REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2019-9151297

09 August 2019

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Development of Curriculum and training package on Child Rights Education

XXXXXXXXX FAX/LETTER NOT SPECIFIED IN 'PREPARE ITB (ZMRQ)’ XXXXXXXXX
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

__________________________________________________  Date: _______________

Teodora Mladenova
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email : tmladenova@unicef.org

Approved By:

__________________________________________________  Date: _______________

Denka Daskalova
REQUEST FOR PROPOSAL FOR SERVICES FORM

This FORM must be completed, signed and returned to UNICEF. Proposal must be made in accordance with the instructions contained in this Request for Proposal for Services (RFPS).

TERMS AND CONDITIONS OF CONTRACT
Any Contract resulting from this RFPS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this RFPS.

INFORMATION
Any request for information regarding this RFPS must be forwarded by email to the person who prepared this document, with specific reference to the RFPS number.

The Undersigned, having read the Terms and Conditions of RFPS No. LRPS-2019-9151297 set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _______________________________
Date: _______________________________
Name & Title: _______________________________
Company: _______________________________
Postal Address: _______________________________
Tel No: _______________________________
Fax No: _______________________________
E-mail Address: _______________________________
Currency of Proposal: _______________________________
Validity of Proposal: _______________________________

Please indicate which of the following Payment Terms are offered by you:
10 Days 3.0%_____ 15 Days 2.5%_____ 20 Days 2.0%_____ 30 Days Net_____ Other_____

_________________________________________________________________________________________
_________________________________________________________________________________________
SCOPE OF WORK

I. Background and Rationale

Education systems have a vital role in developing the knowledge, skills, attitudes and values that enable children and young people to contribute to and benefit from an inclusive and sustainable future, and schools are facing a growing demand not only to prepare students for the rapid economic, environmental and social changes; they need to equip students with the necessary skills for becoming active, responsible and engaged citizens.

In line with the United Nations Convention on the Rights of the Child provisions, the education of the child is aimed at the development of respect for human rights and fundamental freedoms, and for the principles enshrined in the Charter of the United Nations and at the preparation of the child for responsible life in a free society, in the spirit of understanding, peace, tolerance, equality, and friendship among all peoples, ethnic, national and religious groups and persons of indigenous origin. Article 42 is calling on to make the principles and provision of the Convention widely known, by appropriate and active means, to adults and children alike.

The sustainable development agenda (particularly SDG 4 https://www.globalgoals.org/) recognize young people as a driving force for development but only if they are provided with a set of 21st century skills and opportunities needed to reach their full potential, succeed in an increasingly knowledge-based global society, and become informed and active citizens. It also recognizes the critical role of education in reaching sustainable goals, calling on countries to ensure, by 2030, that all learners acquire the knowledge and skills to promote sustainable development, including among others, through education for sustainable development and sustainable lifestyles, human rights, equality, promotion of a culture of peace and non-violence, global citizenship and appreciation of cultural diversity.

Recent economic, social and political processes across EU countries including violent extremism and migration, have prompted a renewed focus and reflection on the meaning of citizenship and common values of freedom, tolerance and non-discrimination. Schools and educational systems are increasingly seen to be central in ensuring that children and young people acquire social, civic and intercultural competences, by promoting democratic values and fundamental rights, social inclusion and non-discrimination as well as active citizenship. Citizenship competence is included among the eight key competences for lifelong learning in the European Reference Framework https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32006H0962&from=EN (2018) and is defined as the ability to act as responsible citizens and to fully participate in civic and social life, based on understanding of social, economic, legal and political concepts and structures, as well as global developments and sustainability.


Investing in skills development for active citizenship, employability, lifelong learning and personal development has become a global and regional priority identified for first and second decade of life in UNICEF Strategic plan (2018-2021). Building skills, confidence and capacities of adolescents to play an active role in decisions affecting their lives and creating enabling environment, spaces and opportunities for children and adolescent participation and engagement are among the key strategies in achieving all results.

In this context, citizenship education has an important role in cultivating fundamental values and in preparing young people to become informed and engaged citizens who are able to take responsibility for themselves and for their communities and to actively contribute to the political processes, social cohesion and peace in their countries and
II. The Context in Bulgaria

Education has been high on the political agenda of the Bulgarian Government in the past decade. By adopting the Pre-school and school education act in 2015, Bulgaria has started major reforms and a series of changes to the education system have been introduced including in relation to inclusive education, drop-out prevention, increased school autonomy, adoption of new educational standards, and development of new curricula for general subjects. Emphasis has also been placed on the importance of the democratization of the school environment and greater civic engagement of the school community members.

