

SSFA Reference: ID5/SSFA2021252

UNICEF

13 September 2021-JKDR/2021/36

Tgk. H. Hasbi Al Bayuni
General Secretary
Himpunan Ulama Dayah Aceh (HUDA)
albayuni@gmail.com
Aceh
Indonesia

Re: Engaging Aceh Ulama and Islamic Leaders for Community Health Improvement

Dear Tgk. H Hasbi Al Bayuni,

1. I am writing on behalf of the United Nations Children's Fund ("UNICEF") to confirm UNICEF's agreement to make available cash assistance to Himpunan Ulama Dayah Aceh ("HUDA") in an amount not exceeding seven hundreds twenty millions one hundred and five thousands rupiah [Click here to enter text.](#) (IDR 720,105.000) and supplies as outlined in the Terms of Reference (the "Resources"). The Resources are to strengthen the Organisation's capacity to implement the activity (the "Activity") detailed in the Terms of Reference attached to this letter agreement as Annex I. The Resources are governed by this letter agreement, the Terms of Reference attached as Annex I, and the General Conditions that are found on the public internet at https://www.unicef.org/about/partnerships/files/SSFA_Terms_n_Conditions.docx (hereinafter "Small-Scale Funding Agreement" or "SSFA").

2. Transfer of Resources. UNICEF will transfer the amount of the cash assistance as soon as possible after it receives a copy of this SSFA signed by both Parties and the FACE form as per terms agreed in the Terms of Reference. The Implementing Partner understands that the amount of the cash assistance will not be increased by UNICEF under any circumstances, including in cases of currency fluctuations or price increase. UNICEF will transfer the cash assistance to Organisation by cheque or wire transfer to the following bank account:

Bank name: Bank Syariah Indonesia (BSI)

Bank address: KCP Ulee Gle
 Account title: Himpunan Ulama Dayah Aceh
 Account No.: 7169818098
 Account Currency: IDR (Indonesian Rupiah)
 Routing No.: N.A
 Bank contact person: N.A

3. Subject to availability, UNICEF will transfer any supplies as outlined in the Terms of Reference. The Implementing Partner will become owner of the supplies when it receives them. If UNICEF agrees to store the supplies for the Implementing Partner or hold them on the Partner's behalf, the Implementing Partner will become owner of those supplies as agreed between UNICEF and the Implementing Partner. Exceptionally, UNICEF may decide in writing that UNICEF shall remain the owner of the supplies transferred to the Implementing Partner.

4. Implementation and Monitoring of the Activity. Implementing Partner will implement the Activity in conformity with the terms of this SSFA, in particular, Implementing Partner will: (a) display the highest standard of conduct in ensuring that the core values of the United Nations, the Conventions on the Rights of the Child, Elimination of All Forms of Discrimination Against Women and Rights of Persons with Disabilities are respected; (b) undertake the Activity in accordance with the budget, schedule and other details set out in the Terms of Reference; (c) make any designated contribution listed in the Terms of Reference; (d) undertake the Activity with diligence and efficiency; (e) procure any goods or services using the Funding with due consideration to "best value for money" and in agreement with UNICEF; (f) exercise the highest standard of care when administering the Resources. UNICEF will monitor the implementation of the Activity, in accordance with UNICEF's standard procedures for monitoring and evaluating activities it funds. Implementing Partner will provide full cooperation to UNICEF for such monitoring and evaluation and will require to its employees and personnel to fully cooperate with UNICEF in connection with such monitoring and evaluation.

5. Managing the Resources. Implementing Partner will maintain clear, accurate, complete and up-to-date books and records showing the funds received from UNICEF under this SSFA, as well as disbursements made by the Implementing Partner, including any unspent balance. Implementing Partner will cooperate with UNICEF with any review of the way the cash assistance was administered and spent and how supplies were stored and utilized, and will require its employees and personnel to fully cooperate with UNICEF with such a review.

6. Reports; Returning Unspent Balance. Implementing Partner will provide UNICEF with reports, and frequency of such reporting will be done, in accordance with the requirements in the Terms of Reference. Implementing Partner will return to UNICEF any unspent balance of the cash assistance at the expiration or early termination of this SSFA.

7. Other Matters. This SSFA becomes effective when UNICEF receives a copy duly signed by both Parties. It will be valid until the end date detailed in Annex I. If

the Parties have disagreements about the project or the implementation of this SSFA, they will use their best efforts to settle those disagreements amicably. If a disagreement cannot be settled amicably it will be decided finally by the UNICEF respective Regional Director and the Organisation will respect and implement that decision. UNICEF's privileges and immunities are not waived.

