

## 3.5.2 Revenue generated from consultancy and corporate training during the year (INR in Lakhs)

## 3.5.2.1: Total amount generated from consultancy and corporate training year wise during the year (INR in lakhs)

Name of the consultant	Name of consultancy project	Consulting/Sponsoring agency with contact details	Year	Revenue generated (INR in Lakhs)
LASI VISION Project	LASI VISION Project		2022-23	0.59
WHO-SAGE Project	WHO-SAGE Project		2022-23	2.26
WHO-SAGE Project	WHO-SAGE Project		2022-23	0.97
GYTS Project	GYTS Project		2022-23	1.05
Population Council Project	Population Council Project		2022-23	2.26
LASI VISION Project	LASI VISION Project		2022-23	0.85
GEH	GEH Project		2022-23	1.88
IIPS Project		Population Council Project	2022-23	4.32
Staff/Faculty Time fee	Staff/Faculty Time fee		2022-23	7.28
ICDS Ladakh	ICDS Ladakh		2022-23	0.96
Swabhimaan Project	Swabhimaan Project		2022-23	0.30
LASI VISION Project	LASI VISION Project		2022-23	0.85
NFHS-5 Project	NFHS-5 Project	MoFHW	2022-23	2.16
IFPRI Project	IFPRI Project		2022-23	0.90
ICDS Ladakh	ICDS Ladakh		2022-23	0.17
IFPRI Project	IFPRI Project		2022-23	1.93
University of Aberdeen Project	University of Aberdeen Project		2022-23	1.47
University of Manitoba Project	University of Manitoba Project		2022-23	15.48
Population Council Project	Population Council Project		2022-23	2.26
GEH	GEH Project		2022-23	0.67
Population Council Project	Population Council Project		2022-23	0.75
IFPRI Project	IFPRI Project		2022-23	0.90
IFPRI Project	IFPRI Project		2022-23	0.96
Dr. Sarang Pedgaonkar	DHS in Bangladesh as Biomarker		2022-23	0.34
GYTS-4	GYTS-4 Project		2022-23	1.76
WHO-SAGE Project	WHO-SAGE Project		2022-23	0.81
LASI VISION Project	LASI VISION Project		2022-23	2.65
NFHS-5 Project	NFHS-5 Project	MoFHW	2022-23	1.44
Mr. Anjani Mishra	ICDS Ladakh		2022-23	0.08
Dr. S. K. Singh	Technical Support to UNC, USA		2022-23	1.57
Staff/Faculty Time fee			2022-23	10.57
LASI VISION Project	LASI VISION Project		2022-23	0.83
LASI PROJECT	LASI PROJECT		2022-23	6.83
Swabhimaan Project	Swabhimaan Project		2022-23	0.37
Dr. Sarang Pedgaonkar	DHS in Bangladesh as Biomarker		2022-23	0.57
GEH	GEH Project		2022-23	6.40
IFPRI Project	IFPRI Project		2022-23	1.12
IFPRI Project	IFPRI Project		2022-23	1.68
Swabhimaan Project	Swabhimaan Project		2022-23	0.20
Young Wives in India Project	Young Wives in India Project		2022-23	0.68
Say No to 5S Project in school in Timor - Leste Project			2022-23	2.73
Dr. Preeti Dhillon	Impact Ready		2022-23	1.43
IFPRI POSHAN Project	IFPRI POSHAN Project		2022-23	0.37
SOICR Project	SOICR Project		2022-23	0.30
NFHS-5 Project	NFHS-5 Project		2022-23	2.92
LASI VISION Project	LASI VISION Project		2022-23	2.43
NFHS-5 Project	NFHS-5 Project		2022-23	23.92
Young Wives in India Project	Young Wives in India Project		2022-23	0.58
Young Wives in India Project	Young Wives in India Project		2022-23	1.98
PCASM Project	PCASM Project		2022-23	0.37
Baseline Survey on say no to 5s project		WHO	2022-23	6.17
Young Wives in India project	Young Wives in India project		2022-23	0.59
University of Manitoba Project	University of Manitoba project		2022-23	26.26
Population Council	Population Council		2022-23	1.60
Population Council project	Population Council project		2022-23	17.80
NFHS-6 Project	NFHS-6 Project		2022-23	0.04
University of Manitoba Project	University of Manitoba Project		2022-23	19.69
			2022-23	-
				198.29










## RESEARCH AGREEMENT

Contract No. 2021X291.IIP.IN

This Research Agreement (the "Agreement") is made the 20<sup>th</sup> day of December 2021 between the International Food Policy Research Institute ("IFPRI"), 1201 I Street, N.W. Washington, D.C. 20005 and **International Institute for Population Sciences** ("Collaborator"), Govandi Station Road, Deonar, Opposite Sanjona Chamber, Mumbai, Maharashtra 400088, India.

### **I. Program of Work**

IFPRI hereby retains Collaborator to perform, and Collaborator hereby agrees to perform the program of work set forth in the Statement of Work attached as Exhibit 1 (the "Project"). It is hereby agreed that the Principal Investigators for Collaborator shall be **S.K. Singh** and **K.S. James** for the term of the Project. Collaborator must obtain prior written approval from IFPRI before using a different Principal Investigator. It is hereby agreed that the Project Managers for IFPRI shall be **Phuong Hong Nguyen** and **Purnima Menon**, or such other person as IFPRI may designate from time to time by giving written notice to Collaborator.

### **II. Term**

This Agreement will begin on **November 22, 2021** and continue until **November 15, 2022**. It is understood that these dates are estimates and that IFPRI may, at its convenience and upon written notice to the Collaborator, postpone, shorten or extend these dates. Collaborator must obtain written approval from IFPRI for any extension of the term of the Agreement.

### **III. Reporting Requirements**

Collaborator shall submit reports to IFPRI as specified in the Statement of Work.

### **IV. Payment**

This is a cost reimbursable contract and the total payment to be made for the work under this Agreement shall be based on actual expenses incurred, not to exceed **INR 5,669,500.00** (approximately \$78,028.00), which will be met with funds drawn from IFPRI Project No. **301014.001.001.515.01.01**. Any unspent funds shall be returned to IFPRI at the end of this Agreement or applied against the final payment. Mandatory Tax Deducted at Source (TDS) will be deducted from total contract amount. **This Agreement is subject to the availability of funding by the donor/s.**

Payments shall be made according to the schedule set forth below provided, however, that IFPRI shall have the right to defer or withhold payment of any installment if the Project Manager determines that Collaborator has not made satisfactory progress toward the accomplishment of the program of work described on Exhibit 1.

<b>Schedule of Payments/Deliverables:</b>					
<b>Payment #</b>	<b>Upon Receipt/Acceptance by IFPRI of:</b>	<b>Deliverable Due Date</b>	<b>Payment Due Date</b>	<b>Amount in INR</b>	<b>(Approx.) Amount USD</b>
1	District factsheet data of NFHS-4 and 4 and state report data of NFHS-3, and approval by Project Manager	01/10/22	01/25/22	<b>1,984,325.00</b>	\$27,310.00
2	Key results (tables and figures) and slide decks of 2 topics: 1) Assessing progress on POSHAN Abhiyaan interventions, 2) Inequity in the reach of India's ICDS program, a financial report to be supported by a general ledger showing a disbursement of at least 65% of previous payment, and approval by Project Manager	04/30/22	05/15/22	<b>1,417,375.00</b>	19,507.00
3	Key results (tables and figures) and slide decks of 2 topics: 1) Geospatial, intrahousehold and intraindividual clustering of multiple forms of malnutrition, 2) Determinants of successful change in malnutrition outcomes in Bihar, a financial report to be supported by a general ledger showing a disbursement of at least 65% of previous payments, and approval by Project Manager	08/30/22	09/15/22	<b>1,417,375.00</b>	19,507.00
4	Key results (tables and figures) and slide decks of 3 topics: 1) Determinants of successful change in malnutrition in Uttar Pradesh and/or Jharkhand, 2) Double burden of malnutrition, 3) Anemia story of change, a final certified financial report to be supported by a general ledger and approval by Project Manager. Final payment will be based on actual expenses incurred. Any unspent funds from previous payment shall be applied to the final payment or returned to IFPRI.	10/30/22	11/15/22	<b>850,425.00</b>	11,704.00
<b>Overall Contract Total</b>				<b>5,669,500.00</b>	\$78,028.00



All payments shall be made in **Indian Rupees (INR)**, upon receipt of invoices bearing the contract number with a brief description of work completed and the corresponding deliverables from the Schedule of Payments/Deliverables. The collaborator must also submit, with the first invoice, the documentation and appropriate attached tax form as follows:

- Permanent Account Number (PAN) Card (photocopy or scan)
- W8BEN-E, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting
- W8-EXP, Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting

Corresponding bank fees deducted by the bank of the Collaborator from the foregoing payments in connection to this agreement are the Collaborator's responsibility. IFPRI shall not reimburse aforementioned bank fees.

#### **V. In-Kind Support**

IFPRI will not provide any in-kind support to Collaborator in connection with work performed hereunder.

#### **VI. General Provisions**

It is a condition of this contract that in performing the obligations, duties, and responsibilities of this contract, Collaborator will be responsible for complying with all applicable requirements, laws, rules, and regulations of countries to be visited including the United States, and those pertaining to immigration, customs, and foreign exchange control. Additionally, if the contract scope of work is to be conducted within the United States, Collaborator represents that s/he is fully authorized to work in the United States.

Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to the donors, investors, media, or the general public, that you are a direct grantee of the Bill & Melinda Gates Foundation ("Foundation"). You may state that IFPRI is the Foundation's grantee and that you are a sub-grantee or subcontractor of IFPRI for the Project.

This Agreement also includes the General Provisions attached as Exhibit 2, which are incorporated herein by reference. As noted in the General Provisions, the Collaborator shall be responsible at his/her own expenses for obtaining appropriate insurance in connection with work under this Agreement, including but not limited to, travel, medical and professional liability insurance. Clause 1(e) under Independent Contractor Status of the General Provisions is not applicable to this Agreement due to Mandatory Tax Deducted at Source.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date as indicated below. This Agreement will not be effective until it has been signed on behalf of IFPRI by both the Division Director and the Head, Contracts and Grants.

**INTERNATIONAL FOOD POLICY  
RESEARCH INSTITUTE:**

**PURNIMA MENON**

Purnima Menon  
Project Manager

**December 20, 2021**

Date

**MARIE RUEL**

Marie Ruel  
Director  
Poverty, Health & Nutrition Division

**January 6, 2022**

Date

*Liza Almendrala*

Liza Almendrala  
Acting Head, Contracts and Grants

**January 7, 2022**

Date



K.S. James  
Director & Senior Professor  
International Institute for Population Sciences

Date



## STATEMENT OF WORK

**Data Collaborative to Support Nutrition Actions in India**

Period of Performance: November 22, 2021 – November 15, 2022

**Background**

The first phase of state and district factsheets from NFHS-5 (2019-20) have revealed a range of interesting findings on trends in nutrition outcomes, determinants, and interventions since NFHS-4 (2015-16). Findings include the following:

- 1) Child undernutrition improved in some states and worsened or stagnated in others while overnutrition (overweight) has generally increased,
- 2) Anemia has decreased in pregnant women but increased or stagnated in other population groups,
- 3) There is still much room for improvement in child feeding practices,
- 4) Underlying determinants such as water and sanitation have improved but women's education and early marriage remain a challenge,
- 5) Coverage of key interventions promoted by India's National Nutrition Mission has generally increased.
- 6) Little is known about the reach of nutrition interventions delivered by the Integrated Child Development Services (ICDS) such as food supplementation, health and nutrition counselling and screening for malnutrition as these indicators were not reported in the state fact sheets.

The early findings highlight that deeper inquiry is required to understand the problem including examination of inequities in health and nutrition outcomes, determinants of outcomes, as well as factors contributing to changes over time. Without such inquiry, there will be limited evidence to support recommendations for India's progress towards eliminating all forms of malnutrition. These analyses will require unit-level data on indicators that are not currently available in the publicly available fact sheets.

Under this scope of work (SOW), the International Food Policy Research Institute [IFPRI] proposes to collaborate with International Institute for Population Sciences (IIPS), who designed and conducted the NFHS, and NITI Aayog, Government of India, to support collaborative policy-relevant analyses of NFHS 5 data. These analyses, anchored under the umbrella of a **Data Collaborative to Support Nutrition Actions in India** will help in developing a stronger understanding of the drivers of nutrition outcomes, of state and district successes, and how programs/schemes have performed. The outputs will include presentations, working papers, a series of manuscripts, and support to policy reforms to improve nutrition outcomes.

The **Nutrition Data Collaborative** will be hosted by IFPRI and IIPS, and supported by a Steering Committee hosted by NITI Aayog.

**Scope of Work:**

IIPS will work closely with IFPRI and NITI Aayog on four main topical areas, listed below. Additional topical areas and additional collaborators will be explored depending on interest, ability, and available resources.

1. **Assessing progress on POSHAN Abhiyaan interventions that are not included in the publicly-available state or district fact sheets.** A monitoring framework to track progress on POSHAN Abhiyaan was co-designed by IFPRI, NITI Aayog and IDinsight (<https://poshan.ifpri.info/2020/06/08/tracking-indias-progress-on-addressing-malnutrition-what-will-it-take/>). A key recommendation for monitoring progress in 2019 was to focus on assessing the expansion of reach of key nutrition interventions and nutrition behaviors prioritized by



POSHAN Abhiyaan. The publicly available NFHS-5 fact sheets do not include data on most of these interventions, especially those implemented by the ICDS. Trends in coverage of key interventions such as health and nutrition education, growth monitoring, reach of food supplements and of other nutrition interventions delivered by the health system are important to describe.

