

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2019-9152476

24 September 2019

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

XXXXXXXXX FAX/LETTER NOT SPECIFIED IN 'PREPARE ITB (ZMRQ)' XXXXXXXXXXXX

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-2019-9152476** 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 _____

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10 Research agency

SCOPE OF WORK

Study on attitudes and social norms towards children with disabilities and developmental difficulties in Bulgaria, with a specific focus on children aged 0-6 years

I. Background and rationale

UNICEF is committed to protecting the rights of children with disabilities. The Convention on the Rights of the Child articulates the right of children with disabilities to #enjoy a full and decent life, in conditions which ensure dignity, promote self-reliance and facilitate the child#s active participation in the community# (Article 23(1)). Along with the CRC, the Convention on the Rights of Persons with Disabilities (CRPD), adopted by the United Nations General Assembly in December 2006, further reinforces the right by introducing new obligations on the states to remove the barriers that limit participation of children with disabilities in all relevant domains of life. Specific reference is made to the right to inclusive education. CRPD General Comment 4 highlights the need to intervene early to enable children with disabilities to develop to their full potential: #If identified and supported early, young children with disabilities are more likely to transit smoothly into pre-primary and primary Inclusive Education settings."

The UN Sustainable Development Goals adopted in 2015, provide a strategic framework for action for Governments to ensure that all children achieve optimal development.

Bulgaria has established legal and institutional conditions to ensure the protection of the rights of children with disabilities. The country is signatory to both CRC and CRPD. National strategic and policy documents relating to deinstitutionalization The National Strategy #Vision for Deinstitutionalization of children in Bulgaria# and the updated Action Plan for its implementation for the period 2016-2020, available at: <http://strategy.bg/StrategicDocuments/View.aspx?Id=601>, healthcare and protection of children, contain specific provisions to address the needs of children with disabilities.

In addition, a number of policy and institutional arrangements ensure the delivery of essential support to children and their families UNICEF Analysis of the situation of children and women in Bulgaria, 2017. Recently, the Government adopted a series of legislative acts that will further enhance the support provided, including the Social Services Act, the Law on People with Disabilities and the regulation for its implementation and the Law on Personal Assistance. The new Law on People with Disabilities also introduced a definition of disability that is closely aligned with the UN Convention on the Rights of People with Disabilities.

However, despite the established national legal and institutional arrangements, children with disabilities in Bulgaria continue to be one of the groups of children that face serious difficulties in the full enjoyment of their rights. They are more likely to be separated from their families and grow in institutional care, to remain out of the educational system or to face discrimination, violence and social isolation in the family, school and community.

A combination of social, economic, cultural and physical barriers in the environment contribute to these negative trends including a long legacy of institutionalization, lack of sufficient, quality and accessible support services in the community to meet the needs of children with disabilities and their families and facilitate participation. Although in-depth research is not available for the Bulgarian context, stigma, negative attitudes and discrimination are increasingly seen as factors that prevent children with disabilities from fully benefiting from available services and opportunities. Recent studies of UNICEF A situational analysis of the services for children with developmental difficulties and disabilities aged 0-6 years, completed in 2019, pending finalization. A study on teachers# attitudes toward inclusive education, carried out in 2016, unpublished. A similar study was repeated in 2019. (unpublished) identified # sense of self-stigma among caregivers of children with disabilities, as well negative attitudes among

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professionals (early years teachers and service providers) working with children with disabilities aged 0-6 years. However, in the overall policy process and public discourse on children with disabilities in Bulgaria, # very little focus is placed on addressing attitudinal barriers.

CRPD (art. 8) calls on the states to adopt and implement measures to combat negative stereotypes and prejudice against people with disabilities. Research shows that communication for development approaches and activities can be used to affect positive changes in attitudes and social norms. Based on a systematic review of global literature on measuring social norms and attitudes towards children with disabilities and ongoing work of UNICEF Country offices, a conceptual model connecting Communication for Development (C4D) Please refer to the Glossary of terms for more information. activities to violations of human rights of children with disabilities due to negative social norms and attitudes was developed by Drexel University. The model shows how C4D approaches and activities can influence the negative attitudes and social norms that lead to stigma (publicly imposed and self-imposed), which together contribute to the creation of social distance from children with disabilities across socio-ecological realms (e.g. home, school, community, system, policy) and ultimately result in violations of the human rights of children with disabilities Developing of a Monitoring and evaluation framework to track and assess the results of interventions aimed at changing discriminatory attitudes and social norms toward children with disabilities in ECARO, Drexel University. . (detailed description of the model is found in Annex 1)