Note to UNICEF user: Replace with "Deputy Executive Director Field Results Group" in UNICEF New York Headquarters in case the form is used by Regional Office

8. Please confirm your agreement with the foregoing, on behalf of Organisation, by signing, dating, and returning to us the enclosed copy of this Letter Agreement.

Very truly yours,

United Nations Children's Fund

By _____
Robert Gass
Deputy Representative

Date: 13 September 2021

AGREED ON BEHALF OF Himpunan Ulama Dayah Aceh (HUDA):

By _____
Tgk H. Hasbi Al Bayuni
General Secretary

Date: 13 September 2021

SSFA Reference: IDS/SSFA2021252

GENERAL TERMS AND CONDITIONS

- 1.0 LEGAL STATUS:** IP shall be considered as having the legal status of an independent contractor *vis-à-vis* UNICEF. IP's employees, personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.
- 2.0 IP'S RESPONSIBILITY FOR EMPLOYEES, PERSONNEL AND SUBCONTRACTORS:** IP shall be responsible for the professional and technical competence of its employees, personnel and subcontractors and will select, for work under this Agreement, reliable persons who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.
- 3.0 ASSIGNMENT:** IP shall not assign, transfer, pledge or make other disposition of this Agreement or any parts thereof, including any Programme Documents, or any of IP's rights, claims or obligations under this Agreement except with the prior written consent of UNICEF.
- 4.0 SUB-CONTRACTING:** IP may not use the services of sub-contractors unless permission is granted in advance by UNICEF in writing in any particular case. If UNICEF approves a particular sub-contracting of services, the IP shall ensure that IP's sub-contractors do not use further tiers of sub-contractors, including sub-subcontractors, unless UNICEF has given prior written permission in each particular case. The use by IP of sub-contractors, or of further tiers of sub-contractors in the event that UNICEF has given prior written permission in accordance with the preceding sentence, shall not relieve IP of any of its obligations under this Agreement. The terms of any sub-contract, sub-subcontract and so forth shall be subject to, conform to and give full effect to the provisions of this Agreement. In particular, the IP shall ensure that any sub-contract or further tiers of sub-contracts include provisions substantially the same as article 14.
- 5.0 OFFICIALS NOT TO BENEFIT; RESTRICTION ON HIRING UNICEF PERSONNEL:**
 - a. IP warrants that no official of UNICEF has received or will be offered by IP any direct or indirect benefit arising from this Agreement or the award thereof. IP agrees that breach of this provision is a breach of an essential term of this Agreement.
 - b. The IP represents and warrants that the following with regard to former UNICEF officials have been complied with and will be complied with: (i) during the one year period after an official has separated from UNICEF, the IP may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of the process leading to the IP's selection or the implementation of the Programme; and (ii) during the two year period after an official has separated from UNICEF, the former official may not communicate with UNICEF, or present to UNICEF, on behalf of the IP on any matters that were within such former official's responsibilities while at UNICEF.
- 6.0 INDEMNIFICATION:** IP shall indemnify, hold and save harmless, and defend, at its own expense, UNICEF, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of IP, or IP's employees, officers, agents or sub-contractors, in the performance of this Agreement and Programme Documents. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by IP, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.
- 7.0 ENCUMBRANCES/LIENS:** IP shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office against any monies due or to become due for any work done, services rendered or materials, supplies or equipment furnished under this Agreement, or by reason of any other claim or demand against IP.
- 8.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS; CONFIDENTIALITY:**