Acquiring competences for understanding and applying the principles of democracy and the rule of law, human rights and freedoms, active and responsible citizen participation, applying the sustainable development principles, appreciating differences and shaping of tolerance to and respect for the ethnic, national, cultural, linguistic and religious identity of every citizen, and for the rights of children, pupils, and people with disabilities are among the main objectives of the school education according to the national legislation. In accordance with the Pre-school and school education act, general education shall include a set of key competences including Social and civic competences, Skills for learning, Initiative and enterprising, and Skills to support sustainable development, healthy lifestyle and sports.

As part of the reform process, a State educational standard on civic, health, environmental and intercultural education was elaborated in 2016 http://mon.bg/bg. It sets out definitions and objectives, ways and forms of implementation, framework requirement for the learning outcomes and institutional policies in support of the citizenship education. According to the Standard, the citizenship education is aimed at building citizenship awareness, knowledge on the structure of democratic society, knowledge and understanding of human rights including child rights, and skills and readiness for responsible citizenship. The implementation approach envisaged is integrated into other compulsory subjects/learning areas and it is also taught as a separate compulsory subject available in upper-secondary (grade 11 and 12) http://mon.bg/bg/28. In addition, the Standard has introduced the framework requirement for setting up and operating student councils aiming to ensure student participation and greater students# engagement in school life.

Despite the concrete measures that have been undertaken and the progress made, recent studies and reports indicate that challenges continue to exist and need to be addressed. The lack of a comprehensive guidance on introducing effective approaches for implementing citizenship education and facilitating its integration into existing subjects is among the major challenges for teachers and educators. The lack of teaching and learning resources as well as guidance and support for teachers is another barrier for effective implementation of the Standard. The latest International Civic and Citizenship Education Study, ICCS (2016) indicates that since 2009, students# civic knowledge has increased in Bulgaria https://iccs.iea.nl/fileadmin/user_upload/Editor_Group/Documents/ICCS_2016_Report_Bulgaria.pdf.

However, some emerging trends were also observed: in answering questions on values and attitudes, Bulgarian students showed less support for equal opportunities for women and men and for equal rights for emigrants and ethnic minorities. A higher than average proportion of surveyed students consider that working hard is important for good citizenship, but only 42% consider that always respecting the law was very important, and the percentage of students who voted for class or school councils was 56% (survey average was 77%).

UNICEF role

The results from a national consultation https://www.unicef.org/bulgaria/sites/unicef.org.bulgaria/files/2018-09/Recommendations-and-comments-My_voice_matters_BG.pdf conducted with more than 6,500 girls and boys aged 7 # 18 years by UNICEF in 2015, indicated that the lack of information on child rights is perceived as a key challenge by children and adolescents in Bulgaria.
In response, UNICEF has developed and implemented a pilot model for introducing child rights education in schools as extracurricular activity for students in grades 8 to 12. Within the project, Child rights clubs in ten schools were established, a framework program, teaching and learning materials and training program for teachers were developed and piloted in the period 2015 # 2018, and over 400 boys and girls aged 13-18 years participated directly in the activities. The feedback received from students, teachers and educators who participated in the project, indicated that learning and teaching about children rights contributes to improved classroom relationships, positive shifts in communication between teachers and students, improved student engagement with schooling and increase empathy, respect and tolerance.

In 2015, when the world leaders agreed to 17 goals for a better world by 2030, Bulgaria joined the global initiative named the World#s Largest Lesson http://worldslargestlesson.globalgoals.org/(WLL) delivered in partnership with UNICEF. It aims at introducing the sustainable development goals to children and young people everywhere and inspiring them of taking actions for the Global goals. UNICEF CO in Bulgaria has been supporting this initiative https://www.unicef.org/bulgaria since its begging through developing and providing schools and teachers with a series of lesson plans and activities on SDGs, including written and graphic materials tailored to school aged students. Since 2015, over 122,000 school children in Bulgaria were introduced to the sustainable development goals and were engaged in actions to support them.

In 2018, UNICEF Bulgaria started the implementation of its new Country Partnership Program (2018-2022) with the Government of Bulgaria which aims to enable all children and adolescents in the country, including the most disadvantaged, to enjoy their rights and develop to their full potential in an inclusive and protective society. Within the Educational program component, special attention is placed on strengthening the citizenship education in schools through introducing teaching and learning about children#s rights and facilitating engagement and participation of children and adolescents in their school and community life.

III. Purpose and scope of the assignment

In relation to the above, UNICEF Bulgaria Country Office is looking for a contractor to provide technical support in development of school curriculum and training package on child rights education. The purpose is to support the work of UNICEF and the Ministry of Education and Science on strengthening citizenship education and equipping children and adolescents with the relevant knowledge and skills for informed, responsible and engaged participation in society.

