



Universidad Nacional de Lanús

055/10

Lanús, 14 de abril de 2010

VISTO, el expediente N°850/10, correspondiente a la 2° Reunión del año 2010 del Consejo Superior, y el expediente N°2316/09 de fecha 27 de octubre de 2009, y,

CONSIDERANDO:

Que el 5 de marzo de 2010 la Sra. Rectora de esta Universidad ha suscripto un Convenio Específico con UNICEF DPP;

Que el citado Acuerdo tiene por objeto desarrollar una investigación que procura examinar los desafíos para la protección de los Derechos Humanos de los niños y adolescentes en el contexto de la migración, como un enfoque basado en la equidad de género y en la potenciación de la mujer, conforme se indica en el Anexo de diecinueve (19) fojas que integra la presente Resolución, y contiene las versiones del contrato en Inglés y en Español;

Que este cuerpo, en su 2° Reunión del año 2010, ha analizado y aprobado el citado acuerdo como, asimismo, lo actuado en su consecuencia;

Que es atributo del Consejo Superior normar sobre el particular, conforme a lo establecido en el Artículo N° 31, inciso o), del Estatuto de la Universidad Nacional de Lanús;

Por ello,

EL CONSEJO SUPERIOR
DE LA UNIVERSIDAD NACIONAL DE LANUS
RESUELVE:

ARTICULO 1°: Ratificar el Convenio Específico con UNICEF DPP, suscripto el 05 de marzo de 2010, entre UNICEF DPP y la Universidad Nacional de Lanús, cuyo texto (versiones en Inglés y en Español) se adjunta en un Anexo de diecinueve (19) fojas que forma parte de la presente Resolución.

ARTICULO 2°: Regístrese, comuníquese y notifíquese en los términos del Artículo 40 del Reglamento de la Ley Nacional de Procedimientos Administrativos, aprobado por el Decreto N° 1759/72 (t.o. 1991). Cumplido, archívese.

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Firma: Dra. Ana María Jaramillo Georgina Hernández Noemí Perri



Universidad Nacional de Lanús

055/10

UNITED NATIONS NATIONS UNIES
CONTRACT - INSTITUTIONAL OR CORPORATE CONTRACTOR

VENDOR ID 1900703862		P.O. NO.	
DEPARTMENT AND LOCATION CODE DPP	ALLOTMENT ACCOUNT CODE 060651/184/12/6P09001	YEAR 2010	SERIAL NO.
CONTRACT NO. 43111610	AMENDMENT NO. 1	COUNTRY NYHQ	CODE

CONTRACT ENTERED INTO BETWEEN THE UNITED NATIONS AND: NAME (Hereinafter referred to as the Contractor)
 National University of Lanús

ADDRESS: 29 de septiembre 3901, Lanús, Provincia de Buenos Aires, CP 1826, República Argentina
 TEL. NO.: +54.11.63229200 ext. 5728

The purpose of this contract is to:

- To examine the challenges for protecting the human rights of children and adolescents in the context of migration, with a focus on gender equality and women's empowerment.
- To raise the visibility of human rights and gender issues concerning migrant children and adolescents in the international debate in conjunction with GMG agencies, Member States and civil society partners.
- To provide technical support and policy guidance to UNICEF field offices on migration, human rights and gender.

The complete Terms of Reference are attached to this contract and are integral part of it.

Original contract dates: 28 October 2009 – 30 April 2010. THE AMENDED CONTRACT SHALL COMMENCE ON THE 28th DAY OF October 2009. AND SHALL EXPIRE ON THE SATISFACTORY COMPLETION OF THE SERVICES DESCRIBED ABOVE, BUT NOT LATER THAN THE 26th DAY OF March 2010. UNLESS SOONER TERMINATED UNDER THE TERMS OF THIS CONTRACT.
THIS CONTRACT IS SUBJECT TO THE CONDITIONS ON THE NEXT PAGE.

1. CONSIDERATION – AS FULL CONSIDERATION FOR THE SERVICES PERFORMED BY THE CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT THE UNITED NATIONS SHALL PAY THE CONTRACTOR UPON CERTIFICATION THAT THE SERVICES HAVE BEEN SATISFACTORILY PERFORMED.

(A) A FEE OF \$ 48,000 CURRENCY USD
 TOTAL FEE \$48,000

(B) WHERE TWO CURRENCIES ARE INVOLVED, THE RATE OF EXCHANGE SHALL BE THE OFFICIAL RATE APPLIED BY THE UNITED NATIONS ON THE DAY THE UNITED NATIONS INSTRUCTS ITS BANKERS TO EFFECT THE PAYMENT(S);

(C) THE FEE IS PAYABLE IN INSTALLMENTS UPON CERTIFICATION OF SATISFACTORY PERFORMANCE AT EACH PHASE.

PHASE	DATE	AMOUNT	PHASE	DATE	AMOUNT
Payment to be issued upon signature (30%)	Upon signature	\$14,400 (Paid)	Second payment upon satisfactory completion of: First draft of Deliverable 1; Deliverable 2; Deliverable 3; and Four policy products under Deliverable 5 (30%)	15 February 2010	\$14,400
Upon satisfactory completion of TOR (40%)	26 March 2010	\$19,200			

PROPOSED BY HEAD OF SUBSTANTIVE OFFICE SIGNATURE <u>I. Ortiz</u> DATE <u>15 JAN 10</u> NAME AND TITLE: Isabel Ortiz, Associate Director, PAKM, DPP	I acknowledge that I have read and accept the conditions on the next page
AUTHORIZED OFFICER SIGNATURE <u>R Morgan</u> DATE <u>21/01/10</u> NAME AND TITLE: Richard Morgan, Director, DPP On behalf of the United Nations. Date:	SIGNATURE OF CONTRACTOR <u>Ana Maria Jaramillo</u> DATE _____ ANA MARIA JARAMILLO RECTOR UNIVERSIDAD NACIONAL DE LANÚS NAME AND TITLE: D. Ana María Jaramillo, Rector of the National University of Lanús

PT.141 (3-96)

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Firma: Dra. Ana María Jaramillo Georgina Hernández Noemí Perri



CONDITIONS OF SERVICE-CONTRACTORS

1. LEGAL STATUS

The contractor shall be considered as having the legal status of an independent contractor. Agents or employees of the contractor shall not be considered in any respect as being officials or staff members of the United Nations.

2. OBLIGATIONS

The contractor shall neither seek nor accept instructions from any authority external to the United Nations in connexion with the performance of its services under this contract. The contractor shall refrain from any action which may adversely affect the United Nations and shall fulfil its commitments with fullest regard for the interest of the United Nations. The contractor shall not advertise or otherwise make public the fact that it is a contractor with the United Nations. Also the contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations or any abbreviation of the name of the United Nations in connection with its business or otherwise. Contractors may not communicate at any time to any other person, Government or authority external to the United Nations or any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate; nor shall contractors at any time use such information to private advantage. These obligations do not lapse upon termination of their agreement with the United Nations.

