February 2026

Becoming a supplier to UNICEF
Guidance on standard contractual clauses

Contents

1. Introduction

The United Nations Children's Fund (UNICEF) is privileged to have the support of a wide range of suppliers and service providers[1] that have helped UNICEF to achieve its mission and contribute to the fulfilment of the Sustainable Development Goals.

Supplies are essential to fulfil children's rights and support child survival and development programmes around the world. UNICEF-procured supplies are critical in providing for children's health, education and protecting them from abuse, exploitation, and neglect.

UNICEF also procures essential products on behalf of governments and other partner organizations, as its network of suppliers and partners allows it to support them in achieving more for children. These procurement services can also include in-country logistics, capacity building, and project management.

The purpose of this Guidance is to help explain some of the key legal and policy principles that guide UNICEF's operations and its engagement with suppliers and service providers.

> When a supplier submits a proposal to a UNICEF solicitation process, the supplier is required to confirm that it accepts UNICEF's general terms and conditions and notes that any proposed amendments or additional terms to those terms, may negatively affect the evaluation of the proposal. We therefore strongly recommend that new and existing suppliers to UNICEF read this Guidance before they submit their proposal or bid to better understand UNICEF's context and the position in relation to UNICEF's general terms and conditions.

2. UNICEF Legal Status – Privileges & Immunities

[*Section 9 UNICEF GTCs - Goods and Services*]

UNICEF is a subsidiary organ of the United Nations, established in 1946, as the primary child-rights focused programme of the UN. This means that UNICEF has the benefit of privileges and immunities under the 1946 Convention on the Privileges and Immunities of the United Nations (commonly known as the "General Convention").

The General Convention has been ratified by 162 member states, and the privileges and immunities contained in the General Convention have either been enacted into national legislation or reflected in bi-lateral agreements between UNICEF and the government of each member state. For example, the United States of America's International Organizations Immunities Act, Public Law 79-291 or the United Kingdom's International Organisations Act 1968, or bi-lateral agreements such as the Basic Cooperation Agreements between UNICEF and the governments of each programme country which have the status of treaties and are published here: UN Treaties Repository.

All UNICEF's contracts with suppliers must include a provision preserving UNICEF's privileges and immunities under international law. This requirement is closely linked to other clauses in the UNICEF General Terms and Conditions (GTCs), including those relating to governing law and dispute resolution.

[1] The terms supplier and service provider are used interchangeably for the purposes of this guidance. The Information contained in this guidance will equally be relevant for bidders when competing for contracts with UNICEF.

It is essential that contracts with suppliers preserve UNICEF's privileges and immunities because these legal protections enable UNICEF to operate independently and effectively in diverse and sometimes challenging environments. By ensuring that supplier contracts do not undermine UNICEF's unique legal status, the GTCs safeguard UNICEF's operational integrity and its capacity to deliver results for children globally.

3. Use of UNICEF Standard Contractual Texts

To ensure that the requirements related to UNICEF's unique status and regulatory framework (including those explained in this document) are adequately protected and reflected in UNICEF's commercial contracts, UNICEF has developed standard contractual texts governing the supply of goods and services to UNICEF. UNICEF's standard contractual texts are consistent with those of other entities in the UN system. UNICEF's General Terms and Conditions of Contract (GTCs) are non-negotiable.

Supplier contracts generally contain terms and conditions that are inconsistent with UNICEF's status as a United Nations organization, the privileges and immunities accorded to it, UNICEF's financial regulations and rules, and/or other regulatory documents, the conditions related to the financing of supplier contracts, and UNICEF's operations worldwide. UNICEF concludes tens of thousands of contracts each year with a huge range of suppliers; UNICEF's operations are not set up (nor resourced) to accommodate deviations from UNICEF's standard terms and conditions. Accepting a supplier's terms may expose UNICEF to risk, thereby diminishing its ability to deliver results for children. For these reasons, it is UNICEF's firm position to contract with its suppliers using UNICEF's own standard contractual texts.

4. Delivery

[*Section 2 UNICEF GTCs Goods & Services*]

UNICEF expects its suppliers to provide goods and services that conform to the highest technical standards and requirements and in a timely manner. UNICEF's standard contractual texts include provisions, including fundamental representations and warranties, governing (a) the conformity of goods and services to the quality, quantity and other specification stated in the contract, (b) inspection, and (c) the timeframe for its delivery to ensure that UNICEF and its suppliers can effectively work together for the benefit of children.

