Request for Proposals
Consultancy to conduct a real time evaluation of UNICEF Somalia Country Office’s humanitarian response to the pre-famine crisis.

June 2017

<table>
<thead>
<tr>
<th>Title</th>
<th>Real time evaluation of UNICEF Somalia Country Office’s humanitarian response to the pre-famine crisis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purpose</td>
<td>To assess the extent to which the preparedness activities have fed into the current emergency response and take stock of and document learning around the current emergency response for the period 1 January 2017 to 31 August 2017 highlighting the appropriateness, efficiency and effectiveness of the response, particularly against the 45-day plan target</td>
</tr>
<tr>
<td>Location</td>
<td>Whole country covering Somaliland, Puntland and Central South Regions.</td>
</tr>
<tr>
<td>Duration</td>
<td>50 days</td>
</tr>
<tr>
<td>Start Date</td>
<td>20th July 2017</td>
</tr>
<tr>
<td>Reporting to</td>
<td>The firm/organization will be supervised by UNICEF Chief of Programme Monitoring and Evaluation (PM&amp;E)</td>
</tr>
<tr>
<td>Contract Modality</td>
<td>Institutional Contract</td>
</tr>
</tbody>
</table>

Introduction of the Client
UNICEF Somalia works in the areas of health (including maternal and child health, immunization, HIV/AIDS and malaria), nutrition, education, child protection, water and sanitation, and governance and social protection. UNICEF Somalia has zonal offices in the Central-South (Mogadishu and Baidoa), North-East (Garowe) and North-West (Hargeisa) zones of the country, staffed by both Somali and international staff. UNICEF Somalia also has a Support Centre based in Nairobi, which provides technical and managerial guidance to the zonal offices. UNICEF Somalia Country Office works in both development and humanitarian action across these multiple sectors and cross cutting areas in order to achieve results for women and children.

Background
The humanitarian situation in Somalia continues to deteriorate due to the severe drought, with an estimated four million children in urgent need of assistance. Despite the large scale humanitarian assistance delivered, the FSNAU-FEWSNET post Jilal assessment indicates an elevated risk of famine (IPC 5), due to a combination of severe food insecurity, high acute malnutrition, and high disease burden. The number of people in need has increased to 6.7 million, including 3.2 million people in crisis and 4.5 million people estimated to be in need of water, sanitation and hygiene (WASH) assistance. The projected number of children who are, or will be, acutely malnourished has increased by 50 per cent since the beginning of the year to 1.4 million, including over 275,000 who have or will suffer life-threatening severe acute malnutrition in 2017. Severely malnourished children are nine times more likely to die of killer diseases like acute watery diarrhoea (AWD)/cholera and measles. During the 2011 famine that killed an estimated 260,000 people, over half of them young children, the main causes of death among children were diarrhoea and measles. As of week 18, close to 38,000 cases of AWD/cholera have been reported - 2.4 times more than the 2016 caseload. Since the start of the year, 683 deaths have been recorded, with a case fatality rate (CFR) of 1.8 per cent. More than 7,000 measles cases have been reported since the start of the year.

In order to augment the ongoing response actions, in early 2017, UNICEF developed a 45-day scale up plan to ensure that the operational systems, staff and supplies would be in place to support a much enhanced response. As part of this plan, UNICEF greatly scaled-up its response across all the sectors, supporting health and nutrition service delivery, ensuring sanitation and access safe water, providing protective services and supporting children with continued education. Currently, UNICEF is reaching millions of children and women with services – for instance, over 1.5 million people are benefiting from temporary access to safe water and over 85,000 children under-five have been supported with treatment for severe acute malnutrition (SAM) as of June 2017. UNICEF has appealed for US$147 million for 2017 and as of the end of May is 62 per cent funded.

Purpose and Objectives
The scale of the emergency and UNICEF’s interventions as per the 45-day scale up plan demand a critical review of the agency’s response to determine its appropriateness, timeliness, efficiency and effectiveness. Many interventions are implemented through a remote programming modality and monitored through third parties, therefore there is a need for triangulated information to corroborate and verify data reported from partners and other sources, in order to fully understand the progress to date and to inform future programming accordingly. Further, the level of funding provided to UNICEF Somalia also warrants that UNICEF strengthens and demonstrates its accountability to external parties (especially donors) and provides an independent perspective on what the organization has accomplished.