3. TITLE RIGHTS

(a) The United Nations shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to or is made in consequence of, the services provided to the Organization by the contractor. At the request of the United Nations, the contractor shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law. At the request of the United Nations, the contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

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

4. TERMINATION OF CONTRACT

This Contract may be terminated by either party before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the contractor shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the United Nations. Additional costs incurred by the United Nations resulting from the termination of the Contract by the contractor may be withheld from any amount otherwise due to the contractor from the United Nations.

5. ASSIGNMENT OF PERSONNEL

The contractor shall not assign any persons other than those accepted by the United Nations for work performed under this contract.

6. INDEMNIFICATION AND INSURANCE

The contractor shall indemnify, hold and save harmless and defend, at its own expense, the UN, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the contractor or his employees or sub-contractors in the performance of this Contract. This clause shall extend to claims and liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventions or devices.

In compliance with this clause, the contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of contractor's acts or omissions related to this Contract. The contractor shall, upon request, provide proof of such insurance.

The contractor shall not permit any lien, attachment or other encumbrance by any person to remain on file in any public office or on file with the UN against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the contractor.

7. UNITED NATIONS PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations.

8. ARBITRATION

Any controversy or claim arising out of, or in accordance with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNICITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

9. AMENDMENTS AND ASSIGNMENTS

No change in or modification of this Contract shall be made except by prior written agreement between the Chief, Procurement and Transportation Division, Office of Conference and Support Services, United Nations, and the contractor. The contractor shall not assign, transfer, pledge, sub-contract or make other disposition of this Contract or any part thereof, or of any of the contractor's rights, claims or obligations under this Contract except with the prior written consent of the United Nations.

10. OFFICIALS NOT TO BENEFIT

The contractor represents and warrants that no official of the United Nations has been, or shall be, admitted by the contractor to any direct or indirect benefit arising from this Contract or the award thereof. The contractor agrees that breach of this provision is a breach of an essential term of this Contract.



Terms of Reference

AMENDMENT 1

Institutional Contract between UNICEF DPP and the National University of Lanús

28 October 2009 – 26 March 2010

1. Background

UNICEF DPP has carried out policy research and operational work on the impact of migration and remittances on the human rights and wellbeing of children, adolescents and women as enshrined in international and regional human rights instruments, in particular CRC and CEDAW. UNICEF DPP has been engaged in supporting a number of field offices¹ on issues related to migration, human rights and legislative reform and has worked closely with UN agencies, governments and civil society organizations to advocate for the protection of the rights of migrants and their families in countries of origin, transit and destination².

Women, men, girls and boys face different opportunities, risks and challenges at every stage of the migration process. The gender dimension of migration has been a key concern for UNICEF's work on migration and human rights, as migration can affect gender equality and women's empowerment in various ways. While migration can provide new opportunities to improve women's lives and transform oppressive gender relations, it can also expose women and girls to new vulnerabilities and reinforce traditional roles and inequalities.

Although there has been increasing attention on the need to incorporate gender perspectives into international migration policy discussions, much of the current research focuses on issues concerning women migrant workers and gender empowerment. Further work is needed on the gendered impact of migration on children and adolescents. This consultancy aims to fill this gap by examining both the age and gender dimensions of migration from the perspectives of human rights and legislative reform, and also provide linkages with migration, development and social policy concerns (i.e. socioeconomic rights and right to development).

The current global economic and financial crisis is having severe impacts on migrants and their families and has exacerbated some of the root causes of migration, including poverty, unemployment, inequities, social exclusion and discrimination in countries of origin. It is critical that these factors be examined through a gender and human rights lens with a focus on children, adolescents and women.

2. Purpose

The purpose of this consultancy is to examine the challenges for protecting the human rights of children and adolescents in the context of migration, with a focus on gender equality and women's empowerment. The consultancy will aim to raise the visibility of human rights and gender issues concerning migrant children and adolescents in the current dialogue on migration and development with Member States, civil society and stakeholders.

This initiative will provide policy guidance on migration, human rights and gender and produce a number of policy documents on migration and the global economic crisis. The consultants will work in collaboration with interagency partners to highlight the challenges and best practices for protecting rights

¹ Including Albania, Moldova, Morocco, Philippines, Ecuador, El Salvador, Mexico, Jamaica, South Africa and Barbados.

² UNICEF has collaborated on the joint report of the Global Migration Group (GMG) on "International Migration and Human Rights" (2008) as well as on the Report of the Special Rapporteur on the Human Rights of Migrants for the 11th Session of the Human Rights Council (2009).



of girls and boys affected by migration. This will include the production of a joint report with OHCHR as requested by the recent Human Rights Council resolution on migration and the human rights of the child.³ The outputs of this consultancy will also serve as key inputs for a number of high-level consultations on migration, including the Third Meeting of the Global Forum on Migration and Development (GFMD) in November 2009 and the IOM Council Meeting in November 2009.

In particular, the consultants will be responsible for the following deliverables:

- Policy paper on migration, children, human rights and gender
- Compilation of Concluding Observations of the UN Human Rights Treaty Bodies related to children and women in the context of migration, development and human rights
- Policy guidance booklet on migration, human rights and gender
- Technical support and policy guidance for UNICEF Country Offices
- Policy briefs, background notes and inter-agency inputs on migration, gender and human rights (including policy inputs for the joint report with OHCHR on the protection of the rights of the child in the context of migration).

3. Expected Deliverables

(1) Policy paper on migration, children, human rights and gender

The consultants will produce a comprehensive policy paper examining the impact of migration on children, adolescents and women from a gender equality and human rights perspective. The paper will focus on gender inequities and how they are linked to the root causes of migration of children and adolescents. For instance, young women in developing countries may migrate because they are at risk of maternal mortality, complications from early pregnancy, unsafe abortion procedures, early or forced marriages, violence, sexual coercion and harmful traditional practices (such as dowry and female genital mutilation/cutting). Some countries of origin place gender-specific restrictions on migration, such as the requirement that a woman have authorization from her husband to migrate.

In addition, the paper will examine through a gender lens the constraints faced by children, adolescents and women in transit and destination countries, such as during border control proceedings and in accessing basic social services. It will also discuss the condition of girls and boys left behind as well as the rights and needs of children and adolescents who return to their country of origin. Other issues that the paper will examine include: the impact of the global economic crisis on migration, children, women and youth; family reunification policies and their impact on children, adolescents and women; gender disparities in access to work and labour rights; sexual exploitation of migrant girls and adolescents; detention and deportation of migrant girls and adolescents; violence against migrant adolescents girls and boys within and outside of the migrant community; access to justice; other civil and political rights; economic, social and cultural rights (such as right to health care, sexual and reproductive rights and the right to education, etc.); and governments' obligations according to international human rights instruments.

This study will involve research and policy exchanges with field partners and UNICEF COs collaborating in this initiative on migration, gender and human rights. This will include the collection of data disaggregated by gender and age when possible (synergies with UNICEF DPP initiative on migration statistics will be encouraged). A summary of main findings and perceived gaps will be presented in the final paper. The policy insights and case studies will draw upon specific legal policy instruments and normative frameworks already developed by other UN agencies (including OHCHR, UNHCR, ILO, UNDP, IOM, etc.) as well as international and regional human rights treaty bodies.

³ The draft Human Rights Council resolution on the "Human rights of migrants: Migration and the human rights of the child" (A/HRC/12/L.16) requests "OHCHR to prepare a study on challenges and best practices in the implementation of the international framework for the protection of the rights of the child in the context of migration, in consultation with relevant stakeholders, including States, regional organizations, civil society organizations, and national human rights institutions."



(2) Compilation of Concluding Observations of the UN Human Rights Treaty Bodies related to children and women in the context of migration, development and human rights

The consultants will produce a compilation of main paragraphs related to migration, development and human rights from the Concluding Observations of the following UN Human Rights Treaty Bodies:

- Committee on the Protection of the Rights of All Migrant Workers and Members of their Families (CMW);
- Committee on Economic, Social and Cultural Rights (CESCR);
- Committee on the Rights of the Child (CRC);
- Committee on the Elimination of Racial Discrimination (CERD);
- Human Rights Committee (HRC); and
- Committee on the Elimination of Discrimination Against Women (CEDAW).

The web database will be organized in a user-friendly manner and searchable by theme, committee, country and year. The compilation will also include a brief summary and analysis (1-2 pages) for each thematic area. This interactive tool will be made available online for easy access by UNICEF field offices, government partners and civil society organizations and will serve as part of UNICEF's inputs to the Third Meeting of the Global Forum on Migration and Development to be held in Athens in November 2009.⁴

The website for the database will be developed by the National University of Lanús on a web-domain and web-server approved by UNICEF. The use of the UNICEF logo on the website will require authorization from the Director of the Division of Policy and Practice, UNICEF.

A separate brief will be made available on key recommendations and issues which warrant UNICEF's attention and follow-up with countries and the UN Human Rights Treaty Bodies (in particular the CRC and the CEDAW). This separate brief which will also be made available in the Policy Guidance Booklet (see Deliverable 3) should also outline possible options for inter-agency collaborations in the field and at headquarters (including with GMG partners).

(3) Policy guidance booklet on migration, human rights and gender

The consultants will produce a 30-page user-friendly policy guidance booklet on migration, human rights and gender with special emphasis on children, adolescents and women. The document will present a comprehensive and systematic policy framework for addressing the human rights of migrants and their families from a gender perspective. The guidance booklet will include key messages, policy recommendations, good practices and country case studies as well as an appendix with a small lexicon of relevant terms and concepts.

(4) Technical support and policy guidance for UNICEF Country Offices

Sh The consultants will provide technical support to UNICEF field offices on policy issues related to migration, human rights, gender and adolescents. This could include providing specific inputs and guidance to field offices as well as stimulating regular exchanges with UNICEF partners and national stakeholders (in preparation phase of field missions and follow-up).

⁴ The 2009 GFMD Roundtable 2.1 on "Inclusion, protection and acceptance of migrants in society: Linking human rights and migrant empowerment for development" will identify some elements of good practices that ensure the inclusion, protection and empowerment of migrants and will discuss issues on migrant health, education, employment, housing, non-discrimination, gender, rights and obligations.



Detailed field mission reports will be produced following each mission to UNICEF Country Offices, including key findings on the human rights of children, adolescents and women affected by migration and will be posted in the DPP social policy intranet. Additional technical assistance and guidance will be provided to UNICEF ROs in MENA and WCARO currently engaged in a policy initiative on "Children on the Move" and field insights from Africa and the Middle East will be featured in all deliverables.

(5) Policy briefs, background notes and inter-agency inputs on migration, gender and human rights

The consultants will produce policy briefs and background technical notes on migration, gender and human rights as required for various international policy dialogues and technical consultations with inter-agency partners, Member States/donors and civil society.⁵ A minimum of six briefs/notes will be produced during this consultancy, including:

- Policy inputs (e.g. fact sheets, background notes, etc.) on the impact of the global economic and financial crisis on the human rights of migrants and their families;
- Inputs for the joint report with OHCHR on the challenges and best practices in the implementation of the international framework for the protection of the rights of the child in the context of migration;
- Briefing notes for the meetings of the Global Migration Group as well as ad-hoc requests for inputs/feedback from GMG partners;
- A 4-page policy brief on migration, human rights and gender for dissemination at the 2009 Global Forum on Migration and Development in Athens. The consultants will also prepare a conference report for the 2009 GFMD, summarizing main points of discussion, conclusions and recommendations from the four day event; and
- Briefing note and presentation for the UNITAR seminar on the human rights of migrants scheduled for 18 December 2009, on the occasion of International Migrants Day.

4. **Duration:** 28 October 2009 – 26 March 2010

5. **Activities, resources and deadlines:**

Deliverables / Items	Deadlines	Amount
1. Policy paper on migration, children, human rights and gender	Outline: 18 Dec 2009 First draft: 15 Feb 2010 Second draft: 8 Mar 2010 Final version: 26 Mar 2010	\$12,000
2. Compilation of Concluding Observations of the UN Human Rights Treaty Bodies related to migration, development and human rights and analytical brief with policy recommendations	<u>Compilation</u> - Final version: 30 Oct 2009 <u>Analytical Brief</u> - Final version: 20 Nov 2009	\$8,000

⁵ Including the Global Migration Group (GMG) Principals Retreat, Geneva, 9 October 2009; 2009 Global Forum on Migration and Development (GFMD), Athens, 2-5 November 2009; 8th UN Coordination Meeting on International Migration, New York, 16-17 November 2009; IOM Council, Geneva, 23-26 November 2009; GMG Conference organized by UNDP and UNITAR in early 2010; and Consultation organized by OHCHR in April/May 2010 to finalize the joint report for the Human Rights Council.



3. Policy guidance booklet on migration, human rights and gender	First draft: 25 Jan 2010 Second draft: 5 Feb 2010 Final version: 15 Feb 2010	\$8,000
4. Technical support and policy guidance for UNICEF Country Offices (including field missions)	On-going throughout the contract (Mission reports to be submitted 10 days after field visit)	\$8,000
5. Policy briefs, background notes and inter-agency inputs on migration, gender and human rights	<i>GMG Fact Sheet</i> - Final version: 29 Oct 2009 <i>GFMD Policy Brief</i> - Final version: 30 Oct 2009 <i>GFMD Report</i> - First draft: 15 Nov 2009 - Final version: 30 Nov 2009 Additional policy briefs/notes as requested. A minimum of <u>six</u> briefs/notes will be produced during this consultancy.	\$12,000
TOTAL		\$48,000

6. Payment Schedule

Payments will be made according the schedule below, contingent on the satisfactory completion of the deliverables by the set deadlines.

Payment	Date	Amount
Advance payment to initiate activities (30%)	At the signing of contract	14,400
Second payment upon satisfactory completion of: First Draft of Deliverable 1; Deliverable 2; Deliverable 3; and Four policy products under Deliverable 5 (30%)	15 February 2010	14,400
Final payment upon satisfactory completion of the TOR (40%)	26 March 2010	19,200
	TOTAL	US \$48,000

7. Travel

Travel is expected by the consultants to support UNICEF COs and regional focal points working on migration and human rights. The consultants will carry out select field visits to gather country-specific information related to policy and practice on migration, human rights and gender and interact with government stakeholders and civil society partners. Detailed reports with policy recommendations will be made available following each mission.



The following trips are expected:

- 3 trips to UNICEF County Offices to provide technical support and guidance on migration, human rights, gender and legislative reform issues (Mali/Senegal, Guatemala/Bolivia, South Africa);
- 2 trips to New York to interact with UNICEF staff and interagency partners;
- 1 trip to Athens to participate in the 2009 GFMD in Athens from 2 to 5 November 2009; and
- 1 trip to Costa Rica to participate in a regional conference on mixed migration organized by UNHCR, OAS and IOM.

Travel costs for the trips to the 2009 GFMD in Athens and the regional conference in Costa Rica will be provided by DPP/GRaCE (estimated cost: \$12,000). Additional travel funding for capacity development and policy support shall be requested from field offices as needed.

8. Key skills, technical background, and experience required:

- Institutional expertise in policy research and analysis on human rights and migration issues, with a particular focus on children, adolescents and gender.
- Extensive experience and international reputation for policy research and analysis.
- Familiarity with UNICEF standards and a proven partnership.
- Wide network of researchers and partners.
- Experience engaging in high-level policy discussions on migration, development and human rights.

Proposed by: Ms. Rhea Saab, SPEA, PAKM, DPP, UNICEF

Signature: _____

Date: _____

01/15/10

Authorized by: Mr. Gaspar Fajth, Chief, SPEA, PAKM, DPP, UNICEF

Signature: _____

Date: _____

01/15/10

Consultant's Name: D. Ana María Jaramillo, Rector of the National University of Lanús

Signature: _____

Date: _____

ANA MARÍA JARAMILLO
RECTORA
UNIVERSIDAD NACIONAL DE LANÚS



15 January 2010

Note for the Record

Amendment request for institutional contract with the National University of Lanús

Background

The institutional contract between UNICEF DPP and the National University of Lanús was initiated on 28 October 2009 to examine the challenges for protecting the human rights of children and adolescents in the context of migration, with a focus on gender equality and women's empowerment. The Gender Evaluation Follow-up funds (budget code: 060651/184/12/GP090001) was used for this contract with approval from Ms. Elizabeth Gibbons and Ms. Maie Ayoub von Khol.

Under this contract, the following deliverables have been completed by the National University of Lanús (as of 15 January 2010):

- Online compilation of Concluding Observations of the UN Human Rights Treaty Bodies related to children and women in the context of migration, development and human rights (www.hrcam.org)
- GMG Fact Sheet on the impact of the economic and financial crisis on migration and children's rights.
- Participation in the 2009 Global Forum on Migration and Development in Athens. Draft report with recommendations has been produced.
- Field mission to UNICEF WCARO and Mali to support the policy initiatives on migration and human rights.
- Participation in the Regional Conference on mixed migration organized by UNHCR, IOM and OAS. Trip report completed.

Request for Amendment of the Contract End Date

During the preparation of the contract, it was understood that while the expiration date for the budget code was set for 31 March 2010, it would be possible to obligate the money in advance for payments after this date. A telephone call was made by Ms. Elizabeth Gibbons to PSU to confirm this and the end date for the contract was set for 30 April 2010.

However, following the signing of the contract by both parties, it was learned from PSU that all payments would be required to be made by the 31 March 2010 expiration date. The National University of Lanús has been informed of this matter and has agreed to complete all remaining deliverables by the end of March 2010.

For this reason, an amendment is requested to change the end date for the institutional contract with the National University of Lanús to Friday, 26 March 2010.

Prepared by: Ms. Rhea Saab, Social Policy Specialist, PAKM/DPP/PAKM

Signature: _____

Date: _____

01/15/10



Universidad Nacional de Lanús

055/10

UNITED NATIONS NATIONS UNI
CONTRACT - INSTITUTIONAL OR CORPORATE CONTRACTOR

VENDOR ID: 1900163862

DEPARTMENT AND LOCATION CODE	ALLOTMENT ACCOUNT CODE	P.O. NO.		
PP	060651/134/12/GP090001	YEAR	TYPE	SERIAL NO.
CONTRACT NO.	AMENDMENT NO.	2009		
43111610		COUNTRY	CODE	
		NYHQ		

CONTRACT ENTERED INTO BETWEEN THE UNITED NATIONS AND: NAME (Hereinafter referred to as the Contractor)
National University of Lanús

ADDRESS: 29 de septiembre 3901, Lanús, Provincia de Buenos Aires, CP 1826, Republica Argentina
TEL. NO. +54 11 63229200 ext. 5728

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- To examine the challenges for protecting the human rights of children and adolescents in the context of migration, with a focus on gender equality and women's empowerment.
- To raise the visibility of human rights and gender issues concerning migrant children and adolescents in the international debate in conjunction with GMG agencies, Member States and civil society partners.
- To provide technical support and policy guidance to UNICEF field offices on migration, human rights and gender.

The complete Terms of Reference are attached to this contract and are integral part of it.

THIS CONTRACT SHALL COMMENCE ON THE 28th DAY OF October 2009, AND SHALL EXPIRE ON THE SATISFACTORY COMPLETION OF THE SERVICES DESCRIBED ABOVE, BUT NOT LATER THAN THE 30th DAY OF April 2010, UNLESS SOONER TERMINATED UNDER THE TERMS OF THIS CONTRACT.

THIS CONTRACT IS SUBJECT TO THE CONDITIONS ON THE NEXT PAGE.

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TOTAL FEE: \$48,000

(B) WHERE TWO CURRENCIES ARE INVOLVED, THE RATE OF EXCHANGE SHALL BE THE OFFICIAL RATE APPLIED BY THE UNITED NATIONS ON THE DAY THE UNITED NATIONS INSTRUCTS ITS BANKERS TO EFFECT THE PAYMENT(S);

(C) THE FEE IS PAYABLE IN INSTALLMENTS UPON CERTIFICATION OF SATISFACTORY PERFORMANCE AT EACH PHASE.

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Upon satisfactory completion of TOR (40%)	30 April 2010	\$19,200			

PROPOSED BY HEAD OF SUBSTANTIVE OFFICE

SIGNATURE: DATE: _____
NAME AND TITLE: Elizabeth Gibbons, Deputy Director, DPP

AUTHORIZED OFFICER

SIGNATURE: DATE: _____
NAME AND TITLE: Richard Morgan, Director, DPP

On behalf of the United Nations. Date: 28/10/09

I acknowledge that I have read and accept the conditions on the next page

SIGNATURE OF CONTRACTOR: DATE: _____
NAME AND TITLE: D. Ana María Jaramillo, Rector of the National University of Lanús

PT.141 (3-96)

myp
11/20

Firma: Dra. Ana María Jaramillo Georgina Hernández Noemí Perri



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The contractor shall be considered as having the legal status of an independent contractor. Agents or employees of the contractor shall not be considered in any respect as being officials or staff members of the United Nations.

2. OBLIGATIONS

The contractor shall neither seek nor accept instructions from any authority external to the United Nations in connexion with the performance of its services under this contract. The contractor shall refrain from any action which may adversely affect the United Nations and shall fulfil its commitments with fullest regard for the interest of the United Nations. The contractor shall not advertise or otherwise make public the fact that it is a contractor with the United Nations. Also the contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations or any abbreviation of the name of the United Nations in connection with its business or otherwise. Contractors may not communicate at any time to any other person, Government or authority external to the United Nations or any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the Secretary General or his designate; nor shall contractors at any time use such information to private advantage. These obligations do not lapse upon termination of their agreement with the United Nations.

3. TITLE RIGHTS

(a) The United Nations shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to or is made in consequence of, the services provided to the Organization by the contractor. At the request of the United Nations, the contractor shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law. At the request of the United Nations, the contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

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

4. TERMINATION OF CONTRACT

This Contract may be terminated by either party before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the contractor shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the United Nations. Additional costs incurred by the United Nations resulting from the termination of the Contract by the contractor may be withheld from any amount otherwise due to the contractor from the United Nations.

5. ASSIGNMENT OF PERSONNEL

The contractor shall not assign any persons other than those accepted by the United Nations for work performed under this contract.

6. INDEMNIFICATION AND INSURANCE

The contractor shall indemnify, hold and save harmless and defend, at its own expense, the UN, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the contractor or his employees or sub-contractors in the performance of this Contract. This clause shall extend to claims and liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventions or devices.

In compliance with this clause, the contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of contractor's acts or omissions related to this Contract. The contractor shall, upon request, provide proof of such insurance.

The contractor shall not permit any lien, attachment or other encumbrance by any person to remain on file in any public office or on file with the UN against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the contractor.

7. UNITED NATIONS PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations.

8. ARBITRATION

Any controversy or claim arising out of, or in accordance with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNICTRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

9. AMENDMENTS AND ASSIGNMENTS

No change in or modification of this Contract shall be made except by prior written agreement between the Chief, Procurement and Transportation Division, Office of Conference and Support Services, United Nations, and the contractor. The contractor shall not assign, transfer, pledge, sub-contract or make other disposition of this Contract or any part thereof, or of any of the contractor's rights, claims or obligations under this Contract except with the prior written consent of the United Nations.

10. OFFICIALS NOT TO BENEFIT

The contractor represents and warrants that no official of the United Nations has been, or shall be, admitted by the contractor to any direct or indirect benefit arising from this Contract or the award thereof. The contractor agrees that breach of this provision is a breach of an essential term of this Contract.



Universidad Nacional de Lanús

055/10

VENDOR ID 1900703862		UNITED NATIONS NATIONS UNIES CONTRACT - INSTITUTIONAL OR CORPORATE CONTRACTOR			
DEPARTMENT AND LOCATION CODE		ALLOTMENT ACCOUNT CODE		P.O. NO.	
DPP		YEAR		TYPE	SERIAL NO.
CONTRACT NO. 43111610		AMENDMENT NO. I		COUNTRY NYHQ	CODE
CONTRACT ENTERED INTO BETWEEN THE UNITED NATIONS AND: NAME (Hereinafter referred to as the Contractor) National University of Lanús					
ADDRESS 29 de septiembre 3901, Lanús, Provincia de Buenos Aires, CP 1826, República Argentina				TEL. NO. +54.11.63229200 ext. 5728	
The purpose of this contract is to: <ul style="list-style-type: none"> To examine the challenges for protecting the human rights of children and adolescents in the context of migration, with a focus on gender equality and women's empowerment. To raise the visibility of human rights and gender issues concerning migrant children and adolescents in the international debate in conjunction with GMG agencies, Member States and civil society partners. To provide technical support and policy guidance to UNICEF field offices on migration, human rights and gender. 					
The complete Terms of Reference are attached to this contract and are integral part of it.					
Original contract dates: 28 October 2009 – 30 April 2010. THE AMENDED CONTRACT SHALL COMMENCE ON THE 28th DAY OF October 2009, AND SHALL EXPIRE ON THE SATISFACTORY COMPLETION OF THE SERVICES DESCRIBED ABOVE, BUT NOT LATER THAN THE 26th DAY OF March 2010. UNLESS SOONER TERMINATED UNDER THE TERMS OF THIS CONTRACT. THIS CONTRACT IS SUBJECT TO THE CONDITIONS ON THE NEXT PAGE.					
1. CONSIDERATION – AS FULL CONSIDERATION FOR THE SERVICES PERFORMED BY THE CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT THE UNITED NATIONS SHALL PAY THE CONTRACTOR UPON CERTIFICATION THAT THE SERVICES HAVE BEEN SATISFACTORILY PERFORMED.					
(A) A FEE OF \$ 48,000		CURRENCY USD		TOTAL FEE \$48,000	
(B) WHERE TWO CURRENCIES ARE INVOLVED, THE RATE OF EXCHANGE SHALL BE THE OFFICIAL RATE APPLIED BY THE UNITED NATIONS ON THE DAY THE UNITED NATIONS INSTRUCTS ITS BANKERS TO EFFECT THE PAYMENT(S);					
(C) THE FEE IS PAYABLE IN INSTALLMENTS UPON CERTIFICATION OF SATISFACTORY PERFORMANCE AT EACH PHASE.					
PHASE	DATE	AMOUNT	PHASE	DATE	AMOUNT
Payment to be issued upon signature (30%)	Upon signature	\$14,400 (Paid)	Second payment upon satisfactory completion of: First draft of Deliverable 1; Deliverable 2; Deliverable 3; and Four policy products under Deliverable 5 (30%)	15 February 2010	\$14,400
Upon satisfactory completion of TOR (40%)	26 March 2010	\$19,200			
PROPOSED BY HEAD OF SUBSTANTIVE OFFICE SIGNATURE <i>I. Ortiz</i> DATE 15 Jan 10 NAME AND TITLE: Isabel Ortiz, Associate Director, PAKM, DPP			I acknowledge that I have read and accept the conditions on the next page		
AUTHORIZED OFFICER SIGNATURE <i>R. Morgan</i> NAME AND TITLE: Richard Morgan, Director, DPP On behalf of the United Nations. Date: 21/01/10			SIGNATURE OF CONTRACTOR _____ DATE _____ NAME AND TITLE: D. Ana María Jaramillo, Rector of the National University of Lanús		

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Firma: Dra. Ana María Jaramillo Georgina Hernández Noemí Perri



CONDITIONS OF SERVICE-CONTRACTORS

1. LEGAL STATUS

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Términos de Referencia

Contrato Institucional entre el UNICEF DPP y la Universidad Nacional de Lanús, Argentina

28 de Octubre de 2009 – 26 de Marzo de 2010

1. Antecedentes

UNICEF DPP ha llevado a cabo investigación política y trabajo operacional sobre el impacto de la migración y las remesas sobre los derechos humanos y bienestar de los niños, adolescentes y mujeres. Estos resultados se han traducido y se encuentran contenidos en los instrumentos internacionales y regionales de derechos humanos en particular, en la CRC y la CEDAW.

UNICEF DPP se ha comprometido en el apoyo a diversas oficinas regionales¹ sobre cuestiones relacionadas con la migración, los derechos humanos y la reforma legislativa. Asimismo ha trabajado estrechamente con los organismos de las Naciones Unidas, gobiernos y organizaciones de la sociedad civil para abogar por la protección de los derechos de los migrantes y sus familias en los países de origen, tránsito y destino².

Mujeres, hombres, niñas y niños se encuentran frente a distintas oportunidades, riesgos y desafíos en cada etapa del proceso migratorio. La dimensión de género de la migración ha sido una preocupación clave para el trabajo de UNICEF en materia de migración y derechos humanos, en tanto la migración puede afectar a la igualdad de género y al empoderamiento de las mujeres de diversas maneras. Así como la migración puede proveer nuevas oportunidades para mejorar la vida de las mujeres y transformar las relaciones de género opresivas, también puede exponer a mujeres y niñas a nuevas vulnerabilidades y reforzar los roles tradicionales y las desigualdades de género.

Aunque ha habido una creciente atención sobre la necesidad de incorporar las perspectivas de género en los debates internacionales sobre políticas migratorias, la mayor parte de la investigación actual se centra en cuestiones relativas a las trabajadoras migrantes y a la potenciación de género. Es necesario mayor trabajo sobre el impacto de género en la migración de niños, niñas y adolescentes. De esta manera, esta consultoría tiene como objetivo realizar dicho trabajo, examinando tanto la edad como las dimensiones de género de la migración desde una perspectiva basada en derechos humanos.

La actual crisis económica y financiera mundial tiene graves impactos sobre los migrantes y sus familias y ha exacerbado algunas de las causas de origen de la migración, como la pobreza, el desempleo, las desigualdades, la exclusión social y la discriminación en los países de origen. Es fundamental que estos factores se examinen a través de una perspectiva de género y de derechos humanos con enfoque en los niños, niñas, adolescentes y mujeres.

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2. Propósito

El propósito de esta consultoría es examinar los desafíos para la protección de los derechos humanos de los niños, niñas y adolescentes en el contexto de la migración, con un enfoque basado en la equidad de género y en la potenciación de la mujer. La consultoría tendrá como objetivo aumentar la visibilidad de los derechos humanos y las cuestiones de género relacionadas con los niños y adolescentes migrantes en el diálogo actual sobre migración y desarrollo con los Estados miembros, la sociedad civil y las partes interesadas.

Esta iniciativa proporcionará una guía de políticas sobre migración, derechos humanos y género, para producir una serie de documentos sobre política migratoria y sobre la crisis económica mundial. Los

¹ Entre ellos Albania, Moldavia, Marruecos, Filipinas, Ecuador, El Salvador, México, Jamaica, Sudáfrica y Barbados.

² UNICEF ha colaborado en el informe conjunto del Grupo Mundial sobre Migración (GMG) sobre "Migración Internacional y Derechos Humanos" (2008), así como en el Informe del Relator Especial sobre los Derechos Humanos de los Migrantes de la 11ª reunión de los Derechos Humanos del Consejo (2009).



consultores trabajarán en colaboración con socios interinstitucionales para poner de relieve los desafíos y las mejores prácticas para la protección de los derechos de las niñas y niños afectados por la migración. Esto incluirá la elaboración de un informe conjunto con la Oficina del Alto Comisionado, según lo solicitado por la reciente resolución del Consejo de Derechos Humanos sobre la migración y los derechos humanos del niño³.

Los resultados de esta consultoría también servirán como insumos claves para una serie de consultas de alto nivel sobre migración, incluyendo la Tercera Reunión del Foro Global sobre Migración y Desarrollo (GFMD) en noviembre de 2009 y la Reunión del Consejo de la OIM, programado para noviembre de 2009.

En particular, los consultores serán responsables de los siguientes resultados:

- Documento de política sobre migración, niños, derechos humanos y género.
- Compilación de observaciones finales de los órganos creados en virtud de tratados sobre Derechos Humanos de las Naciones Unidas sobre niñas, niños y mujeres en el contexto de migración, de desarrollo y de derechos humanos.
- Folleto de guía de políticas en materia de migración, derechos humanos y género.
- Apoyo técnico y orientación normativa para las oficinas locales de UNICEF.
- Resúmenes sobre políticas, notas de antecedentes y aportes interinstitucionales en materia de migración, género y derechos humanos.

3. Resultados esperados

(1) Documento de políticas sobre migración, niñez, derechos humanos y género

Los consultores producirán un documento de política general que examine el impacto de la migración en niñas, niños, adolescentes y mujeres desde una perspectiva de igualdad de género y derechos humanos. El documento se centrará en las desigualdades de género y cómo éstas se encuentran vinculadas a las causas de origen de la migración de niños y adolescentes. Por ejemplo, las mujeres jóvenes en los países en desarrollo podrían emigrar porque están en riesgo con relación a: la mortalidad maternal, las complicaciones en embarazos precoces, los procedimientos de aborto en malas condiciones, el matrimonio precoz o forzado, la violencia, la coerción sexual y a las prácticas tradicionales nocivas (como el dote y la mutilación o corte genital femeninos). Algunos países de origen imponen restricciones de especificidad de género sobre la migración, tales como el requisito de que una mujer tenga la autorización de su marido a emigrar.

Además, el documento examinará a través de una perspectiva de género las limitaciones que enfrentan los niños, niñas, adolescentes y mujeres en los países de tránsito y destino, como también las limitaciones durante los procedimientos de control de fronteras y el acceso a servicios sociales básicos. También va a discutir las condiciones de niñas y niños dejados de lado por los derechos y necesidades de los niños y adolescentes que regresan a su país de origen. Otras cuestiones que examinará el documento incluyen: el impacto de la crisis económica mundial sobre la migración, niños, niñas, mujeres y jóvenes, políticas de reagrupación familiar y sus impactos en niños, niñas, adolescentes y mujeres, desigualdades de género en el acceso al trabajo y en los derechos laborales, la explotación sexual de las niñas y adolescentes migrantes, la detención y la deportación de niñas y adolescentes migrantes, la violencia contra las niñas y niños adolescentes migrantes por dentro y por fuera de la comunidad migratoria, el acceso a la justicia, los otros derechos civiles y políticos, los derechos económicos, sociales y culturales (como el derecho a la atención médica, derechos sexuales y reproductivos y el derecho a la educación, etc), y las obligaciones de los gobiernos de acuerdo a los instrumentos internacionales de derechos humanos.

Este estudio abarcará la investigación y el intercambio de políticas con los compañeros del sector y con UNICEF COs que colaboran en esta iniciativa sobre migración, género y derechos humanos. Esto incluirá la recopilación de datos desglosados por sexo y edad cuando sea posible (sinergias con la iniciativa de UNICEF

³ El proyecto de resolución del Consejo de Derechos Humanos sobre los derechos "humanos de los migrantes: La migración y los derechos humanos del niño" (A/HRC/12/L.16) ha solicitado a la "Oficina del Alto Comisionado que prepare un estudio sobre los desafíos y las mejores prácticas en la aplicación de el marco internacional para la protección de los derechos del niño en el contexto de la migración, en consulta con las partes interesadas, incluidos los Estados, organizaciones regionales, organizaciones de la sociedad civil y las instituciones nacionales de derechos humanos".



DPP sobre las estadísticas de migración serán alentadas). Un resumen de las principales descubrimientos y las falencias observadas se presentarán en el documento final. La comprensión de las políticas y los estudios de caso se basarán en los instrumentos específicos de política jurídica y marcos normativos ya desarrollados por otros organismos de las Naciones Unidas (en particular el ACNUDH, el ACNUR, OIT, PNUD, OIM, etc), así como órganos creados en virtud de tratados sobre derechos humanos.

(2) Recopilación de las Observaciones Finales de los órganos creados en virtud de tratados sobre derechos humanos de las Naciones Unidas sobre niños y mujeres en contexto de migración, desarrollo y derechos humanos

Los consultores producirán una compilación de los párrafos principales relacionados con la migración, el desarrollo y los derechos humanos de las observaciones finales de los siguientes órganos creados en virtud de los tratados sobre Derechos Humanos de las Naciones Unidas:

- Comité para la Protección de los Derechos de Todos los Trabajadores Migratorios y de sus Familiares (CMW);
- Comité de Derechos Económicos, Sociales y Culturales (CDESC);
- Comité de los Derechos del Niño (CDN);
- Comité para la Eliminación de la Discriminación Racial (CERD);
- Comité de Derechos Humanos (CDH), y
- Comité para la Eliminación de la Discriminación contra la Mujer (CEDAW).

La base de datos se organizará en una forma fácil de utilizar y se podrá buscar por tema, comisión, país y año. La compilación también incluirá un breve resumen y análisis (1-2 páginas) por cada área temática. Esta herramienta interactiva estará disponible en línea para facilitar el acceso de las oficinas exteriores del UNICEF, los asociados gubernamentales y organizaciones de la sociedad civil. Asimismo, esta base de datos servirá como parte de los insumos de UNICEF para la Tercera Reunión del Foro Global sobre Migración y Desarrollo que se celebrará en Atenas en noviembre de 2009⁴.

El sitio *web* de la base de datos será desarrollado por la Universidad Nacional de Lanús en un sitio de dominio y servidor *web*, aprobado por UNICEF. El uso del logo de UNICEF en el sitio *web* requerirá la autorización del Director de la División de Políticas y Prácticas de UNICEF.

Un resumen separado estará disponible sobre las recomendaciones clave y los aspectos que requieren una atención de UNICEF y el seguimiento con los países y con los órganos creados en virtud de tratados sobre Derechos Humanos de las Naciones Unidas (en particular la CRC y la CEDAW). Este resumen separado que también estará disponible en el folleto de guía de políticas (véase Entrega 3), también debería proponer las posibles opciones para colaboraciones entre organismos en el campo y en las sedes (incluyendo con los compañeros de la GMG).

(3) Manual de orientación política en materia de migración, derechos humanos y género

Los consultores producirán un folleto con una guía de políticas de 30 páginas de fácil uso sobre migración, derechos humanos y género, con especial énfasis en niños, niñas, adolescentes y mujeres. El documento presentará un marco de políticas global y sistemático para abordar los derechos humanos de los migrantes y sus familias desde una perspectiva de género. El folleto de orientación incluirá los mensajes claves, las recomendaciones sobre políticas, las prácticas adecuadas y los estudios de caso por país, así como también un apéndice con un pequeño léxico de términos y conceptos pertinentes.

(4) Apoyo técnico y orientación para las oficinas de UNICEF de cada país

⁴ En la Mesa Redonda 2.1 de 2009 GFMD sobre "Inclusión, protección y aceptación de los inmigrantes en la sociedad: Vinculación de los derechos humanos y la potenciación de migrantes para el desarrollo", se identifican algunos elementos de buenas prácticas que garantizan la inclusión, protección y empoderamiento de los migrantes y discute temas de salud de los migrantes, educación, empleo, vivienda, la no discriminación, género, derechos y obligaciones.



Los consultores prestarán apoyo técnico a las oficinas exteriores de UNICEF en cuestiones de política relacionadas con migración, derechos humanos, género y adolescentes. Esto podría incluir el suministro de insumos específicos y orientación a las oficinas exteriores, así como estimulantes intercambios regulares con los asociados de UNICEF y los interesados nacionales (en fase de preparación de misiones sobre el terreno y el seguimiento).

Se producirá un informe detallado a continuación de cada misión remitida a las oficinas regionales de UNICEF, incluyendo las principales conclusiones sobre los derechos humanos de los niños, niñas, adolescentes y mujeres afectadas por la migración. Esto último se publicará en la intranet de políticas sociales de DPP. Se proporcionará asistencia técnica y orientación adicional a las Oficinas Regionales de UNICEF en la región MENA y WCARO, actualmente comprometidas en una iniciativa de políticas sobre "Niños en movimiento" y conocimientos de campo de África y Medio Oriente, en todas las entregas.

(5) Resúmenes sobre políticas, notas de antecedentes y aportes interinstitucionales en materia de migración, género y derechos humanos

Los consultores producirán resúmenes de políticas y notas de antecedentes técnicos sobre migración, género y derechos humanos, como se requiere para los diversos diálogos de política internacional y consultas técnicas con los asociados interinstitucionales, los Estados miembros y donantes y la sociedad civil. Un mínimo de seis resúmenes/notas se producirá durante esta consultoría, incluyendo⁵:

- Insumos de las políticas (por ejemplo, hojas informativas, notas de fondo, etc) sobre el impacto de la crisis económica y financiera mundial sobre los derechos humanos de los migrantes y sus familias;
- Puntos claves para el informe conjunto con la Oficina del Alto Comisionado sobre los desafíos y las buenas prácticas en la aplicación del marco internacional para la protección de los derechos del niño en el contexto de la migración;
- Notas resumen para las reuniones del Grupo Mundial sobre Migración, así como solicitudes ad-hoc para IMPUTS e intercambios de los asociados GMG;
- Un informe de 4 páginas sobre política migratoria, derechos humanos y género para su posterior difusión en el Foro Mundial 2009 sobre "Migración y Desarrollo", en Atenas. Los consultores también prepararán un informe de la conferencia de GFMD de 2009, que resumirá los principales puntos de discusión, conclusiones y recomendaciones de los cuatro días del evento; y
- Nota resumen y presentación para el seminario de UNITAR sobre los derechos humanos de los migrantes programada para el 18 de diciembre de 2009, por el Día Internacional del Migrante.

4. Duración: 28 de octubre de 2009 – 26 de marzo de 2010

5. Actividades, recursos y plazos:

Actividades	Fecha de entregas	Monto (en dólares)
1. Documento de políticas sobre migración, niños y niñas, derechos humanos y género	Esbozo del documento: 18 de diciembre 2009 Primer versión preliminar: 15 de febrero 2010 Segunda versión preliminar: 8 de marzo 2010 Versión Final: 26 de marzo 2010	\$12.000
2. Compilación de las observaciones finales los órganos creados en virtud de tratados sobre Derechos Humanos de las Naciones Unidas relacionados con	Compilación Versión Final: 30 de octubre 2009 Breve Análisis Versión Final: 20 de noviembre 2009	\$8.000

⁵ Incluido el Grupo Mundial sobre la Migración (GMG) Directores, Ginebra, 9 de octubre de 2009; el Foro Mundial sobre Migración y Desarrollo (GFMD), Atenas, 2-5 de noviembre de 2009, la Coordinación de la 8ª Reunión de las Naciones Unidas sobre las Migraciones Internacionales, Nueva York, 16-17 noviembre de 2009; Consejo de la OIM, Ginebra, 23-26 de noviembre de 2009; GMG Conferencia organizada por el PNUD y el UNITAR a principios de 2010, y la consulta organizada por el ACNUDH en abril / mayo de 2010, para finalizar el informe conjunto del Consejo de Derechos Humanos



la migración, el desarrollo y los derechos humanos. Breve análisis con recomendaciones políticas.		
3. Folleto de guía de políticas sobre migración, derechos humanos y género.	Primera versión: 25 de enero 2010 Segunda Versión: 5 de febrero 2010 Versión Final: 15 de febrero 2010	\$8.000
4. Apoyo técnico y orientación para las oficinas regionales de UNICEF (incluidos los informes de misiones)	Durante la ejecución del contrato (los informes de las misiones deben presentarse 10 días después de la visita de campo)	\$8.000
5. Resumen sobre políticas, notas de antecedentes y aportes interinstitucionales en materia de migración, género y derechos humanos	<u>Breve Informe GMG</u> Versión Final: 29 de octubre 2009 <u>Resumen de políticas GFMD</u> Versión final: 30 de octubre 2009 <u>Informe GFMD</u> Primera versión: 15 de noviembre 2009 Versión Final: 30 de noviembre 2009 Documentos de políticas complementarias y notas según lo solicitado. Se producirá un mínimo de <u>seis</u> resúmenes/notas durante esta consultoría	\$12.000
TOTAL		\$48.000

6. Calendario de pagos

Los pagos se realizarán según el calendario siguiente, supeditada a la conclusión satisfactoria de las prestaciones en los plazos establecidos.

Pago	Fecha	Monto
Anticipo para iniciar las actividades (30%)	Con la firma del contrato	14,400
Segundo pago (30%)	15 de febrero 2010	14,400
Pago final luego de la conclusión satisfactoria de la TOR (40%)	26 de marzo 2010	19,200
TOTAL		US \$ 48,000

7. Viajes

Los consultores llevarán a cabo visitas de campo, para recoger información específica de países relacionada con política y práctica en materia de migración, derechos humanos y de género y para la interacción con las partes interesadas del gobierno y la sociedad civil. Los informes detallados con recomendaciones de política estarán disponibles después de cada misión.

Los viajes previstos son los siguientes:

- 3 viajes a las oficinas regionales de UNICEF para proporcionar apoyo técnico y orientación en materia de migración, derechos humanos, cuestiones de género y reforma legislativa (Malí y Senegal, Guatemala, Bolivia, Sudáfrica);
- 2 viajes a Nueva York para interactuar con el personal de UNICEF y sus asociados interinstitucionales;
- 1 viaje a Atenas para participar en la reunión GFMD en Atenas, del 2 a 5 de noviembre 2009;
- 1 viaje a Costa Rica para participar en una conferencia regional sobre la migración mixta organizada por el ACNUR, la OEA y la OIM.



Gastos para el viaje a GFMD 2009 en Atenas y a la conferencia regional en Costa Rica estará a cargo de la DPP / GRaCE (costo estimado: \$12.000). Financiación de los viajes adicionales para el desarrollo de la capacidad y el apoyo a la política se solicitará a las oficinas de campo según sea necesario.

8. Competencias clave, antecedentes técnicos y experiencia necesarias:

- La experiencia institucional en materia de investigación y análisis de políticas en materia de derechos humanos y cuestiones migratorias, con especial atención a los niños, los adolescentes y el género.
- Amplia experiencia y reputación internacional para la investigación y análisis de políticas.
- La familiaridad con las normas del UNICEF y una asociación probada.
- Amplia red de investigadores y socios.
- Experiencia participar en debates políticos de alto nivel sobre la migración, el desarrollo y derechos humanos.

Propuesto por: Sra. Rhea Saab, SPEA, PAKM, DPP, UNICEF

Firma: Rhea Saab Fecha: 03/05/10.

Autorizado por: Sr. Gaspar Fajth, Jefe, SPEA, PAKM, DPP, UNICEF

Firma: Gaspar Fajth Fecha: 05.07.10

Nombre del Consultor: Sr. Juan Carlos Gényro, Vice-rector de la Universidad Nacional de Lanús, Argentina

Firma: Ana María Jaramillo Fecha: _____
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