

Project Cooperation Agreement
between
UNICEF, the United Nations Children's Fund
and
FCI, Fundación Ciudadano Inteligente

THIS PROJECT COOPERATION AGREEMENT and its annexes (this "Agreement") is made on 15 September 2014 and is valid until 14 September 2015

BETWEEN: UNICEF, THE UNITED NATIONS CHILDREN'S FUND ("UNICEF"), an international inter-governmental organization established by the General Assembly of the United Nations, having its office in the U.S.A. at 3 United Nations Plaza, New York, New York

AND: FCI, FUNDACIÓN CIUDADANO INTELIGENTE, an organisation having its offices at Holanda 895, Providencia, Santiago, Chile

GENERAL PRINCIPLES

- A. UNICEF works with governments, civil society organisations and other partners worldwide to advance children's rights and is guided by the principles enshrined in the United Nations Charter and the Universal Declaration of Human Rights, and in the Convention on the Rights of the Child and the Convention on the Elimination of All Forms of Discrimination Against Women. FCI shares UNICEF's commitment to the principles enunciated in these documents.
- B. Within these frameworks, UNICEF and FCI have developed the Digital Advocacy Tool project (the "Project"). The Project is covered by this Agreement and is more fully described in the project document attached to this agreement as Annex A (the "Project Proposal and Annex A").
- C. Both UNICEF and FCI are committed to the principles of participatory and sustainable development and to providing assistance impartially. They are mindful of culture and custom, and of building local capacity, and of their respective accountabilities to their funding partners and to those whom they assist. They will not expose intended beneficiaries, including children to any form of discrimination, abuse or exploitation.
- D. FCI affirms that it is not profit-oriented and non-partisan, and that it has the capacities to carry out the activities outlined in this Agreement.
- E. UNICEF and FCI have agreed to cooperate to implement the Project, in accordance with the Project Proposal and Annex A attached to this Agreement. They will carry out their respective responsibilities in the spirit of partnership and in consultation.

GENERAL PROVISIONS

1. UNICEF and FCI will work together in the implementation of the Project(s), and complete the tasks identified as their respective responsibility in conformity with the agreed Project Proposal and Annex A.
2. UNICEF and FCI will each designate a person who will be given authority for overseeing the Project(s) on its behalf. UNICEF and FCI will jointly designate the Project Manager(s), if any.
3. UNICEF and FCI, with other partners as needed, will develop detailed Work Plans, describing the specific activities to be carried out each quarter. The basis for the transfer of any resources will be the Work Plans Plan.
4. UNICEF and FCI will keep each other informed on the progress of their work in relation to the Work Plans Plan. Consultation meetings will take place at least every three (3) months or more frequently as circumstances demand. UNICEF will make all relevant information and advice available to FCI.
5. FCI may use the UNICEF name, logo, and emblem, but only in connection with the Project and only with the prior written consent of UNICEF. The UNICEF name, logo, and emblem may only be reproduced in ways set out in UNICEF's "Brand Toolkit".
6. In order to determine the most effective and efficient resource transfer procedures, FCI may be subject to an assessment of its financial management capacity. UNICEF and FCI will jointly conduct assurance activities to establish the good use of UNICEF-provided resources.

SUPPORT TO THE PROJECT

7. The Annex A identifies the inputs that will be funded by UNICEF. UNICEF will meet the costs of those inputs through cash transfers to FCI ("cash input")

CASH INPUT

8. The amount of cash input to be provided by UNICEF is set out in the Annex A. UNICEF will provide the agreed amount of cash input in a number of instalments. UNICEF will transfer the first instalment, covering three (3) months costs, to FCI within two (2) weeks after both UNICEF and FCI have signed both this Agreement and the first Work Plans Plan, and FCI has provided a written request for the funds in relation to the activities lines of the workplan. Subsequent instalments will be made on a three (3) monthly basis after that, following a similar request. A request for payment of the applicable amount should be received at least one (1) month prior to the commencement of the activities planned for that period.
9. FCI will account for each instalment of cash input within six (6) months from the date it is received. It will do so by providing UNICEF with a financial statement certified by the FCI official responsible for FCI's financial affairs. UNICEF may review the acceptability of the documents as proof of the use of the funds as agreed. Further transfer of funds will not normally be made if any instalment of cash input has not been accounted for within six (6) months after the date when receipts, bills of payment etc. that confirm the use of funds have been received. UNICEF may review the acceptability of the documents as proof of the use of the funds as agreed. Further transfer of funds will not normally be

made if any instalment of cash input has not been accounted for within six (6) months after the date when it should have been.

10. FCI can vary the budgeted cost of any single input in the Annex A to be funded by UNICEF, provided that (a) the variation is no more than ten per cent (10%); (b) the variations are within the scope of the Project Proposal and its expected results; and (c) the total Budget is not exceeded. Any variations exceeding ten per cent (10%) require the prior written consent of UNICEF.
11. UNICEF will fund the FCI's Project Support Costs, but for no more than two (2) years from the day this Agreement becomes effective regardless of the term of this Agreement, unless this period is specifically extended by the Parties through written agreement. In any year, the total of FCI's Project Support Costs will not exceed twenty-five per cent (25%) of the total funds provided by UNICEF that year.
12. Within three (3) months of either the termination of this Agreement or completion of the Project, whichever happens first, FCI will return to UNICEF the balance of any funds provided by UNICEF to FCI under this Agreement.