**Suggested outputs:**

*1a. Policy outputs including Tables/figures on changes in POSHAN Abhiyaan interventions for the NITI POSHAN Abhiyaan Monitoring Report; slide decks that will be publicly available; updates to State and District Nutrition Profiles*

*1b. Journal manuscript/s on progress and inequities in reach of POSHAN Abhiyaan interventions (using NFHS-4 and NFHS-5 data)*

2. **Assessing inequities in the reach of India's ICDS program and the contribution of the ICDS program to child nutrition outcomes:** ICDS is India's flagship program focused on addressing a range of child welfare outcomes, including child growth and development. With NFHS-5 unit level data, we plan to conduct temporal and age-based trend analysis in program reach; geo-spatial analysis to understand variability in program reach; and econometric modeling to estimate the impact of the program expansion on child nutrition outcomes. The products of this work will include slide decks on inequities in program reach and on impacts of the program on child nutrition outcomes and will contribute to papers and presentations.

**Suggested outputs:**

*2a. Policy outputs including Tables/figures and slide deck*

*2b. Journal manuscript on inequities in the reach of India's ICDS program*

*2b. Journal manuscript on impact of ICDS program on child nutrition outcomes*

3. **Strengthening understanding of geospatial, intrahousehold and intraindividual clustering of multiple forms of malnutrition:** India's commitments to the SDGs include commitments to reduce all forms of malnutrition. Current strategies are primarily focused on maternal and child undernutrition, with little emphasis on other forms of malnutrition (such as adult and child overweight). A focused analysis of geospatial, intrahousehold and intraindividual clustering will enable a clearer view of the multiple forms of malnutrition, trends over time in each individual form and in clustering itself, and on the determinants/correlates of multiple forms of malnutrition.

**Suggested outputs:**

*3a. Policy outputs including Tables/figures and slide decks*

*3b. Journal manuscript on intrahousehold/siblings multiple form of malnutrition (using NFHS-5 data)*

*3c. Journal manuscript on trends in clustering of double burden of malnutrition among women and men (using NFHS-4 and 5 data)*

4. **Analyzing determinants of successful change in malnutrition outcomes at the state level:** Three states which have been successful in reducing malnutrition will be selected. With unit level data from NFHS-4 and NFHS-5, we plan to conduct analyses on temporal and age-based trends; multivariate regression models to understand determinants; regression decomposition to understand factors contributing to change; geo-spatial analysis to understand district variability in key factors contributing to change (to identify areas where attention is needed). The products of this work will include success stories for Bihar and one other state. These products are expected to generate critical learning insights for other states.

**Suggested outputs:**

*4a. Policy outputs including Tables/figures and slide decks*

*4b. Journal manuscript on determinants of successful change in stunting in Bihar.*

*4c. Slide deck on decomposition analysis for factors contribute to changes in nutrition outcomes (TBA) in UP.*

*4d. Slide deck on determinants of successful change in nutrition outcomes for one additional state – TBA based on discussion with IIPS and steering committee.*



Additional partnerships for specific analysis topics will be explored, bringing in national and global experts, as needed. Specific partners will be identified and named for each type of knowledge product.

#### Activities

Collaborator (IIPS) will provide all necessary supplies and services for the following activities:

- Provide experienced researchers as required for carrying out activities mentioned in SOW
- Co-develop plans for analyses related to each knowledge area
- Conduct data analyses using individual data (all analyses of NFHS-5 will be conducted only by IIPS researchers until public release of the data)
- Work closely with IFPRI to produce slide decks, data products, policy briefs and academic manuscripts
- Present findings to stakeholders and relevant partners periodically, ensuring policy engagement and support throughout the collaboration period.

#### Outputs and Deliverables

#	Deliverables	Due Date
1	Key results (tables and figures) and slide decks of 2 topics: 1) Assessing progress on POSHAN Abhiyaan interventions, 2) Inequity in the reach of India's ICDS program	April 30, 2022
2	Key results (tables and figures) and slide decks of 2 topics: 1) Geospatial, intrahousehold and intraindividual clustering of multiple forms of malnutrition 2) Determinants of successful change in malnutrition outcomes in Bihar	June 30, 2022
3	Key results (tables and figures) and slide decks of 2 topics: 1) Determinants of successful change in malnutrition in Uttar Pradesh and/or Jharkhand 2) Double burden of malnutrition	August 30, 2022
4	Key results (tables and figures) and slide decks of 2 topics: 1) Anemia story of change 2) Potential impact of the ICDS program	October 30, 2022

#### Schedule of Payments/Deliverables

Schedule of Payments/Deliverables:					
Payment #	Upon Receipt/Acceptance by IFPRI of:	Deliverable Due Date	Payment Due Date	Amount in INR	(Approx.) Amount USD
1	District factsheet data of NFHS-4 and 4 and state report data of NFHS-3, and approval by Project Manager	01/10/22	01/25/22	1,984,325.00	\$27,310.00
2	Key results (tables and figures) and slide decks of 2 topics: 1) Assessing progress on POSHAN Abhiyaan interventions, 2) Inequity in the reach of India's ICDS program, a financial report to be supported by a general ledger showing a disbursement of at least 65% of previous payment, and approval by Project Manager	04/30/22	05/15/22	1,417,375.00	19,507.00
3	Key results (tables and figures) and slide decks of 2 topics:	08/30/22	09/15/22	1,417,375.00	19,507.00

	1) Geospatial, intrahousehold and intraindividual clustering of multiple forms of malnutrition, 2) Determinants of successful change in malnutrition outcomes in Bihar, a financial report to be supported by a general ledger showing a disbursement of at least 65% of previous payments, and approval by Project Manager				
4	Key results (tables and figures) and slide decks of 3 topics: 1) Determinants of successful change in malnutrition in Uttar Pradesh and/or Jharkhand, 2) Double burden of malnutrition, 3) Anemia story of change, a final certified financial report to be supported by a general ledger and approval by Project Manager. Final payment will be based on actual expenses incurred. Any unspent funds from previous payment shall be applied to the final payment or returned to IFPRI.	10/30/22	11/15/22	850,425.00	11,704.00
		<b>Overall Contract Total</b>		<b>5,669,500.00</b>	<b>\$78,028.00</b>



## Budget

Budget Line Items	Rate in INR	Unit	Duration of Engagement	Total Cost
<b>A. Personnel</b>				
Post-doc - Research Fellow	100,000	1	12	1,200,000
Data Analyst	70,000	1	12	840,000
Faculty time for two Senior (@240,000 per month), and one junior (@20,000 per month) Professors	100,000	-	12	1,200,000
<b>Subtotal A</b>				<b>3,240,000</b>
<b>B. Workshop/Seminar/Meeting</b>				
Workshop/Seminar/Software learning etc.	150,000	2		300,000
<b>Subtotal B</b>				<b>300,000</b>
<b>C. Travel &amp; Accommodation</b>	70,000	8		560,000
<b>Subtotal C</b>				<b>560,000</b>
<b>D. Other Costs</b>				
Publication editing	50,000	6		300,000
Stationary & Printing	200,000	1		200,000
Computer and Other Accessories	150,000	1		150,000
Miscellaneous Expenses - Internal Meetings	15,000	12		180,000
<b>Subtotal D</b>				<b>830,000</b>
<b>Total Direct Cost</b>				<b>4,930,000</b>
Overhead Cost (15%)	739500			739,500
<b>Grand Total</b>				<b>5,669,500</b>



## GENERAL PROVISIONS

The following General Provisions are incorporated in the attached Research Agreement as though fully set forth therein.

### 1. Independent Contractor Status

- (a) It is understood and agreed that Collaborator's relationship to IFPRI is that of an independent contractor and that neither this Agreement nor the performance of the Services provided for herein shall, for any purpose whatsoever or in any way or manner, create an employer-employee relationship between the parties. Collaborator acknowledges and affirms that Collaborator holds himself/herself/itself out to the marketplace as performing the services contemplated herein for a range of clients. Collaborator shall not hold himself/herself/itself out as an employee of IFPRI. Collaborator will not be eligible for any benefits that are or may be granted by IFPRI to its employees, including, but not limited to, participation in any pension or profit-sharing plans, unemployment insurance, life insurance, medical insurance, disability or other insurance, or fringe benefits of any kind.
- (b) Collaborator shall have the right to control the manner and timing of the work, subject to the provisions of this Agreement specifying the dates for delivery and payment.
- (c) During the period of this contract, Collaborator will need to ensure compliance with all appropriate visa regulations of countries to be visited, including the United States. Individuals cannot work in the United States as consultants to IFPRI unless they have the appropriate visas allowing them to do so. It is a condition of this contract that in performing the obligations, duties, and responsibilities of this contract, Collaborator will be responsible for complying with all applicable requirements, laws, rules, and regulations of countries to be visited including those pertaining to immigration, customs, and foreign exchange control.
- (d) Collaborator shall assume and be responsible for any financial obligations which are required for performance of this Agreement, including but not limited to the employment of assistants, travel expenses, and any other related expenses (except as otherwise provided in Clause V of the attached Agreement). Collaborator shall be responsible for hiring persons to assist in the performance of this Agreement, and such persons shall be and remain employees or contractors of Collaborator and not of IFPRI. Collaborator shall be solely liable for the payment of wages and benefits (including tax withholding) or other compensation and for the supervision of such employees and contractors. Collaborator shall have no authority to hire employees or contractors on behalf of IFPRI, or to incur any expenses or other financial commitments on behalf of IFPRI.
- (e) Payments made by IFPRI under this Agreement shall be made without withholding or other deductions for federal, state or local taxes. Collaborator shall be responsible for any and all taxes owed with respect to said payments and shall hold harmless and indemnify IFPRI for any and all liabilities that IFPRI might incur as a result of his/her/its failure to pay taxes upon said sums.



## 2. Intellectual Property and Ownership; Representations and Warranties

"Intellectual Assets" or "Intellectual Property" refers to any result or product of research and development activities of any nature whatsoever, whether or not they are protected by Intellectual Property Rights. This also means and includes all technical information, inventions, plant cultivars, plant varieties, developments, discoveries, concepts, software, manuscripts, know-how, methods, techniques, formulae, data, processes, logos, and other proprietary ideas, whether or not patentable or copyrightable, that are first conceived, discovered, developed, or reduced to practice by Collaborator during the course of the Project.

"Intellectual Property Rights" means ownership or other rights (or applications for protection) in or to Intellectual Assets, whether registered or not, granted in any jurisdiction, including but not limited to, copyright and related rights, database rights, patents, industrial design rights, plant variety rights, trademarks and service marks, rights of publicity and privacy, geographical indications, and trade secrets.

The parties shall work together in good faith to manage all Intellectual Assets in accordance with the CGIAR's Principles on the Management of Intellectual Assets (the "CGIAR IA Principles"), and CGIAR's Open Access and Data Management Policy (the "CGIAR OA Policy"), which can be found at: [\[CGIAR OA/DM, CGIAR IA Principles\]](#). The CGIAR IA Principles and the CGIAR OA/DM Policy (as each may be updated from time to time) are incorporated by reference into, and made a part of, this Agreement. At all times, the parties will be responsible for complying with the then-current versions of the CGIAR IA Principles and the CGIAR OA Policy [available from Main Legal Documents of the CGIAR](#). In the event of any conflict between the provisions of this Agreement and the provisions of the CGIAR IA Principles and/or the CGIAR OA Policy, the provisions of the CGIAR IA Principles and/or the CGIAR OA Policy (as applicable) will govern, but solely with respect to such conflicting terms, and the specific Intellectual Assets relevant to such conflicting terms.

All Intellectual Property and related Intellectual Property Rights developed during the period of this Agreement and related to the Project shall be jointly owned by both parties. Consistent with the foregoing, each party hereby assigns and agrees to assign, its respective rights, title and interest in and to all such Intellectual Property and Intellectual Property Rights as they currently exist [or as may be modified in the future]. As of the effective date of this Agreement, the parties shall hold all rights, title and interest in and to the Intellectual Assets as equal joint owners, without a duty to account for profits or otherwise compensate the other joint owner.

Results and products of research and all other Intellectual Assets are considered "international public goods" as set forth in the CGIAR IA Principles. Genetic engineering/biotechnology research requires that Collaborator's policy and procedures on biosafety are in accordance with international standards and strictly follow the national regulations of the target countries (see [CGIAR implementation guidelines](#)).

IFPRI shall have the right of first publication with respect to the Intellectual Assets, and Collaborator shall not (and shall not permit any third party to) disclose any Intellectual Assets, in whole or in part, to any third party prior to the release of the applicable Intellectual Assets to the general public by IFPRI.

Collaborator represents, warrants and covenants that: (a) it has all and/or shall obtain any and all necessary rights, licenses, consents, permission and/or other approvals in connection with the performance of its obligations under this Agreement; (b) it will perform all of its obligations hereunder (i) in compliance with all applicable laws, rules, and regulations, and (ii) with reasonable skill and care in a competent and professional manner and at a level of quality not less than that prevailing in the relevant industry; (c) its performance hereunder (including any Intellectual



Property it may develop) will not violate or infringe upon any third party's Intellectual Property Rights.

### **3. Legal and Regulatory Approvals**

Collaborator agrees that for each venue in which the Project is conducted (either by Collaborator's organization or sub grantees or subcontractors) all legal and regulatory approvals necessary for the activities being conducted will be obtained in advance of commencing the regulated activity. Research involving recombinant DNA or any organism, substance or material considered to be a biohazard, the use, transport or release of modified insect vectors, genetically altered plants or other genetically modified organisms, or of substances or organisms classified as "select agents" by the U.S. government must adhere to internationally recognized best industry practices, as applicable and necessary to conduct all the activities and achieve the anticipated outcomes described in the proposal. All regulated activities must comply with or exceed applicable regulations in the country where activities are to be conducted including the management of biological resources, genetic resources or biodiversity. Without limiting the generality of the foregoing, Collaborator shall obtain the necessary research permits to access biological and genetic resources, to conduct research, respect applicable biosafety regulations, intellectual property norms, and any special provisions that apply to activities under this Agreement.

Consistent with the foregoing, the Parties undertake to promote the conservation and sustainable use of biological and genetic resources.