The assignment includes:
1) development of child rights education curriculum, development of learning and teaching materials on child rights and development of a road map for the introduction and integration of the curriculum into the existing citizenship education in school;
2) development of a training program on the CRE curriculum for teachers and conducting training of experts and teachers to facilitate the integration of the child rights education (CRE) curriculum.

For the purpose of the assignment, child rights education is understood to mean teaching and learning about the provisions and principles of the UN Convention on the Rights of the Child (UN CRC) and #child-rights approach# to empower both adults and children to take action to advocate for and apply these at family, school, community, national and global levels https://www.unicef.org/child-rights-convention/resources. It involves learning about rights, learning through rights and learning for rights Child rights education toolkit: Rooting child rights in early childhood education, primary and secondary education, and promotes the vision articulated in the CRC Preamble that #the child should be fully prepared to live an individual life in society#. In this regard, child rights education aims not only at enabling the acquisition of knowledge and skills, but also at promoting the development of respectful values and attitudes and changed behavior and motivation of social action and empowerment of active citizenship. It helps both adults and children to work together, providing the space and encouragement for the meaningful participation and sustained engagement for children.
#Child Rights Education Toolkit: Rooting Child Rights in Early Childhood Education, Primary and Secondary Schools#, which can be downloaded via the UNICEF website should be used as key reference document in the development of curriculum and the training package.

IV. Key deliverables and timelines

Deliverable 1:  
Child rights curriculum framework and outline of the content

1.1. While ensuring relevance to the citizenship education as specified in the State educational standard on citizenship, health, environmental and intercultural education, the contractor will propose and develop a framework curriculum for all levels including:
   - pre-school (third and fourth preparatory group);
   - primary (I-IV grade, ISCED-1);
   - lower secondary (V-VII grade, ISCED-2)
   - upper secondary (VIII-XII grade, ISCED-3).

The curriculum should be aligned with the skills and competencies embedded in the national curriculum framework, and with the existing learning outcomes by levels drawing also on UNICEF CRE Clubs experience, World Largest Lesson initiative and global best practice (to be provided by UNICEF).

The draft framework will be presented for review and approval by UNICEF and the Ministry of Education and Science.

Tentative deadline for submission of final version-  
End of November 2019

Deliverable 2: Interdisciplinary mapping of CRE

2.1. The contractor will conduct a mapping of the content of appropriate subjects to integrate CRE within all levels.  
Tentative deadline - End of November 2019

Deliverable 3: CRE Toolkit for teachers/ educators

3.1. The organization will develop educational content - a toolkit for teachers/educators with sample lesson plans for all levels.

The toolkit will contain:
   - lesson plans for the respective grade;
   - student materials;
   - teacher’s guide;
   - map of citizenship education curricular connections.

The lesson plans should also demonstrate relationship between child rights and sustainable development goals.

The curriculum and lesson plans should include highly interactive and participatory activities.

The Toolkit will be reviewed and validated by up to three external experts nominated by the Ministry of Education
and Science. The fees for the external review should be included in the budget.

Tentative deadline - End of April 2020

Deliverable 4: Develop of teachers training program

4.1. The contractor will prepare a training program for each educational level for teachers, educators and other professionals on child rights
Tentative deadline: End of May 2020

Deliverable 5:
Design and conduct training for experts from the regional educational authorities

5.1. The contractor is expected to organize and conduct three two-days training on child rights for experts from the 28 regional educational authorities aimed at preparing them to facilitate the process and support kindergarten/schools and teachers in introducing CRE.

The trainings target the following professionals from the regional education authorities responsible for:
- pre-school education;
- inclusive education;
- citizenship education

Tentative deadline: End of June 2020

Deliverable 6: CRE Club Guide
6.1. The contractor will review the pilot UNICEF club model (methodology and materials) and will develop a guide for teachers/educators on establishing and running a Child rights club as a school-based extracurricular activity and/ or out-of-school activity (e.g. within a community-based center)

Tentative deadline: End of July 2020

Deliverable 7: Road map
7.1. Development of a proposal for a road map with concrete recommendations for the actual introduction and rolling-out of the CRE curriculum and trainings by the Ministry of Education and Science
Tentative: End of August 2020

Deliverable 8: Design and pre-print of materials
8.1. Design and pre-print preparation of the Toolkit and Guide, including proof-reading
Tentative deadline: End of August 2020

All deliverables must be submitted to UNICEF in Bulgarian language. The deliverables exact timeline and deadlines will be agreed with UNICEF once the organization is selected but all activities are expected to take place in the period 16th of September 2019 # 31st of August 2020.
Performance indicators for evaluation of results
The organization’s performance will be evaluated based on the following indicators:
- Completion of tasks specified in the ToR and jointly agreed work plan
- Compliance with the established deadlines for submission of deliverables
- Demonstration of high standards of work.