KNOWLEDGE GENERATION & INTELLECTUAL PROPERTY

13. UNICEF and FCI shall co-own all information, data, research findings, educational and evaluation materials produced as a result of this Project, provided concurrence was obtained, if necessary, from the host government for use and dissemination of country-specific data and results. FCI and/or UNICEF can publish data, writings, or material resulting from the Project, but the publishing party will give the other partner the opportunity to review and comment on any material intended for publication prior to publication and will reasonably consider and discuss comments with the partner. FCI can also use data for educational and research purposes which are clearly for non-commercial use.
14. In case of the use of data or research findings for publication, FCI and/or UNICEF shall provide a copy of any proposed publication at least 30 days in advance of the proposed publication date. Work of both partners shall be properly acknowledged and recognized and UNICEF and FCI will be considered co-principal investigators.

PERSONNEL

15. FCI is responsible for all work and services which its personnel, and any contractors, perform. It affirms that its employees and any contractors, also technical experts and consultants, meet the standards of qualification and technical and professional competence necessary for the achievement of the Project objectives. FCI will ensure that all relevant national labour laws are observed.
16. Employees of FCI, its contractors or anyone else working for FCI in the execution of the Project or otherwise, are not employees of UNICEF and are not covered by the privileges and immunities applying to UNICEF and its staff pursuant to the Convention on the Privileges and Immunities of the United Nations or otherwise. UNICEF is not liable for any claims of death, bodily injury, disability, damage to property or any other hazards which an employee of FCI may suffer in connection with the execution of the Project. Where legally required to do so, FCI will obtain and maintain all appropriate workmen's compensation and liability.

RECORD KEEPING and FINANCIAL REPORTING

17. FCI agrees to keep separate records with respect to funds provided to it by UNICEF. They will be accurate, complete, and up-to-date in respect to funds received and expenditures incurred with funds provided by UNICEF, and show that all disbursements are made in conformity with the Project Proposal and Annex A. Original bills, invoices, receipts and any other pertinent documentation should be kept by FCI
18. In addition to the reports referred to in Clause 9 of this Agreement, FCI will prepare certified annual statements of expenditure in the local currency and submit them to UNICEF within three (3) months of the end of each calendar year in which it receives or spends funds provided by UNICEF under this Agreement.
19. UNICEF staff, including auditors if so commissioned by UNICEF, may conduct on-site reviews of the financial records of FCI pertaining to the activities funded by UNICEF, upon mutual agreement on date and time. UNICEF staff, including internal auditors and operations officers, and its agents, or the United Nations Board of Auditors may review and/or copy the records of FCI relating to the Project, upon mutual agreement on date and time.

PROGRAMMATIC REPORTING

20. Six (6) months after signature of this Agreement, and every six (6) months thereafter, except where otherwise agreed, FCI will provide to UNICEF a narrative progress report on its work in connection with the Project. Such report should contain an assessment of the achievements and impact for children and women of the activities to date, an assessment of whether the Project is being implemented in accordance with the Project Proposal and Annex A, and a description of any obstacles to full and timely implementation.

FINAL REPORTS

21. A final report on the outcome of the Project, which includes a financial report, will be submitted to UNICEF within three (3) months of either the termination of this Agreement or the completion of the Project, whichever happens first.

RESPONSIBILITY FOR CLAIMS

22. UNICEF and FCI are each responsible for their own acts or omissions, and those of their employees, contractors or any other personnel engaged by them in the execution of the Project. Each Party is responsible for its own grossly negligent or intentionally harmful actions.

TERM AND TERMINATION

23. This Agreement will become effective once it is signed by both UNICEF and FCI. It will continue until the date identified in the Project Proposal, unless terminated before then by either Party in accordance with this Agreement or extended by written agreement between the Parties.
24. If either Party cannot meet its obligations and in the view of the other Party this would seriously endanger the achievement of the Project objectives, such other Party will have the right to terminate this Agreement. In addition, UNICEF reserves the right to terminate this Agreement at any time should it conclude that FCI does not share its commitment to the principles referred to in the first Recital to this Agreement. Unless consultations have resolved the problem, this Agreement will terminate thirty (30) days after such other Party sends a written notice of termination. When such a

notice of termination is received, the Party receiving it will immediately take all steps to terminate its activities so that expenses are kept to a minimum. Immediately upon sending or receiving, as the case may be, a notice of termination UNICEF will cease all disbursement of funds to FCI; and FCI will not make any forward commitments. Unless otherwise agreed in writing by UNICEF, all unspent funds will be returned to UNICEF within thirty (30) days of such notice of termination. UNICEF reserves the right to request repayment in full or in part of funds provided under this Agreement if the funds or part of the funds are found to be misused or not satisfactorily accounted for.