Building on the above, there specific objectives for this real time evaluation are:
• To assess the extent to which the preparedness activities have fed into the current emergency response.
• To take stock of and document learning around the current emergency response for the period 1 January 2017 to 31 August 2017 highlighting the appropriateness, efficiency and effectiveness of the response, particularly against the 45-day plan targets, to inform current and future programming (see intended use below).

### Intended use and users

The primary users of the real time evaluation are UNICEF Somalia management and programme staff. Secondary users might include government stakeholders, partners and donors.

The intended uses of the real time evaluation are:
1. To inform UNICEF Somalia in taking corrective action when and where appropriate to inform the ongoing emergency response.
2. To inform the UNICEF Somalia team in its early recovery programming post-emergency.
3. To inform future emergency responses in Somalia.

Some secondary uses are also potentially for the findings and lessons learned to support advocacy and resource mobilization to better respond to the needs of affected populations in Somalia. Finally, the evaluation is intended to contribute the global knowledge and in line with UNICEF’s Evaluation Policy the final report and management response will be uploaded into UNICEF evaluation database and making it accessible throughout the organization.

### Scope of Work

The real time evaluation is limited to evaluating the work of UNICEF and its down-stream partners, in responding to the WASH, Health, Nutrition, Education and Child Protection needs of women and children in Somalia. The evaluation team will focus on three aspects of UNICEF’s action. Firstly they will consider the preparedness work that UNICEF undertook in late 2016 and early 2017. Secondly, they will review UNICEF’s role as an implementing agency responding to the needs of children and caregivers in drought affected areas, as per its mandate and its commitments under the Core Commitments to Children (CCCs), as of January 2017 up until August 2017. Review of the response will cover programmatic and operational issues and will also endeavor to understand how the response feeds into early recovery action. Thirdly the consultations should consider UNICEF’s role as cluster lead, and its coordination of the clusters during the drought response, without focusing on the performance of the cluster as a whole, which is out of scope for this enquiry.

The UNICEF response covers the whole country, therefore the real time evaluation will be required to provide some level of assessment of how UNICEF has performed against the 45 day scale up plan in each of the three main areas (Somaliland, Puntland and central south regions). For more in-depth analysis of the response, including results and progress, the evaluation team will determine in the inception phase which particular areas to cover from among the priority regions (Bay, Bakool, Galmudug, Bari, Nugal, Sool, Sanaag and Togdheer).

### Methodology and evaluation questions

The real time evaluation process will require the following activities and steps:

- Desk review of existing documents and communications.
- Key informant/interviews with senior programme staff; partner organizations; civil society, representatives/representatives from the affected population, including minority groups; Government representatives and donors. The evaluation team will annex the interview guides to the inception report, as well as the draft and final report.
- Observation: depending upon the capacity of the institution, the team will undertake field visits to observe the evaluated interventions directly (see page 4 under team composition).
- Beneficiary interviews (ensuring that both male and female voices are captured) depending upon the capacity of the institution.
- Data analysis: review of results data; the secondary and primary data collected during the exercise should be coded and organized in an evidence table which should be annexed to the final report.

The evaluation team should address questions under the following three headings, based on the Development Assistance Committee of the Organization for Economic Co-operation and Development (OECD-DAC) criteria and other criteria specific to evaluation of humanitarian action¹

1. Relevance/Appropriateness/Accountability to Affected communities: To what extent has UNICEF’s response met the emergency needs of women and children in the affected areas, and paid attention to vulnerability according to equity concerns, including by age and gender and ethnic groups?

Evidence to be gathered will include:

- Triangulated evidence of women and children’s needs (with specific reflection on any differences between boys and girls) and the relevance of UNICEF’s ongoing response to these needs as per the CCC’s.
- Triangulated evidence of which parts of the emergency response (planning, assistance, advocacy) have been the most appropriate and why?

2. Timelines/Effectiveness: To what extent has UNICEF responded in a timely and effective manner, particularly as relates to the 45 day scale up plan, and how could this have been improved?

Evidence to be gathered will include:
- Triangulated evidence that the emergency preparedness planning and the 45-day scale up plan enabled an immediate and rapidly scale up response (supplies were available, no gaps in services, no stock outs) that was effective.
- Triangulated evidence that UNICEF responded within 72 hours of national disaster being announced
- Triangulated evidence of the time taken for operations and partnerships to be scaled up as per the 45 day plan, including additional emergency supplies, partnership agreements (SSFAs and emergency PCAs) and staff to be deployed to scale up the response.
- Triangulated feedback from communities about speed of response – recognizing the role of UNICEF – as we are not direct implementers. Issues of attribution of results to UNICEF need to be considered.
- Triangulated evidence that UNICEF’s interventions have been effective (if possible demonstrating the linkage between interventions and outcome level results, such as the relation between WASH interventions and reduction in AWD cases).