UNICEF reserves the right to withhold all or a portion of payment if performance is unsatisfactory, if work/outputs is incomplete, not delivered or for failure to meet deadlines.

In case of unsatisfactory performance, the contract will be terminated by notification letter sent 10 days prior to termination.

V. Qualification/Requirements
The RFP is open to companies, research institutes, NGOs, etc. The contractor is expected to propose a team consisting of a team leader and experts who meet the requirements described below.
The organization should meet the following criteria:
- Expertise and previous experience in education systems reforms/curriculum reforms, proven expertise in school curriculum development and implementation, assessment, teaching and learning;
- Substantial experience in the design and implementation of education/teachers training and skills building programs;
- Sound knowledge of the education sector in Bulgaria and MoES policies and processes;
- Experience in collaborating with the MoES and other education sector stakeholders, such as regional authorities, teachers, parents, education NGOs;
- Knowledge in application of human rights-based approaches;
- Previous experience working for the UN is an asset.

The experts within the team should demonstrate practical experience in school curriculum development and implementation in different educational levels.

VI. Management and Supervision
The selected contractor will report to the UNICEF Bulgaria Education Officer on progress on a regular basis, as agreed by the two parties. It is expected to work closely with the Ministry of Education and Science and the Regional education authorities. UNICEF and the Ministry of Education and Science will approve the final products.
SPECIAL NOTES

A.0 SPECIAL NOTES

1. PURPOSE OF THE RFP
The purpose of this RFP is to invite corporate contractors to submit a proposal for
DEVELOPMENT OF CURRICULUM AND TRAINING PACKAGE ON CHILD RIGHTS
EDUCATION

A.2 FORECAST SCHEDULE
Closing date and time for submission of full proposal: 17h (local time) on 30th of August 2019.

A.3 RFP CHANGE POLICY
All requests for formal clarification or queries on this RFP must be submitted in writing via email
at bulgaria@unicef.org by 23rd of August 2019.

Please make sure that the e-mail mentions the RFP reference number.

Only written inquiries will be entertained. A response to written inquiries will be provided within
48 hours. Please be informed that all responses will be publicized on the local web site.

A.4 RFP RESPONSE FORMAT
The proposal shall comprise the following documents:
- Request for Proposal Form;
- Technical Proposal including an electronic version on Flash drive or CD;
- Court registration in Bulgaria;
- Price Proposal.

Full proposals should be submitted in ENGLISH and must be received at UNICEF in Bulgaria
office not later than 17h on 30th of August 2019, duly signed and dated.
Proposals received after the stipulated date and time will be invalidated.

The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY
SEPARATE and each of them must be submitted sealed individually and clearly marked on the
outside as either #TECHNICAL PROPOSAL# or #FINANCIAL PROPOSAL#, as appropriate.

Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall bear
the name and address of the bidder.
The proposals must be sealed and clearly marked as follows:

   o Outer envelope:
     Name of company

   RFP number: 2019-04 # DEVELOPMENT OF CURRICULUM AND TRAINING PACKAGE ON
   CHILD RIGHTS EDUCATION
   Address: 87 Kniaz Alexander Dondukov Blvd., fl.2 Sofia 1504

   o Inner envelope # Technical Proposal: Name of company, RFP
   number

   o Inner envelope # Financial Proposal: Name of company, RFP
   number

If the envelopes and packages with the Proposal are not sealed and marked as required,
UNICEF shall assume no responsibility for the misplacement, loss, or premature opening of the
Proposal.
The Technical Proposal should include:
1) Organisational profile including legal name, year incorporated, number of employees, description of services provided (indicate any in-house capabilities and/or outsource partners that may be engaged as third parties);
2) Names and short bio of designated core team members to service the needs of the contract;
3) List of current clients (clients serviced in the last 2 years);
4) Three reference letters for work conducted in the past 3 years.

Technical proposals should also include electronical copy on CD or Flash drive. No electronic submission of price proposals will be accepted.

All pages must be numbered accordingly. No price information should be contained in the Technical Proposal.

The Financial Proposal:
- A detailed budget indicating the total budget estimated in BGN, as well as a detailed breakdown of budget items.
- The currency of the proposal shall be in Bulgarian Lev (BGN).

Any activity described in the Technical Proposal but not priced in the Price Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

Proposal delivered at a different address or in a different form than prescribed in this RFP, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected.

All references to descriptive materials should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.

A.5. VALIDITY
Each proposal shall be valid for a period of ninety (90) days from the proposal due date. Bidders are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

A.6. PROPOSAL EVALUATION
Technical Proposals received will be evaluated against the evaluation criteria as below:

Technical Proposal: 70 points

1.1 Overall response: 15 points
- Completeness of response;
- Overall concord between RFP requirements and proposal.

1.2. Experience of the company in Development of Curriculum and training: 35 points
Qualification and expertise of team leader and key experts on school curriculum development and implementation, teaching and learning (including links to previous similar assignments). Similar experience with the United Nations and its specialized agencies is an advantage.
Please provide the CVs of the experts that you wish to deploy for the services to be provided to UNICEF Bulgaria.

