

CONSULTANT CONTRACT FOR SERVICES 2021

The Dutch National Committee for UNICEF with registered office at Bezuidenhoutseweg 74, 2594 AW, The Hague, validly represented herein by, hereinafter referred to as “UNICEF the Netherlands”,

and

.....hereinafter referred to as “the Contractor”,

hereinafter each called ‘Party’, or together as ‘Parties’, agree as follows:

Art. 1. Nature of Services

- 1.1 The Contractor shall perform the Services as on Sint Maarten according to the *Terms of Reference* which is attached hereto as Annex 3.
- 1.2 This agreement does not create any relationship of joint venture, partnership, association, employment or principal or agent between the Parties. The Contractor acknowledges and agrees that he/she works as an independent Contractor in business on its own account.

Art. 2. Performance of the work

- 2.1 The Contractor accepts both the work and entire responsibility for its correct performance.
- 2.2 The Contractor organizes the work independently. However, insofar as necessary for the performance of the work, the Contractor reaches agreement with UNICEF The Netherlands on working with third parties, to ensure that this work is performed optimally. If necessary for the performance of the work, the Contractor will adopt the working hours of UNICEF The Netherlands.
- 2.3 UNICEF The Netherlands provides the Contractor with all powers and information necessary for the good performance of the work.
- 2.4 The Contractor performs the agreed work entirely independently, at his/her own discretion, and without any supervision or guidance from UNICEF The Netherlands. The Client may, however, give instructions concerning the expected results of the work.
- 2.5 The Contractor shall report to the Program Manager and be in contact with the Project Leader.

Art. 3. Location and Duration

- 3.1 This contract starts on ... and will end on
- 3.2 The Contractor shall work
- 3.3 The work will be done (remotely from homebase with a possible travel to and from Sint Maarten)

Art. 4. Warranties

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- 4.1 Before entering into the work as agreed upon, the Contractor will deliver proof /arrange that he/she is permitted to stay and work on the location as mentioned in Art.3. UNICEF the Netherlands is not responsible nor liable in case this requirement is not complied with.
- 4.2 The Contractor has the necessary skills, qualifications, training and experience in order to perform the Services.
- 4.3 The Contractor shall work the days necessary to perform the Services. If external delays make it impossible to carry out the tasks within the given time frame, a no cost extension may be made upon mutual agreement.
- 4.4 If at any time the Contractor anticipates being unable to comply properly, on time, or at all with the agreed work, the Contractor shall immediately notify the Client of such a fact.
- 4.5 The Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided for in this contract.
- 4.6 The Contractor shall not be considered, in any respect, as being the employee or agent of UNICEF The Netherlands.
- 4.7 The Contractor shall indemnify, hold and keep blameless and defend, at its own expense, UNICEF The Netherlands, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses arising out of the acts or omissions of the Contractor in the performance of this contract.
- 4.8 The Contractor shall be solely liable for claims by third parties arising from the Contractor's own acts or omissions in the course of performing this contract, and under no circumstances shall UNICEF The Netherlands be held liable for such claims by third parties.
- 4.9 Data collected by the Contractor, shall only be used in relation to the project unless UNICEF The Netherlands has given prior written consent to the Contractor.
- 4.10 The Contractor indemnifies the Client against any third-party claim connected with and arising from the performance of the work under the contract by the Contractor or the replacement for the Contractor.
- 4.11 The Contractor is liable for all loss suffered by the Client or any third party as a result of the work performed by the Contractor or any third party engaged by the Contractor. The Contractor is also liable for all loss suffered by the Client resulting from any failure by the Contractor to comply properly or at all with his/her contractual obligations.
- 4.12 The Client accepts no liability for, and the Contractor shall indemnify the Client against, any claim issued against the Client based on physical injury to, or the sickness or death of, any third party engaged by the Contractor, or on the loss of, or damage to, the property of any such third party or of the Contractor him/herself, except where such claim arises from any act or omission of the Client itself.
- 4.13 The Client must compensate the Contractor for all loss not attributable to the Contractor incurred in the performance of the work resulting from the materialization of an exceptional risk connected with the work that exceeds the risks which by their nature are faced by the Contractor in the performance of his/her profession.