### **4. Human and Animal Subjects**

For all research activities and clinical trials involving human and animal subjects, Collaborator agrees to ensure that the appropriate Institutional Review Boards ("IRBs") and ethical committees will review and approve the research and clinical protocols prior to trial initiation, unless otherwise specified by IFPRI. Applicable documentation shall be made available to IFPRI upon request. Collaborator agrees to conduct clinical trials under the generally accepted principles of "Good Clinical Practices" as defined by the International Conference on Harmonization (ICH) E-6 Standard, the United States Food and Drug Administration (FDA) or the European Agency for the Evaluation of Medicinal Products (EMA), as applicable. Further, Collaborator agrees to conduct all research activities involving human subjects in accordance with the ethical principles set forth in the report of the National Commission for the Protection of Human Subjects of Biomedical and Behavioral Research (the "Belmont Report"). Collaborator specifically agrees that no funds will be expended to enroll human and animal subjects until the necessary regulatory and ethical bodies' approvals are obtained. Collaborator agrees to obtain the review and approval of the appropriate Institutional Biosafety Committee for research involving biohazards and recombinant DNA. Collaborator agrees to provide prompt notice to IFPRI if the facts and circumstances regarding the approval status of the IRBs or ethical committees change.

For clinical trials, and in keeping with "Good Clinical Practice" standards, Collaborator will disclose to subjects and the IRBs what care and/or referrals will be available through participation in the studies." Institutional policies regarding the level of care to be provided to any personnel who may be injured as a result of their work during the Project should be developed, approved, and implemented with notice to Collaborator's employees.

### **5. Ethics**

#### **5.1 Professional Conduct and Harassment**

Collaborator agrees to observe the highest standard of ethics and shall perform the services with utmost care and in a manner that fosters and preserve performance in a safe,



**6. Confidentiality and Data Security**

- (a) Collaborator shall not permit the disclosure, duplication or use of any information deemed by IFPRI to be confidential or proprietary information.
- (b) Collaborator shall institute and maintain throughout the term of this Agreement industry standard practices for systems security in order to guard against the unauthorized access, alteration, destruction or loss of any data relating to the Project or any IFPRI data, which practices shall (A) include a real-time intrusion detection system and (B) comply with all applicable laws, rules and regulations. Collaborator shall immediately, upon discovery, notify IFPRI of (1) any unauthorized disclosure, possession, use or modification of any such data or any attempted breach of Collaborator's security measures, by any person or entity; and (2) the corrective action taken in response thereto. Collaborator shall monitor, evaluate and, in its commercially reasonable and professional discretion, adjust its information security systems and procedures in response to relevant changes in technology, changes in the sensitivity of such data and internal and external threats to information security; provided that Collaborator shall not make any change that, alone or in the aggregate, materially and adversely affects the security of any such data.
- (c) Collaborator shall comply with the following requirements on personal data protection: (a) ensure it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data; (b) ensure that all of collaborator's personnel, including but not limited to volunteers, officers, staff, consultants and contractors, who have access to personal data related to this Agreement are obliged to keep it confidential; (c) obtain all appropriate consents relating to the use of personal data as necessary for purposes and performance of this Agreement; and (d) notify IFPRI without delay of any actual or potential breach of this clause and provide such further information regarding any such breach as may subsequently become available or be requested by IFPRI.

**7. Indemnity**

Collaborator agrees to hold harmless and indemnify IFPRI and its employees from all costs, expenses (including reasonable attorneys' fees), losses, damages and liabilities resulting from claims, demands and causes of action (i) by third parties related to or arising from any death, bodily injury, property damage, or any other cause of action arising out of or in connection with Collaborator's breach or performance of its obligations under this Agreement, (ii) by, on behalf of, or related to, any prospective, then-current or former employee or contractor of Collaborator including, without limitation, any claim arising under occupational health and safety, workers' compensation, ERISA or other applicable law, rule or regulation, or any claim based on a theory that IFPRI is an employer or joint employer of any such employee or contractor of Collaborator, or (iii) related to or arising from any breach or alleged breach of Collaborator's representations, warranties, and/or covenants under this Agreement. In the event that Collaborator learns of such an actual or potential claim, demand or cause of action against IFPRI and/or Collaborator by a third party or by a current or former employee or contractor of Collaborator, Collaborator shall promptly notify IFPRI in writing of such claim, demand or cause of action. IFPRI reserves the right to retain counsel of its choice, at Collaborator's expense, to defend against any such claim, demand or cause of action. This indemnification clause shall survive termination of this Agreement.



pleasant, courteous, and cooperative atmosphere. Workplace shall be free of all forms of discrimination or harassment, including sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or any other visual, verbal, or physical conduct of a sexual nature. Collaborator agrees not to discriminate against persons on the basis of sex, gender, race, color, national origin, age, religion, disability, sexual orientation or any other legally protected characteristic in the implementation of the activities related to this Agreement, and to make every effort to respect the principles of the UN Convention on the Rights of Persons with Disabilities in performing such activities. To that end, and to the extent this goal can be accomplished within the scope of the objectives of this Agreement, Collaborator should demonstrate a comprehensive and consistent approach for including men, women and children with legally protected characteristics consistent with such principles: (1) respect for inherent dignity, individual autonomy including the freedom to make one's own choices, and independence of persons; (2) non-discrimination; (3) full and effective participation and inclusion in society; (4) respect for difference and acceptance of persons with disabilities as part of human diversity and humanity; (5) equality of opportunity; (6) accessibility; (7) equality between men and women; and (8) respect for the evolving capacities of children with disabilities. The full text of the UN Convention on the Rights of Persons with Disabilities can be found at the following website:

<https://www.un.org/development/desa/disabilities/convention-on-the-rights-of-persons-with-disabilities.html>.

## 5.2 Child Protection

Collaborator agrees to put in place safeguards that ensure the well-being of children – that children are protected from all forms of physical or mental violence, neglect, maltreatment or exploitation, including sexual abuse. (UN Convention on the Rights of the Child (1989, Article 19). Collaborator recognizes and agrees that a child has the right to protection from abuse during any IFPRI related program or activity. This includes protection from: exploitation, inhuman treatment, neglect, gender discrimination, religious/caste discrimination, physical abuse, sexual abuse, verbal abuse, emotional and psychological abuse, and corporal punishment.

## 5.3 Equal Opportunity

If applicable, the Equal Opportunity Clause set forth in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. In addition, but also only if applicable, **Collaborator shall abide by the requirements of 41 C.F.R. §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

## 5.4 Anti-Corruption

Collaborator confirms that it has not engaged in, nor shall engage in any corrupt, fraudulent, collusive, coercive, and obstructive practices, including bribery and kickback, in entering into or implementing this agreement. In the event that the Collaborator becomes aware of information that indicates the need for further scrutiny of use of the funds in violation of this section of this Agreement, the Collaborator shall promptly notify IFPRI thereof.



## **8. Use of Funds**

### **8.1 Allowable Costs**

- (a) Costs incurred by Collaborator in carrying out the purposes of this grant, shall be reasonable, allocable, and allowable.
  - i. "Reasonable" means those costs that do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.
  - ii. "Allocable" means those costs that are necessary to this grant.
  - iii. "Allowable" means those costs that are reasonable and allocable, and that conform to any limitations set forth in this Agreement.
- (b) Collaborator is encouraged to obtain IFPRI's written determination as to whether the cost will be allowable before incurring a questionable or unique cost.

### **8.2 Prohibited Use of Funds**

- (a) Recognizing the obligations of countries that are members of the United Nations under various United Nations Security Council resolutions to take measures to prevent financing of terrorists, Collaborator agrees to undertake to use reasonable efforts, consistent with their governing arrangements and policies, including those pertaining to combating financing for terrorists, to ensure that the funds disbursed from IFPRI are used for their intended purposes and are not diverted to individuals or entities associated with terrorism, as identified in accordance with relevant United Nations Security Council resolutions. Collaborator shall (i) not use such funds for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to the recipient's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, including under United Nations Security Council Resolution 1373 and related resolutions, and (ii) include a corresponding provision in any Sub Agreements that the recipient enters into with entities to which the recipient makes such funds available. While Collaborator must comply with the prohibition set forth in this clause 8.2(a), for the avoidance of doubt, this clause 8.2(a) does not prevent Collaborator from operating or partnering in territories where threats of terrorism may be present.
- (b) Collaborator shall not partner with any other organization or subcontractor in implementing this Agreement that (a) appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury's Office of Foreign Assets Control available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or any similar list maintained by the European Union, or (b) within the past five years, has been found guilty or liable under any anti-money laundering, trading with the enemy, anti-bribery or similar statutes of any country, or is under investigation with respect to any of the foregoing and such investigation has been publicly announced by the investigating entity or body.

### **8.3 Lobbying**

Collaborator agrees that no portion of the Funds for the purpose of this Agreement, is earmarked for lobbying activity, defined as attempting to influence legislation (1) through affecting the opinion of the general public or any segment thereof (i.e. grassroots

lobbying), or (2) through communications with any member or employee of a legislative body.

**8.4 Electioneering**

Collaborator confirms that Funds for use in related activities shall not be used to influence the outcome of any specific public election or to directly or indirectly carry on any voter registration drive.

**8.5 Drug trafficking**

Funds shall not be used in support of drug trafficking.

**8.6 Compliance with Laws**

Collaborator agrees to comply with all laws, statutes, regulations, rulings or enactments of any governmental authority that are applicable at the place of work or to its performance of its obligations under this Agreement.

**9. Standard Citation**

All publications, videos, or other information /media products funded or partially funded by IFPRI shall acknowledge the contribution made by IFPRI. The product(s) shall state that the views expressed by the author(s) do not necessarily reflect those of IFPRI.

Wording for acknowledgement

*"Financial support for this study was provided by IFPRI ([www.IFPRI.org](http://www.IFPRI.org)), an international research organization that seeks sustainable solutions for ending hunger and poverty. The views expressed may not necessarily reflect those of IFPRI.*

**10. Use of IFPRI Program Names, Trademarks and Logos**

Use of the IFPRI Program names, trademarks, and logos or any other names, trademarks, and logos of IFPRI (collectively "IFPRI Marks") by Collaborator in any press release, public statement, or in any other public manner, requires prior written approval by IFPRI in each instance. Collaborator acknowledges and agrees that IFPRI owns all right, title and interest in and to the IFPRI Marks and the associated goodwill, and that any and all use of the IFPRI Marks by Collaborator and any associated goodwill will inure solely to IFPRI's benefit. Any and all use of the IFPRI Marks by Collaborator shall conform to standards of quality at least comparable to that of IFPRI immediately before the effective date of this Agreement, or other standards of quality that IFPRI may from time to time reasonably require, with respect to the display of and activities conducted under the IFPRI Marks.

**11. Record Retention, Access and Audit**

- (a) Collaborator must maintain financial records, supporting documents, statistical records and all other records, to support performance of, and charges to this Agreement. Such records must comply with accounting principles generally accepted in the U.S., the Cooperating Country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation), as applicable. Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this



Agreement such as receipt and use of goods and services acquired under this Agreement. Unless otherwise notified by IFPRI, Collaborator's records and sub-recipient records that pertain to this Agreement must be retained for a period of three years for the date of submission of the final expenditure report.

- (b) IFPRI or any of its authorized representatives, must have the right of access to any documents, papers or other records of Collaborator, which are pertinent to the Agreement, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access, if applicable, to Collaborator's personnel for the purpose of interview and discussion related to such documents. If any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the three-year period referred to in Section 11(a), the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later.

## **12. Miscellaneous**

### **12.1 Prohibition on Assignment**

Collaborator shall not assign this Agreement in whole or in part nor assign or delegate any of his/her/its obligations hereunder without the prior written consent of IFPRI.

### **12.2 Return of Equipment and Materials**

#### **(1) Ownership and Insurance of Vehicles and Equipment**

It is understood and agreed that all vehicles or equipment with value equivalent to or greater than USD1,000 purchased with funds provided by IFPRI, whether or not procured by Collaborator shall be regarded, at the time of delivery, as property belonging to IFPRI. In the event that it is the practice of Collaborator receiving the equipment to insure its own vehicles or equipment, Collaborator shall arrange to insure any vehicles or equipment purchased with funds provided by IFPRI.

#### **(2) Use of Vehicles and Equipment Purchased by IFPRI**

Collaborator shall ensure that any vehicle and equipment with value equivalent to or greater than USD1,000 purchased with grant funds shall be used exclusively for carrying out the objectives of the Agreement and only made available to personnel working on the Agreement for their official use. A suitable log book shall be maintained to record vehicle use, and IFPRI reserves the right to examine this travel log book.

#### **(3) Sale, Cession or Disposal of Vehicles and Equipment**

During the course of the Agreement, no vehicles or equipment with value equivalent to or greater than USD1,000 purchased with funds provided by IFPRI shall be sold, ceded, or otherwise disposed of without the prior approval of IFPRI.

Upon the termination or expiration of this Agreement, Collaborator shall immediately return to IFPRI any and all equipment with value equivalent to or greater than USD1,000 provided and purchased directly by IFPRI in connection with this Agreement or provide a disposition plan.

Collaborator shall submit a disposition plan to IFPRI for all equipment purchased directly by Collaborator 60 days before the end of the Agreement. Implementation of the plan shall be made upon receipt of IFPRI's approval.

12.3 Conflict of Interest

Collaborator represents and warrants that, as of the date of this Agreement, no conflict of interest exists or is likely to arise in the performance of his/her/its obligations under the Agreement. If, during the terms of the Agreement, a conflict or risk of conflict of interest arises, Collaborator shall notify IFPRI immediately in writing of such conflict or risk or conflict.

12.4 Insurance

Collaborator shall be responsible, at his/her/its own expense, for obtaining appropriate insurance in connection with work under this Agreement, including but not limited to travel, medical, and professional liability insurance, and shall provide evidence of such insurance to IFPRI upon request.

12.5 Governing Law

This Agreement shall be interpreted and enforced according to the laws of the District of Columbia.