II. UNICEF#s role

In line with the UN Sustainable Development Goals (SDGs), UNICEF#s new Strategic Plan 2018-2021 and the draft UNICEF Regional Disability Strategy for Europe and Central Asia, UNICEF places a special focus on enhancing support for children with developmental difficulties and disabilities with a view of enabling them to develop to their full potential. Interventions draw on a twin-track approach for ensuring the rights of children with disabilities and aim to contribute to: 1) strengthening relevant national systems and policies in health, education, justice, social and child protection to ensure that they deliver support to children with disabilities or developmental difficulties and their families in an inclusive way, and uphold their rights; and 2) expanding services that address the specific needs of children with disabilities or developmental difficulties and their families.

The Country Program Action Plan for the period 2018-2022 signed between UNICEF and the Government of Bulgaria devotes special attention to improving early identification and assessment of developmental difficulties and disabilities during the first 3 years of life and provision of early childhood intervention, as well as inclusive education. As part of a global partnership between UNICEF and H&M Foundation, UNICEF will develop, test and evaluate a system approach to early intervention, including identification, assessment and support for children with developmental difficulties and disabilities aged 0-3 years. An integral part of the system approach is advocacy and communication for addressing negative social norms and negative attitude towards children with disabilities and developmental difficulties. C4D activities will be implemented both within the two selected municipalities in the country where the system approach will be tested, as well as nationally as part of the overall UNICEF work in Bulgaria aiming to promote an enabling environment for inclusion of children with disabilities. The testing of the interventions will take place in two selected regions of the country.

III. Purpose and scope of the study:

The main purpose of the study is to improve the understanding of the existing attitudes and social norms toward children with disabilities in Bulgaria with a specific focus on children 0-6 years of age and their impact on the realization of the rights of children. The research is expected to provide quality, up-to-date and methodologically rigorous data and analysis to support the conceptualization, implementation and monitoring of C4D intervention, delivered as part of the UNICEF program work related to early intervention and inclusive education. More specifically, the research will help formulate key communication messages and strategies to reduce negative

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attitudes. In addition, data will inform the development of a monitoring and evaluation framework to track and assess the outcomes of the planned C4D activities. It will also support future advocacy to increase national investments in C4D as part of the measures to promote the rights of children with disabilities.

The specific objectives of the study are:

1. To understand and unpack the prevailing attitudes and social norms towards children with disabilities and developmental difficulties aged 0-6 years and their families in Bulgaria;
2. To identify and analyse the main pathways through which attitudes constrain/or support inclusion of children with developmental difficulties and disabilities aged 0-6 years and the realization of their rights.
3. ## suggest some potential approaches to changing the negative attitudes to ensure meaningful participation of children with disabilities and developmental difficulties aged 0-6 years in all domains of life.

Scope of the study and research questions:

The research will address the following questions:

1. What are the predominant attitudes and social norms toward children with disabilities aged 0-6 years and their families?
2. What and how attitudes and social norms contribute to exclusion and violation of the rights of children with disabilities and developmental difficulties aged 0-6 years in Bulgaria
3. How the improved awareness on attitudes and social norms can lead to strengthening of data collection tools and systems related to children with disabilities and developmental delays.

The study will mainly focus on attitudes toward children with disabilities and developmental difficulties aged 0-6years and their families. It will explore the following dimensions of attitudes: 1) attitudes toward children with disabilities and developmental difficulties; 2) attitudes towards families with children with disabilities, 3) attitudes towards children with disabilities and inclusive education and 4) attitudes of professionals toward inclusive education.

Social norms and their impact will be measured only to some extent, mainly in the selected regions where UNICEF will pilot intervention related to early childhood intervention. Three aspects of social norms will be explored: a. social norms toward child abandonment, b. social norms toward inclusive education and c. social norms toward child rights.

The study will be carried out within a conceptual model developed by Drexel University. In October 2018, Drexel University under a contract with UNICEF Europe and Central Asia Regional Office (ECARO) developed an operational research protocol and a monitoring and evaluation (M&E) framework to track and assess the results of interventions aimed at changing discriminatory attitudes and social norms towards children with disabilities. The conceptual model and research tools were piloted in the Republic of North Macedonia and will be used for the purpose of the present study. While the conceptual model, developed by Drexel University works with a wider range of C4D constructs (such as attitudes, stigma, discrimination), the primary focus of this study is to examine the prevalent attitudes and social norms. Nevertheless, if additional constructs are determined to be crucial for the analysis, they should be examined too (for example stigma and self-stigma of caregivers of children with disabilities). A table of the Key Constructs of the Conceptual Model that might be explored and measured is attached at the end of the TOR (Appendix 1).