Art. 5. Fee, invoice and payment

- 5.1 In consideration of the provision of the Services by the Contractor, UNICEF The Netherlands will pay to the Contractor a total consultancy fee of

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5.2 The Contractor invoices UNICEF The Netherlands within 30 days after completion of deliverables as presented below (please refer to the table of outputs / products in Annex 3):

Phase of the assignment	Deliverables	% of total consultancy fee for payment

5.3 The Contractor will fill in below the bank details and will provide complete invoices with complete personal details, bank details, invoice number, date, description etc.

The contractor will email the invoice in PDF format to facturen@unicef.nl with cc to ...

5.4 The Contractor shall not be entitled to any payment in respect of any period of absence, whether for holiday, sickness, injury or otherwise, or in respect of any other period in which the Contractor is not providing the services.

5.5 UNICEF The Netherlands shall make payment on the bank account of the Contractor within 30 days of receipt of the Contractor's invoice.

Name Details	
Name of Creditor	
Street address + nr	
Postcode + Place	
Country	
Bank Details	
Name account holder	
Name of Bank	
Address of Bank	
Postcode + Place of Bank	
SWIFTCODE / BIC CODE	
IBAN number	
Account number	

Art. 6. Copyright, patents and other proprietary rights

6.1 UNICEF The Netherlands shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to, or are prepared or collected as a consequence or in the course of the execution of this contract.

6.2 The Contractor may use the logo of UNICEF the Netherlands. Internal and external communication by the Parties regarding UNICEF the Netherlands will be aligned with UNICEF the Netherlands beforehand.

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Art. 7. Integrity and Behaviour

- 7.1 By signing this contract the Contractor declares to agree with the Code of Conduct of UNICEF the Netherlands of September 2019 and the Operationalizing of the code of conduct for interacting with children, attached hereto as Annex 1.
- 7.2 The Contractor will, as an associate of the UNICEF National Committee, who will potentially be in any direct or indirect contact with children as a part of the association with the National Committee, be required to fill out the Self Declaration form, (attached hereto as Annex 2) honestly and in good faith.
- 7.3 In case the Contractor will be contracted for a period of time extending three (3) months, the Contractor will submit any kind of legal document providing evidence that the Contractor never has been convicted for offenses related to children. The evidence will be submitted during the first three (3) months of the initial assignment.
- 7.4 The Contractor shall not, at any time during the term of this agreement, engage in any conduct which would or might bring discredit or cause embarrassment to UNICEF The Netherlands and/or UNICEF.
- 7.5 The Contractor shall not act in such a way as to place him/herself in a position where his/her duties to UNICEF The Netherlands and his/her private interests conflict or may conflict with and shall not (except for the payment of fees pursuant to this contract) use his/her position under or by virtue of this contract to obtain benefit or gain for him/herself.
- 7.6 The Contractor undertakes to treat in the strictest confidence all confidential information that comes into his/her possession. This duty of confidentiality does not apply to information that the Client could reasonably assume was in the public domain at the time it was disclosed to the Contractor.

Art. 8. Tax

- 8.1 The Contractor shall be solely responsible for any tax, whether income tax, national insurance contributions or otherwise, payable in respect of any of the payments received by or due to him/her from UNICEF The Netherlands.
- 8.2 The Contractor shall indemnify UNICEF The Netherlands in respect of any claims that may be made by any of the relevant authorities against UNICEF The Netherlands in respect of income tax or national insurance contributions or other tax relating to the payments made by or due from UNICEF the Netherlands to the Contractor for the services.