- 8.1 Except as is otherwise expressly provided in writing in the Agreement, UNICEF shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which IP has developed under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement, and IP acknowledges and agrees that such products, documents and other materials constitute works made for hire.
- 8.2 At the request of UNICEF, IP shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNICEF in compliance with the requirements of applicable law.
- 8.3 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by IP under this Agreement shall be the property of UNICEF, shall be made available for use or inspection by UNICEF at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNICEF authorized officials on completion of work under the Agreement.
- 8.4 The IP shall respect the confidentiality of all information that UNICEF advises the IP is confidential, and shall treat it no less confidentially than the most IP's most confidential information. When the IP is required to disclose UNICEF's confidential information by law, the IP shall give UNICEF sufficient prior notice of a request for the disclosure of information in order to allow UNICEF to have reasonable opportunities to take protective measures of such other actions as may be appropriate prior to any disclosure being made.
- 8.5 Where collection and use of data related to beneficiaries (meaning any personal information including identifying information such as the name, identification or passport number, mobile telephone number, email address, cash transaction details) is part of the responsibilities of the IP under this Agreement, such information shall be deemed to be UNICEF's confidential information and shall be governed by the UNICEF Disclosure of Information policy, a copy of which is available at http://www.unicef.org/about/legal_disclosure.html. The IP shall only use such data in order to implement the Programme Document. The IP shall promptly notify UNICEF of any actual or suspected or threatened incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to such data.
9. **USE OF UNICEF's AND IP's NAME, LOGO AND EMBLEM:** Each of the Parties is permitted to use the other's name, logo, and emblem, as applicable, solely in connection with this Agreement and the implementation of the Programme Documents, unless permission is withdrawn in any particular case by any of the Parties and notified in writing to the other Party. When reporting to third parties and/or general public, the IP will attribute results reported as being funded by UNICEF. At UNICEF's request, the IP shall provide visibility, as specified by UNICEF, to UNICEF's donors that are contributing funds for the Programme Document. Where such visibility would jeopardize the safety and security of the IP's staff, the IP shall propose appropriate alternative arrangements.
- 10.0 **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**
- 10.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, IP shall give notice and full particulars in writing to UNICEF, of such occurrence or change if IP is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. IP shall also notify UNICEF of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this Article, UNICEF shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to IP of a reasonable extension of time in which to perform its obligations under this Agreement.
- 10.2 If the IP is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Agreement, UNICEF shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article

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

10.3 *Force majeure* as used in this Article means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar force or nature, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party concerned.

10.4 The IP acknowledges and agrees that, with respect to any obligations under this Agreement that the IP must perform in or for any areas in which UNICEF is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure*.

11. TERMINATION:

11.1 Either Party may terminate this Agreement by giving thirty (30) calendar days' written notice to the other Party in each of the following situations:

- a. if it concludes that the other Party has breached its obligations under this Agreement or any Programme Document and has not remedied that breach after having been given not less than fourteen (14) calendar days' written notice to do so with effect from a date specified in such notice; and
- b. if it concludes that the other Party cannot meet its obligations under this Agreement.

11.2 UNICEF may also suspend or terminate this Agreement forthwith in each of the following situations:

- a. if implementation of any Programme Document has not commenced within a reasonable time;
- b. if IP or its employees, personnel, or subcontractors, has engaged or have engaged in sexual exploitation or abuse, or any child safeguarding violations (as such terms are defined in article 14.1); if IP fails to take preventive measures against sexual exploitation and abuse, or child safeguarding violations; if IP fails to investigate allegations of sexual exploitation or abuse, or child safeguarding violations; or if IP fails to take corrective action if sexual exploitation or abuse or child safeguarding violations have occurred;
- c. if it decides that IP or any of its employees or personnel has engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice (as such terms are defined in clause 15.3 b.);
- d. should UNICEF's funding decrease, be curtailed or terminated; or
- e. should IP be adjudged bankrupt, or be liquidated or become insolvent, or should IP make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of IP, in which case IP shall immediately inform UNICEF of the occurrence of any of the above events.

11.3 The Party receiving a notice of suspension or termination will immediately take all necessary steps to suspend or terminate (as the case may be) its activities in an orderly manner so that continued expenses are kept to a minimum.

11.4 Immediately upon sending or receiving a notice of termination UNICEF will cease disbursement of any funds under this Agreement and IP will not make any forward commitments, financial or otherwise, in connection with this Agreement.

11.5 On termination of this Agreement pursuant to this clause 11, IP will transfer either to UNICEF or in accordance with UNICEF's instructions the unexpended balance of the Cash Transfer held by IP and

the unused supplies and equipment provided by UNICEF under this Agreement and any non-expendable property provided by UNICEF under this Agreement or purchased by the IP using funds provided by UNICEF under this Agreement.