The following criteria will be considered while evaluating the experts:
- Ability to produce quality content;
- Ability to work under pressure and meet strict deadlines;

1.3. Assessment of prior work # 20 points

Only proposals which receive a minimum of 70% (49 points) will be considered further.

2. Price Proposal: 30
The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the above technical criteria.

The total amount of points allocated for the price component is 30.

The maximum number of points will be allocated to the lowest price proposal that is opened and compared among those bidders who obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price e.g.:

Score for price proposal X = Max. score for price proposal * Price of lowest priced proposal / Price of proposal X

Total Technical and Price 100 Pts

UNICEF will award the contract to the vendor, whose response is of high quality, clear and meets the projects goals, including:
- The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the above technical criteria;
- All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

A.7. CONTRACTUAL TERMS AND CONDITIONS
The UNICEF General Terms and Conditions are attached and will form part of any contract resulting from this RFP.

A.8. PAYMENT TERMS
Payment will be made only upon UNICEF#s acceptance of the work performed in accordance with the contractual milestones. The terms of payment are net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing.

Attachments:
RFP form, including Terms of Reference and General Terms and Conditions
1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.7, 1.8 and/or 1.9 should then be followed accordingly.

1.2 The Bid Form/Request for Proposal for Services Form must be signed, and submitted together with the Proposal. The Bid Form/Request for Proposal for Services Form should be signed by the duly authorized representative of the submitting company.

1.3 Proposals must be clearly marked with the RFP(S) number and the name of the company submitting the Proposal.

1.4 Proposers should note that Proposals received in the following manner will be invalidated:
   a) with incorrect (as applicable) postal address, email address or fax number;
   b) received after the stipulated closing time and date;
   c) failure to quote in the currency(ies) stated in the RFP(S);
   d) in a different form than prescribed in the RFP(S).

1.5 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFP(S), paying particular attention to its schedules/Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service/goods need.

   NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the schedules/Terms of Reference/Statement of Work for this RFP(S).

1.7 Sealed Proposals (as applicable)

   1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

   1.7.2 The Proposal must be sent for the attention of unit/team and address as specified in this RFP(S) Document. Proposals not sent in this manner will be disqualified.

   1.7.3 They must be clearly marked as follows:

   * Outer sealed envelope:
     Name of company
     [RFP(S) NO.]
     [NAME OF UNIT & UNICEF OFFICE ADDRESS]

   * Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number - technical proposal

   * Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFP(S) number - price proposal

   No price information should be provided in the Technical Proposal.

   Proposals received in any other manner will be invalidated.

   1.7.4 In case of any discrepancy between an original and a copy, the original will prevail.

   1.7.5 Any delays encountered in the mail delivery will be at the risk of the Proposer.

1.8 Faxed Proposals (as applicable)

   1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

   1.8.2 Faxed Proposals must be returned to the ONLY ACCEPTABLE FAX NUMBER for Proposals as specified in this RFP(S) Document. Proposers should note that Proposals received at any other fax number will be invalidated.

   No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

   1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

   1.9.2 All e-mailed Proposals must be submitted to the ONLY ACCEPTABLE E-MAIL ADDRESS as specified in this solicitation document. No other recipient should be "Cc" or "Bcc" in the e-mail submission. Proposals not sent in this manner will be disqualified.

   1.9.3 All Proposals submitted by e-mail must be submitted as email attachments. The Technical Proposal and Price Proposal must be sent as separate attachments and clearly indicated as such in the file name (e.g. Company ABC Technical Proposal, Company ABC Price Proposal). Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.

2. OPENING OF PROPOSALS

2.1 Proposals received prior to the stated closing time and date will be kept unopened. UNICEF will open Proposals when the specified time has arrived and no Proposal received thereafter will be considered.

2.2 UNICEF will accept no responsibility for the premature opening of a Proposal which is not properly addressed or identified.

2.3 In cases when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public Proposal opening at the time, date and location specified in the RFP(S) documents.

3. UNGM REGISTRATION

3.1 UNICEF is part of the United Nations Global Marketplace(UNGM). Accordingly, all proposers are encouraged to become a UNICEF vendor by creating a vendor profile in the UNGM website: www.ungm.org

4. AWARD NOTIFICATION
4.1 UNICEF reserves the right to make a public notification of the outcome on an RFP(S) advising product/service, awarded supplier and total value of award.
GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions (Services), the following terms have the following meaning:

"Affiliates" means, with respect to the Contractor, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

"Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and includes information, the confidential or proprietary nature of which, is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Contract" means the services contract that incorporates these General Terms and Conditions of Contract (Services). It includes contracts for services issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

"Contractor" means the contractor named in the Contract.