3. Connectedness and Sustainability: To what extent is the UNICEF response contributing responding and mitigating the negative impact of future droughts or climate shocks? What can the organization do moving forward to build on current activities to support early recovery and risk-informed programming?

Evidence to be gathered will include:
- Triangulated evidence of sustainability measures within interventions
- Community perspectives on the longer term impact of the response and how to sustain the change.
- Triangulated evidence of system strengthening / risk informed programming
- Evidence-informed analysis on how to build on the response to support early recovery action

The evaluation will be participatory in its approach, so as to ensure ownership and promote interaction with, and feedback from, the UNICEF Somalia team, other UN agencies, government and from UNICEF’s partners. The evaluation will make special efforts to consult the affected population, notably children and women, to help inform the on-going response, and promote accountability.

**Evaluation Quality and Ethical Standards**

The evaluators should take all reasonable steps to ensure that the evaluation is designed and conducted to respect and protect the rights and welfare of the people and communities involved and to ensure that the evaluation is technically accurate and reliable, is conducted in a transparent and impartial manner, and contributes to organizational learning and accountability.

**Responsibilities**

The below summarizes the responsibilities to be undertaken by the contractor.

The external evaluators will review relevant documentation as part of the desk review phase and will interview both the agency staff and the staff of partners, including government and the ultimate recipients of UNICEF’s assistance. The evaluation team will bear in mind that the emergency response has already placed a large workload on staff members and will ensure that their research adds as small a burden as possible, while fulfilling the aim of the evaluation. Where possible evaluation field visits will be combined with field visits for programme operations.

The institution should provide their personnel with their own computers. On an as-needed basis, the personnel will be granted access to UNICEF data bases and necessary software to utilize them. The recommended Institution is responsible for the following during country visits:

- As needed, recommended institution shall ensure that the personnel has successfully completed the UN’s “Basic Security in the Field” and “Advanced Security in the Field” courses and forward proof of this to UNICEF upon request.
- As needed, accommodation, food, travel, required inoculations and appropriate insurance of the contractor’s workers, both international and local. This includes life and health insurance, incentives, hazard pay.
- Copying of information in hard copy or electronic form.
- Hiring and travel of local translators, interviewers, drivers, watchmen, etc.
Renting of office space, computers, tape recorders, information technology, outside of what UNICEF will make available at sites where it has existing offices.

The below summarizes the responsibilities of UNICEF Somalia (and any additional UNICEF staff surge support).

- Selection and orientation of evaluation team
- Establishment of an evaluation task force, chaired by the Child of PME or designate, to steer the evaluation through its secretariat. The evaluation team will be answerable to the task force, through the secretariat, and will immediately report any challenges or changes to the agreed upon deliverables.
- Designation of a focal point for support to the evaluation team.
- Collection of relevant internal materials and provision of documents for review.
- Introduction of evaluation team to stakeholders, including national counterparts and other partners and coordination of stakeholders for meetings and interviews.
- Organization of administrative and logistical support to evaluation team, including accompanying them on trips as relevant.
- Review of reports for quality improvement and organize feedback, review and accept intermediate and final products
- Authorizing payment

**Deliverables and timeline**

- An initial inception report framing the exercise, outlining the background, objectives, methodology, key steps and initial hypotheses and evaluation matrix
- Draft report: includes background, methodology, UNICEF’s preparedness action, UNICEF’s response in terms of process (operational activities and output level results), as well as analyse any results data and achievements (outcome level) as possible, and recommendations
- Final Report
- PowerPoint presentation based on final report

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Estimated duration (# of days)</th>
<th>Estimated Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception report</td>
<td>10</td>
<td>4 August</td>
</tr>
<tr>
<td>Draft report</td>
<td>30</td>
<td>14 September</td>
</tr>
<tr>
<td>Final Report</td>
<td>8</td>
<td>27 September</td>
</tr>
<tr>
<td>PowerPoint presentation</td>
<td>2</td>
<td>29 September</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>50</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Payment Schedule, and specific Contract characteristics**