Art. 9. Termination

- 9.1 If the Contractor fails to perform the Services and duties to the reasonable satisfaction of UNICEF The Netherlands, or the Services are delivered incomplete or for failure to meet deadlines, UNICEF The Netherlands may do any of the following, without the need to obtain a court order:
 - Deduct from the payment to be made to the Contractor an amount which reasonably reflects the cost of the Services and duties which the Contractor has failed to provide;
 - Prematurely terminate the contract paying no more than the costs incurred up to that date, based on the Services that are provided.

Art. 10. Miscellaneous

- 10.1 Each Party to this contract acknowledges and agrees that this contract and the annexes referred to in this contract contain the whole agreement between the Parties and that they have not relied upon

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oral or written representations made to them by other persons, its employees or agents, except as expressly recorded in the contract.

- 10.2 No variations to this contract shall be effective unless put in writing and signed by or on behalf of both parties, in a form which expressly states that it is a variation of this contract pursuant to this clause.
- 10.3 This contract is made under Dutch law and in case of a conflict Dutch law will be applicable.

Signed and agreed by;

National Committee UNICEF The Netherlands

Consultant

The Hague
The Netherlands

Annex 1	Code of Conduct UNICEF The Netherlands
Annex 2	Self Declaration Form UNICEF The Netherlands
Annex 3	Terms of reference

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Annex 1

Code of Conduct UNICEF the Netherlands

Preface

The image and success of UNICEF depends to a great extent on the behaviour of its employees and volunteers. We aim to achieve the biggest impact as possible for children worldwide. We want our actions to be an example for others. Society may expect this from us.

This Code of Conduct is about how we want to interact with each other and with the people we want to work together with. We want to be honest, respectful and transparent and we are aiming for a safe environment for everyone who works for UNICEF or who is involved with UNICEF. This Code of Conduct applies to everyone who acts on behalf of UNICEF the Netherlands. Therefore, we ask of all volunteers, employees and partner organisations to endorse the following and to make a best effort to personally comply with this Code of Conduct and to address this to colleagues as well.

1. I act honestly

When I commit to UNICEF, I act honestly, transparently and consistently. I honour/respect commitments and agreements I make and when it seems I'm not able to comply with this, I signal this and start a conversation about it. I handle information carefully. Towards others I am transparent about the backgrounds, nature, approach and results of the work for UNICEF. I am not tempting myself nor others by gifts or favours for personal gain.

2. I act respectfully

I am aware that my behaviour, even in private situations, can influence the good name of UNICEF directly. I contribute to a safe and pleasant atmosphere. I treat others with the same respect I want to be treated with. I show that I am aware of the views and properties of others and respect them as much as possible. I do not show nor tolerate undesirable behaviour such as (sexual) intimidation, aggression, bullying or ignoring. I also offer no space for any form of discrimination whatsoever.

3. I am competent

I make sure that I am competent for the tasks, responsibilities and authorizations that I have on behalf of UNICEF the Netherlands. I am willing to learn from my mistakes, share my experiences and ask for feedback on a regular base.

4. I am cooperative

I promote mutual understanding and collaborations with the goal to achieve results for children. I offer a person the space to express his/her views and I take him/her seriously. I am positive and I am well prepared for my work. I appreciate the contributions of others and I am willing to help others and provide feedback.

5. I act responsible

I inform relevant stakeholders of UNICEF the Netherlands timely and frequently about progress, bottlenecks and results of my work for UNICEF. I am aware that UNICEF the Netherlands depends on the resources it receives from others. I use time, facilities and materials of UNICEF carefully, efficiently and exclusively to the extent that it fits with my work. I thoughtfully handle the privacy of the people with whom UNICEF the Netherlands cooperates. In my behaviour, I show awareness of the possible consequences for children, society and environment.

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6. I am loyal to UNICEF

In my work for UNICEF, the importance of children always comes first. In my (online) communications I show my loyalty to UNICEF and its objectives. I do not perform any tasks elsewhere which are not compatible with a proper performance of my duties for UNICEF the Netherlands. I discuss possible conflicting interests directly with the right person within UNICEF the Netherlands.