The study will draw on the social ecological model of disability. Since the 1980s, internationally there has been a paradigm shift in the way disability is perceived. The dominant #medical approach# which views disability as a #condition#, attribute of an individual has been gradually replaced by the understanding that a range of barriers in the environment, including physical, social, attitudinal, policies and practices of governments, and the structures of health, welfare, education and other systems limit the opportunities for participation of people with disabilities. This

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new #social perspective# on disability was reflected in the definition of disability introduced by the UN CRPD.

The International Classification of Functionality (ICF-CY) of the World Health Organization provides a conceptual framework of understanding disability, integrating social and ecological dimensions. It defines disability as multidimensional, interactive, including four aspects: 1) body functions and structure; 2) activities; 3) participation; and 4) environmental factors. The present study will largely draw on the framework exploring the environmental factors, with a specific focus on attitudinal barriers and how they contribute to exclusion and limited participation of children with disabilities aged 0-8 years in all relevant domains of life typical for this age group. It will not assess other environmental dimensions - institutional (law, policies, systems), physical (physical accessibility of public infrastructure) or informational barriers. However, the study will consider the attitudes of key professionals providing services or interacting with children with disabilities and explore the link between them and structural barriers.

The disability is defined as #Long-term physical, mental, intellectual, or sensory impairment which in interaction with various barriers may hinder their full and effective participation in society on an equal basis with others# (CRPD, Article 1, 2006). The study should examine the differences in the attitudes depending on two may types of disabilities # physical and intellectual disabilities.

This study will measure the attitudes to children with disabilities and developmental difficulties aged 0-6 years and their families. Although attitudes toward children with disabilities may change over their life course the present study will focus on this particular group as it is relevant for the UNICEF work. It will cover an important transition point in the lives of children # from the family to early years setting and will capture the effect of attitudes on the realisation of children during this period.

The study should include the following main groups:

- caregivers of children with disabilities aged 0-6 years of age;
- caregivers of children without disabilities aged 0-6 years,
- children with disabilities aged 7-14 years;
- children without disabilities aged 7-14 years;
- professionals directly working with children with children with disabilities aged 0-6 years and families, and children of this age group in general. The main focus will be on the following types of practitioners: 1 social workers and staff of social services (residential institutions, residential family-type services and community-based services) and 2. health professionals. In addition, the study will also include a sample of professionals working in the Centres for Special Educational Support;
- policy makers at local and national level involved in the design, monitoring and evaluation of programs/measures focused at children with disabilities and developmental difficulties (from health, education, social and child protection sectors).

To the extent possible the study and analysis should explore the differences in attitudes based on:

- setting: rural/urban;
- ethnicity;
- gender and age;
- type of disability # with a specific focus on two main groups: children with intellectual/behavioural difficulties and physical disabilities
- educational level/professional background # for professionals involved in the study.

Geographical coverage: The study will be implemented nationally, with a more in-depth analysis of the situation in two regions of the country # Sliven and Shumen. At national level the study will focus mainly on attitudes toward children with disabilities. In addition, in the two pilot regions the study will explore also prevailing social norms and their impact on children.

Research audiences:

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The overall findings will inform future programming of UNICEF and its national partners, particularly related to C4D, early childhood intervention and inclusion of children with disabilities. They will be utilised for the purposes of planning, implementation and assessment of C4D activities. Findings are expected to provide evidence to support advocacy for increasing investments in targeted C4D strategies, as part of the national policies and efforts to uphold the rights of children with disabilities. The findings will be relevant for policy makers and professionals, as well as the general public # to raise awareness on the attitudinal barriers to inclusion and build a shared understanding of the need to address it.