"Deliverables" means the work product and other output of the Services required to be delivered by Contractor as part of the Services, as specified in the relevant section of the Contract.

"Disabled Code" means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNICEF information system or network.

"End User" means, in the event that the Services or Deliverables involve the use of any information systems, any and all UNICEF employees, consultants and other personnel and any other external users collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.

"Fee" is defined in Article 3.1.

"Host Government" means a Government with which UNICEF has a programme of development cooperation, and includes a Government of a country in which UNICEF provides humanitarian assistance.

Contractor’s “Key Personnel” are: (i) 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; (ii) Personnel whose resumes were submitted with the proposal; and (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

"Parties" means the Contractor and UNICEF together and a “Party” means each of the Contractor and UNICEF.

"Services" means the product and service compositions for which services and Deliverables are provided under the Contract.

"Security Incident" means, with respect to any information system, service or network used in the delivery of the Services or Deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNICEF’s Confidential Information or weaken or impair UNICEF’s operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF or End Users to access the UNICEF Data.

"Services" means the services specified in the relevant section of the Contract.

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under the Contract or through UNICEF’s and/or End Users’ use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of the Contract.

"UNICEF Supply Website" means UNICEF’s public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions, UNICEF’s Policy Prohibiting and Combating Fraud and Corruption, the UNICEF’s Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct and UNICEF’s Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

2. Provision of Services and Deliverables; Contractor’s Personnel; Sub-Contractors

Provision of Services and Deliverables

2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the time for delivery of the Services and Deliverables, and to UNICEF’s satisfaction. Except as expressly provided in the Contract, the Contractor will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services and delivery of the Deliverables under the Contract.

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF’s security and other regulations and instructions for such access and use, including, but not limited to, UNICEF’s information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF’s premises, facilities or systems.

2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and the time schedule under the Contract. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Contractor. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.4 The Contractor will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Contractor) in connection with the provision of the Services or development of the Deliverables.

2.5 Title to any equipment and supplies which may be provided to the Contractor by UNICEF, will remain with UNICEF. Such equipment and supplies will be returned to UNICEF at the conclusion of the Contract or when no longer needed by the Contractor in the same condition as when they were provided to the Contractor, subject to normal wear and tear. The Contractor will pay UNICEF the value of any loss of, damage to, or degradation of, the equipment and supplies beyond normal wear and tear.

Non-conforming Services and Consequences of Delay

2.6 If the Contractor determines it will be unable to provide the Services or deliver the Deliverables by the date stipulated in the Contract, the Contractor will (i) immediately consult with UNICEF to determine the most expeditious means for delivery of the Services and/or Deliverables; and (ii) take necessary action to expedite delivery of the Services and/or Deliverables, at the Contractor’s cost (unless the delay is due to force majeure as defined in Article 6.8 below), if reasonably so requested by UNICEF.

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor’s performance under the Contract and may at any time evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to UNICEF, and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed status updates, costs to be charged and payments made by UNICEF or pending. Neither the evaluation of the Services and Deliverables, nor failure to undertake any such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.

2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNICEF can, in its option:
(a) by written notice, require the Contractor, at the Contractor’s expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF’s satisfaction within thirty (30) days after receipt of UNICEF’s notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);
(b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance;
(c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;
(d) give written notice to terminate the Contract for breach, in accordance with Article 6.1 below, if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not capable of remedy;
(e) require the Contractor to pay liquidated damages as set out in the Contract.

2.9 Further to Article 11.5 below, the Contractor expressly acknowledges that if UNICEF takes delivery of Services or Deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNICEF’s rights in respect of such late or non-compliant performance.

Contractor’s Personnel and Sub-Contractors

2.10 The following provisions apply with regard to the Contractor’s Personnel:
(a) The provisions of Article 7 (Ethical Standards) will apply to the Contractor’s Personnel as expressly stated in Article 7.
(b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
(c) The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.
(d) At any time during the term of the Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF’s request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have “account manager” or “relationship manager” type functions.
(e) If one or more of Contractor’s Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14) days in advance; and (ii) obtain the UNICEF contracting authority’s approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the 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.
(f) The approval of UNICEF of any Personnel assigned by the Contractor (including any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract. The Contractor’s Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.
(g) All expenses of the withdrawal or replacement of the Contractor’s Personnel will, in all cases, be borne exclusively by the Contractor.