Payments will be made based on the satisfactory production of deliverables as outlined below. The following deliverables are to be submitted as a basis for payment:

1. Inception report
2. Draft Report

**Team composition**

The team is expected to be composed of three-four members: a team leader and a mix of consultants. It is preferable, but not obligatory, if the institution is able to undertake field level data collection, and can therefore access field locations and conduct interviews with communities (i.e. preferably have a Somali national team member). To facilitate this, the team may choose to enlist additional expertise as they see fit, including subcontracting with national evaluation research firms/partners for field-based activities, specialized technical experts, and editorial assistance, as necessary. The decision about whether or not to conduct field visits including what type and the location of field visits will depend on the capacity of the institution selected and will be determined between the parties in the inception phase of the project.

**Qualification Requirements**

The institution should preferably be either a university or a research organization and should adequately demonstrate the availability of high calibre expert/s with experience in humanitarian evaluation and familiarity with UNICEF’s programmes, procedures and systems.

The institution should have a senior qualified candidate with qualifications as follows:

**Required qualifications and experience, Senior Consultant – International (L5):**

- Masters, PhD or Advanced degree in related subject area (Public Health, Social Services, Sociology, etc.);
• At least 12-15 years progressively responsible experience including evaluative and analytical work on humanitarian performance at an organization or interagency level for an organization comparable to UNICEF;
• Significant knowledge of current evaluative and analytical literature on the humanitarian sector in general;
• Significant exposure to UNICEF’s humanitarian work;
• Excellent English speaking and writing skills;
• Excellent and proven research skills including development and application of analytical frameworks and tools and production of analytical papers;
• Strong knowledge of results-based management and monitoring concepts;
• Good knowledge of the local context, including institutions and people would be an asset;
• Excellent interviewing capacity;
• Excellent interviewing and facilitation skills.

The other evaluation team members should offer the following demonstrated experience, knowledge and competencies:

• Humanitarian evaluation experience of large scale programmes
• Field experience of humanitarian response in complex high threat environments
• Previous work or consultancy experience with UNICEF and understanding of UNICEF’s mandate is desirable
• Sectoral knowledge of UNICEF programme sectors: Child Protection, WASH, Nutrition, Health, Education (of a majority, if not all, sectors), as well as the Core Commitments to Children (CCCs)
• Advanced understanding of humanitarian principles, humanitarian space, humanitarian access, security management, gender, equity, risk assessment, international humanitarian law, human rights law, the human rights based approach to programming, humanitarian advocacy, Monitoring and Reporting Mechanism2: ‘Do No Harm’ principles3
• Advanced understanding of UN coordination for humanitarian response (including roles of the Humanitarian Coordinator and humanitarian clusters), and interagency instruments applied to humanitarian response (strategic response planning, needs overview etc)4
• Advanced understanding of accepted norms and standards for humanitarian response; Core Humanitarian Standards, Sphere standards, INEE, and IASC guidance materials for protection and cross cutting issues in humanitarian response
• Advanced understanding of current humanitarian initiatives, including the results of the World Humanitarian Summit and implementation of the Grand Bargain.
• Gender balanced team and geographic regional balanced team (desirable)
• Advanced technical knowledge, skills and expertise in evaluation concepts and capacity to execute a multi-country evaluation, including field level case studies;
• Strong quantitative and qualitative data collection, and analysis and synthesis skills
• Highly developed communications skills; presentation, facilitation, and report writing in English.

The Contractor and all related personnel/members of the evaluation team will not be UNICEF staff members. However, the Contractor and all related personnel need to subscribe to respecting the core values of UNICEF of diversity and inclusion, integrity and commitment.

The Contractor carries the sole responsibility for all related personnel and needs to ensure that an appropriate systems and procedures are in place to deal with any complaints and other human resources issues that may emerge.

Components of Submission Package

Technical bid
• Demonstrated experience with similar projects.
• Relevant experience of key staff, as assessed by staff CVs, including reference to (or specimens of) assignments completed in the Somali context
• Proposed methodology and approach.

Financial bid
• The resources/timelines required for specific assurance assignments will be discussed and agreed upon between UNICEF and the successful bidder. As part of the submission package, however, contractors must provide financial bids:
  o Proposed personnel composition for completion of the tasks, explanation of the roles different personnel will play, along with an indicative range of the time, human and financial resources required to complete the tasks.
  o Associated unit costs for personnel (e.g. field enumerator, data analyst, team leader, etc.).