Main principles: The study and analysis should be conceptualized and carried out taking into account the following main principles:

- Human rights approach: the provisions of CRC and the CRPD will guide the development, implementation and analysis of the study;
- Equity focus: According to UNICEF #equity-focused# studies use qualitative methods to gain insights into the complex range of political, economic and socio-cultural factors that impede the realization of rights for the most vulnerable and difficult-to-reach children. For children with disabilities, equity refers to having an opportunity to survive, develop and reach their full potential without discrimination, bias or favoritism of the population or a sub-group of it. Therefore, it is critical the present study to examine not only the specific social norms and attitudes toward disability in general but also to explore the situation of different subgroups of children with disabilities and developmental difficulties (based on type of disability, ethnicity, residence, setting # institutional/family, etc.) and assess any specific manifestations of negative attitudes and social norms that contribute to denial of rights and exclusion.
- Social model approach to disability: The analysis should be informed by the social model of disability, which focuses on identifying barriers to participation and the realization of the rights of children created by the society or the physical environment.

IV. Methodology of the study

The methodology will apply a mixed-method approach including both qualitative and quantitative methods at national and local level:

1. Desk review.

The desk review will include a review of literature/research on the impact of negative attitudes, stigma and discrimination on the realization of the rights of children with disabilities, with a specific focus on children aged 0-8 years. It will also provide an overview and analysis of the main findings of existing research on attitudes and social norms toward children with disabilities in Bulgaria carried out over the last 10 years, including UNICEF research. The review will also identify any validated tools for measurement of social norms, attitudes or other relevant concepts in Bulgaria.

2. Quantitative Structured Interviews

The structured interview is formulated as a general tool that can be asked to any of the identified stakeholder groups: caregivers of children with disabilities, caregivers of children without disabilities and professionals (from the education, health and social sectors). Within the structured interview, designations are made for different types of stakeholders, as well as any modifications for different stakeholders.

The structured interview includes sections that collects socio-economic and demographic information about the respondents, explore the respondents# understanding of disability and knowledge on the CRPD definition on disability, as well as attitudes. In terms of attitudes, the following attitudes are explored: general attitudes toward children with disabilities, attitudes towards families with disabilities, attitudes toward inclusive education and attitudes of professionals toward inclusive education.

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Structured interviews will be carried out with the following groups:

- Caregivers (including foster parents) of children without disabilities aged 0-6 years of age # over a nationally representative sample. Suggested minimal size of the sample: 1,000 respondents, with additional representative samples for Shumen and Sliven regions. Gender balance should be sought. Only one caregiver in the household should be included in the sample.
- Caregivers (including foster parents) of children with disabilities and developmental difficulties aged 0-6 years: suggested sample of 400 caregivers, with an additional sample for Sliven and Shumen regions (30 respondents in total for the two regions as minimum). Gender balance should be sought. Only one caregiver from a household should be included in the sample.
- Professionals who work directly with children with and without disabilities aged 0-6 years# social service providers (staff from residential care facilities, including family-type for children with disabilities, child protection departments, day-care centres for children with disabilities, early intervention services and centres for social rehabilitation and integration). Suggested sample (representative for each type of service): representative samples by type of services with an additional sample of 15 respondents for Shumen and Sliven regions each.
- Health care providers # staff of homes for medical and social care of children under 3 years of age, health professionals (GPs/paediatricians and health professionals in maternal hospitals, nurses in nurseries). Suggested minimal sample: 150 respondents, with an additional sample of 10 respondents for Shumen and 10 respondents for Sliven regions;
- Practitioners from the Centres for specialised educational support for children with disabilities (under the Ministry of Education and Science) # at least 30 people.

The study will not measure attitudes of educational professionals (teachers in kindergartens or other professionals working in the national system for early education and care) because in 2016 and 2019 UNICEF conducted a wide study of early school teachers# attitudes toward inclusive education (using standardised tools). Data is currently analysed and will be used to inform the desk research of the present research as well.

3. Focus Group Discussions with caregivers of children with disabilities and caregivers of children without disabilities

The overall purpose of this focus group discussion (FGD) is to validate data obtained in the structured interviews, as well as to obtain some additional insights into the researched issues. The FGD should last between 90 to 120 minutes. The discussion should be interactive, engaging, and empowering. Ideally, there should be 8-12 participants in the group.

It is suggested to have as a minimum 4 focus groups of caregivers of children with disabilities (2 # of children with physical disabilities and 2- of children with intellectual/behavioural difficulties) and 3# without disabilities. Special attention will be paid to the inclusion of caregivers from poor households, marginalised communities and parents from ethnic minorities. Gender balance should be also ensured.

Case studies

It is expected that the research agency will prepare 4 case studies to illustrate and provide insight into the prevailing negative attitudes toward children with disabilities and their families and how they contribute to exclusion and violation of the rights of children with disabilities.