2.11 The Contractor will obtain the prior written approval and clearance of UNICEF for all institutional sub-contractors it proposes to use in connection with the Contract. The approval of UNICEF of a sub-contractor will not relieve the Contractor of any of its obligations under the Contract. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

2.12 The Contractor confirms that it has read UNICEF’s Policy on Conduct Promoting the Protection and Safeguarding of Children. The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Contractor will further cooperate with UNICEF’s implementation of this policy.

2.13 The Contractor will supervise its Personnel and sub-contractors and will be fully responsible and liable for all Services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract.

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer’s portions of income tax, insurance, social security, health insurance, worker’s compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor’s Personnel and sub-contractors’ personnel; or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor’s Personnel and sub-contractors’ personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 2.14.

3. Fee; Invoicing; Tax Exemption; Payment Terms

3.1 The fee for the Services is the amount in the currency specified in the fee section of the Contract (the "Fee"), and being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract, provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Contractor will not request any change to the Fee after the Services or Deliverables have been provided and that the Fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to changes to the Fee for modifications or interpretations of the scope of work if those modifications or interpretations of the scope of work have already been initiated by the Contractor. UNICEF will not be liable to pay for any work conducted or materials provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

3.2 The Contractor will issue invoices to UNICEF only after the Contractor has provided the Services (or components of the Services) and delivered the Deliverables (or installments of the Deliverables) in accordance with the Contract and to UNICEF’s satisfaction. The Contractor will issue (a) one (1) invoice in respect of the Fee being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reimbursable expenses if any, in sufficient detail to permit UNICEF to verify the amounts stated in the invoice.

3.3 The Contractor authorizes UNICEF to deduct from the Contractor’s invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF’s official use in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF’s exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Contractor of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Contractor the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Contractor will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontested amount of the Contractor’s invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments.
withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF’s rights with regard to, the Contractor’s performance.

3.6 Each invoice will confirm the Contractor’s bank account details provided to UNICEF as part of the Contractor’s registration process with UNICEF. All payments due to the Contractor under the Contract will be made by electronic funds transfer to that bank account. It is the Contractor’s responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Contractor of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Contractor acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF’s opinion, the Contractor has not performed in accordance with the terms and conditions of the Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off, against any amount or amounts due and payable by UNICEF to the Contractor under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Contractor) owing by the Contractor to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Contractor prior notice before exercising this right of set-off (such notice being waived by the Contractor). UNICEF will promptly notify the Contractor after it has exercised such right of set-off, explaining the reasons for such set-off, provided, however, that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF’s external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Contractor of such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF; or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF’s satisfaction and to perform its obligations under the Contract; (e) the product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person’s rights to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Contractor further represents and warrants, as of the effective date and throughout the term of the Contract, that it and its Personnel and sub-contractors will perform the Contract and provide the Services and Deliverables (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in a same industry; (c) with priority equal to that given to the same or similar services for the Contractor’s other clients; and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

4.3 The representations and warranties made by the Contractor in Articles 4.1 and 4.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables; and (b) each Government or other entity (if any) that receives the direct benefit of the Services and Deliverables.

Indemnification

4.4 The Contractor will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers’ compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

4.5 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF’s privileges and immunities (including matters relating to UNICEF’s relations with Host Governments), which as between the Contractor and UNICEF only UNICEF itself (or relevant Governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

Insurance

4.6 The Contractor will comply with the following insurance requirements:

(a) The Contractor will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Contractor’s risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Contractor’s performance of the Contract), including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract.

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract in an adequate amount to cover all claims arising from or in connection with the Contractor’s performance under the Contract;

(iii) All appropriate workers’ compensation and employer’s liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Contractor.

(b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Contractor will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Contractor’s insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days’ written notice from the insurer prior to any cancellation or change of coverage.

(e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.

(f) Compliance with the insurance requirements of the Contract will not limit the Contractor’s liability either under the Contract or otherwise.

Liability

4.7 The Contractor will pay UNICEF promptly for all loss, destruction or damage to UNICEF’s property caused by the Contractor’s Personnel or sub-contractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights; Data Protection; Confidentiality
ANNEX A
GENERAL TERMS AND CONDITIONS

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials (“Contract Materials”) that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term “Contract Materials” includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF’s Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Contractor that pre-existed the performance by the Contractor of its obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a perpetual, non-exclusive, royalty-free license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF’s request, the Contractor will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser’s Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser’s Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser’s Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract, or

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient independently of any disclosures under the Contract.

5.3 If the Contractor receives a request for disclosure of UNICEF’s Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made, the Contractor (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Contractor’s Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Contractor may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior written authorization of UNICEF, nor will the Contractor at any time use such information to private advantage.

Data Protection and Security

5.5 The Parties agree that, as between them, all UNICEF Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNICEF Data, will be the exclusive property of UNICEF, and the Contractor has a limited, nonexclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNICEF Data or its content.