UNICEF places great importance on ensuring that all goods and services provided by its suppliers meet high technical standards and are delivered on time.

This is essential because it guarantees that resources intended for children are of the right quality, quantity, and delivered when needed. By including clear contractual provisions on quality, inspection, and delivery timelines, UNICEF can maintain strong partnerships with suppliers and uphold its commitment to efficiency and accountability—ultimately ensuring that children receive the support they deserve without delay.

5. Financial Responsibilities and Liabilities

[*Sections 4.6, 4.7, 4.9 GTCs Goods, 4.4, 4.5, 4.7 GTCs Services*]

UNICEF is entirely voluntarily funded and accepts contributions from governments and private sector partners to support UNICEF's mission and programmes. The expectation is that those funds are used by UNICEF for its programmes for children, subject only to the normal administrative costs of running the organization. Under its financial regulations and rules, UNICEF cannot put those funds that have been entrusted to it by its donors for programmes for children at risk by accepting financial liability in the forms described below. To protect resources and maintain trust, UNICEF cannot assume financial liabilities that could divert funds away from its mission or compromise its legal status as a UN organization.

Moreover, UNICEF and its suppliers are different kinds of organizations, with different levels of resources and risk appetite. Generally, the risk of a contractual relationship will not be equally balanced – usually, the supplier is more likely to be the source of the risk and is therefore better placed to mitigate the risk.

UNICEF expects its suppliers to stand behind, and be responsible for, the goods or services that they are providing to UNICEF. UNICEF therefore expects its suppliers to indemnify, hold and save harmless and defend UNICEF, its employees and its funders from and against all suits, claims, demands, losses and liability that arising out of the acts or omissions of the supplier or its personnel. An indemnity is an allocation of risk to the supplier for things that the supplier should normally be responsible for.

UNICEF cannot indemnify its suppliers. If UNICEF were to agree to indemnify its suppliers, it may be required, under financial accounting rules, to maintain a reserve for (or obtain insurance for) such indemnities – which would mean donor funds being used to subsidize that risk to UNICEF. This is an unacceptable principle to most donors, and would divert funds away from UNICEF's programmes for children. Moreover, UNICEF cannot defend third party claims which involve court proceedings against a supplier. This is because, as outlined above, as a United Nations organization, UNICEF enjoys certain privileges and immunities under international law that mean that it cannot enter into court processes.

6. Insurance

[*Section 4.8 GTCs Goods, 4.6 GTCs Services*]

The insurance provisions in UNICEF's General Terms and Conditions of Contract provide essential safeguards in case a supplier's indemnification obligations under the contract are triggered. They are standard terms that apply universally to commercial engagements in the UN system.

Two key safeguards are the requirements for suppliers to name UNICEF as an insured and to secure a "waiver of subrogation" from their insurance provider in respect of claims against UNICEF.

- Naming UNICEF as an additional insured under the supplier's polices is required, such that if the supplier is unable to do so, UNICEF may itself submit claims for insurance coverage directly to the insurance carrier in question. This is vital as an extra layer of financial protection for UNICEF in case a supplier does not fulfill its obligations or fails to meet its indemnity obligations. By being named as an additional insured, UNICEF can directly access insurance coverage if the supplier cannot fulfill its responsibilities, ensuring that donor funds are not used to cover unexpected risks.

- While insurance providers typically have subrogation rights under their policies, it is required for an insurance provider to waive their right of subrogation with respect to UNICEF to preserve UNICEF's privileges and immunities. The waiver of subrogation is important because it prevents insurers from pursuing claims against UNICEF under national jurisdiction.

Together, these safeguards help maintain UNICEF's financial integrity, protect its legal status, and ensure that resources remain focused on programmes for children rather than on managing liabilities.

7. Tax

[*Section 3.3 GTCs Goods & Services*]

The Supplier is required not to apply VAT or other taxes and charges to UNICEF invoices. UNICEF reserves the right to reject invoices that include VAT or such other charges.