4. In-Depth Interviews with Children with disabilities aged 7-14 years

The overall purpose of this in-depth interview (IDI) is to enrich the obtained in the structured interviews with caregivers data with the perspectives of children with disabilities. The interview should be interactive, engaging, and empowering and use appropriate approaches. The research agency should envisage participation of qualified special educators to facilitate the interviews (particularly with children with intellectual difficulties). Suggested number of interviews: up to 20 # for children with intellectual/behavioural difficulties and 20 # for children with physical difficulties. Additional 10 interviews at least with children with disabilities should take place in Shumen and Sliven regions each. Younger children will not be interviewed as the experience shows that it is difficult for them to recall and define their experience related to attitudes and social norms.

Special attention will be paid to the inclusion of marginalised and vulnerable groups, such as children from institutions (including family type), children from ethnic minorities, to ensure their voices and unique experiences

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are reflected in the discussions. Gender balance should be ensured.

5. In-Depth Interviews (or focus group discussions) with Children without disabilities aged 7-14 years
Suggested number of children covered: 30 (approx. 3-4 focus groups). In addition, at least 8 children from Shumen and 8# in Sliven region should be interviewed.
Special attention should be paid to the inclusion of marginalised and vulnerable groups, such as children from ethnic minorities, poor families, etc. Gender balance should be ensured.

6. In-Depth Interviews with Professionals at senior level and policy makers from relevant national and local authorities
The IDIs with professionals are conducted to provide more detail for the constructs covered in the structured interview tool. The suggested number of interviews: 30 in-depth interviews with different professionals from health, social and educational sectors at local and central level at more senior and management position. The sample should include interviews in Sliven and Shumen regions.

7. Special vignettes for measuring social norms
A set of specially-designed vignettes are available to measure social norms toward children with disabilities. Stakeholders will be presented with two vignettes: one describing a scenario involving a child with physical impairments and a second describing a scenario with a child with intellectual impairments. The study will examine social norms toward child abandonment, toward inclusive education and the rights of children with disabilities. The vignettes will be used for social service providers, health and educational practitioners (in Shumen and Sliven regions -over a sample of 30 professionals in every region).

The mix of qualitative and quantitative data collection methods will help provide a comprehensive analysis of the prevailing attitudes toward children with disabilities and how they affect the realisation of their rights in Bulgaria. The quantitative part will provide information on the prevalence of negative attitudes and will be used as a basis for development, implementation and monitoring of C4D interventions and advocacy. The qualitative aspects (both interviews/FGDs) will help in-depth exploration of the attitudes and social norms, as well as will help examine how they affect the rights of children.

The methodology for the study, including data collection tools is developed by Drexel University. It is expected that the Research agency will adapt it and if needed expand it to address the research questions in close consultation with UNICEF CO in Bulgaria.

** Using CAPI

Computer-assisted personal interviewing (CAPI) software to conduct the quantitative interviews is expected to be used in the current study. When applicable online data collection should be also ensured.

Sample:

The above suggested sample sizes are indicative, and the research agency shall propose sample size in accordance with the given above criteria (representation or saturation # for the qualitative survey). It should ensure thorough and quality analysis in line with the research questions. The sampling frame should cast a wide net and recruit from a wide range of locations. It should ensure that different dimensions of attitudes based on age, ethnicity, residence, gender, education or professional domain are captured.

As collecting data on rare, hidden, and/or dispersed populations, such as children with disabilities and their caregivers, can be a substantial challenge, a number of strategies to study these #hard to reach# populations needs to be considered such as #snowball sampling# or #probability sampling# or other methods. Reaching out to organisations of people with disabilities, parent organisations, informal groups may support the process. The research team needs to propose a feasible and reliable sample method ensuring quality research data.

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Data sharing requirements and procedures: The research company/organization is responsible for ensuring that all data collected is stored and protected appropriately throughout the whole process of study. The research agency needs to set up a system to ensure that personal data is accessible only to the members of the research team and is transferred securely between research team members, as well as with UNICEF. Protected coded files and aggregated data will be submitted to UNICEF as deliverables. If cloud-based storage is used, limited sharing rights should be established. Release and access to data by third parties will be done in accordance with a procedure agreed with UNICEF and after permission from UNICEF. A detailed procedure for data protection should be included in the proposal for the research and approved by UNICEF before the study is initiated.