12.6 Waiver; Partial Invalidity

No term or provision of this Agreement shall be deemed waived, nor any breach of the Agreement excused, unless such waiver shall be in writing and signed by both parties hereto. Should any part of this Agreement, for any reason, be declared invalid by a court of competent jurisdiction, such ruling shall not affect the validity of any remaining provisions, which shall remain in full force and effect.

12.7 Notices

All notices required under this Agreement shall be sent in writing by certified mail, return receipt requested, personal delivery, or by facsimile to Collaborator at the address stated, and to IFPRI at its headquarters location, attention Contracts and Grants Administrator.

12.8 No Joint Venture

This Agreement shall not be construed to create a joint venture or partnership between IFPRI and Collaborator. Collaborator shall not represent himself/herself/itself, and shall ensure that his/her/its employees do not represent themselves, as being employees, partners or agents of IFPRI.

12.9 Entire Agreement

This Agreement, including the Exhibits, embodies the entire Agreement between the parties on this subject matter and supersedes any and all prior Agreements, written or oral, between the parties. No modification, amendment or deletion of the terms hereof shall be effective unless made in writing and signed by both parties hereto.



### **13. Force Majeure**

If the performance by either party of any of its obligations under this Agreement (including a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, that party will not be in breach of this Agreement because of that delay in performance. However, if there is extended delay in performance, termination of the agreement may be considered.

### **14. Termination**

#### **(a) Termination by IFPRI for Cause**

The failure of Collaborator to perform the program of work required hereunder in a timely and professional fashion, or otherwise to comply with the terms and conditions of this Agreement, shall be grounds for termination of this Agreement by IFPRI for cause. Upon such occurrence, IFPRI shall give Collaborator notice of intent to terminate, and Collaborator shall have thirty days to cure the defect in his/her/its performance. If Collaborator shall fail to do so, IFPRI may, by written notice, terminate the Agreement and recover from Collaborator any loss or damage suffered by IFPRI.

#### **(b) Termination by IFPRI for Convenience**

IFPRI may, at any time by written notice to Collaborator, suspend or terminate this Agreement in whole or in part for its convenience. Upon receipt of such notice, Collaborator shall cease or reduce work according to the tenor of the notice and shall use his/her/its best efforts to mitigate consequential losses or any kind of liability to IFPRI. Collaborator may submit a claim for compensation and IFPRI shall pay to Collaborator such amounts as are fair and reasonable in respect of any costs incurred and unavoidable commitments reasonably and necessarily incurred by Collaborator in connection with Collaborator's fulfillment of its obligations under this Agreement, provided, however, that:

- (1) Collaborator shall not be entitled to compensation for loss of prospective profits;
- (2) IFPRI shall not be liable to pay any amount which, when added to the amounts payment under the Agreement, would exceed the total payment amount set forth in the Agreement;
- (3) IFPRI shall not be liable to Collaborator for any amounts that Collaborator is entitled to recover from any insurance; and
- (4) Collaborator shall use his/her/its best efforts to mitigate any such amounts.

#### **(c) Obligations on Termination**

Upon expiration or termination of this Agreement, in addition to its other obligations hereunder, including Section 12.2, Collaborator shall return to IFPRI all of its confidential information and other property or destroy or completely delete such confidential information in accordance with all applicable laws, rules and regulations. With respect to each item of confidential information destroyed or completely deleted, such destruction or complete deletion shall be certified in writing to IFPRI.

#### **(d) Survival**

Neither the expiration, nor any termination of this Agreement by either party shall affect the rights and obligations of the parties accrued prior to the effective date of expiration or termination. The provisions of Sections III and VII of the Research Agreement and Sections

1, 2, 8, 11, 12, 14(c), 14(d), and 15 of these General Provisions shall survive the expiration or any termination of this Agreement.

**15. Dispute Resolution**

All disputes arising between IFPRI and Collaborator, or relating to this Agreement, or the breach, termination or invalidity thereof, which cannot be resolved through direct negotiation, shall be settled by arbitration in the District of Columbia, by three arbitrators, in accordance with the International Arbitration Rules of the American Arbitration Association. IFPRI and Collaborator shall each appoint one arbitrator, and the two arbitrators so appointed shall appoint the third, who shall act as chairman. In lieu of the above procedure, the parties may agree to appoint a sole arbitrator. Judgment upon the award by the arbitrator(s) will be final and binding and may be entered in any court having jurisdiction thereof.

*Revised 03/01/19*



अन्तर्राष्ट्रीय जनसंख्या  
विज्ञान संस्थान  
(विश्वविद्यालय समतुल्य)\*

स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार का स्वायत्त संगठन  
गोवन्दी स्टेशन रोड, देवनार, मुम्बई - 400 088, भारत



(स्थापना/ Established in 1956)  
बेहतर भविष्य के लिए क्षमता निर्माण  
Capacity Building for a Better Future

1332  
International Institute for  
Population Sciences  
(Deemed University)\*

An Autonomous Organization of Ministry of Health & Family Welfare, Govt. of India  
Govandi Station Road, Deonar, Mumbai - 400 088, INDIA

BY COURIER

IIPS/ UNICEF/ 287/2019

16/12/2019

To

Ms. Rajeshwari Chandrasekar

Chief, Mumbai Field Office, UNICEF

4<sup>th</sup> Floor, Atrium 215, B Wing,

Behind Courtyard Marriot,

Chakala, Andheri East,

Mumbai- 400093.



Sub: Submission of signed copy of technical proposal, ToR, budget and Face form of the project titled  
"Protection of children affected by seasonal migration: A study in Jalna district of Maharashtra".

Madam

Greetings from IIPS.

Attached please find the of signed copy of technical proposal, budget and Face form of the project  
titled "Protection of children affected by seasonal migration: A study in Jalna district of Maharashtra"  
for your kind perusal and needful action.

Yours sincerely

K. C. Das

Project Coordinator



# Protection of Children Affected by Seasonal Migration: A Study in Jalna District, Maharashtra

Project title	Protection of Children Affected by Seasonal Migration: A Study in Jalna District, Maharashtra	
Geographical Coverage	Jalna, Maharashtra	
Funds requested from UNICEF	INR 91,47,120	
Organization Contribution		
Applicant Organization	International Institute for Population Sciences	
Address	Govandi Station Road, Deonar, Mumbai-88	
Contact Person	Prof Kailash Chandra Das, Prof R. B. Bhagat Prof. Archana Roy	
Phone and Email	6370205856/02242372424; <a href="mailto:kcdas@iips.net">kcdas@iips.net</a> / <a href="mailto:daskc@yahoo.com">daskc@yahoo.com</a>	
Time Frame	Project duration	18 Months
	Start date	20/12/2019
	Completion date	19/06/2021

## Introduction

Jalna is a district in the Aurangabad division of Maharashtra, home to 19 million people in 2011. There is both in-migration and out-migration from this area, parts of which are highly fertile and densely worked in. Families come from various parts of Maharashtra and Madhya Pradesh for seasonal work in brick kilns, stone quarries, cotton ginning factories and the sugarcane industry.

Children migrate with parents that work in sugarcane factories, cotton ginning, brick kilns and stone quarries. For all of them, these conditions present several challenges. The makeshift accommodations in which many families live constitute high risk areas for young children and adolescent girls, all the more so as they are often left alone while parents are out at work. Living accommodation is often precarious, easily accessible to outsiders. These areas often have no basic amenities including electricity, water or sanitation, and teem with insects and other animals in temperatures that often exceed 40 degrees. Children often work, helping their parents with the harvesting and with domestic chores. This contributes to low school attendance, which is further exacerbated by lack of information about the right to enroll in local schools at the destination and the process.

Children that stay behind in their home villages for the months that parents migrate, face a related set of challenges. Some of these children are cared for by grandparents or other relatives, while others fend for themselves. Many are without resources to meet their basic needs: parents paying down debt on a piecemeal basis are not always able to send back sufficient support and earning opportunities in source villages are often scarce. Children living alone or in families under increased strain are vulnerable to child labor, deteriorating mental health, sporadic school attendance, school dropout, and child marriage.

Although Jalna has high rates of out migration, field research by UNICEF revealed that many families migrated into Jalna from other parts of Maharashtra. In 2017-18, approximately 17940 families

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migrated into 153 worksites across all eight blocks of Jalna for seasonal work at four work sectors (sugar cane harvesting, brick kilns, cotton ginning factories, stone quarries). Although 85 percent of the families are internal migrants from different parts of Maharashtra, most children did not have access to education at the destination points. A rapid assessment of the situation of children at work sites in Jalna conducted by UNICEF in 2017-2018 revealed that living conditions at the work sites were poor, few work sites provided drinking water, toilets, safe bathing spaces or electricity. Children and their families did not have access to services of education, health, nutrition or protection at most of the worksites.

The proposed study will rigorously explore the child protection and child rights challenges generated by these patterns of seasonal migration, the policies and programmes established to address them and what can be improved and strengthened.

#### Objectives of the study

1. To understand the situation of children affected by seasonal migration in Jalna, including who they are, where they come from, their living conditions, and daily activities.
2. To identify the challenges faced by seasonal child migrants and their needs.
3. To ascertain the consequences of seasonal migration on children.
4. To identify gaps in existing strategies and solutions for children affected by seasonal migration and find more sustainable solutions.
5. To develop recommendations for strengthening policy and programmes for children affected by seasonal migration.

#### Key Questions

In particular, the study will investigate the following three key research questions that is linked to one or more objectives.

1. **What is the situation of children affected by migration and what are their needs?**

This research question covers Objective 1: To understand the situation of children affected by seasonal migration and their needs. The sub questions are:

- ≠ What are demographics of child migrants in Jalna?
- ≠ Is there a difference in the socio-economic characteristics of the children who migrate with their parents (both in and out of Jalna) or stay back?
- ≠ Are there families who have children who migrate with them and also stay back?
- ≠ What are the factors that affect such decisions?
- ≠ What are the reasons that children migrate with their parents or chose to stay back?
- ≠ Which children affected by migration are most impacted?
  - Age, gender, caste, disabilities etc
- ≠ How do children experience seasonal migration?
  - Are they aware of what seasonal migration is and what it means?
  - Do they have a say in decisions related to migration?
  - How do they talk about and experience seasonal migration?

The experiences of children will be examined through the use of a gender and age lens.



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## 2. How does seasonal migration impact children?

This research question covers Objective 2: To ascertain the impact of seasonal migration on children. The sub questions are:

- ≠ In what way does seasonal migration have an impact on children?
  - How does seasonal migration improve/deteriorate the basic rights of children such as education, health, nutrition and protection?
  - How does seasonal migration affect children physically, socially, psychologically and emotionally?
- ≠ What existing social services do children affected by migration have access to?
  - How does this vary by geography, socio-demographic group?
  - How is access made possible/ensured?
- ≠ What existing social services children affected by migration do not have access to?
  - How does this vary by geography, socio-demographic group?
  - Why do children affected by migration not have access to these services?
  - What challenges do migrant children and their caregivers/ parents face when accessing social services?
- ≠ How did access to social services change for children when they are affected by migration?

The above will include a comparison of children who migrate with their parents with children who stay back with grandparents/caregivers when their parents migrate.

## 3. What solutions already exist?

This research question covers Objectives 3 and 4: to explore existing solutions and identify gaps that exist and to develop recommendations for policy and planning. The sub questions are:

- ≠ What strategies or solutions have been designed for children affected by migration in Jalna or nationally and globally, if any?
  - How do these strategies/solutions attempt to address the negative impact of migration on children?
  - How do these strategies/solutions attempt to address the lack of access to services of children affect by migration?
  - What perceptions do migrant parents have of these strategies/solutions? What challenges so they experience?
  - What are the existing policies and programmes being implemented by government as well as NGOs and through partnerships that already exist on the ground?
  - What are the solutions, if any, that have been developed by the communities/villages?
- ≠ What are the gaps of existing strategies and solutions?
- ≠ What are the recommendations for policy imperatives?

### Project Overview

The proposed collaboration between UNICEF and IIPS will involve the collection and analysis of data at three levels:

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*16/12/2019*





**A. A desk review of the existing literature & administrative data for Jalna**

Academic and grey literature on the links between seasonal migration and child rights and child protection will be reviewed to examine patterns and trends of seasonal migration in Jalna or nationally and globally. Gram Panchayat data on access to services by children affected by seasonal migration will also be sought and analysed for this purpose. Existing government and UNICEF schemes, policies and programs addressing seasonal migration in Jalna or nationally and globally will be mapped. The relevant budgetary allocations for Jalna district for all seasonal migrants will also be determined.

**B. Cross Sectional Data Collection and Analysis**

In order to gain new insights into the challenges faced by children affected by migration and their parents, a cross sectional data collection and analysis has been planned. This study will focus on four groups of children, three of which are affected by seasonal migration, i.e.

- Children from Jalna who stay at home when their parents migrate
- Children from Jalna who migrate with their parents
- In migrant children (from other parts of the state and country) at work sites in Jalna

A fourth group comprising children from non-migrant households will also be included to allow for a comparison of indicators related to child protection, health, nutrition and education and ascertain the impact of seasonal migration on children.

Data would be collected through the use of multiple tools that include Quantitative household surveys, qualitative data collection methods with children and households, focus group discussions and observation guides. The survey instruments will be aligned with efforts underway in other states by UNICEF to enable comparison across states. Please refer to table below for details of the same.

Data collection method	Respondent group	Number of respondents	Key components covered
Quantitative household surveys	<ul style="list-style-type: none"><li>• Households with children who migrate with parents</li><li>• Households with children who stay back when parents migrate,</li><li>• Households with children that migrate into Jalna for seasonal work</li><li>• Households with children that do not migrate</li></ul>	400 in each of the four categories. (1 adult and 1 child would be covered in each household)	Key demographics, drivers of migration, key outcomes for children, access to services of education, health, nutrition (including anthropometric measurements for child respondents) and protection
Qualitative data collection methods with children	<ul style="list-style-type: none"><li>• children who migrate with parents</li><li>• children who stay back when parents migrate</li><li>• children from in-migrant families</li></ul>		Perception and experience around migration, Any changes and challenges faced in terms of access to services, Social, psychological and emotional impact of migration

*Q. D. A. S.*  
16/12/2019



Qualitative data collection methods with households	<ul style="list-style-type: none"> <li>• Migrant households: <ul style="list-style-type: none"> <li>○ children who migrate with parents</li> <li>○ children who stay back when parents migrate,</li> <li>○ children from in-migrant families</li> </ul> </li> </ul>	Any changes and challenges faced in terms of access to services Any changes in family relations/dynamics due to migration
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Every care will be taken to ensure that the sample covers an equal number of girls and boys as well as children of different ages so as to ensure a comprehensive understanding of the impact of seasonal migration on children across age and gender. However, data will not be collected from children aged less than 10 as such young children may not be able to respond to some of the questions and express their views.