This is because, as a United Nations organization[2]:

- UNICEF is exempt from direct taxes except for charges related to public utility services. It is also exempt from customs duties and similar charges on goods imported or exported for its official use as provided under Article II, Section 7 of the General Convention.
- UNICEF is generally exempt from indirect taxes, such as VAT or taxes of a similar nature. (This is usually reflected in UNICEF's direct agreement with the host country, and is also addressed in Article II, Section 8 of the General Convention).

UNICEF's standard contractual texts contain terms requiring suppliers to cooperate with UNICEF's efforts to make sure that this exemption from VAT and other indirect taxes is respected. For example, if a governmental authority refuses to recognize UNICEF's exemption from taxes, restrictions, duties or charges, the supplier is expected to immediately consult with UNICEF to determine a mutually acceptable way forward.

UNICEF's tax exemptions ensure that donor funds are used entirely for programmes benefiting children and allow UNICEF to maximize the impact of every contribution. Suppliers play an important role in supporting this by cooperating with UNICEF to ensure these exemptions are applied correctly, particularly for value-added taxes and similar charges. This helps maintain financial efficiency and accountability, which are essential to UNICEF's mission.

8. Import/Export Restrictions

[*Section 3.3 GTCs Goods & Services*]

As a United Nations organization,[3] UNICEF is exempt from domestic import and export restrictions for goods imported or exported by UNICEF for its official use. This is addressed in Article II, Section 7(b) of the General Convention. This means that UNICEF is not subject to national or international sanctions regimes.

In practice, export laws in the supplier's country often include exemptions that reflect UNICEF's status (e.g. the humanitarian exemption under EU sanctions regulations). These may apply specifically to United Nations entities or more broadly to humanitarian and development organizations or shipments. These exemptions typically cover UNICEF.

[2] See Section 2 above to find out more about UNICEF's Legal Status and the Privileges & Immunities applicable to UNICEF as a United Nations organization.

[3] See Section 2 above to find out more about UNICEF's Legal Status and the Privileges & Immunities applicable to UNICEF as a United Nations organization.

UNICEF understands that its suppliers must comply with applicable laws and will make reasonable efforts to support them in meeting these obligations. This may include providing information that helps the supplier show the relevant authority that an exemption applies to UNICEF or to the specific shipment.

Exemptions from import and export restrictions allow UNICEF to move goods quickly and efficiently for its programmes without delays or added costs. These exemptions, recognized under international law and often reflected in national regulations, ensure that critical supplies—such as medicines, nutrition products, and emergency relief items—reach children and communities on time. While suppliers must comply with local laws, UNICEF supports them by providing documentation to confirm that these exemptions apply. This cooperation helps avoid unnecessary administrative hurdles and keeps the focus on delivering life-saving assistance where it is needed most.

9. Intellectual Property

[*Section 5.1 GTCs Goods & Services*]

As a UN agency working for the public good, it is UNICEF's position to share the benefit of the intellectual property arising from any contract, and the knowledge gained through those contracts, with stakeholders and beneficiaries and more generally for the public good. Consistent with that intention, UNICEF applies the following principles with regard to research, data, software, tools, know-how or other intellectual property or proprietary information ("Intellectual Property") shared between UNICEF and its suppliers or collected or developed as part of their contract.

For new intellectual property: In accordance with UNICEF's regulatory framework, all intellectual property rights which are developed for UNICEF for the purpose of a contract must belong to UNICEF. This in turn allows UNICEF to make that Intellectual Property available to other stakeholders and programme partners, in accordance with the expectations of UNICEF's donors and stakeholders. Therefore, UNICEF's general terms and conditions provide that:

- UNICEF retains full ownership of all Intellectual Property and proprietary rights—including patents, copyrights, and trademarks—related to products, processes, inventions, ideas, documents, data, and other materials that are:
    - developed specifically for UNICEF and bear a direct relation to the work performed under its contracts; or
    - created, compiled, or produced as a result of activities carried out in the course of performance under its contracts.
- Suppliers must take all necessary steps and sign any required documents to ensure these intellectual property rights are properly secured for UNICEF.
- Where relevant and appropriate, Intellectual Property developed through a supply contract may be made available to the public on appropriate open source or creative commons terms.