---

2 https://www.unicef.org/protection/57929_57997.html
4 as detailed at https://www.humanitarianresponse.info/
**Evaluation of the Proposal**

In making the final decision, UNICEF considers both technical and financial aspects. The Evaluation Team first reviews the technical aspect of the offer followed by the review of the financial offer of the technically compliant vendors.

The proposals will be evaluated against the following two elements:

**a. Technical Proposal:**

The technical proposal should address all aspects and criteria outlined in this Request for Proposal.

**Scoring Criteria**

<table>
<thead>
<tr>
<th>REF</th>
<th>CATEGORY</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Completeness of Proposal</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>Clarity and responsiveness of the proposal against the requirements in the RFP</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A well written proposal showing the organization's understanding of the key tasks and a technically sound and logical way of undertaking the tasks as well as approaches to dealing with any challenges that may arise</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Demonstrated experience with similar projects</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Demonstrated experience with humanitarian evaluation, including UNICEF and UN experience</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Demonstrated familiarity with emergency programming in the Somalia humanitarian context</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Relevant experience of key staff assigned</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Appropriate seniority/expertise of personnel (project management, analysis, report writing, enumeration skills/data collection)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Staff with practical experience in:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Project management</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Evaluating UNICEF-related programme sectors (WASH / Nutrition / Health / Child protection / Education)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Collection of data</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Analysis of data</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Report writing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Depth of capacity available (numbers of staff/consultants)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Organogram detailing staff organizational structure</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- List of sub-contractors to be used</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Relevant CVs provided</td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Proposed methodology and approach</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Proposed methodology outlining:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Sequence of activities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Potential sources of information and templates for collecting data</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Considerations for the final report</td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Past Performance/Reference</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Feedback from list of referees provided</td>
<td></td>
</tr>
</tbody>
</table>

| Total Technical | 70 |

Only proposals which receive a minimum of 50 points will be considered further.

**b. Price Proposal**

The price should be broken down for each component of the proposed work, based on an estimate of time taken which needs to be stated. 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 invited firms/institutions which 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.:

\[
\text{Max. Score for price proposal} \times \text{Price of lowest priced proposal}
\]

\[
\text{Score for price proposal X} = \frac{\text{Max. Score for price proposal}}{\text{Price of lowest priced proposal}}
\]

**Price of proposal X**

The format shown below is suggested for use as a guide in preparing the Financial Proposal. The format includes
specific expenditures, which may or may not be required or applicable but are indicated to serve as examples. Travel and per diems will not be noted, as this will later be determined and finalized by UNICEF and the chosen bidder.

**Budget Table**

Firms that are not able to undertake field visits are expected to submit a lower final budget that firms that will undertake field visits.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Cost per unit (price in US$)</th>
<th>Number of units</th>
<th>Total cost (price in US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Inception Report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Personnel</td>
<td>days</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Incidentals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Sub-total expenses</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Research and Field Work</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Personnel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Incidentals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Sub-total expenses</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Reporting and Consultation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Personnel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Incidentals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Sub-total expenses</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Overhead</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Travel:**

Travel costs will be reimbursed separately based on actual cost or UN Travel guidelines (see below) whichever is lower.

- Travel: [http://www.un.org/esa/cdo/hr/CIRCULARS/STAI20064%20-%20OFFICIAL%20TRAVEL%20(SECTION%2010).pdf](http://www.un.org/esa/cdo/hr/CIRCULARS/STAI20064%20-%20OFFICIAL%20TRAVEL%20(SECTION%2010).pdf) Section 4, paragraph 4.2, numerals (d) and (e)
- Accommodation (Daily Subsistence Allowance, DSA): [http://icsc.un.org/](http://icsc.un.org/) (all countries and destinations can be found by navigating on the map)
- Terminal Expenses: Include all expenditures for transportation between the airport or other point of arrival or departure and the hotel or other place of dwelling, including transfer of accompanied baggage and other incidental charges. For New York, the amounts to be reimbursed for each such trip are $63 in respect of the staff member authorized to travel at United Nations expense. For all other duty stations, the amounts to be reimbursed for each trip are $38. When official United Nations or government vehicle is made available for the trip, the amounts to be reimbursed shall be set at $11.

**Payment Provisions**

UNICEF's policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract. UNICEF's policy is not to grant advance payments except in unusual situations where the potential contractor, whether a private firm, NGO or a government or other entity, specifies in the bid that there are special circumstances warranting an advance payment. UNICEF will normally require a bank guarantee or other suitable security arrangement.