- 11.6 If UNICEF exercises its right to terminate this Agreement, UNICEF will have the right to require IP to repay to UNICEF such amount of money, up to the total amount paid to IP by UNICEF prior to the date of the notice of termination, as UNICEF shall determine. It is understood that expenditures incurred by the IP in compliance with this Agreement prior to the date of the notice of termination will not be required to be repaid. The payment owing by IP will be made promptly upon receipt of UNICEF's notice to pay.
- 11.7 If UNICEF exercises its right to terminate this Agreement and decides that the Programme Document is to be implemented by another organization, IP will promptly provide full cooperation to UNICEF and the other organization in the orderly transfer to the other organization of all unused supplies and equipment provided to IP by UNICEF and the provisions of paragraph 11.5 above will apply.
12. **EVALUATION:** The evaluation of the activities performed under this Agreement shall be subject to the provisions of the UNICEF Evaluation Policy as from time to time approved or amended by UNICEF's Executive Board.
13. **COMPLIANCE WITH UNICEF POLICIES:** The IP and IP's employees, personnel, and subcontractors will be required to comply with:
 - (a) the provisions of ST/SGB/2003/13 entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse", which is available at <https://undocs.org/ST/SGB/2003/13>;
 - (b) the relevant provisions of the substantive rules in UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children available at https://www.unicef.org/supply/files/Executive_Directive_06-16_Child_Safeguarding_Policy_-_1_July_2016_Final.pdf, and other UNICEF policies relating to the safeguarding of children as UNICEF may advise from time to time, or IP's own policy, which conforms to the standards set by Keeping Children Safe; and
 - (c) the relevant provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption available at http://www.unicef.org/publicpartnerships/files/Policy_Prohibiting_and_Combatting_Fraud_and_Corruption.pdf or such other URL as may be decided from time to time by UNICEF.
14. **SEXUAL EXPLOITATION AND ABUSE; PROTECTION OF CHILDREN:**
 - 14.1 IP and IP's employees, personnel, or subcontractors, shall not engage in any sexual exploitation and abuse conduct, or child safeguarding violations. IP acknowledges and agrees that UNICEF will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse, and child safeguarding violations. For purposes of this Agreement the following definitions shall apply:
 - (a) "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
 - (b) "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited;
 - (c) "child" means any person less than eighteen (18) years of age, regardless of any laws relating to consent or age of majority.
 - 14.2 Without prejudice to the generality of the foregoing:

14.2.1 Sexual activity with any person less than eighteen (18) years of age, regardless of any laws relating to consent or age of majority, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under this Agreement.

14.2.2 The exchange of any money, employment, goods, services, or other things of value, for sexual favors or activities or from engaging in any sexual activities that are exploitative or degrading to any person, shall constitute sexual exploitation and abuse.

14.2.3 Any conduct that undermines international legal requirements enshrined in the Universal Declaration of Human Rights and the Convention on the Rights of the Child with regard to protecting and safeguarding children, including child labour, discriminatory treatment toward, or abuse or exploitation of a child, constitute child safeguarding violations.

14.2.4 IP acknowledges and agrees that sexual relationships between beneficiaries of assistance and IP's employees, personnel, or subcontractors, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNICEF and are strongly discouraged.

14.3 Prevention. IP shall take all appropriate measures to prevent sexual exploitation and abuse, and child safeguarding violations, by its employees, personnel or subcontractors. IP shall, *inter alia*, ensure that its employees, personnel or subcontractors shall have undertaken and successfully completed appropriate training with regard to the prevention of sexual exploitation and abuse, and training on safeguarding children. Such training shall include but not be limited to: reference to definitions of sexual exploitation and sexual abuse, and child safeguarding violations; a clear and unambiguous statement that any form of sexual exploitation and abuse, and any conduct that undermines the safeguarding of children, is prohibited; the requirement that any allegations of sexual exploitation and abuse, or child safeguarding violations be promptly reported as provided for in article 14.4; and the requirement that alleged victims of sexual exploitation and abuse or child safeguarding violations, be referred for immediate, professional assistance. Where IP has not put in place its own training regarding the prevention of sexual exploitation and abuse, IP may use the training material available at the following URL to fulfil its training-related obligations hereunder: <https://agora.unicef.org/course/info.php?id=7380>.

14.4 Reporting of allegations to UNICEF. IP shall promptly and confidentially record and report allegations of sexual exploitation and abuse, or any reasonable suspicion (or allegations) of child safeguarding violations, of which IP has been informed or has otherwise become aware, to the UNICEF head of office in Country or the UNICEF Director, Office of Internal Audit and Investigation (integrity1@unicef.org; instructions to report are available at <https://uni.cf/2u0a0PR> or such other URL as may be decided from time to time by UNICEF). To the extent legally possible, the IP will require its employees, personnel, or subcontractors, to promptly and confidentially record and report allegations of sexual exploitation and abuse, and any reasonable suspicion (or allegations) of child safeguarding violations directly to the UNICEF head of office in Country or the UNICEF Director, Office of Internal Audit and Investigation Services (integrity1@unicef.org; instructions to report are available at <https://uni.cf/2u0a0PR> or such other URL as may be decided from time to time by UNICEF).