5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor’s confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF’s request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfill its obligations under this Article 5.7; provided that any such policies and description provided by the Contractor will be treated as the Contractor’s Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF’s request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF’s express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNICEF’s other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of a Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.

5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor’s discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor’s proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF’s and, as directed by UNICEF, End Users’ access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor’s implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF’s investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF’s reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

Service Providers and Sub-Contractors

5.10 The Contractor will impose the same requirements relating to data protection and non-disclosure of Confidential Information, as are imposed upon the Contractor itself by this Article 5 of the Contract, on its service providers, subcontractors and other third parties and will remain responsible for compliance with such requirements by its service providers, subcontractors and other third parties.

End of Contract

5.11 Upon the expiry or earlier termination of the Contract, the Contractor will:

(a) return to UNICEF all of UNICEF’s Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF’s option, destroy all copies of such information held by the Contractor or its sub-contractors and confirm such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

6. Termination, Force Majeure

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaches Party does not remedy the breach within the thirty (30) days’ period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitration proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.
Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind: (a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or (b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality, Data Protection and Security); or (c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed in respect of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF’s mandate applicable to the particular operation in which the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) day’s written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner; and in doing so, reduce expenses to a minimum, and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Contractor will take any other action that may be necessary, or that UNICEF may direct in writing, to minimise losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-process related specifically to the Contract. If UNICEF obtains the assistance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF’s Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

6.6 If the Contract is terminated by either Party no payment will be due from UNICEF to the Contractor except for Services and Deliverables provided to UNICEF’s satisfaction in accordance with the Contract, but only if such Services and Deliverables were required or requested before the Contractor’s receipt of the notice of termination or, in the case of termination by the Contractor, the effective date of such termination. The Contractor will have no claim for any further payment beyond payments in accordance with this Article 6.6, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Contractor’s default (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

6.7 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.

Force Majeure

6.8 If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF’s humanitarian, emergency, or similar response operations.

7. Ethical Standards

7.1 Without limiting the generality of Article 2 above, the Contractor will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.2 (a) The Contractor represents and warrants that no official of UNICEF or any of any Nations System organisation has received from or on behalf of the Contractor, or will be offered by or on behalf of the Contractor, any direct or indirect benefit in connection with the Contract, including the award of the Contract to the Contractor. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Contractor represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(i) During the one (1) year period after an official has separated from UNICEF, the Contractor may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Contractor has participated.

(ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly or on behalf of the Contractor, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official’s responsibilities while at UNICEF.

(c) The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contracts by the Contractor), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Contractor further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Contractor will immediately disclose to UNICEF if it or any of its Affiliates or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Contractor will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF’s Policy Prohibiting and Combating Fraud and Corruption. In particular, the Contractor will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF’s Policy Prohibiting and Combating Fraud and Corruption.

7.5 The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, in (a) any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation’s Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitative or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle
ANNEX A
GENERAL TERMS AND CONDITIONS

UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

7.8 The Contractor will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.

7.9 The Contractor acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Contractor with immediate effect upon written notice to the Contractor if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Contractor breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor’s Affiliates, or (ii) the Contractor or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Contractor takes appropriate action to address the relevant incident or breach UNICEF’s satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Contractor and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Contractor, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Contractor.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.

8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties’ performance of the Contract generally and including but not limited to the Contractor’s compliance with the provisions of Article 7 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor’s attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the person(s) listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail) or twenty-four (24) hours after confirmation of receipt is sent from the addressee’s email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

11. Other Provisions

11.1 The Contractor acknowledges UNICEF’s commitment to transparency as outlined in UNICEF’s Information Disclosure Policy and confirms that it consents to UNICEF’s public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.

11.2 The failure of one Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute and will not be construed to be a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

11.3 The Contractor will be considered as having the legal status of an independent contractor as regards UNICEF. Nothing contained in the Contract will be construed as making the Parties principal and agent or joint ventures.

11.4 The Contractor will not, without the prior written consent of UNICEF, assign, transfer, pledge or make any other disposition of the Contract, or of any part of the Contract, or of any of the Contractor’s rights or obligations under the Contract.

11.5 No grant of time to the Contractor to cure a default under the Contract, nor any delay or failure by UNICEF to exercise any other right or remedy available to UNICEF under the Contract, will be deemed to prejudice any rights or remedies available to UNICEF under the Contract or constitute a waiver of any rights or remedies available to UNICEF under the Contract.

11.6 The Contractor will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.7 The Contractor will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Contractor and its Personnel and sub-contractors, the Contractor will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the prior written permission of UNICEF.

11.8 The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.

11.9 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Contractor will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.10 The provisions of Articles 2.14, 3.8, 3.9, 4.5, 7.8, 9, 11.1, 11.2 and 11.7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.