Ethical considerations and quality assurance:

The research should be designed and carried out in accordance with the ethical standards set in the UNICEF Procedure for Ethical Standards in Research, Evaluation, Data Collection and Analysis (Attached as Appendix). Eligible proposals will need to explicitly consider ethical issues that may arise as well as appropriate mitigation strategies. The study design and implementation should incorporate safeguards to avoid stigma, discrimination, any form of harm to children and their caregivers, to ensure confidentiality and protection of personal data, protection of the rights and the dignity and welfare of all respondents, their families and communities. Since the study involves human subjects, all methodological materials developed will be subject to external ethical review (quality assurance and ethical clearance), organized by UNICEF or by the research agency. If the study requires Institutional Review Board Approval, the process of obtaining ethical clearance should be described.

The research agency is required to clearly identify in its proposal any potential ethical issues and approaches, as well as the processes for ethical review and oversight of the evaluation process. The inception report should further elaborate on them including appropriate mitigation strategies to address any potential ethical issues. Participation in the research should be voluntary and the identity of the respondents should be protected. The inception report should also describe procedures for obtaining informed consent and preserving privacy and confidentiality of the respondents.

Specific activities to be completed

Research agency: The research agency will be responsible for the following activities:

- Conduct desk review of studies/ scientific evidence on the effect of negative attitudes, stigma and social norms on inclusion and rights of children with developmental difficulties and disabilities, with a specific focus on children 0-8 years of age. The review should include analysis of secondary data on research on attitudes toward children with disabilities in Bulgaria;
- Adapt and further develop the methodology provided by Drexel University covering research object and subjects, theoretical framework, data collection methods, analytical methods. The methodology will outline the proposed sizes for the samples of the quantitative studies and sampling methods. It will contain an ethics section where potential ethical risks will be presented, along with mitigation strategies.
- Draft an Inception report containing the study methodology and all relevant documents.
- Validate the original tools through forward and back translation.
- Organize and conduct testing of data collection instruments; finalize the instruments.
- Organize and conduct training of the data collectors involved in primary data collection;
- Organize and conduct primary data collection in line with the approved methodology.
- Monitor primary data collection and ensure quality control;
- Data entry and clearance;
- Statistical analysis of the primary data; data coding for the qualitative part
- Develop a draft analytical report with study findings and recommendations for addressing negative attitudes.
- Develop final report incorporating the recommendations/comments of the national stakeholders.
- Presentation of the outcomes of the assessment (the study report) to key stakeholders.

UNICEF: UNICEF will:

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- provide the methodology developed by Drexel University, as well as other relevant documents (for example relevant research).
- organize a separate training for the main research team on the methodology with participation of an external organization familiar with the original methodology developed by Drexel University. All expenses related to the training will be covered separately by UNICEF and should not be included in the proposal.

Timeline of the main activities

INCEPTION PHASE

1. Desk review completed and provided to UNICEF for review- Research agency - by 25th of October 2019
2. The methodology developed by Drexel University is adapted and an inception report developed, sample and final participants defined - Research agency by 1st of November 2019
3. Obtaining ethical clearance - UNICEF and the research agency-- by 5th of November 2019
4. Review and feedback on the draft inception report - UNICEF and national stakeholders - by 15th of November 2019
5. Submission of the final inception report- Research agency - by 1st of December 2019

Field work and analysis

1. Training of the core research team, provided by an external organization involved by UNICEF - UNICEF and research agency - 20th # 30th of November 2019
2. Orientation/training of data collectors - UNICEF and the research agency - by 6th of December 2019
3. Testing of data collection tools and their final adaptation - Research agency - by 15th of December 2019
4. Primary data collected - Research agency - by 31st of January 2020
5. Data processing: coding, data entry, cleaning of data, statistical analysis and qualitative analysis - Research agency - by 29th of February 2020

ANALYSIS

1. First draft of the analytical report submitted to UNICEF - Research agency - by 29/02/2020
2. The first drafted reviewed by UNICEF and comments provided - UNICEF team - by 10/03/2020
3. 2nd draft of the analytical report submitted to UNICEF - Research team and research agency - by 20/03/2020
4. Research findings validated at a meeting with participation of national stakeholders - UNICEF CO and national stakeholders - by 25/03/2020
5. The final report with incorporated changes, comments and recommendations received from the relevant stakeholders submitted to UNICEF - Research agency - by 01/04/2020

DISSEMINATION

Dissemination of the findings - UNICEF team

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Expected outputs/deliverables to be provided

The following deliverables are expected. The deliverables exact timeline and deadlines will be agreed with UNICEF once research agency is selected.