14.5 Investigation. Following consultations with the Office of Internal Audit and Investigation, UNICEF, IP shall properly and without delay investigate allegations of sexual exploitation and abuse, or child safeguarding violations, by IP's employees, personnel, or subcontractors. (It is understood, however, that any investigation conducted by the IP under this clause shall be without prejudice to the right of UNICEF under article 15.3 to conduct investigations.) IP shall keep UNICEF informed during the conduct of the investigation, without prejudice to the due process rights of any persons concerned. Following the conclusion of the investigation by the IP, IP shall promptly provide a copy of the investigation report to UNICEF, without redactions, edits or omissions. Upon request, IP shall provide relevant evidence to UNICEF for examination and further use by UNICEF as deemed necessary solely by UNICEF. UNICEF may decide that the obligation on the part of the IP under the first sentence of this article 14.5 to conduct an investigation shall not apply if an investigation is being or has been conducted by competent national authorities. In the

event that competent national authorities are conducting or have conducted the investigation, IP shall assist UNICEF and take all necessary steps, to the extent legally possible, for UNICEF to obtain information on the status and outcome of the investigation, including disclosure of a copy of the relevant investigation report.

15. ASSURANCE ACTIVITIES:

15.1 Audit:

- a. At the request of and at such times as determined solely by UNICEF, IP will have its activities under this Agreement audited. Audits will be performed subject to such standards, scope, frequency and timing as decided by UNICEF (and may cover financial transactions and internal controls related to the activities implemented by IP).
- b. Audits as provided under paragraph 1 of this Article shall be conducted by individual or corporate auditors to be designated by UNICEF, such as, for example, an audit or accounting firm. IP shall provide its full and timely cooperation with any audits. Such cooperation shall include, but shall not be limited to, IP's obligation to make available its personnel and any relevant documentation and records for such purposes at reasonable times and on reasonable conditions and to grant the auditors access to IP's premises and/or sites of programme implementation at reasonable times and on reasonable conditions in connection with such access to IP's personnel and relevant documentation and records. IP shall require its agents, including, but not limited to, IP's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any audits carried out hereunder.
- c. In the event that the audit is conducted by auditors designated by UNICEF, UNICEF or the auditors will provide a copy of the final audit report to IP without delay.

15.2 Spot checks and programmatic visits:

IP agrees that, from time to time, UNICEF may conduct on site reviews ("spot checks" and programmatic visits), subject to such standards, scope, frequency and timing as decided by UNICEF. IP shall provide its full and timely cooperation with any such spot checks or programmatic visits, which shall include IP's obligation to make available its personnel and any relevant documentation and records for such purposes at reasonable times and on reasonable conditions and to grant to UNICEF access to IP's premises and/or sites of programme implementation at reasonable times and on reasonable conditions. IP shall require its agents, including, but not limited to, IP's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any spot checks carried out by UNICEF hereunder. It is understood that UNICEF may, at its sole discretion, contract for the services of an individual or corporate person to conduct spot checks or programmatic visits, or UNICEF may conduct spot checks or programmatic visits with its own staff, employees and agents.

15.3 Investigation:

- a. IP agrees that UNICEF may conduct investigations, at such times as determined solely by UNICEF, relating to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, and the operations of the IP relating to performance of this Agreement. The right of UNICEF to conduct investigations shall not lapse upon expiration or prior termination of this Agreement. IP shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, IP's obligation to make available its personnel and any relevant documentation and records at reasonable times and on reasonable conditions and to grant to UNICEF access to the IP's premises and/or sites of programme implementation at reasonable times and on reasonable conditions. IP shall require its agents, including, but not limited to, IP's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any investigations carried out by UNICEF hereunder. It is understood that UNICEF

may, at its sole discretion, contract for investigation services of an individual or corporate person, or UNICEF may conduct investigations with its own staff, employees and agents.

b. IP agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this Agreement, of which IP has been informed or has otherwise become aware, promptly to the attention of the Director, Office of Internal Audit and Investigation, UNICEF. For purposes of this Agreement, the following definitions shall apply:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;
- (ii) "fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
- (iii) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (iv) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" means acts intended to materially impede the exercise of UNICEF's contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNICEF investigation into allegations of fraud and corruption.

15.4 IP consents to the public disclosure by UNICEF of the audit reports referred to in article 15.1; the spot check and programmatic visit reports referred to in article 15.2; and the investigation reports referred to in article 15.3. (it is understood that investigation reports under article 14.5, or perpetrator information, will only be shared within the UN).