Any request for an advance payment is to be justified and documented, and must be submitted with the financial bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNICEF at the time of finalizing contract negotiations with the awarded bidder.
SUPervision
The UNICEF Somalia Support Centre M&E Specialist or his/her designate will supervise this contract.

Prepared by: James Hedges, M&E Specialist

Signature and date: ___________________________________________

Approved by: Sarah Ng’inja, Chief PME

Signature and date: ___________________________________________

Approved by: Jeremy Hopkins, Deputy Representative

Signature and date: ___________________________________________
Annex I

Data Protection Provision

1. Definitions.

“UNICEF Data” means any and all data, including all text, sound, software, or image files that are provided to the Contractor by, or on behalf of, UNICEF, including any information, whether in oral or written (including electronic) form, created by or in any way originating with UNICEF, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with UNICEF. UNICEF Data specifically includes, without limitation, any and all credentials issued to UNICEF by the Contractor, and other UNICEF information, including, without limitation (a) any email content, headers and attachments, and/or (b) any personally-identifiable, financial or other information of any Respondent or third party the use and/or disclosure of which is restricted under applicable laws, in each case, contained in such records or in any logs or other records of the Contractor.

2. Status.

The Contractor recognizes that UNICEF is a subsidiary organ of the United Nations, an international organization established by treaty, and that as a result of its status it enjoys certain privileges and immunities as set forth in the Convention on the Privileges and Immunities of the United Nations (the “General Convention”) and is an “international organization” for purposes of the International Organizations Immunities Act, Public Law 79-291 enacted by the United States Congress on 29 December 1945 (the “Immunities Act”). The Contractor further recognizes that UNICEF Data is subject to the privileges and immunities accorded to the United Nations, including UNICEF, pursuant to the General Convention and as such (a) will be deemed part of UNICEF’s archives which are inviolable wherever located and by whomsoever held and (b) will be immune from search, requisition, confiscation, expropriation and any form of interference, whether by executive, administrative, judicial or legislative action, unless such immunity is expressly waived in writing by UNICEF.

3. Data Ownership and Protection.

a) The Parties agree that, as between them, all UNICEF Data compiled by, processed by or received by the Contractor under the Contract, together with all rights (including intellectual property and proprietary rights), title and interest thereto, will be the exclusive property of UNICEF, and the Contractor has a limited, nonexclusive license to access and use these 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.

b) The Contractor (i) will treat the UNICEF Data as confidential; (ii) will segregate UNICEF Data from other data to the fullest extent possible; (iii) will use the UNICEF Data only for the purpose of fulfilling its duties under the Contract and for the sole benefit of UNICEF; (iv) will deliver the UNICEF Data only to UNICEF or duly authorized representatives of UNICEF; and (v) will not disclose or transmit the UNICEF Data or their contents to any person or entity (other than the personnel of the Contractor (as defined below) who need to access the UNICEF Data to enable the Contractor to deliver the Services under this Contract) without the prior written consent of UNICEF. The Contractor will ensure that, prior to being granted access to the UNICEF Data, all employees, contractors, agents and other representatives of the Contractor (“personnel”) who will perform services under this Contract: (A) have undergone and passed criminal background screenings; (B) have successfully completed training of a nature sufficient to enable them to effectively comply with all UNICEF Data protection provisions of this Contract; and (C) possess all qualifications necessary to the nature of their duties and the sensitivity of the UNICEF Data.

c) The Contractor will not use any UNICEF Data for the benefit of the Contractor or any third party and, in particular, will not engage in “data mining” of any UNICEF Data or communications by or for UNICEF or any Respondents, whether through automated or human means, except as expressly authorized in writing by UNICEF.

d) UNICEF retains the right to use the Services to access and retrieve, at any time and in UNICEF’s sole discretion, any UNICEF Data stored on the Contractor’s infrastructure relating to the Services.

e) The Contractor will implement, maintain and use administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other measures, (collectively, “Protective Measures”), including, without limitation, data encryption, anti-virus and anti-malware protections, intrusion detection and reporting methods, which are necessary and sufficient: (i) to protect the confidentiality and integrity of all UNICEF Data that is electronically maintained, stored, processed and/or transmitted; (ii) to protect all UNICEF Data from unauthorized access, destruction, use, modification or disclosure; and (iii) to protect all UNICEF Data against deterioration or degradation of its quality and authenticity. Such Protective Measures will
be no less protective than those used by the Contractor to protect its own confidential information, and in no event less than reasonable in view of the nature and type of UNICEF Data involved.

f) UNICEF will have the exclusive right to determine the geographical boundaries and location of the facilities where UNICEF Data may be transferred to, stored and processed. The Contractor will not transfer or otherwise process UNICEF Data or change the location of the facilities at which UNICEF Data is stored without UNICEF’s prior written approval.

g) The Contractor will impose the same requirements relating to data protection and non-disclosure of data, as are imposed upon the Contractor itself by 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.