Pre-existing or independently developed Intellectual Property: UNICEF respects the intellectual property rights of its suppliers for any work that existed before engaging with UNICEF or was developed independently of that relationship ("Background Intellectual Property"). UNICEF does not claim ownership of such Background Intellectual Property. However, to the extent that such Background Intellectual Property is necessary for the continuing use of any deliverable under the contract for UNICEF's programmes or operations, UNICEF does require suppliers to grant UNICEF a perpetual, non-exclusive, royalty-free license to use this Background Intellectual Property for the purposes and requirements outlined in its contracts.

The reason for the licence to UNICEF is to ensure that the deliverables and output of the contract can continue to be used by UNICEF following expiry of the contract for all of its programmes and operations.

UNICEF's approach to intellectual property ensures that innovations, tools, and knowledge developed through its contracts can be shared widely for the benefit of children and the public good. By retaining ownership of new intellectual property created under its contracts, UNICEF can make these resources available to partners, stakeholders, and, where appropriate, the public—maximizing their impact beyond a single project. At the same time, UNICEF respects suppliers' pre-existing intellectual property, requiring only a license to use it for UNICEF's purposes. This balance protects suppliers' interests while ensuring that donor-funded work contributes to broader humanitarian and development goals, fostering collaboration and long-term benefits for children worldwide.

10. Treatment of Personal Data and Sensitive Data

[*Sections 5.5-5.11 GTCs Services*]

It may be necessary for suppliers to process personal data in order to carry out the services and deliverables contracted for, or as otherwise requested by UNICEF. Any such processing of personal data must be carried out in line with UNICEF Policy on Personal Data Protection, which is aligned with international best practices consistent with the UN system's data protection principles, as set out in the UNSCEB Personal Data Protection and Privacy Principles.

Suppliers must provide their services and deliverables in accordance with best practices and applicable laws and apply data protection standards in that are equivalent to those set out in UNICEF's Policy on Personal Data Protection. For example, we expect suppliers to take appropriate measures to protect personal data throughout its lifecycle, including collection, storage, processing, use, and disposal.

In general, UNICEF will be the controller, and suppliers will be the processors of personal data processed for the purposes of carrying out the services or deliverables under the contract. Suppliers are expected to comply with UNICEF's standard Data Processing Agreement (DPA) included in the contractual documentation. For higher risk processing activities, UNICEF may require suppliers to comply with a schedule attached to the DPA that sets out more detail on the processing.

In accordance with the confidentiality obligations in UNICEF's general terms and conditions, Suppliers must provide special protection to "non-personal data in a sensitive context**"** which means information, in any form, that, while not relating to an identified or identifiable natural person, may, by reason of its sensitive context, put certain individuals and groups at risk of harm, including vulnerable or marginalized individuals and groups of individuals.

Protecting personal data and non-personal data in a sensitive context is critical to safeguarding the privacy and security of individuals, especially children and vulnerable populations. UNICEF's policy aligns with international best practices and UN system principles to ensure that any data processed by suppliers is handled responsibly and securely. By requiring suppliers to apply equivalent standards and sign DPAs, UNICEF manages risks such as data breaches or misuse of data. This approach ensures compliance with in UNICEF's Policy on Personal Data Protection, maintains trust with stakeholders, and upholds UNICEF's commitment to ethical and transparent practices—so that personal data is protected throughout its lifecycle while delivering services for children.

11. Ethical Standards

[Section 7 GTCs Goods & Services]

It is a key principle of UNICEF that it can only engage with responsible suppliers that share a commitment to meet high ethical standards. UNICEF's enforcement of ethical standards is rooted in its mission to uphold human rights, protect children, and maintain institutional integrity. These ethical standards are foundational to UNICEF's operations, partnerships, and global reputation.

UNICEF's suppliers' commitment to high ethical standards is essential to the success of UNICEF's mission, both in the wider context of setting an example and helping to achieve a better world for all and also in preserving UNICEF's independence and reputation. Suppliers' ethical conduct directly affects UNICEF's ability to operate independently, maintain trust with donors, governments, and communities and set a global example of responsible procurement.

While suppliers maintain their own ethical standards or corporate codes of conduct, UNICEF cannot rely solely on such internal frameworks. Suppliers' standards vary significantly in scope, enforcement mechanisms, transparency, and alignment with international human rights norms, and may be influenced by commercial priorities, local regulatory gaps, or inconsistent implementation across jurisdictions. Relying exclusively on a supplier's internal standards would create inconsistency and expose UNICEF to practices that may fall short of the organisation's obligations under international law and its mandate to protect children. Moreover, UNICEF does not have the resources to review all suppliers' own ethical standards and regulations and therefore relies on suppliers to contractually confirm that they can comply with UNICEF's ethical standards.

UNICEF's ethical standards are reflected in its standard contractual texts and are consistent with the principles of the UN Supplier Code of Conduct.

In addition, a core ethical principle for UNICEF is compliance with the Convention on the Rights of the Child, which guides UNICEF in all its operations, programmes and partnerships. These principles are grounded in human rights and include prohibitions on forced labour and child labour, prohibitions on manufacturing mines or cluster bombs, prevention of sexual exploitation and abuse, safeguarding of children, and anti-bribery standards.

By contractually embedding these requirements, UNICEF ensures that a uniform, externally accountable, and enforceable ethical baseline applies to all suppliers, regardless of their internal policies or the legal standards applicable in their place of operation. This approach allows UNICEF to actively monitor compliance, investigate allegations, and take corrective or protective measures where necessary, rather than passively relying on supplier self-assessment.

UNICEF strictly enforces a policy of zero tolerance concerning unethical or fraudulent acts of suppliers. Accordingly, any UNICEF supplier suspected of involvement in proscribed practices may be suspended or forbidden from continuing business relations with UNICEF.

These terms exists to ensure that UNICEF's procurement activities never undermine the very rights, values, and protections that the organization is mandated to uphold. As a publicly funded organization working with children in some of the world's most vulnerable contexts, UNICEF depends on the absolute trust of donors, governments, and affected communities. Any association with unethical business practices would directly compromise this trust, expose children and communities to harm, and jeopardize UNICEF's ability to deliver life-saving assistance. By embedding strict ethical requirements into its contracts, UNICEF both protects its mission and uses its purchasing power to promote responsible business conduct globally, reinforcing positive change beyond its direct operations.

12. Audits and Investigations

[*Section 8 GTCs Goods & Services*]

UNICEF is committed to maintaining the highest standards of transparency, accountability, and integrity in all its operations and transactions with suppliers.

In order to meet this commitment, UNICEF may occasionally need to conduct inspections, post-payment audits or investigations into its contracts with suppliers. This could relate to any aspect of the contract with the supplier, such as the award of the contract, the way in which the contract operates or operated, and the parties' performance of the contract generally. For example, the supplier's compliance with the ethical standards stated in the UNICEF General Terms and Conditions.

UNICEF expects its suppliers to fully and promptly cooperate with inspections, post-payment audits, or investigations. This includes making its personnel, relevant data and documentation available to UNICEF and granting UNICEF access to premises as needed for this purpose. It also extends to suppliers' subcontractors and agents, such as attorneys, accountants, or advisers. This requirement is qualified by reasonableness.

This is because as a steward of resources provided for the benefit of children worldwide, UNICEF must be able to demonstrate full accountability and transparency in its supply chain. Inspection, audit, and investigation rights are essential tools to prevent, detect, and address fraud, misconduct, or misuse of funds, and to safeguard the credibility of UNICEF's operations. By requiring suppliers and their subcontractors to cooperate fully, UNICEF can detect and prevent fraud, misconduct, or operational issues early, protecting its reputation and maintaining trust with donors and stakeholders. Ultimately, these safeguards help ensure that resources remain focused on delivering results for children.

13. Compliance with Local Laws and Regulations

[*Section 9.2 GTCs Goods & Services]*

UNICEF expects and understands that suppliers will need to comply with local laws applicable to the supplier. UNICEF will endeavor to cooperate with the supplier and so long as such cooperation does not affect its status as a United Nations organization.

UNICEF, however, is not subject to any national law because that would constitute or be deemed an express or implied waiver of UNICEF's privileges and immunities under international and national law. This extends to UNICEF's compliance with sanctions, i.e. UNICEF complies with the United Nations Security Council's sanctions list, and it is the only sanctions list it can follow.

UNICEF functions within a comprehensive regulatory framework that includes regulations, rules, policies, and procedures guiding its operations and interactions with private sector partners. This framework is based on decisions made by the UN General Assembly and UNICEF's Executive Board, and it is acknowledged by all UN Member States through their participation in the UN General Assembly. UNICEF must adhere to this regulatory framework in all activities, providing assurance to suppliers and other stakeholders about its systems and operations. This regulatory framework forms the foundation of all contracts. UNICEF's commitment to implementing its programs within this framework is equivalent to suppliers' commitment to complying with applicable laws.