RESOLUTION OF DIFFERENCES

25. In the case of any dispute, controversy or claim, the Parties will attempt to reach agreement amicably by direct negotiations. If no agreement can be reached within thirty (30) days, the dispute, controversy or claim will be decided by the signatories meeting together, in person or otherwise, to consider the matter.

PRIVILEGES AND IMMUNITIES

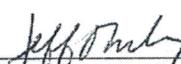
26. Nothing in or related to this Agreement shall be deemed a waiver, either express or implied, of any of the privileges and immunities of the United Nations and UNICEF under the Convention on the Privileges and Immunities of the United Nations or otherwise.

GENERAL

27. This Agreement and its Annexes can only be modified by written agreement between the Parties.
28. Neither Party has the authority to make decisions for the other, or to enter into obligations on behalf of the other.

UNICEF, the United Nations Children's Fund

By:



Jeff O'Malley
Director, Division of Data, Research, and Policy

FCI, Fundación Ciudadano Inteligente

By:



Rodrigo Mobarec Hasbun,
President of the Board

Annex A
Annex B

Joint Budget & Cash Flow
Joint Proposal

Annex A

JOINT BUDGET & CASH FLOW

Activity/Project Title: Digital Advocacy Planning Tool									
Type of expenditure			UNICEF Contribution per line as reflected by the unit cost and quantity				Details of Partner's Contribution		
A	B	C=(A*B) C=(H+I)	D	E	F	G	H	I	
			1 quarter	II quarter	III quarter	IV quarter			
Programme Costs									
Senior Developer #1 (100% Q1&2 - 25% Q3&4)	2,917	7.5	21,875	8,750	8,750	2,188	2,188	21,875	0
Senior Developer #2 (100% Q1&2)	2,917	6	17,500	8,750	8,750	0	0	17,500	0
Web Designer (100% Q1&2)	2,083	6	12,500	6,250	6,250	0	0	12,500	0
Air travel for conducting field testing with country	8,000	1	8,000	0	5,000	3,000	0	8,000	0
Webhosting per annum	1,000	1	1,000	0	0	0	0	1,000	Monitoring of how the tool is used; evaluation of how effectively it functions
Total Programme Costs		60,875	23,750	28,750	5,188	2,188	59,875	1,000	Hosting cost for the digital tool
Direct Programme Support Costs (directly attributable to the programme)									
Director for Oversight & Management (10% Q1&2)	5,500	0.6	3,300	0	0	0	0	3,300	Supervision and feedback over the development of e-tool and methodology
Supervising Developer (30% Q1&2 - 5% Q3&4)	3,333	2.1	7,000	3,000	3,000	500	500	7,000	0
Senior Researcher (7% Q1&2)	3,333	0.4	1,333	0	0	0	0	1,333	Feedback on the uses of the advocacy methodology, and FCI test (CSO angle)
Researcher (7% Q1&2 - 3% Q3&4)	2,083	0.6	1,250	0	0	0	0	1,250	Feedback on the uses of the advocacy methodology, and FCI test (CSO angle)
Administrative Assistant (20% Q1&2 - 5% Q3&4)	3,333	1.5	5,000	0	0	0	0	5,000	Administrative oversight over the project development
Total Support Costs (Up to 25%)			17,883	3,000	3,000	500	500	27,000	10,883
Indirect Programme Costs									
Total Indirect Programme Related Costs (Up to 7%)			6,301	1	6,301	0	0	0	6,301
TOTAL COST OF PROGRAMME (Quarterly Disbursements plus Partner's contribution)			55,152	26,750	31,750	\$5,688	2,688	66,875	\$ 16,184

*\$40,000 of the UNICEF Contribution will be provided in the form of Funds Commitments from the following offices:
\$10,000 each: Burundi CO, Afghanistan CO, Nairobi Innovation Centre , NY Innovations Unit

PROJECT IMPLEMENTATION TIMELINE

Organization: Fundación Ciudadano Inteligente (FCI)
 Project Title: Advocacy Strategy Tool

	1st Quarter <i>(Sep – Dec 2014)</i>	2nd Quarter <i>(Dec – Mar 2015)</i>	3rd Quarter <i>(Mar – Jun 2015)</i>	4th Quarter <i>(Jun – Sep 2015)</i>	Project Completion
<i>Phase One – Concept Development</i>					
Planning and functionalities workshop					
Project plan					
<i>Phase Two – Prototyping</i>					
Methodology for advocacy planning					
Testing prototype of digital tool					
Training and other supporting materials					
<i>Phase Three – Testing</i>					
Testing of prototype					
Testing of methodology					
Captured learnings from testing					
<i>Phase Four – Scale-up Planning</i>					
Final prototype of digital tool					
Project report					
Review and scale-up planning workshop					
Scale-up plan and funding proposal					
<i>Phase Five – Maintenance and Support</i>					
Hosting of prototype					Host Transfer
Maintenance					Mainten. End
Tool tech support for participating offices					Support End