16. **ASSESSMENTS:** IP agrees that UNICEF may from time to time conduct assessments of IP, including IP's capacity to perform its obligations as an implementing partner in a manner satisfactory to UNICEF, IP's capacity to prevent sexual exploitation and abuse, and child safeguarding violations and internal control framework ("assessments"). UNICEF may conduct such assessments subject to such standards, scope, frequency and timing as decided by UNICEF with reasonable advance notice provided to the IP. IP shall provide its full and timely cooperation with any assessments. Such cooperation shall include, but shall not be limited to, IP's obligation to make available its personnel and any relevant documentation and records at reasonable times and on reasonable conditions and to grant to UNICEF access to IP's premises at reasonable times and on reasonable conditions. IP shall require its agents, including, but not limited to, IP's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any assessments carried out by UNICEF hereunder. It is understood that UNICEF may, at its sole discretion, contract for services of an individual or corporate person to conduct any assessment, or UNICEF may conduct the assessment with its own staff, employees and agents. IP consents to the public disclosure by UNICEF of the assessments referred to in this article 16.

17. **REFUNDS/OFFSETS:** UNICEF shall be entitled to a refund from IP or to make an offset against any amounts payable to IP: for any amounts paid by UNICEF or used by IP other than in accordance with the terms and conditions of this Agreement, including any amounts shown by audits, spot checks or investigations to have been so paid or used; for any amounts paid by UNICEF or used by IP as a result of IP or any of its employees or personnel having engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice (as such terms are defined in clause 15.3 b.); for any unspent amounts; for any amounts transferred by UNICEF to IP but not included or properly reflected in any financial report (using the FACE form) or supported by appropriate documentation and records; for any amounts paid by UNICEF in relation to an Ineligible

Expenditure; or for any amounts otherwise subject to a refund in accordance with the terms of this Agreement. IP will make payment of such refund within promptly upon receiving from UNICEF a written request for such refund.

18. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNICEF.
19. **OBSERVANCE OF THE LAW:** IP shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement.
20. **AUTHORITY TO MODIFY:** No modification or change in this Agreement shall be valid and enforceable against UNICEF unless provided by a written amendment to this Agreement signed by a duly authorized officer of UNICEF and an Authorized Officer of IP.
21. **SUPPORT TO TERRORISM:** IP agrees to apply the highest reasonable standard of diligence to ensure that cash, supplies and equipment under its control, including but not limited to cash, supplies and equipment transferred by UNICEF to IP: (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred by the IP to any individual or entity on the UN Security Council Committee Consolidated List available at <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list> ; and (c) are not used, in the case of money, for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

ANNEX I **TERMS OF REFERENCE**

SSFA Reference : IDS/SSFA2021252

Start date : 15 September 2021

End date:

15 March 2022

Title and purpose of the partnership

Engaging Aceh Ulama and Islamic Leaders for Community Health Improvement

The COVID-19 pandemic is rapidly eroding socio-economic gains in Indonesia, and its impact will be felt hardest by the country's most marginalized children. In Aceh, by July 26, 2021 number of confirmed cases is 21,878 with 946 deaths. The significant increase has been seen since June 2021.

While the sub-national government issued policy to implement strict limitation in several cities/districts, and also keep endorsing health protocols such as using of face mask, washing hands with soap, and keeping safe distance as well as avoiding the crowd, the implementation of health protocols in the community is not seemed to be optimal yet. In addition to that, based on quick survey done by UNICEF and Ministry of Health in 2020, Aceh was the province with lowest acceptance of COVID -19 vaccine. This is not surprised since the routine immunization in the province has been lowest in Indonesia for several years. However, up to July 2021, the coverage of COVID-19 vaccination is around 16%, ranked 20th out of 34 provinces.

Routine immunization has been low particularly after measles-rubella campaign in 2018, where issue of halal-haram raised up and affected other children vaccine. Community started asking for halal status of each vaccine. Even though this is not the only reason for vaccine refusal, halal-haram is still one of the main issues surrounding vaccination. Data from the Aceh Health Office shows that the routine immunization coverage in Aceh decreased every year. Since 2018 Aceh has been in the lowest position for national utilization coverage. The COVID-19 pandemic also has impact on service disruption that eventually affect routine immunization coverage. In 2020 the coverage only reached around 39% of the national target of 93%.