1. Des# review: max 15 pages without annexes in Bulgarian.
2. First draft of the inception report including the amended methodology of the study:

The inception report should include methodological approach and rationale for choosing specific research methods (sampling approach, data collection tools, data analysis and reporting); mechanisms for quality control; limitations of the methodology, along with mitigation strategies; proposed work plan; annotated outline of the study; outline of the potential ethical issues and mitigation strategies; data storage and data handling # procedures for ensuring data confidentiality, how, where and for what period data will be stored and accessed, procedures for release of data; data collection tools to be used in the study (as Annex); Informed consent sample (as Annex), etc. The report should be submitted in Bulgarian.

3. Final Inception report in Bulgarian.
4. First draft of the analytical report (the elements of a quality report are included as Appendix to the present TOR). The report should be maximum 40 pages without the annexes, in Bulgarian.
5. Second draft of the analytical report with incorporated recommendations received during the validation meeting, max. 40 pages without the annexes.
6. Summary of the main research findings # max. 2-3 pages in Bulgarian and English language.
7. One ppt presentations on the research findings.

Qualification/Requirements

The prospective candidates need to demonstrate that they have the technical and institutional capacity to deliver a quality study. As a minimum, the proposed team and research agency is required to have:

- # Sufficient capacity and professionals network to implement large scale studies.
- # Previous experience in conducting studies related to children with disabilities;
- # Expertise in quantitative and qualitative social and behavioral research, especially on attitudes and social norms;
- # Experience with participatory research;
- # Proven ability to conduct training, guidance, and supervision of field operators
- # Experience in using CAPI
- # Access to experienced data collectors
- # Excellent communication and presentation skills
- # Multilingual team to assist with translation of the tools into local language(s)

Timeframe and duration.

The research is expected to be carried out during the period October 2019 # April 2020.

V. Communication and dissemination

Communication and dissemination on the content of the study is the responsibility of UNICEF. All communication and dissemination activities related to the research and carried out by UNICEF or the research

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organization/company will strictly follow the UNICEF Guidance on External Academic Publishing (attached as Annex).

The study report will be shared with other UNICEF country offices and the UNICEF Headquarter. At national level, the study findings will be used to inform UNICEF programming and communication for development strategies for promoting inclusion of children with disabilities in all relevant domains of life. They will be disseminated in through appropriate channels to different audiences, including through social media, different forums, through the UNICEF website and the sites of UNICEF partners.

VI. Management, monitoring and evaluation of the assignment

The selected research agency will work under the direct supervision of the UNICEF Communication for Social Change Officer, in close collaboration with ECD Officer and other relevant UNICEF staff members. It will keep a close contact with UNICEF and is expected to provide timely information on the progress, constraints and any changes in the agreed methodology. UNICEF should validate all steps of the process and approve all deliverables.

The study methodology and findings will be also reviewed by a Reference groups established by UNICEF to support its program interventions in the area of early intervention. The group consists of representatives of the Ministry of Education and Science, Ministry of Health, Ministry of Labour and Social Policy, the State Agency for Child protection, National centre for Public Health and Analysis representatives of national stakeholders, civil society organisation and organisations of people with disabilities.

The performance of the research agency will be evaluated against the following main criteria: timeliness, responsibility, initiative, communication and quality of the deliverables submitted. In case of consistent failure to deliver activities in accordance with the agreed time line, poor quality of study documentation (methodology, tools etc) and poor quality of required analysis, the contract may be terminated by notification letter sent 5 days prior the termination date.

VII. Payment Schedule

Payment will be made upon delivery of the agreed deliverables in three installments:

- 30% upon the provision of the final inception report and completion of training for data collectors;
- 40% upon the provision of the first draft of the analytical report
- 30% upon submission of the final analytical report;

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

VIII. Ownership

UNICEF will have sole ownership of the study methodology (including data collection tools), all primary data collected and developed deliverables; no parts of the methodology, analysis or research findings will be reproduced or shared with third parties without the permission of UNICEF. The use of study documentation (methodology, tools, etc.), datasets and research findings shall be in accordance with the UNICEF General terms and Conditions, as well as the UNICEF Guidance on External Academic Publishing.