UNICEF the Netherlands has an internal and external confidential advisor and an integrity committee who can give you support in situations where you see or experience unacceptable behaviour.

7. My work involves protecting children and young people

The rights and interests of children are paramount in my work for UNICEF. I take preventative measures to ensure that children and young people are safe from harm, abuse, and violence. If serious concerns come to light about children or young people, I respond immediately and report it to the appropriate authorities so that they can protect the child in question.

UNICEF Nederland has an internal and external confidential advisor, a child safeguarding officer, and an integrity committee that can assist you in situations involving inappropriate behaviour.

September 2019

Operationalizing the code of conduct for interacting with children

What I do:

- I respect the rights of children and put their interests first.
- I respect the boundaries of children and young people and prevent behaviours that cross the line. This also applies to contact with children via email and through social media.
- I respond immediately to suspicions and/or signs of child abuse and inappropriate behaviour involving children and young people during an activity.
- I treat all children, young people, and adults with respect and dignity, irrespective of their age, gender, culture, ethnic background, sexual orientation, or physical or mental ability.
- I pay extra attention to children and young people with mental or physical limitations and ensure they can participate. I am aware of and respect the cultural and religious differences of the children, young people, and families involved in UNICEF activities.
- I also adhere to the privacy regulations when handling and managing the personal data of children and young people.

What I don't do:

- I never share the personal data of children or young people without their permission.
- I am never alone with the children or young people in a closed room without a good reason.
- I never initiate inappropriate, intimidating, and/or unwanted physical contact with children or young people.
- I never physically or sexually abuse children or young people.
- I never insult or ignore children.
- I never condone behaviours that could harm or hurt others (bullying, hitting, kicking or withholding food, medication, or other needs). I never ignore this type of behaviour either.
- I do not publish or share photos, videos, or stories of children without their explicit consent.
- I never publish or share photos, images, or stories of children that would put them in a vulnerable, harmful, or humiliating position.
- I would never show favouritism by offering money or gifts.

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Annex 2

Self-Declaration and Disclosure Form
For Association with the UNICEF National Committee
Private and Confidential

All information provided in this document will be treated as private and confidential. Any future personnel or associate of the UNICEF National Committee who will potentially be in a direct or indirect contact with children as a part of their association with the National Committee, is required to fill out this form, honestly and in good faith.

Part one

To be completed by UNICEF The Netherlands:	
Name consultant	
Address:	
Telephone/Mobile No:	
Date of Birth:	
Gender:	
Identification of the consultant by the authorized recruitment officer of UNICEF The Netherlands:	
V	I confirm that I have seen identification documents relating to this person, and I confirm to the best of my ability that these are accurate.
Type and NR of the identification document	
Signature of authorized recruitment officer:	
Print name:	
Date:	

Part two

For completion by the Contractor:	
Have you ever been known to any Children’s Services department or Police as being a risk or potential risk to children?	YES / NO
<i>If ‘yes’, please provide further information:</i>	
Have you been the subject of any disciplinary investigation and/or sanction by any organisation due to concerns about your behaviour towards children?	YES / NO
<i>If ‘yes’, please provide further information:</i>	
Confirmation of declaration by the Contractor (tick the boxes below):	
	I agree that the information provided here may be processed in connection with recruitment purposes and I understand that an offer of association may be withdrawn or disciplinary action may be taken if information is not disclosed by me and subsequently come to the National Committee’s attention.
	In accordance with the National Committee’s procedures, if required, I agree to provide further information in relation to this declaration.
	I agree to the National Committee contacting relevant agencies, if required, to verify any information in this declaration.
	I agree to inform the National Committee within 24 hours if I am subsequently investigated by any agency or organisation in relation to concerns about my behaviour towards children.
	Where this is considered necessary to safeguard children, I understand that the National Committee may supply to other persons or organisations, the information contained on this form, and the results of any checks and information supplied by third parties in relation to this declaration.
Signature:	
Print name:	
Date:	



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Annex 3
Terms of Reference

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