Hoaxes on vaccination – children vaccine and COVID-19 vaccine – circulate mainly through social media and has impact on the awareness on COVID-19 prevention and the importance to complete routine immunization for children. Those hoaxes also drive down public trust on government hence increasing reluctant to implement health protocols and to get COVID-19 vaccine.

Aceh is the only province in Indonesia that imposed sharia law and the Islamic values are imply in daily life. Ulama/Islamic leaders – particularly those coming from "Dayah" (Islamic traditional boarding school) have a major role and strong trust in the community. It is important to understand the perception of Islamic leaders/preachers at grass-root level on COVID-19, particularly COVID-19 vaccine and routine immunization for children. By having understanding on this issue, it is expected to have better recommendation to improve demand generation strategy both for COVID-19 vaccine and routine immunization.

In addition to that, UNICEF is supporting the implementation of Human-Centered Design (HCD) strategy to improve routine immunization in 14 provinces including in Aceh. This approach aiming at identifying barriers as well as providing strategy to improve behaviour in the community, in this case, in vaccine acceptance.

With that circumstance, ulama/Islamic leaders are needed to support the implementation of COVID-19 prevention and routine immunization by having better knowledge on the issues and furthermore able to disseminate correct information while also providing their advice from Islamic perspective. This approach is important since the perspective from Islamic views may help the information to be better understood and accepted by the community.

UNICEF is trying to involve groups of ulama in Aceh and Islamic leaders through Himpunan Ulama Dayah Aceh (HUDA) to help the Aceh community to implement health protocols and improve routine immunization. This included strengthening internal norm within Ulama and Islamic leaders to keep on working on health-related issues, improving the knowledge of clean- living culture in community level, create understanding about COVID-19 prevention, the importance of routine immunization for children, and improving way of health-related communication through "dakwah".

This collaboration is contributing to outcome 3, output 3.2 (Prevent and reduce childhood illnesses) and outcome 7, output 7.5 (Cross-Sectoral Approaches) of the 2021-2025 Country Programme Action Plan. This is also in line with national medium-term development plan (RPJMN) and SDG's target 3.2.

Expected results

Country Programme Output:

Corresponding result from country programme

Output 3.2 Government and partners at national and subnational levels have strengthened capacity for the prevention, control and elimination of major childhood illnesses, particularly those resulting from vaccine-preventable and communicable disease

Country Programme Indicator:

Corresponding indicator from country programme

3.2.4.4: Strengthening coordination with islamic leaders; Stakeholder mapping and continue implementation and monitoring HCD (Human Centre Design) approach in Aceh province

7.5 Strategies to address cross-cutting issues related to child rights developed and applied

7.5.1.1: Plan, develop and implement behaviour and social change strategies in support of programme priorities

The expected result of the collaboration work with Implementing Partner (IP):

1. Islamic leaders/preachers, Islamic organizations, and Aceh government have the same understanding on routine immunization and COVID-19 prevention and strengthened coordination and communication network

This output will be achieved through the following activities:

- Mapping of religious leaders, Islamic organization, Pesantren/Dayah, and existing communication forum that can be utilized for strengthening coordination and dissemination of health-related information
- Coordination meetings between government and Ulama/Islamic leaders in district/city of Aceh to have the same understanding on routine immunization and COVID-19 prevention and strengthening support from Ulama and Islamic leaders

2. Islamic leaders/preachers have better understanding and improved knowledge on clean-living culture in dayah and community, create understanding of COVID-19 prevention including vaccination, routine immunization for children, and improve ways of health-related communication through "dakwah".

This output will be achieved through the following activities:

- Development of health-communication modules for Islamic leaders
- Capacity building for Islamic leaders on clean and healthy culture, COVID-19 prevention measures and children immunization, and health-related communication

3. Islamic leaders and Islamic organizations have capacity to deliver health messages and provide some recommendations to generate demand on immunization

This output will be achieved through the following activities:

- Focus group discussion with Islamic leaders at grass-root level to develop recommendations for immunization demand generation strategy based on perception assessment on vaccination
- Capacity building on Human-Centered Design (HCD) strategy for Islamic leaders and Islamic organizations to identify barriers and improve vaccination acceptance in the community

Result statement	Performance indicator/s	Location	Baseline	Target	Means of Verification ¹
Programme Output 1: Islamic leaders/preachers, Islamic organizations, and Aceh government have the same understanding on routine immunization and COVID-19 prevention and strengthened coordination and communication network	1.1 The availability of mapping document of religious leaders, Islamic organization, Pesantren/Dayah, and existing communication forum	Province	No	Yes	Mapping document
	1.2 Number of coordination meetings between government and district/city Aceh Ulama leaders	Province	0	3	Meeting report
	1.3 Number of Aceh Ulama leader participated in coordination meetings	Province	0	46 Data disaggregated by districts	Meeting report
Programme Output 2: Islamic leaders/preachers have better understanding and improved knowledge on clean-living culture in dayah and community,	2.1 Availability of health-communication modules for Islamic leaders	Province	No	Yes	Health-Communication module
	2.2 Number of facilitators trained at province level	Province	0	10	Workshop report
	2.3 Percentage of province trained facilitators who have improved knowledge on health issue	Province	0	100%	Post test score >80%

<p>ate understanding of COVID-19 prevention including vaccination, routine immunization for children, and improve ways of health-related communication through "dakwah".</p>	2.4 Number of Islamic leaders in districts/cities participate in the workshop	Province	0	207 (Data separated by district)	Workshop report
	2.5 Percentage of trained Islamic leaders have improved knowledge on health issues	Province	0	80%	Post test score >80%
	2.6 Number of trained Islamic leaders have activities to deliver message on immunization and Covid-19 prevention	Province	0	207 (Data separated by district)	<ul style="list-style-type: none"> Survey via RapidPro Sharing experience platform
<p>Programme Output 3: Islamic leaders and Islamic organizations have capacity to deliver health messages and provide some recommendations to generate demand on immunization</p>	3.1 Number of religious and community leaders who participated in the FGD	3 Districts (Aceh Selatan, Aceh Tengah, Bireun)	0	45 Data disaggregated by districts	FGD Report
	3.2 Number of facilitators trained on the Human-Centered Design approach	2 districts (Banda Aceh, Aceh Besar)	0	15	Workshop Report
	3.3 The availability of demand generation strategy document	Province	No	Yes	Strategy Document

Specific Implementation Arrangements or Conditions

PRC Ref#: PRC/SSFA/2021/91

Workplan Timeline

Activity	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1.1 Mapping document of religious leaders, Islamic organization, Pesantren/Dayah, and existing communication forum							
1.2 Coordination meeting of senior ulama at province							
1.3 Coordination meeting of religious leaders at province							
1.4 FGD with religious and community leaders in village level							
1.5 Training of Trainer for facilitators at province level							
1.6 Capacity building for religious leaders at district level							
1.7 Health education for Dayah community and public							
1.8 Capacity building for Human Centered Design (participants: HUDA + member of islamic organization from BA and A. Besar)							
1.9 IEC Materials Development and Distribution							

Activity 1.10 Development of Communication Module through Islamic preaching (dakwah)

Budget

Name/description of activity	UNICEF cash contribution (IDR)
Activity 1.1 Mapping religious leaders, Islamic organization, pesantren/dayah, and existing communication forum	2,200,000
Activity 1.2 Coordination meeting of senior ulama at province	63,000,000
Activity 1.3 Coordination meeting of religious leaders at province	109,820,000
Activity 1.4 FGD with religious and community leaders in village level	25,300,000
Activity 1.5 Training of Trainer for facilitators at province level	20,550,000
Activity 1.6 Capacity building for religious leaders at district level	302,875,000
Activity 1.7 Health education for Dayah community and public	52,500,000
Activity 1.8 Capacity building for Human Centered Design (participants: HUDA + member of Islamic organization from BA and A. Besar)	22,600,000
Activity 1.9 IEC Materials Development and Distribution	15,000,000
Activity 1.10 Development of Communication Module through Islamic preaching (dakwah)	19,200,000
Standard activity: In-country management & support staff pro-rated to their contribution to the programme (representation, planning, coordination, logistics, admin, finance)	73,200,000
Standard activity: Operational cost pro-rates to their contribution to the programme (office space, equipment, office supplies, maintenance)	13,950,000
Total cash contribution (IDR)	720,105,000

Additional resources contributed by UNICEF

	Units	Total value in (currency)
Supplies		0
-		0

Other inputs

-

Contribution of the partner

HUDA will contribute IDR 33,700,000 and other technical expertise

Monitoring and Reporting

FACE form	September 2021: IDR. 423,775,000 December 2021: IDR. 296,330,000
Performance reporting	September – November 2021, December – March 2021
Other reporting, if applicable	N.A.
Partner focal point	Iskandar Zulkarnaen, iskandar.zulkarnaen@unimal.ac.id
UNICEF focal point	Dita Ramadonna, Health Officer, dramadonna@unicef.org Jeinan Salsabila, C4D Officer, jsalsabila@unicef.org

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