Stratified sampling will be used to ensure that the sample covers an equal number of girls and boys as well as children of different ages so as to ensure a comprehensive understanding of the impact of seasonal migration on children across age and gender. The quantitative sample will include a random selection of households. Listing of households at the selected worksites and villages will be done as part of the sampling strategy. Qualitative samples will be selected purposively.

In addition to the qualitative methods with children and households, focus group discussions will be conducted with village stakeholders, frontline workers and service providers to examine their perceptions of the engagement with children who stay back during the season of migration as below.

Respondent Group to examine access to services as well as strategies and solutions for children affected by seasonal migration	Total
Balmitras (in intervention villages alone)	4
Caregivers (in both intervention and non-intervention villages)	4
Multi-stakeholders (VCPC, SMC, Asha, AWW) at village level (in both intervention and non-intervention villages)	4
<b>Total FGDs</b>	<b>12</b>

**C. In-depth qualitative interviews or Key Informant Interviews with child protection stakeholders**  
In-depth or Key Informant Interviews (KIIs) will be conducted with district level stakeholders to assess current implementation of policies, understand challenges faced and identify existing gaps. Additionally, members of the factory management at the work sites (one in each sector) will also be interviewed as would the Mukadams at these work sites.

KII Respondents	No of respondents
Secretaries from Departments of Labour, WCD, Education, RDD	4
Commissioners from Departments of Labour, WCD, Education, RDD	4
District Collector and CEO	2
Management of factory sites (two per work sector)	8
Mukaddams (two per work sector)	8
<b>Total</b>	<b>26</b>

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16/12/2019





#### Deliverables

1. **Interim report.** One interim report will be submitted halfway through the project and will contain a summary of the desk review, the literature review, an update of work done in the preceding months as well as an eyeball analysis of data collected.
2. **Desk review report**
3. **Final report.** Will summarize lessons learned, analysis over time.
4. **Policy deliverables.** Practical, advocacy focused outputs that support UNICEF in its work to improve policies for children of seasonal migrants in Maharashtra and throughout India, collaborating with the private sector (factories), government (education, police, labour, DSW, WCD), and local bodies (village level child protection committees, gram panchayats, school management committees and youth groups).
5. **Conference.** A conference in Delhi or Bombay that brings together relevant stakeholders to share findings of the research and best practices from other areas of India, and to encourage future collaboration around strengthened child protection policy in the context seasonal migration. This forum can also be used to help decide questions that the Census 2021 can include on internal migration. Select practitioners, academicians and policy makers will be brought together to form a learning community that will further the policy and programming on children on the move.
6. **Journal Article:** An article will be written jointly by the research agency and UNICEF and submitted for published in an academic journal

*Q. D. Desai*  
16/12/2019



# BUDGET

Programme Cooperation Agreement Title: Protection of Children Affected by Seasonal Migration: A Study in Jalna District, Maharashtra

Location: Maharashtra  
 Responsible Officer(s): Prof. Kalish Chandra Das, Prof. R. B. Bhagat, Prof. Archana Roy  
 Implementing Partner: IIPS, Mumbai  
 Project Period: 18 months

Amount in Indian Rupees\*

Programme Costs								UNICEF Contribution					
No.	Items	Unit	Quantity	Unit cost	Total budgeted (D+E)	Partner's contribution	Total UNICEF Contribution	Dec 19 - Mar 20	Mar - Jun 20	Jun - Sep 20	Oct - Dec 20	Jan - Mar 21	Apr - Jun 21
A	B	C	D	E	F	G	H	I	J	K	L	M	N
1.0	Staff												
1.1	Senior Project Officer (1 @ 60000/ month x 18 months)	Months	18	60,000	1,080,000.00	-	1,080,000.00	180,000	180,000	180,000	180,000	180,000	180,000
1.2	Project Officer (3 @ 40000/ month x 18 months)	Person/m	54	40,000	2,160,000.00	-	2,160,000.00	360,000	360,000	360,000	360,000	360,000	360,000
2.0	Training workshop (Qualitative 4 days)											0	0
2.1	Food (@ 400 x 15 persons x 4 days, as per actuals)	Nos/day	60	400	24,000.00	-	24,000.00	24,000					
2.2	Travel (for 02 Resource persons @ 1500/person as per actuals)	Nos	2	1,500	3,000.00	-	3,000.00	3,000					
2.3	Honorarium to resource persons (02 @ 5000/day)	Nos	2	5,000	10,000.00	-	10,000.00	10,000					
2.4	Stationery, handouts and pen drives (as per actuals)	Nos	10	1,000	10,000.00	-	10,000.00	10,000					
3.0	Training workshop (Quantitative, 1 week in January and 1 week in June at Jalna)											0	0
3.1	Venue @ 5000/day x 5 days x 2 times (as per actuals)	Days	10	5,000	50,000.00	-	50,000.00	25,000		25,000			
3.2	LCD Projector and audio system (if hired separately) @ 2000/day x 5 days (as per actuals)		10	2,500	25,000.00		25,000.00	12,500		12,500			

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3.3	Food and accommodation (@ 2700/day x 30 data collectors, IIPS staff, Jaina team etc for 2 rounds of 8 days each, as per actuals)	Nos/day	480	2,700	1,296,000.00	-	1,296,000.00	648,000	-	648,000	-	-	-
3.4	Travel (to Jaina for data collectors @ 250/ person x 2 ways x 15 people x 2 rounds, as per actuals)	Nos	60	250	15,000.00	-	15,000.00	7,500	-	7,500	-	-	-
3.5	DA for resource persons (@ 1200 x 5 days x 2 rounds x 3 persons)	Nos	30	1,200	36,000.00	-	36,000.00	18,000	-	18,000	-	-	-
3.6	Conveyance vehicle hire for tool testing field trip (As per actuals, 2 vehicles x 2 days x 2 times)	Nos	8	4,000	32,000.00	-	32,000.00	16,000	-	16,000	-	-	-
3.7	Travel to Jaina (airfare for IIPS faculty, as per actuals)	Nos	6	15,000	90,000.00	-	90,000.00	45,000	-	45,000	-	-	-
3.8	Travel to Jaina (IIPS team, 4 persons @ 3000/ person/ roundtrip train x 2 times, as per actuals)	Nos	8	3,000	24,000.00	-	24,000.00	12,000	-	12,000	-	-	-
3.9	Weighing machine and stadiometer for BMI (@ Rs 5000/set/ data collector x 10 )	Nos	10	5,000	50,000.00	-	50,000.00	50,000	-	-	-	-	-
3.10	Stationery and handouts (as per actuals)	Nos	30	100	3,000.00	-	3,000.00	1,500	-	1,500	-	-	-
4.0	Data Collection (Quantitative, two rounds, one each in Jan-Feb and July-Aug)				-	-	-	0	-	-	-	-	-
4.1	Honorarium to data collectors @ 500/person/day x 50 days x 10 data collectors)	Nos/day	500	500	250,000.00	-	250,000.00	75,000	-	175,000	-	-	-
4.2	Food for data collectors @ 350/day x 50 days x 10 data collectors, as per actuals)	Nos/day	500	350	175,000.00	-	175,000.00	52,500	-	122,500	-	-	-



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4.3	Accommodation for data collectors @ 500/day x 50 days x 10 data collectors)	Nos/day	500	500	250,000.00	-	250,000.00	75,000	-	175,000	-	-	-	-
4.4	Data cards to data collectors @ 200/month x 10 data collectors x 3 times)	Nos	30	200	6,000.00	-	6,000.00	2,000	-	4,000	-	-	-	-
4.5	Travel to Jaina for data collection team (7 seater vehicles x 2 @ 4000/day x 50 days, as per actuals)	Nos/day	100	4,000	400,000.00	-	400,000.00	120,000	-	280,000	-	-	-	-
4.6	DA and Accommodation for SPO @ 3500 x 15 days)	Days	15	3,000	45,000.00	-	45,000.00	15,000	-	30,000	-	-	-	-
4.7	DA and Accommodation for 3 PO @ 2500 x 50 days)	Days	150	2,000	300,000.00	-	300,000.00	90,000	-	210,000	-	-	-	-
4.8	DA for IIPS for data monitoring and supervision (@ 1200 x 4 days x 2 rounds)	Nos	8	1,200	9,600.00	-	9,600.00	4,800	-	4,800	-	-	-	-
4.9	Accommodation for coordinators (@ 4000 x 4 x 2 rounds, as per actuals)		8	4,000	32,000.00	-	32,000.00	16,000	-	16,000	-	-	-	-
4.10	Travel to Jaina (airfare for IIPS faculty, as per actuals)	Nos	1	15,000	15,000.00	-	15,000.00	-	-	15,000	-	-	-	-
4.11	Local travel coordinator (1 vehicle x 4 days x 2 rounds, as per actuals)	Days	8	3,000	24,000.00	-	24,000.00	12,000	-	12,000	-	-	-	-
4.12	Travel to Jaina (IIPS team, 1 persons @ 3000/ person/ roundtrip train, as per actuals)	Nos	1	3,000	3,000.00	-	3,000.00	-	-	3,000	-	-	-	-
4.13	Digitization of quantitative tools	Nos	1	40,000	40,000.00	-	40,000.00	6,667	6,667	6,667	6,667	6,667	6,667	6,667
4.14	Development of the mobile app	Nos	1	40,000	40,000.00	-	40,000.00	6,667	6,667	6,667	6,667	6,667	6,667	6,667
4.15	Hosting Infrastructure, Source Code Management and Support	Nos	18	5,000	90,000.00	-	90,000.00	15,000	15,000	15,000	15,000	15,000	15,000	15,000
5.0	Data Collection (Qualitative, three rounds in Jan- Feb, April-May and July-Aug)					-								



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5.1	Travel to Jalna (IPS team, 4 persons @ 3000/person/ roundtrip train x 3 trips, as per actuals)	Times	12	3,000	36,000.00	-	36,000.00	12,000	12,000	12,000	-	-
5.2	DA and Accommodation for SPO @ 3500 x 15 days)	Days	15	3,500	52,500.00	-	52,500.00	17,500	17,500	17,500	-	-
5.3	DA and Accommodation for PO @ 2500 x 25 daysx 2 POS)	Person/d	50	2,500	125,000.00	-	125,000.00	50,000	25,000	50,000	-	-
5.4	DA for IPS for data supervision (@1200 x 4 days x 2 rounds)	Nos	8	1,200	9,600.00	-	9,600.00	4,800	-	4,800	-	-
5.5	Accommodation for coordinators (@ 4000 x 4 x 2 rounds, as per actuals)	Nos	8	4,000	32,000.00	-	32,000.00	16,000	-	16,000	-	-
5.6	Travel to Jalna (airfare for IPS faculty 2 rounds, as per actuals)	Nos	2	15,000	30,000.00	-	30,000.00	15,000	-	15,000	-	-
5.7	Local travel coordinator (1 vehicle x 4 days x 2 rounds, as per actuals)	Days	8	3,000	24,000.00	-	24,000.00	12,000	-	12,000	-	-
5.8	Local travel (1 vehicle x 25 days, as per actuals)	Days	25	3,000	75,000.00	-	75,000.00	30,000	15,000	30,000	-	-
6.0	Consultation for dissemination				-	-	-	-	-	-	-	0
6.1	Venue	Times	1	35,000	35,000.00	-	35,000.00	-	-	-	-	35,000
6.2	Food @1500/person x 125 people as per actuals	Nos	125	1,500	187,500.00	-	187,500.00	-	-	-	-	187,500
6.3	Design and layout of the document (4 colours, including graphs)	Nos	1	80,000	80,000.00	-	80,000.00	-	-	-	-	80,000
6.4	Printing (300 copies, as per actuals)	Nos	300	250	75,000.00	-	75,000.00	-	-	-	-	75,000
7.0	Technical Advisory Committee											0
7.1	Honarium (@5000/person x 2 times	Nos	10	5,000	50,000.00	-	50,000.00	25,000	-	-	-	25,000
7.2	Food @350x 20 persons x 2 times as per actuals	Nos	40	350	14,000.00	-	14,000.00	7,000	-	-	-	7,000
7.3	Travel (outstation expert @ 15000 x 2 persons times, as per actuals)		4	15,000	60,000.00	-	60,000.00	30,000	-	0	0	30,000



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7.4	Accommodation for outstation expert (@ 4000 x 1night x 2 persons x 2 times, as per actuals)	Nos	4	4000	16,000.00	-	16,000.00	8,000	0	0	8,000	0	
	SubTotal				7,489,200.00	0.00	7,489,200.00	2,140,433	637,833	2,558,433	568,333	638,333	945,833

#### Direct Programme Support Costs

No.	Items	Unit	Quantity	Unit cost	Total budgeted	Partner's contribution	UNICEF Contribution	UNICEF Contribution					
								Dec 19 - Mar 20	Mar - Jun 20	Jun - Sep 20	Oct - Dec 20	Jan - Mar 21	Apr - Jun 21
								1st tranche	2nd tranche	3rd tranche	4th tranche	5th tranche	6th tranche
A	B	C	D	E	F	G	H	I	J	K	L	K	L
8.1	Office Expenditure	Months	18	3,500	63,000.00	-	63,000.00	10,500	10,500	10,500	10,500	10,500	10,500
8.2	Tea and refreshments for meeting (at least 2 meeting a month x 18 months)	Months	18	3,500	63,000.00	-	63,000.00	10,500	10,500	10,500	10,500	10,500	10,500
8.3	Office communication including data cards (for core staff)	Months	18	3,500	63,000.00	-	63,000.00	10,500	10,500	10,500	10,500	10,500	10,500
8.4	Accountant cum office assistant	Months	18	40,000	720,000.00	-	720,000.00	120,000	120,000	120,000	120,000	120,000	120,000
8.5	Institutional overhead such as office space and facilities like electricity, water, Air conditioning, library, computer center, data center and other material and non-material resources including staff time	10% of total budget	-	-	748,920.00	-	748,920.00	124,820	124,820	124,820	124,820	124,820	124,820
	SubTotal				1,657,920.00	-	1,657,920.00	276,320.00	276,320.00	276,320.00	276,320.00	276,320.00	276,320.00

#### Budget Summary

Budget Category	Total budgeted	Partner's contribution	Total UNICEF Contribution	UNICEF Contribution					
				Dec 19 - Mar 20	Mar - Jun 20	Jun - Sep 20	Oct - Dec 20	Jan - Mar 21	Apr - Jun 21
Programme Costs	7,489,200.00	-	7,489,200.00	2,140,433	637,833	2,558,433	568,333	638,333	945,833
Direct Programme Support Costs	1,657,920.00	-	1,657,920.00	276,320	276,320	276,320	276,320	276,320	276,320
TOTAL BUDGET	9,147,120.00	-	9,147,120.00	2,416,753	914,153	2,834,753	844,653	914,653	1,222,153

129,014.39

129,014.39

34,086.79

12,893.56

39,982.42

11,913.31

12,900.61

17,237.71

Including of monitoring  
and supervision of initial  
days of fieldwork.

