26. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

## 27. REPLACEMENT OF PERSONNEL

UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF's selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

(a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract.

(b) Personnel whose resumes were submitted with the proposal; and

(c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement.

Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract.