



113/12

*Universidad Nacional de Lanús*

Lanús, 19 de septiembre de 2012

VISTO, el expediente N° 235912, correspondiente a la 7° Reunión del año 2012 del Consejo Superior, y el expediente N° 965/12 de fecha 10 de abril de 2012; y,

CONSIDERANDO:

Que el 09 de abril de 2012 la Sra. Rectora de esta Universidad ha suscripto un Convenio Específico con UNICEF;

Que el citado Acuerdo tiene por objeto la elaboración de un escrito Amicus Curiae para la Oficina Regional para América Latina y el Caribe del Fondo de las Naciones Unidas para la Infancia, sobre las obligaciones de los Estados con relación a las medidas posibles de ser adoptadas respecto a niños y niñas, asociada a su condición migratoria, o a la de sus padres;

Que este cuerpo, en su 7° Reunión del año 2012, ha analizado sin encontrar objeciones;

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 suscripto el 09 de abril de 2012, entre UNICEF y la Universidad Nacional de Lanús, cuyo texto (versiones en Inglés y en Español) se adjunta en un Anexo de nueve (09) 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.

**Firma: Mg. Nerio Neirotti Héctor Muzzopappa Valeria Suárez**



113/12

Universidad Nacional de Lanús

Institutional/Corporate Contract			unicef 	
CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43115365		2300037960	Buenos Aires, Arge	
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME Universidad Nacional de Lanús	CONTACT PERSON	
CURRENCY ARS	ADDRESS 3901 29 de Septiembre Lanús, 1826 Argentina E-MAIL	TELEPHONE NO. 63229200	FAX NO.	
<i>This agreement shall commence on 26 Jan 2012 and shall expire upon satisfactory completion of the services described below but not later than 17 Feb 2012, unless sooner terminated under the terms of the agreement.</i>				

**UNITED NATIONS CHILDREN'S FUND (UNICEF)**

wishes to enter into an institutional contract  
with

**Universidad Nacional de Lanús**  
**3901 29 de Septiembre Lanús, 1826 Argentina**  
**Telephone: 63229200**  
**Fax:**

for the provision of the following services

as stipulated in the attached document

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS HEREIN

**Firma: Mg. Nerio Neirotti Héctor Muzzopappa Valeria Suárez**



113/12

Universidad Nacional de Lanús

Institutional/Corporate Contract			unicef 	
CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43115365		2300037960	Buenos Aires, Arge	
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME Universidad Nacional de Lanús	CONTACT PERSON	
CURRENCY ARS	ADDRESS 3901 29 de Septiembre Lanús, 1826 Argentina E-MAIL	TELEPHONE NO. 63229200	FAX NO.	

ITEM	SERVICE DESCRIPTION	QTY	UNIT	PRICE
10	UNLanus - elaboración Amicus Curiae			26,100.00
	UNLanus - elaboracion Amicus Curiae	1	LE	26,100.00
<b>Grand Total :</b>				<b>26,100.00</b>

## STATEMENT OF WORK/TOR

## CONTRACTUAL PROVISIONS

Términos de referencia

Elaboración de Amicus Curiae sobre las obligaciones de los Estados con relación a las medidas posibles de ser adoptadas respecto a niños y niñas, asociada a su condición migratoria, o a la de sus padres.

## Justificación

En América Latina y el Caribe, se estima que alrededor de 25 millones de personas han migrado hacia los países de Norteamérica y Europa, mientras que otros 6 millones han migrado a otros países dentro de la región. De ellas, una cantidad creciente, son hijos e hijas de migrantes nacidos con posterioridad a la migración de sus padres, quienes por lo general adquieren la nacionalidad del país de destino en razón del principio de ius solis que rige en casi toda la región. Tampoco se incluye a muchos niños y niñas que permanecen en el país de origen cuando sus padres deciden migrar. La cantidad de niños y niñas migrantes que se encuentran en situación migratoria irregular en la región es otro dato del que no se tiene certeza.

Debido a las graves violaciones de derechos humanos que sufren estos niños y niñas migrantes en la región, el pasado 7 de julio de 2011 los Estados de Argentina, Brasil, Uruguay y Paraguay presentaron en la Secretaría de la Corte Interamericana de Derechos Humanos una solicitud de opinión consultiva a fin de que el Tribunal #determine con mayor precisión cuáles son las obligaciones de los Estados con relación a las medidas posibles de ser adoptadas respecto de niños y niñas, asociada a su condición migratoria, o a la de sus padres, a la luz de la interpretación autorizada de los artículos 1.1, 2, 4.1, 5, 7, 8, 11, 17, 19, 22.7, 22.8, 25 y 29 de la Convención Americana sobre Derechos Humanos y los artículos 1, 6, 8, 25 y 27 de la Declaración Americana de Derechos y Deberes del Hombre y el artículo 13 de la Convención Interamericana para Prevenir y Sancionar la Tortura#.

De conformidad con el artículo 73.3 del Reglamento de la Corte Interamericana, se ha invitado a todos los interesados, incluyendo a UNICEF a presentar su opinión escrita sobre los puntos sometidos a consulta.

La Corte Interamericana de Derechos Humanos se ha pronunciado recientemente afirmando que no se debe de dar un tratamiento criminal a las situaciones de irregularidad migratoria y tampoco imponer sanciones de privación de libertad como consecuencia del incumplimiento de las normas migratorias. También ha restringido sustancialmente la posibilidad de aplicar medidas de privación de la libertad, con fines cautelares, en los procesos migratorios, y ha definido con claridad una serie de garantías de debido proceso.

En los últimos años ha habido avances en la región en la adecuación de la normativa migratoria a los estándares del derecho internacional de derechos humanos, pero siguen existiendo déficits en legislación y políticas públicas importantes como por ejemplo la articulación con el sistema de protección de derechos de la niñez o la falta de procedimientos adecuados para identificar las diferentes situaciones de riesgo que enfrentan los niños y niñas en flujos migratorios mixtos o de composición diversa. Estos procedimientos deberían de servir para determinar en cada caso las eventuales necesidades de protección internacional que pudieran existir, como

Firma: Mg. Nerio Neirotti Héctor Muzzopappa Valeria Suárez





113/12

Universidad Nacional de Lanús

Institutional/Corporate Contract		unicef 	
CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43115365		2300037960	Buenos Aires, Arge
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME Universidad Nacional de Lanús	CONTACT PERSON
CURRENCY	ADDRESS	TELEPHONE NO.	FAX NO.
ARS	3901 29 de Septiembre Lanús, 1826 Argentina E-MAIL	63229200	

por ejemplo, la condición de refugiado, o de víctima de delitos transnacionales, o la exposición a riesgo de tortura o trato inhumano en el país de origen. Existen también déficits en la falta de capacidad técnica y de acuerdos institucionales, la falta de sistemas de garantías procesales adecuadas (representación legal, asistencia jurídica y el derecho a ser oído). Muchos sistemas legales permiten que los niños y niñas vean restringida su libertad personal por motivos migratorios, sin evaluación de medidas alternativas o garantías de debido proceso. En muchos casos en las decisiones que se adoptan sobre deportación y expulsión, no se tienen en cuenta principios básicos del derecho internacional de los derechos humanos como el de no devolución, la protección de la condición de refugiado o el principio de protección de la vida familiar.

Es por ello que los Estados de Argentina, Brasil, Uruguay y Paraguay solicitan la acción de la Corte Interamericana por vía de su competencia consultiva, para profundizar y precisar los estándares y principios que han sido sentados en sus precedentes sobre niñez y sobre migraciones. Estos estándares y principios no sólo contribuirán a fijar un piso mínimo de derechos fundamentales a ser reconocidos por los Estados, sino que además conformarán un parámetro o marco conceptual que servirá de referencia para ajustar y revisar las leyes y las políticas públicas en la materia.

Se ha solicitado que la Corte Interamericana pueda avanzar en la definición de estándares jurídicos en los siguientes temas que se creen prioritarios:

1. Procedimientos para la determinación de necesidades de protección internacional y de medidas de protección especial de los niños, niñas y adolescentes migrantes;
2. Sistema de garantías que debería de aplicarse en los procedimientos migratorios que involucran niños, niñas y adolescentes migrantes;
3. Estándares para la aplicación de medidas cautelares en un procedimiento migratorio sobre la base del principio de no detención de niñas y niños migrantes;
4. Medidas de protección de derechos que deberían de disponerse de manera prioritaria y que no impliquen restricciones a la libertad personal.
5. Obligaciones estatales en casos de custodia de niños y niñas por motivos migratorios.
6. Garantías de proceso ante medidas que impliquen la libertad de niños y niñas en el marco de procedimientos migratorios.
7. Principio de no devolución en relación con niñas y niños migrantes.
8. Procedimientos para la identificación y el tratamiento de niños y niñas en caso de disponerse la expulsión por motivos migratorios de sus padres. Para más información consultar: <http://www.corteidh.or.cr/soloc.cfm>.

La fecha final establecida por la Corte para el envío de esta opinión escrita es el 17 de Febrero de 2012.

Para UNICEF este es un tema prioritario que se engloba en nuestra estrategia regional de promover la protección de todos los niños y niñas de las Américas, poniendo especial atención en los más excluidos.

#### Objetivos

Elaborar un documento reflejando la opinión escrita (amicus curiae) de UNICEF teniendo como referencia la Convención de los Derechos del Niño, la Convención sobre el Estatuto de Refugiados de 1951, la Convención sobre la Protección de los Derechos de Todos los Trabajadores Migratorios y sus Familias y otros estándares internacionales de derechos humanos sobre las obligaciones de los Estados con relación a las medidas posibles a ser adoptadas respecto de niños y niñas asociadas a su condición migratoria, o a la de sus padres para ser presentada a la Corte Interamericana de Derechos Humanos con el fin de que sea tenida en cuenta para la elaboración de su opinión consultiva que servirá para profundizar y precisar los estándares y principios precedentes sobre niñez y migraciones en las Américas.

#### Resultados esperados

Con la elaboración de esta opinión escrita o amicus curiae se espera poder contribuir a la elaboración de una opinión consultiva por parte de la Corte que establezca un piso mínimo de derechos fundamentales a ser reconocidos por los Estados y a conformar un parámetro o marco conceptual que sirva de referencia para ajustar y revisar las leyes y las políticas públicas en materia de migración y

**Firma: Mg. Nerio Neirotti Héctor Muzzopappa Valeria Suárez**



113/12

## Universidad Nacional de Lanús

Institutional/Corporate Contract			unicef 	
CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43115365		2300037960	Buenos Aires, Arge	
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME Universidad Nacional de Lanús	CONTACT PERSON	
CURRENCY ARS	ADDRESS 3901 29 de Septiembre Lanús, 1826 Argentina E-MAIL	TELEPHONE NO. 63229200	FAX NO.	

niñez.

Experiencia y calificaciones requeridas

El consultor o consultora debe de cumplir con los siguientes requisitos básicos:

- # Formación académica en derecho o relacionado.
- # Amplios conocimientos en los temas de derechos humanos y en particular de niños, niñas y adolescentes y también sobre estándares jurídicos básicos aplicables a niños y niñas migrantes.
- # Deseable experiencia previa en la elaboración de opiniones escritas o amicus curiae o documentos jurídicos similares.
- # Conocimiento sobre la situación en relación con los marcos legales y las políticas públicas entorno a la migración en la región.
- # Experiencia comprobada en análisis e investigación.
- # Excelentes habilidades de comunicación, técnicas y de análisis.

Tiempo:

El contrato empezará el 15 de Enero y finalizara el 17 de Febrero.

Este consultoría será supervisada por Nadine Perrault, Asesora Regional de Protección de UNICEF con la colaboración y apoyo de otras oficinas de UNICEF nacionales.

NOTA:

Todo impuesto, tasa y/o cualquier tributo nacional, provincial y/o de cualquier jurisdicción vigente a la fecha y/o a establecerse en el futuro, así como todo aporte, contribución y/o cualquier obligación con los organismos previsionales que pudiera corresponder, derivados del ejercicio de la profesión y/o la prestación de los servicios profesionales aquí detallados, estarán a cargo exclusivamente del contratista, debiendo el mismo efectuar no sólo las presentaciones de cualquier declaración jurada y/o documentación correspondiente ante los respectivos organismos, sino también el pago de dichas obligaciones en tiempo y forma. Asimismo el contratista está obligado a mantener a su exclusivo costo una cobertura médica adecuada.

UNICEF podrá en cualquier momento solicitar al contratista los comprobantes que acrediten el cumplimiento de las obligaciones precedentes.

El incumplimiento de la/s obligación/es estipuladas en esta cláusula habilita la posibilidad de rescisión del contrato por parte de UNICEF.

SPECIAL TERMS AND CONDITIONS

MARKINGS

INVOICING INSTRUCTIONS

AMENDMENT REASON

THE GENERAL TERMS AND CONDITIONS SPECIFIED IN THE ANNEX A APPLY TO THIS CONTRACT

**Firma: Mg. Nerio Neirotti Héctor Muzzopappa Valeria Suárez**



113/12

Universidad Nacional de Lanús

Institutional/Corporate Contract		unicef 	
CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43115365		2300037960	Buenos Aires, Arge
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME Universidad Nacional de Lanús	CONTACT PERSON
CURRENCY	ADDRESS	TELEPHONE NO.	FAX NO.
ARS	3901 29 de Septiembre Lanús, 1826 Argentina E-MAIL	63229200	

Contract valid from : 26.01.2012  
 Contract valid to : 17.02.2012  
 Payment currency : ARS  
 Payment terms : Payable immediately Due net  
 Delivery terms :  
 Total amount : 26,100.00




Provision of the following services

### CONTRACT ACKNOWLEDGEMENT AND ACCEPTANCE

#### IMPORTANT

The contractor is required to sign the Contract Acknowledgement and Acceptance form through an authorised representative and return the form to UNICEF within five working days. Please note that UNICEF may cancel the contract without notice until it receives the signed Contract Acknowledgement and Acceptance form.  
 Please ensure that your company information is updated including bank information, company name change, contact details etc. Failure to do so can lead to delays in processing payments.

#### UNICEF CONTRACT TERMS AND CONDITIONS ACCEPTED

PROPOSED BY SIGNATURE  NAME AND TITLE: GIMOL PINTO, ENNIO CUFINO DATE 02/02/2012	I acknowledge that I have read and accepted the contents and conditions stipulated in this contract
AUTHORIZED OFFICER SIGNATURE  NAME AND TITLE: ANDRÉS FRANCO, REPRESENTANTE On behalf of the United Nations Children's Fund Date: 02/02/12	
	SIGNATURE OF CONTRACTOR  DATE 05/04/12 NAME AND TITLE:

Firma: Mg. Nerio Neirotti Héctor Muzzopappa Valeria Suárez





113/12

Universidad Nacional de Lanús

Institutional/Corporate Contract			unicef 	
CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43115365		2300037960	Buenos Aires, Arge	
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME Universidad Nacional de Lanús	CONTACT PERSON	
CURRENCY ARS	ADDRESS 3901 29 de Septiembre Lanús, 1826 Argentina E-MAIL	TELEPHONE NO. 63229200	FAX NO.	

## ANNEX A

## GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

## 1. ACKNOWLEDGMENT COPY

Signing and returning the acknowledgment copy of a contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

## 2. DELIVERY DATE

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

## 3. PAYMENT TERMS

(a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract.

(b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

(c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

## 4. LIMITATION OF EXPENDITURE

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

## 5. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

Accordingly, the Contractor authorizes UNICEF to deduct from the Contractor's invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## 6. LEGAL STATUS.

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis UNICEF. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

## 7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

## 8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## 9. INSURANCE AND LIABILITIES TO THIRD PARTIES

(a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of

Firma: Mg. Nerio Neirotti Héctor Muzzopappa Valeria Suárez



113/12

Universidad Nacional de Lanús

Institutional/Corporate Contract			unicef 	
CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43115365		2300037960	Buenos Aires, Arge	
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME Universidad Nacional de Lanús	CONTACT PERSON	
CURRENCY	ADDRESS	TELEPHONE NO.	FAX NO.	
ARS	3901 29 de Septiembre Lanús, 1826 Argentina E-MAIL	63229200		

this Contract.

(b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.

(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

(d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- (i) name UNICEF as additional insured;
- (ii) include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF;
- (iii) provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- (iv) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

#### 10. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNICEF.

#### 11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNICEF 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.

#### 12. TITLE TO EQUIPMENT

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

#### 13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNICEF 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 in consequence or in the course of the execution of this contract. At UNICEF's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the UNICEF in compliance with the requirements of the applicable law.

#### 14. CONFIDENTIAL NATURE OF DOCUMENTS

(a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.

(b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

#### 15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

(a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article

**Firma: Mg. Nerio Neirotti Héctor Muzzopappa Valeria Suárez**





113/12

Universidad Nacional de Lanús

Institutional/Corporate Contract			unicef 	
CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43115365		2300037960	Buenos Aires, Arge	
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME Universidad Nacional de Lanús	CONTACT PERSON	
CURRENCY ARS	ADDRESS 3901 29 de Septiembre Lanús, 1826 Argentina E-MAIL	TELEPHONE NO. 63229200	FAX NO.	

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

(c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

#### 16. TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 'Settlement of Disputes' below shall not be deemed a termination of this Contract.

#### 17. SUB-CONTRACTING

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

#### 18. ASSIGNMENT AND INSOLVENCY

a. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

b. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

#### 19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

#### 20. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNICEF or the United Nations has received or will be offered by the Contractor 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 the Contract.

#### 21. PROHIBITION ON ADVERTISING

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

#### 22. SETTLEMENT OF DISPUTES

##### Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

##### Arbitration

**Firma: Mg. Nerio Neirotti Héctor Muzzopappa Valeria Suárez**



113/12

Universidad Nacional de Lanús

Institutional/Corporate Contract			unicef 	
CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43115365		2300037960	Buenos Aires, Arge	
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME Universidad Nacional de Lanús	CONTACT PERSON	
CURRENCY ARS	ADDRESS 3901 29 de Septiembre Lanús, 1826 Argentina E-MAIL	TELEPHONE NO. 63229200	FAX NO.	

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

23. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

24. CHILD LABOUR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention which inter alia requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

25. ANTI-PERSONNEL MINES

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

26. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

27. REPLACEMENT OF PERSONNEL

UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF's selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

(a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract.

(b) Personnel whose resumes were submitted with the proposal; and

(c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement.

Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract.

Firma: Mg. Nerio Neirotti Héctor Muzzopappa Valeria Suárez