34,086.79

64,789.28

98,876.07

*16/12/2019*





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19.12.19

Prof (Dr). R.B. Bhagat,  
Head of Department,  
Department of Migration and Urban Studies,  
International Institute for Population Sciences (IIPS),  
Govandi Station Road,  
Deonar, Mumbai 4000088

Dear Professor Bhagat,

**UNICEF Partnership with IIPS for 'Protection of Children Affected by Seasonal Migration: A Study in Jalna District, Maharashtra'**

This has reference to your letter dated 16/12/2019 forwarding the budget and technical proposal for the study on children of seasonal migrants in Jalna.

We have reviewed the budget and confirm our acceptance of the budget; with UNICEF's total contribution of Rs. INR 91,47,120 as follows:

Sr.	Heads	Approved Budget
1.	Staff salaries	32,40,000.00
2.	Qualitative tool development and training workshop	47,000.00
3.	Training workshop quantitative	16,21,000.00
4.	Quantitative data collection	16,79,600.00
5.	Qualitative data collection	3,84,100.00
6.	Consultation	3,77,500.00
7.	Research advisory group meetings	1,40,000.00
8.	Direct programme support costs	16,57,920.00
<b>GRAND TOTAL</b>		<b>91,47,120.00</b>

The approved budget is in the attached annex. The expenditure shall be guided as follows:

1. The cash assistance released should be utilized only for those activities indicated above and in accordance with the approved detailed budget attached that was submitted by your office.
2. The cash assistance released by UNICEF cannot be used for procurement of any supplies and equipment except as specified in the budget.

3. The cash assistance released should be utilized within three months from the date of release of funds.
4. If your department / organization is not in a position to utilize UNICEF's cash assistance within a period of four months from the date of release of the funds, the unutilized cash assistance should be refunded to UNICEF.
5. Deviation in any budget line item should not exceed 20%. Deviations, if any, should be agreed to in writing by UNICEF prior to expenditure and provided that the total approved budget is not exceeded.

As per our financial norms, on completion of the project, we would request you to let us have the completed FACE form, a budget vs actual expenditure statement (SOE), and an activity report to enable us release reimbursement, as appropriate.

As a part of our standard operating procedure, we need to undertake the financial assessment of implementing partners. In this regards, UNICEF operation and finance team may visit your office on periodic basis, upon mutually convenient dates, and review the financial process and systems with your accounts and finance staff.

We look forward to partnering with IIPS for this Study.

With best wishes,

Yours sincerely,

  
Rajeshwari Chandrasekar  
Chief, Mumbai Field Office



India/SPSP/2022/010

09 August 2022

**Professor K. S. James**  
**Director, International Institute for Population Sciences (IIPS),**  
Govandi Station Road, Opposite Sanjona Chamber, Deonar,  
Mumbai-400088, Maharashtra

**Sub: DCT for the project "State of India's Children Report: Status and Trends in Multi-dimensional Child Development" 'August 16, 2022 to August 15, 2023.'**

Dear Prof. James,

Greetings from UNICEF!

This has reference to your Budget details dated 9 August, 2022, regarding the partnership proposal for the project on **"State of India's Children Report: Status and Trends in Multi-dimensional Child Development" 'August 16, 2022 to August 15, 2023.'**

We are pleased to confirm that the proposed activities and budget for UNICEF contribution are agreeable to us. UNICEF contribution will be Rs. 19,937,160 (Rupees nineteen million nine hundred thirty-seven thousand one hundred sixty only) in line with the detailed budget shared by you. The amount contributed by IIPS will be Rs. 1,908,000 (One million nine hundred eight only).

UNICEF as per process will disburse the following tranches of the contribution (in INR):

Item	Total budget	Partner contribution	UNICEF contribution	16-8-2022	15-11-2022	15-02-2023	15-05-2023
'State of India's Children Report: Status and Trends in Multidimensional Child Development'	21,845,160	1,908,000	19,937,160	6,397,493	3,941,327	4,670,087	4,928,253

Kindly submit a FACE form with quarterly budget release prior the start of the activities each quarter.

Expenditure statement should be submitted with voucher number, FACE Form along with detailed activity report upon completion of activities at the end of each quarter against the advance being raised. Any deviation from the agreed upon budget and activities may be informed to UNICEF in advance and only with written approvals the changes will be incorporated.

Kindly note that the accounts for the above release should be settled no later than August 31, 2023. Please note that all the original vouchers/bills related to this project should be retained at your Office for a period of (5) five years for audit/review by UNICEF staff/auditors. We request you to adhere to the timely liquidation of funds and proper submission of supporting documents.

We look forward to collaborate on developing comprehensive measure of multidimensional child development and provide policy recommendations to regain any lost ground due to the COVID-19 pandemic and accelerate progress towards the SDGs to "leave no child behind."

Yours Sincerely



Hyun Hee Ban  
Chief, Social Policy, Monitoring & Evaluation

अन्तर्राष्ट्रीय जनसंख्या  
विज्ञान संस्थान  
(विश्वविद्यालय समतुल्य)

स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार का स्वायत्त संगठन  
बी.एस. देवशी मार्ग, देवनागर, मुंबई - ४०० ०८८, भारत



International Institute for  
Population Sciences  
(Deemed to be University)

An autonomous Organisation of Ministry of Health & Family Welfare, Govt. of India  
B.S.Devashi Marg, Deonar, Mumbai - 400 088, INDIA

प्रोफेसर के. एस. जेम्स / Professor K. S. James  
निदेशक एवं वरिष्ठ प्रोफेसर / DIRECTOR & Sr. PROFESSOR

No. IIPS/DIR/UNICEF/ Dir-198 /2022  
Date: August 12, 2022

To,  
Ms. Hyun Hee Ban  
The Chief, Social Policy, Monitoring & Evaluation  
UNICEF House, 73 Lodi Estate, New Delhi- 110003.

Subject: Collaboration of IIPS with UNICEF for the project "State of India's Children Report: Status and Trends in Multi-dimensional Child Development" "August 16, 2022 to August 15, 2023".

Dear Ms. Hyun,

This is with reference to your letter no. India/SPSP/2022/010 dated August 9, 2022 regarding collaboration with UNICEF for the project "State of India's Children Report: Status and Trends in Multi-dimensional Child Development" "August 16, 2022 to August 15, 2023".

We are happy to accept this offer and please consider this letter as a formal confirmation of the contract. As requested, we are also enclosing the FACE form and ICF form for the period 16-08-2022 to 31-12-2022.

We look forward to work with you on the aforementioned project.

Thanking You,

Yours Sincerely

(Prof. K.S. James)  
Director & Sr. Professor



**Developing 'State of India's Children Report: Status and Trends in Multidimensional Child Development' – UNICEF and NITI Aayog, Government of India 2022**

- ☐ Study (an initiative to establish current knowledge around a specific topic through the descriptive summarization, interpretation or assessment of information and data)
- ☒ Research (systematic process of the collection and analysis of data and information, in order to generate new knowledge, to answer a specific question or to test a hypothesis)
- ☐ Evaluation (rigorous, systematic and objective process in the design, analysis and interpretation of information to answer specific questions)

**IR#** Type IR# and description here and Activity no. :

**Outcome 600.** Social Policy / Inclusion: Child Deprivations and Public Finance for Children

**Background**

As the world entered the Decade of Action on the Sustainable Development Goals (SDG) framework amidst the COVID-19 pandemic, the unprecedented global commitment (SDG 1) to end poverty in all its forms everywhere assumes even greater salience to the global development agenda. SDG Target 1.2 further stresses on significant reduction of multidimensional poverty for everyone, including children. The journey towards achieving these outcomes has been challenging. The combined effect due to the global pandemic, of lost learning, lowered income, food security and access to health services are estimated to result in a 4.5 per cent drop in human capital for children of school age, reducing the productivity and growth prospects of countries around the globe for decades<sup>1</sup>. At the same time, the National Family Health Survey (NFHS) 2019-21 has pointed out remarkable improvements in areas such as health and nutrition, education, and basic infrastructure. Routine measurement of factors impacting multidimensional development of children and mainstreaming the use of such analysis is therefore an essential input to steer appropriate policy action to achieve the SDGs. In its efforts to achieve the Sustainable Development Goals, while 'leaving no one behind', the Government of India, through NITI Aayog, has developed the annual SDG India Index & Dashboard since 2018, and India's first National Multidimensional Poverty Index (MPI) in November 2021. At the global level, UNICEF's "The State of the World's Children 2021" focusses on multiple dimensions of child well-being. UNICEF's "child-related SDG indicators" highlights the most recent status and analyses the progress towards achieving the relevant SDG targets. To achieve the child development priorities under the SDGs, UNICEF India is committed to support the Government of India in developing a comprehensive measure to understand the multidimensional deprivations among children and launch a joint report analysing the status of children around critical child related SDGs to establish recent trends. UNICEF hopes that this effort will contribute to the realization of the Government's commitments on the Convention of the Rights of the Child (CRC) and the SDG 1; and provide a set of policy recommendations for concerted action to regain any lost ground in terms of achieving the holistic development of every child, due to the COVID-19 pandemic and accelerate progress towards the SDGs to "leave no child behind."<sup>2</sup>

**Rationale**

A multidimensional approach applies well to children as lack of access to basic rights as enshrined in international treaties and national commitments is inherently multi-sectoral in nature.

<sup>1</sup> <https://www.unicef.org/coronavirus/3-critical-actions-finance-inclusive-recovery-children>

<sup>2</sup> <https://data.unicef.org/sdgs/country/ind/>

- Establishing a multidimensional measure to monitor the development outcomes for children is in line with SDG 1 target to report and monitor multidimensional child development.
- A recent mapping of the recent country VNRs reflects that while the number of countries reporting on child multidimensional deprivations is increasing, it remains low<sup>3</sup>. Developing comprehensive, comparable, simple and inexpensive measures is the need of the hour, an essential input to effectively report and plan for the SDGs, and will be a pioneering action for India to undertake.
- Child related indicators are commonly seen sectorally, making it challenging to track progress on overall child wellbeing. Understanding the factors impacting child development, holistically, is a crucial imperative to begin addressing them adequately to achieve the SDGs by the year 2030. Visualizing intrahousehold inequalities and understanding gender gaps, based on data availability and feasibility, are other important perspectives.

The proposed joint action will attempt to develop a report to appropriately reflect the current status and recent trends on child development in India as viewed from the inter-sectoral lens of nutrition, health, education, child protection, and access to basic standard of living, and also offer policy prescriptions drawn from good practices from the global experience.

### Objectives

Develop and launch a report to reflect the current status of children in India as viewed from the inter-sectoral lens of nutrition, health, education, child protection and access to basic standard of living, and analyse the deprivations faced by children, and also offer policy prescriptions drawn from good practices from the global experience, jointly with the Government of India and stakeholders in a consultative manner to establish the following:

- An analysis of the multidimensional factors impacting child development in India across child rights domains of consensus. What is the deprivation profile in the various dimensions? How has that changed from 2015-16 to 2019-20?
- A disaggregated analysis, on gender, age, urban-rural, disability, and state, of the multidimensional deprivations being faced by children, based on data availability.

### Use of findings

- The findings will be launched in a joint report by NITI Aayog, UNICEF and technical partners at the national level, and in selected states as appropriate.
- An interactive report will be developed and placed on government and UNICEF websites for open access distilling data by any or more indicators and disaggregation and so on.
- Consultations with line ministries and State governments will be held in the lead up to and after the report is launched to articulate and advocate for policy responses by ministries and at state levels.
- UNICEF may use the analysis in advocacy briefs and may publish additional analysis as thematic briefs in the form of knowledge products, as mutually agreed up on by both parties.
- The findings will provide impetus for cross-sectoral collaboration, planning and budgeting including through child and gender budgets, and UNICEF, NITI Aayog and partners may undertake dedicated advocacy efforts to integrate the recommendations into relevant national and state policies for children/action plans.

### Publication plan

The findings will be published in the form of a joint report by NITI Aayog, UNICEF and partners.

<sup>3</sup><https://static1.squarespace.com/static/56588879e4b0060c0b607883/t/516c2b62718fa376e6982d318/1634478957943/VNR+brief+2021.pdf>



The report will be published on NITI Aayog and UNICEF's websites as well as other appropriate fora targeting national and state level policy makers and stakeholders including children and young people. Any publication will follow NITI Aayog's, UNICEF's and technical partner organization guidelines. The methodology note will also be published.