This clause clarifies the distinct legal position under which UNICEF operates as an international organization and ensures legal certainty for both parties. While suppliers remain subject to their applicable national laws, UNICEF's privileges and immunities are essential to safeguard its independence, neutrality, and ability to operate consistently across all countries, including in fragile and conflict-affected contexts. Sanctions compliance with the United Nations Security Council framework ensures that UNICEF can deliver humanitarian assistance based in line with international consensus. By grounding all contractual relations in the UN regulatory framework approved by Member States, UNICEF ensures predictable, fair, and globally consistent operations, providing suppliers with assurance that decisions are taken within a stable and internationally recognized legal system.

14. Governing Law and Jurisdiction; Dispute Resolution

[*Section 9.3 GTCs Goods & Services*]

Each contract UNICEF enters into recognizes UNICEF's status - this is reflected in the provision that states that UNICEF does not waive any of the privileges and immunities enjoyed by it under international and national law and bilateral agreements with governments.

Recognizing UNICEF's status and its regulatory framework, it is important for all of UNICEF's contracts with suppliers to include express agreement that the terms of the contract will be interpreted and applied without application of any system of national or sub-national law. Instead, if there are issues of interpretation, those are handled as a matter of negotiation between UNICEF and the supplier, to give effect to their mutual intent.

Similarly, any dispute about the contract cannot be subject to the jurisdiction of any national courts or equivalent system. This is because any submission to national jurisdiction or national law could be treated as a waiver of UNICEF's privileges and immunities and undermine the status of UNICEF.

While the United Nations and its subsidiary organs have privileges and immunities, it has always been understood that there needs to be a way for disputes to be resolved when the UN and its agencies enter into private contractual arrangements. This is addressed in Article VIII, Section 29 of the General Convention which requires the United Nations to provide alternative mechanisms for resolving disputes. Such alternative mechanism, as confirmed by resolution of the General Assembly, is arbitration in accordance with the UNCITRAL Rules of Arbitration.

This clause ensures that UNICEF's unique legal status and international immunities are fully preserved while still providing suppliers with a fair and reliable mechanism for resolving disputes. Submitting to national laws or courts would be incompatible with UNICEF's status, privileges and immunities and could compromise UNICEF's independence, neutrality, and ability to operate across all countries, potentially limiting its access to vulnerable populations. By specifying that disputes are resolved through internationally recognized arbitration under UNCITRAL rules, UNICEF balances the protection of its privileges with suppliers' need for certainty and enforceable remedies. This approach provides a transparent and internationally recognized mechanism for resolving contractual issues while safeguarding UNICEF's immunities.

15. Use of UNICEF Brand and Logo

[Section 11.8 GTCs Goods, 11.7 GTCs Services]

Suppliers are not permitted to use the UNICEF name or logo on their websites or platforms. The only two exceptions to this are (a) use of the UNICEF name in the supplier's annual reports; and (b) use of the UNICEF name for internal communication between the supplier and UNICEF, within the supplier's organization, or between the supplier and its subcontractors. Outside these two exceptions, prior written consent from UNICEF is always required for any other use of the UNICEF name or logo. Such consent will only be granted in exceptional cases and is generally restricted to use that reflects factual statements.

This is to ensure that UNICEF's brand is not misrepresented or perceived as endorsing any commercial entity, which is essential to maintaining UNICEF's impartiality and the trust of its stakeholders.

Any unauthorized use of UNICEF's name or logo, whether during or after the contract period, constitutes a breach of contract. Unauthorized use may lead to action by UNICEF and will be considered during supplier evaluations.

This clause protects UNICEF's brand, reputation, and impartiality, which are vital for maintaining the trust of donors, governments, and the communities it serves. Use of the UNICEF name or logo to promote the Supplier's business could create the false impression of endorsement or commercial affiliation, undermining UNICEF's neutrality and credibility. By restricting use and requiring explicit consent, UNICEF ensures that its identity is only associated with activities it oversees or has approved, preserving the integrity of its mission and safeguarding the confidence of all stakeholders in its work.

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