SPECIAL NOTES

A.0 SPECIAL NOTES

A.1 PURPOSE OF THE RFP

The purpose of this RFP is to invite research agencies to submit a proposal to execute a study on attitudes and social norms towards children with disabilities and developmental difficulties in Bulgaria, with a specific focus on children aged 0-6 years.

A.2 FORECAST SCHEDULE

Closing date and time for submission of full proposal:
17:00 h on 7 October 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 30 September 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:

- A.4.1. Request for Proposal Form;
- A.4.2 Technical Proposal;
- A.4.3 Price Proposal
- A.4.4 Court registration in Bulgaria

Full proposals should be submitted in ENGLISH and must be received at UNICEF in Bulgaria office not later than 17:00 h on 7 October 2019, duly signed and dated.

Proposals received after the stipulated date and time will be rejected.

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: 19-05 for Study on attitudes and social norms towards children with disabilities and developmental difficulties in Bulgaria, with a specific focus on children aged 0-6 years

Address: 87 Kniaz Aleksandar 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

#. 5. Technical proposal

Technical proposal in max. 10 pages clearly indicating how the applicant intends to achieve the expected results, including sampling (full description of the methodology and tools will be provided by UNICEF to the selected research agency/organization for information, but they it is expected that they will be adapted and further developed to the scope of the objectives and scope of the research). The Technical Proposal should address all aspects and criteria outlined in this Request for Proposal, especially in the Terms of Reference.

- Proposed core research team with detailed CVs of all members demonstrating the required expertise for the research.
- Abstracts of similar work along with publication reports, where applicable (provide links).

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

The Financial Proposal should be realistic and appropriate to the methodology. It should include all relevant costs related to the study implementation for:

1. Desk review
2. Inception report, including cost for adapting the research methodology and research tools, validation of tools (forward and back translation), preparation of report
3. Testing of data collection tools
4. Training of data collectors (excluding the cost of the training of the core research team to be carried out external organisation involved by UNICEF)
5. Cost of primary data collection: quantitative and qualitative. Under this category the agency should provide the cost per 1 quantitative structured interview, 1 focus group, 1 in-depth interview, etc. in accordance with the suggested methodology. The cost should include data collection, monitoring and quality control, transcription and coding of qualitative data, other relevant cost
6. Analysis costs, including data cleaning, data entry, statistical data analysis and analysis in line with the research questions
7. Report writing costs
8. Other as applicable (presentation of research findings)

The currency of the proposal shall be in Bulgarian Lev (BGN).

Any activity described in the Technical Proposal but not priced in the Financial 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.6. 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.7. PROPOSAL EVALUATION

Technical Proposals received will be evaluated against the evaluation criteria as below:
Technical Proposal: 70 points

1.1 Overall response: 20 points
Overall correspondence between ToR requirements and proposal (methodology, specific tasks, deliverables, timeframe):

1.2. Research team expertise and knowledge related to quantitative and qualitative social and behavioral research, especially on attitudes and social norms, preferably toward children with disabilities- 25 points

1.3. Organization#s/company#s profile and previous track record in conducting research on issues related to children and families and particularly on social norms, as well as institutional capacity to implement large scale research # 25 points

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

2. Financial Proposal: 30 points

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

The price proposals should be submitted in the budget breakdown template. Applying companies should submit estimated budget in Bulgarian BGN, with detailed indication of costs for each activity/budget category based on the list of deliverables.

The total amount of points allocated for the price component is 30. The maximum number of points will be allotted 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.8. CONTRACTUAL TERMS AND CONDITIONS

The UNICEF General Terms and Conditions are attached and will form part of any contract resulting from this RFP.

Attachments:

- RFP form, including Terms of Reference and General Terms and Conditions

INSTRUCTION TO PROPOSERS

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/RFPS. 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.

ANNEX A GENERAL TERMS AND CONDITIONS

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.

"Disabling 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.

Contractor's "Personnel" means the Contractor's officials, employees, agents, individual sub-contractors and other representatives.

"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 of Contract, UNICEF's Policy Prohibiting and Combatting 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 and delivery 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, at its option:

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(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"), it 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 payment 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

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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 amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

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, accurate 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 work 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

Intellectual Property and Other Proprietary Rights

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 completely 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 fulfil 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 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 breaching 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.

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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 on account 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 performance of 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, in order 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 of any United 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 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, (a) in 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 exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle

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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 to 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 persons 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 venturers.

11.4 The Contractor will not, without the prior written consent of UNICEF, assign, transfer, pledge or make 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.