Academic publishing of findings shall be done jointly by NITI Aayog and UNICEF. Additional analytical academic papers may be developed and submitted for academic publication on mutually agreed terms between the parties. For academic publishing, UNICEF's Guidance on External Publishing, subject to the standards of Government of India and NITI Aayog, will be followed.

## Scope of the Research

### Data and methods

The research will analyse microdata from NFHS 4 and 5, and other data sources including survey and administrative data to first develop a methodology identifying the key indicators through a review of international literature as well as experts' consultation. All possible disaggregation in line with the stated objectives will be attempted.

The analysis will consider the age group 0-17 years. Different age strata within this to develop age specific indicators in all dimensions will have to be considered. Life stages will have to be defined potentially on 0-6, 6-11, 11-19 years / 0-4, 5-9, 10-14, 15-19 years.

The effort will also conduct consultations with stakeholders including line ministries, state governments and children and adolescents to build consensus on the proposed methodology and finalize a commonly accepted approach. Stakeholder consultations will be held with state governments, children and adolescents to understand concerns and develop policy responses.

### Stakeholder Consultations

*Pre-launch consultations:* Consultations with government stakeholders and experts, the civil society organisations, and children, adolescents and youth shall be conducted before the launch of the report.

*Post-launch Consultations:* NITI Aayog and UNICEF will work together to present the report and its findings to the relevant ministries of the Government of India and the state governments. UNICEF will support these workshops in states where UNICEF has Field presence and will pair up with the ongoing planned visits at NITI's Aayog's end.

### Governance and Processes

An advisory group will be formed comprising representatives of (a) NITI Aayog (b) UNICEF (c) MoSPI (d) M/WCD (e) IIPS. The group will be anchored at NITI Aayog, and will be tasked to provide technical and advisory support to develop the report.

### Geographic focus and scope

National, all states and UTs

### Time period

8-10 months from start of the project. 1<sup>st</sup> March 2022 onward.

### Limitations & Risks

This exercise will rely on secondary data sources from national government surveys. Even though maximal care will be taken to develop a robust methodology, any challenges related to the datasets will invariably be part of this exercise as well.

### Methodology

The research team will propose a detailed methodology and finalize in consultation with NITI Aayog and UNICEF. Broad main steps are outlined below (not exhaustive and may be iterative).

1. Identify the various dimensions to include in the measure with relevance to child development
2. Map and select indicators and datasets, mix of household, child and child related indicators
3. Articulate life stages and reference population
4. Identify criteria for deprivation
5. Estimate child deprivation by dimensions and indicators, and by characteristic of interest
6. Consultations at multiple levels

### Ethical considerations

The research agency is expected to follow the ethical principles and considerations outlined in the UNICEF Procedure for Ethical Standards in Research, Evaluation and Data Collection and Analysis. In addition, the UNEG norms and standards will be observed. Sensitive information may derive from data collection and the research team will ensure the utmost confidentiality when conducting such research.

### Schedule of Tasks, deliverables and timelines [Ten months]

Tasks	Milestone	May	Jun	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Inception/kick-off consultations	Finalize workplan/implementation plan										
Review of literature, experts' consultation, recommend methodology	Draft Technical methodology note										
Consensus building stakeholder consultations 4 – line ministries, state governments, CSOs, and children	Recommended final methodology note										
Conduct data analysis	First cut of analysis with detailed data tables										
Review of findings, articulation of findings, validation	Final findings										





## Annexure 1.

### Proposed Table of Contents of the National Child Multidimensional Development Report for India [approximate 300 pages]

- Forewords / Messages / Acknowledgement
  - VC, NITI Aayog
  - CEO, NITI Aayog
  - UNICEF India Country Representative
  - Acknowledgements – Adviser (SDGs), NITI Aayog and Chief of Social Policy, UNICEF India
- 1. Executive Summary- [key highlights- numbers- will be a part of this]
  - Voices of children and youth
  - Introduction – rationale and relevance
- 2. Process of developing the report: NITI Aayog-UNICEF India collaboration, onboarding of partner, collaboration with others, data collection, analysis, national consultations (with ministries and CSOs), review, finalization, post-launch state consultations
- 3. Methodology
- 4. Overall results – national and states
- 5. Analysis-focused chapters on each dimension
- 6. Perspectives - write-ups from experts – economists, child rights experts, academicians, researchers, bureaucrats, UNICEF global leadership etc.
- 7. CSO Action so far and Impact
- 8. What's Being Done by government and Framework for Action
  - Policies
  - Programmes/ schemes
  - Resources
- 9. Annexures / Data tables
  - State tables
  - District tables





Souvik Mondal &lt;souvikiips@gmail.com&gt;

**Fwd: Award Letter of Major Research Project 2021-22**

1 message

**Dr Nandita Saikia** <nanditasaiikajnu@gmail.com>  
To: souvikiips@gmail.com, nanditasts@gmail.com

10 June 2022 at 17:23

----- Forwarded message -----

From: **icssr researchproject** <mmp2016rpr@gmail.com>  
Date: Sat, Mar 12, 2022 at 6:10 PM  
Subject: Award Letter of Major Research Project 2021-22  
To: <nanditasaiikajnu@gmail.com>

**Indian Council of Social Science Research****Revathy Vishwanath**

Development)

**Deputy Director**

Marg

**RP Division Incharge**

110067

Tel #011-26716690

Website: [www.icssr.org](http://www.icssr.org)E-mail: [rpicssr@gmail.com](mailto:rpicssr@gmail.com),

(Ministry of Human Resource

JNU Institutional Area, Aruna Asaf Ali

New Delhi –

File No. 02/11971/OBC/2021-22/ICSSR/RP/MJ

Dated: 12/March/2022

**Award Letter of Major Research Project**

Dear Dr.Dr Nandita Saikia ,

Please refer to your Interaction with Expert Committee regarding Major Research Project under the Major Research Project Scheme of the ICSSR. Although you have made a presentation for the Major Research Project , the final selection is made on the basis of recommendations of the Expert Committee.

**Title Proposed:** " The impact of lifestyle habits and disaster on the health of the tribal population in eastern India. "

**Revised Title approved by the Expert Committee:** NA.

**Budget Approved:** ₹ 800,000.00( Rupees Eight Lakh Only )

**First Instalment:** 40% of the awarded grant, detailed Budget in break-up will be sent along with the  
sanction order of 320000/-

The above has been approved by the Competent Authority on the recommendations of the Expert Committee. **You are requested to commence the study immediately.**

You are required to give an undertaking on a non-judicial stamp paper of Rs. 100/- (copy enclosed), declaration on a non-judicial stamp paper, original forwarding letter and send us the grant-in-aid bill (copy enclosed) of 40% of the awarded grant. All Payments and Transfers are to be done through EAT module hence the institution has to open a dedicated account as per the notification of ICSSR.

You are once again required to go through the eligibility criteria in the guidelines and make sure you fulfil them in all respect both in case of individual and institution. In case you have awarded a project under any other programme of ICSSR and sanction letter for the same has been issued you are requested to continue with earlier sanction and inform accordingly. This award in that case will not stand operational. In case you have already been awarded a project and sanction letter has not been issued you may make an option between the two awards and inform us clearly which project you would like to start. If there is any change in terms of original proposal you need to clarify and take approval from ICSSR in the beginning itself.

Kindly send us all the desired documents (attached herewith) to the undersigned within at the earliest to enable us to issue the formal sanction order as per the checklist enclosed.

[https://docs.google.com/document/d/1k-HccelTMQWUGH9xx50RAgKiEq\\_bxYcs/edit?usp=sharing&oid=113099032980940284236&rtpof=true&sd=true](https://docs.google.com/document/d/1k-HccelTMQWUGH9xx50RAgKiEq_bxYcs/edit?usp=sharing&oid=113099032980940284236&rtpof=true&sd=true)

<https://docs.google.com/document/d/1hCw768wzYBql8f0p7Co-yhLaf6tBheeO/edit?usp=sharing&oid=113099032980940284236&rtpof=true&sd=true>

<https://docs.google.com/document/d/1CzwMLyekwjAh2w8Qj3vQYCh9m1pAs5g/edit?usp=sharing&oid=113099032980940284236&rtpof=true&sd=true>

<https://docs.google.com/document/d/1lpNNVgeb2CxEf5gWZRJLOVXxyqWpASY/edit?usp=sharing&oid=113099032980940284236&rtpof=true&sd=true>

<https://drive.google.com/file/d/1xu21akAqH8RJAJc0o9NAWqfnue8quN9C/view?usp=sharing>

With Regards  
Revathy Vishwanath  
Deputy Director (Research)  
Research Project Division  
Indian Council of Social Science Research  
New Delhi-110067  
011-26716690





# ICSSR Project Budget

Project Title: " The impact of lifestyle habits and disaster on the health of the tribal population in eastern India. "

ICSSR File No: File No. 02/11971/OBC/2021-22/ICSSR/RP/MJ

S.No.	Heads of Expenditure	ICSSR Rules	Actual Budget Allotment
1	Research Staff:	Not exceeding 45% of the total budget.	360000
	Full time/Part-time/Hired Services		
2	Fieldwork: Travel/Logistics/Boarding, Survey Preparation or Consultancy etc.	Not exceeding 35%	280000
3	Equipment and Study material: Computer, Printer, Source Material, Books, Journals, Software, Data Sets etc.	Not exceeding 12%	80000
4	Contingency:	Not exceeding 5%	40000
5	Publication of Report	App. 5-6%*	
	TOTAL	ICSSR will finally make it 100%	
6	Institutional Overheads (over and above the total cost of the project)	Affiliating Institutional overheads @ 5% of the approved budget, subject to a maximum limit of Rs.1,00,000/-	40000
	Total	Total	800000

*Dairis*

*Dairis*  
2022

Prof. Nandita Sankar  
Department of Public Health and Mortality Studies  
International Institute for Population Sciences (IIPS)  
**Professor Nandita Sankar, MSc, MPhil & PhD**  
Department of Public Health and Mortality Studies  
International Institute for Population Sciences (IIPS)  
(Deemed University)  
(Ministry of Health and Family Welfare, Government of India)  
Govandi Station Road, Deonar, Mumbai, Pin - 400068

## PFMS for first instalment

icssr researchproject <mmp2016rpr@gmail.com>  
To: nanditasaiikajnu@gmail.com

Wed, Aug 17, 2022 at 4:18 AM

RP Team

F.No.02/162/OBC/2021-2022/ICSSR/RP/MJ

Dated 17/8/2022

Subject: Release of first instalment of Rs.3,20,000/- for the Research Project sanctioned to you by ICSSR.

Dear Sir,

Please find Payment Advice no. C082200675701 dated 4/8/2022 PFMS ID C082200681282 towards release of first instalment of Rs.3,20,000/- for the research project mentioned above.

Kindly inform your affiliating institute and acknowledge the receipt.

With best regards,

Email- nanditasaiikajnu@gmail.com

*Daini*  
13/09/2022  
Professor Nandita Saikia, MSc, Mphil & PhD  
Department of Public Health and Mortality Studies  
International Institute for Population Sciences (IIPS)  
(Ministry of Health and Family Welfare, Government of India)  
Genetic Science Road, Dombivli, Mumbai 401 305  
please confirm  
amount is credited to IIPS  
account or not.

"Title of the project :-

"The impact of lifestyle habits and disaster on the health of the tribal population in eastern India"

<https://mail.google.com/mail/u/0/?ui=2&ik=153fcd84c&view=pt&source=all&permmsgid=msg-f%3A1741401872897759269&siml=msg-f%3A17414018728>

MR. Bhavad

An amount of Rs. 3,20,000/- received in IIPS main A/c 1029354129 on dated 10/9/22

Achy 14/9

15/9/22





## GENERAL CONDITIONS OF CONTRACT

### CONTRACTS FOR THE PROVISION OF SERVICES

1. **LEGAL STATUS OF THE PARTIES:** UNFPA (a subsidiary organ of the United Nations established by the General Assembly in resolution 3019 (XXVII)) and the Contractor shall also each be referred to as a "Party" hereunder, and:
  - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
  - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNFPA, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to UNFPA by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:
  - 2.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
  - 2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNFPA, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
  - 2.3 At the option of and in the sole discretion of UNFPA:
    - 2.3.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNFPA prior to such personnel's performing any obligations under the Contract;
    - 2.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNFPA prior to such personnel's performing any obligations under the Contract; and,
    - 2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UNFPA has reviewed the qualifications of such Contractor's personnel, UNFPA may reasonably refuse to accept any such personnel.
  - 2.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
    - 2.4.1 UNFPA may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
    - 2.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNFPA, which shall not be unreasonably withheld.
    - 2.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

प्रोफेसर के.एस. जेम्स / Prof. K.S. James  
निदेशक एवं वरिष्ठ प्रोफेसर / Director & Sr. Professor  
अन्तर्राष्ट्रीय जनसंख्या विज्ञान संस्थान  
International Institute for Population Sciences  
गोवर्धी स्टेशन रोड, देवनागर / Govardhan Station Road, Deonar  
मुंबई / Mumbai - 400 088.

- 2.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 2.4.5 Any request by UNFPA for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNFPA shall not bear any liability in respect of such withdrawn or replaced personnel.
- 2.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNFPA officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UNFPA with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNFPA shall:
- 2.6.1 undergo or comply with security screening requirements made known to the Contractor by UNFPA, including but not limited to, a review of any criminal history;
- 2.6.2 when within UNFPA premises or on UNFPA property, display such identification as may be approved and furnished by UNFPA, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNFPA for cancellation.
- 2.7 Within one working day after learning that any of Contractor's personnel who have access to any UNFPA premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNFPA about the particulars of the charges then known and shall continue to inform UNFPA concerning all substantial developments regarding the disposition of such charges.
- 2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNFPA premises or on UNFPA property shall be confined to areas authorized or approved by UNFPA. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNFPA premises or on UNFPA property without appropriate authorization from UNFPA.
- 3. ASSIGNMENT:**
- 3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNFPA. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNFPA. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNFPA. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNFPA.
- 3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*
- 3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and,*
- 3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and,*
- 3.2.3 the Contractor promptly notifies UNFPA about such assignment or transfer at the earliest opportunity; *and,*



3.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNFPA following the assignment or transfer.

4. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNFPA. UNFPA shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNFPA reasonably considers is not qualified to perform obligations under the Contract. UNFPA shall have the right to require any subcontractor's removal from UNFPA premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

5. **INDEMNIFICATION:**

- 5.1 The Contractor shall indemnify, defend, and hold and save harmless, UNFPA, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNFPA, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

5.1.1 allegations or claims that the possession of or use by UNFPA of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNFPA under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

5.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

- 5.2 The indemnity set forth in Article 5.1.1, above, shall not apply to:

5.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNFPA directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

5.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials, equipment, supplies or any components thereof furnished under the Contract if UNFPA or another party acting under the direction of UNFPA made such changes.

- 5.3 In addition to the indemnity obligations set forth in this Article 5, the Contractor shall be obligated, at its sole expense, to defend UNFPA and its officials, agents and employees, pursuant to this Article 5, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

- 5.4 UNFPA shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the United Nations, including its subsidiary organs, or any matter relating thereto, for which only UNFPA itself is authorized to assert and maintain. UNFPA shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

5.5 In the event the use by UNFPA of any goods, property or services provided or licensed to UNFPA by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

5.5.1 procure for UNFPA the unrestricted right to continue using such goods or services provided to UNFPA;

5.5.2 replace or modify the goods or services provided to UNFPA, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; or,

5.5.3 refund to UNFPA the full price paid by UNFPA for the right to have or use such goods, property or services, or part thereof.

## 6. INSURANCE AND LIABILITY:

6.1 The Contractor shall pay UNFPA promptly for all loss, destruction, or damage to the property of UNFPA caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

6.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

6.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

6.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract; including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

6.2.4 such other insurance as may be agreed upon in writing between UNFPA and the Contractor.

6.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

6.4 The Contractor acknowledges and agrees that UNFPA accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

6.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNFPA, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

6.5.1 name UNFPA as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNFPA;

6.5.3 provide that UNFPA shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,

6.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNFPA.



- 6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 6.7 Except for any self-insurance program maintained by the Contractor and approved by UNFPA for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNFPA. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNFPA with evidence, in the form of certificate of insurance or such other form as UNFPA may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNFPA reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify UNFPA concerning any cancellation or material change of insurance coverage required under the Contract.
- 6.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
7. **ENCUMBRANCES AND 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 UNFPA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.
8. **EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 9.1 Except as is otherwise expressly provided in writing in the Contract, UNFPA 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 the Contractor has developed for UNFPA under the Contract 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 Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.
- 9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 9.3 At the request of UNFPA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of the applicable law and of the Contract.
- 9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.
10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations



and UNFPA, or any abbreviation of the name of the United Nations and UNFPA in connection with its business or otherwise without the written permission of the United Nations and UNFPA.

11. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

11.1 The Recipient shall:

- 11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 11.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

- 11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:

- 11.2.1 any other party with the Discloser's prior written consent; *and*,
- 11.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:
  - 11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
  - 11.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
  - 11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

- 11.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, including its subsidiary organs, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Information in order to allow UNFPA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- 11.4 UNFPA may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

- 11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

- 11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

- 12.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence





of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

12.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNFPA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

12.3 *Force majeure* as used herein 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 nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNFPA is engaged in, preparing to engage in, or disengaging from any 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* under the Contract.

### 13. TERMINATION:

13.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

13.2 UNFPA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNFPA applicable to the performance of the Contract or the funding of UNFPA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNFPA may terminate the Contract without having to provide any justification therefor.

13.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNFPA, the Contractor shall, except as may be directed by UNFPA in the notice of termination or otherwise in writing:

13.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

13.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

13.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNFPA and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

13.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

13.3.5 transfer title and deliver to UNFPA the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

13.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNFPA thereunder;

13.3.7 complete performance of the work not terminated; and,

13.3.8 take any other action that may be necessary, or that UNFPA may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNFPA has or may be reasonably expected to acquire an interest.



- 13.4 In the event of any termination of the Contract, UNFPA shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNFPA shall not be liable to pay the Contractor except for those goods delivered and services provided to UNFPA in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNFPA or prior to the Contractor's tendering of notice of termination to UNFPA.
- 13.5 UNFPA may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 13.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
  - 13.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
  - 13.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
  - 13.5.4 a Receiver is appointed on account of the insolvency of the Contractor;
  - 13.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,
  - 13.5.6 UNFPA reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 13.6 Except as prohibited by law, the Contractor shall be bound to compensate UNFPA for all damages and costs, including, but not limited to, all costs incurred by UNFPA in any legal or non-legal proceedings, as a result of any of the events specified in Article 13.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNFPA of the occurrence of any of the events specified in Article 13.5, above, and shall provide UNFPA with any information pertinent thereto.
- 13.7 The provisions of this Article 13 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.
14. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
15. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNFPA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNFPA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.
16. **SETTLEMENT OF DISPUTES:**
- 16.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
- 16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in



the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, 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 dispute, controversy, or claim.

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

18. **TAX EXEMPTION:**

18.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNFPA from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.

18.2 The Contractor authorizes UNFPA to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNFPA before the payment thereof and UNFPA has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNFPA with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNFPA shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNFPA and paid by the Contractor under written protest.

19. **MODIFICATIONS:**

19.1 Pursuant to the Financial Regulations and Rules of UNFPA, only the Chief of the Procurement Services Branch of UNFPA or such other contracting authority as made known to the Contractor in writing, possesses the authority to agree on behalf of UNFPA to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UNFPA unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief of the Procurement Services Branch of UNFPA or such other contracting authority.

19.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 19.1, above.

19.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNFPA nor in any way shall constitute an agreement by UNFPA thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 19.1, above.

20. **AUDITS AND INVESTIGATIONS:**

20.1 Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA or the United Nations or by other authorized and qualified agents of UNFPA or the United Nations at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.

20.2 UNFPA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to the Contractor's premises at reasonable times and on



reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA or the United Nations hereunder.

**21. LIMITATION ON ACTIONS:**

21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

**22. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNFPA to terminate the Contract or any other contract with UNFPA immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**23. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.

**24. OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

**25. OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA, as such obligations are set forth in the United Nations and UNFPA vendor registration procedures.

**26. CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, 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.

**27. MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**28. SEXUAL EXPLOITATION:**

28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.



- 28.2 UNFPA shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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## Terms of Reference

### **Integrating Aging Research in Policy and Program in India**

#### **A. Background**

UNFPA is the lead agency on population data and its use and advocates that everyone everywhere is counted and accounted for, in the pursuit of sustainable development. It promotes a better understanding of linkages between population dynamics and the achievement of the sustainable development goals to inform national and state policies and programmes. The core output of the UNFPA's work in the Population and Development is to strengthen national capacities to include population dynamics in sustainable development planning efforts and in rights based policies and programmes at national and state levels by a) improving the quality of data and its use including the data on SDG; and b) evidence generation and advocacy on current and emerging population issues such as demographic dividend, ageing, urbanisation etc.

India has witnessed remarkable changes in demographic arena in recent decades. From a high fertility-mortality scenario to one of low fertility-mortality, India has witnessed significant changes in the age structure of population. With 30 per cent of country's population in the age group 10-24 years, India is the youngest nation in the world. But on the other hand is the issue of ageing. Though currently only 8.4 percent population in India is above the age of 60 years but this amounts to approximately 102 million people in actual numbers. The population projections by UNFPA show that the elderly population (of and above 60 years) will increase from the 104 million in 2011 to 425 million in India by 2061. Every fourth person in India in 2061 will be of 60 years or more. Due to the sheer large number as well as diversity of conditions of the elderly people, ageing is going to assume even more importance in the years to come. UNFPA plans to deepen its engagement with Ageing through evidence generation for policy advocacy.

#### **B. Objectives**

The key objective of the service contract will be to strengthen the evidence on ageing, explore setting up of a centre on ageing and publication of the India Aging Report 2021, policy relevant evidence generation based on the newly released LASI data and to build the capacities of young scholars in the area of ageing.

#### **C. Key Tasks**

The selected institution will be required to undertake the following tasks:

- 1) India Ageing Report - finalize various chapters prepared by experts, finalize India Ageing Report 2021 including edit, layout design and printing. In addition, the institution will also endeavour to disseminate the India Aging Report 2021 through different media and on different online platforms.
- 2) Publication of a Series on LASI Data – Develop four policy relevant technical papers on data from LASI. The work will include conceptualisation, literature review, data analysis, writing, editing and publication. The selected institution will also encourage and guide young scholars to use LASI data for relevant policy and programmatic research by inviting research proposals from them. Selected three proposals to be extended technical guidance and financial support to complete and publish the paper.

प्रोफेसर के.एस. जेम्स / Prof. K.S. James

निदेशक एवं वरिष्ठ प्रोफेसर / Director & Sr. Professor

अंतर्राष्ट्रीय जनसंख्या विज्ञान संस्थान

International Institute for Population Sciences

गोवर्ंदी स्टेशन रोड, देवनागर / Govandi Station Road, Deonar

मुंबई / Mumbai - 400 069.





**D. Deliverables & completion timelines:**

- 1) India Ageing Report 2021 (To be designed and published by January, 2022)
- 2) Three papers on data from LASI (To be completed by March, 2022)
- 3) Finalization of three papers by young researchers (To be completed by March, 2022)

**E. Duration:**

1<sup>st</sup> July 2021 to 31st March 2022

**F. Payment Terms**

Payments will be made against the deliverables given below and on submission of a Tax invoice in favour of UNFPA including UNFPA GST Number.

Payments and Deliverables:

1. 40% on receipt of the following deliverables:
  - a. Outline of the India Ageing Report
  - b. Scope and outline of the three papers on LASI data
2. 40% on receipt of the following deliverables:
  - a. Draft of India Aging Report 2021
  - b. Tabulation of three thematic papers using LASI data
  - c. Three research proposal by young researchers
3. 10% on receipt of following deliverables:
  - a. Designed India Aging Report
4. 10% on receipt of following deliverables:
  - a. Final three thematic papers
  - b. Research articles by three young researchers



प्रोफेसर के.एस. जेम्स / Prof. K.S. James  
निदेशक एवं वरिष्ठ प्रोफेसर / Director & Sr. Professor  
अन्तर्राष्ट्रीय जनसंख्या विज्ञान संस्थान  
International Institute for Population Sciences  
गोवन्दी स्टेशन रोड, देवनागर / Govandi Station Road, Deonar  
मुंबई / Mumbai - 400 068.

India Aging Budget		
Sr no.	Activities	Amount
1	Principal Investigator	330000
2	Consultant	500000
3	Accountant	100000
4	Senior Project Officer (1 person @70,000 per month)	630000
5	Meetings (fortnight meeting)	20000
6	English Editing and Designing Layout	250000
<b>LASI Papers</b>		
7	English Editing of Research papers	100000
8	Young scholars research award using LASI Data 3 scholars @ Rs. 1L per scholar	300000
9	Publication fee for Research papers	300000
<b>Supplies</b>		
10	Computer supplies	650000
11	Stationary/supplies	100000
12	Miscellaneous	20000
<b>Subtotal</b>		<b>3300000</b>
13	Support Cost 9%	297000
<b>Grand Total</b>		<b>3597000</b>

*Acharya*  
AFO

*Comm*  
Director 9/9/21



MFO/2019/ 258  
19.12.19

Prof (Dr). R.B. Bhagat,  
Head of Department,  
Department of Migration and Urban Studies,  
International Institute for Population Sciences (IIPS),  
Govandi Station Road,  
Deonar, Mumbai 4000088

Dear Professor Bhagat,

**UNICEF Partnership with IIPS for 'Protection of Children Affected by Seasonal Migration: A Study in Jalna District, Maharashtra'**

This has reference to your letter dated 16/12/2019 forwarding the budget and technical proposal for the study on children of seasonal migrants in Jalna.

We have reviewed the budget and confirm our acceptance of the budget; with UNICEF's total contribution of Rs. INR 91,47,120 as follows:

Sr.	Heads	Approved Budget
1.	Staff salaries	32,40,000.00
2.	Qualitative tool development and training workshop	47,000.00
3.	Training workshop quantitative	16,21,000.00
4.	Quantitative data collection	16,79,600.00
5.	Qualitative data collection	3,84,100.00
6.	Consultation	3,77,500.00
7.	Research advisory group meetings	1,40,000.00
8.	Direct programme support costs	16,57,920.00
<b>GRAND TOTAL</b>		<b>91,47,120.00</b>

The approved budget is in the attached annex. The expenditure shall be guided as follows:

1. The cash assistance released should be utilized only for those activities indicated above and in accordance with the approved detailed budget attached that was submitted by your office.
2. The cash assistance released by UNICEF cannot be used for procurement of any supplies and equipment except as specified in the budget.

3. The cash assistance released should be utilized within three months from the date of release of funds.
4. If your department / organization is not in a position to utilize UNICEF's cash assistance within a period of four months from the date of release of the funds, the unutilized cash assistance should be refunded to UNICEF.
5. Deviation in any budget line item should not exceed 20%. Deviations, if any, should be agreed to in writing by UNICEF prior to expenditure and provided that the total approved budget is not exceeded.

As per our financial norms, on completion of the project, we would request you to let us have the completed FACE form, a budget vs actual expenditure statement (SOE), and an activity report to enable us release reimbursement, as appropriate.

As a part of our standard operating procedure, we need to undertake the financial assessment of implementing partners. In this regards, UNICEF operation and finance team may visit your office on periodic basis, upon mutually convenient dates, and review the financial process and systems with your accounts and finance staff.

We look forward to partnering with IIPS for this Study.

With best wishes,

Yours sincerely,

  
Rajeshwari Chandrasekar  
Chief, Mumbai Field Office