4. **Compelled Disclosure.**

(a) If disclosure of any UNICEF Data is compelled (whether directly or indirectly) under a legally binding order or other instrument issued by any local, national or international governmental regulatory or law enforcement authority or agency, tribunal, court or arbitrator (each a “Governmental Body” and collectively, “Governmental Bodies”) that has jurisdiction over the Contractor or data held and processed by the Contractor, the Contractor shall, before making any disclosure of any UNICEF Data, take the following actions:

i. promptly notify UNICEF of such compelled disclosure and the terms thereof and provide UNICEF with the Contractor’s legal opinion that such disclosure is legally binding on it and that the legal process is sufficient and valid;

ii. consult with UNICEF regarding the Contractor’s response to such demand or request and, at UNICEF’s request, provide UNICEF a true, correct and complete copy of the Contractor’s response to such demand or request;

iii. advise the relevant Governmental Body of the inviolability of UNICEF Data under the General Convention and the International Organizations Immunity Act, Public Law 79-291, 29 December 1945 (USA) or such other national law recognizing the privileges and immunities of UNICEF in such jurisdiction;

iv. use its best efforts to redirect such Governmental Body to request disclosure directly from UNICEF or, at a minimum, to provide UNICEF the opportunity to present its position to such Governmental Body;

v. seek an extension of time for disclosure of the UNICEF Data sufficient to permit UNICEF an opportunity to obtain a protective order or take such other appropriate actions as UNICEF may deem appropriate to assert its privileges and immunities; and

vi. cooperate with UNICEF’s reasonable requests in connections with efforts by UNICEF to ensure that its privileges and immunities are upheld.

(b) The Contractor will continue to consult with UNICEF and keep UNICEF informed of developments with respect to the disclosure and subsequent use of UNICEF Data, including all communications with the relevant Governmental Body relevant to UNICEF Data, and to consult with UNICEF before taking any actions in this regard. If the Contractor is prohibited by law from notifying UNICEF of the disclosure demanded by the relevant Governmental Body, the Contractor will nevertheless take the actions required under paragraphs (iii), (iv) and (v) above and will notify UNICEF promptly upon the lapse, termination, removal or modification of such prohibition.

5. **Data Compromise.**

a) “Data Compromise” means any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of computerized UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF to access the UNICEF Data.

b) In the event of any Data Compromise, the Contractor will notify UNICEF immediately upon the Contractor’s discovery of such Data Compromise, specifying: (i) the nature and source of the incident, (ii) the nature or type of UNICEF Data implicated in the incident, (iii) the person or entity responsible for the Data Compromise, if known, (iv) the actions taken or proposed to be taken by the Contractor to mitigate any deleterious effect of such Data Compromise; and (v) the actions taken or proposed to be taken by the Contractor to correct, remedy or cure the breach, and to prevent similar Data Compromises from occurring in the future. The Contractor will keep UNICEF reasonable informed of the progress of the Contractor’s implementation of such mitigating and corrective actions.

c) As soon as possible following the date when the Contractor discovers a Data Compromise, the Contractor, at its sole cost and expense, will complete the implementation of any and all actions necessary to: (i) mitigate any deleterious effect of such Data Compromise, (ii) correct, remedy or cure such Data Compromise, and (iii) prevent similar Data Compromises from occurring in the future.

d) The Contractor, at its sole cost and expense, will cooperate fully with UNICEF’s investigation of, remediation of, and/or response to any Data Compromise. The Contractor’s failure to resolve, to UNICEF’s reasonable satisfaction, any such Data Compromise will entitle UNICEF to terminate this Contract with immediate effect.
e) The Contractor will not provide notice of any Data Compromise directly to any Governmental Body or to any third party, in each case, without prior written permission from UNICEF.

6. Data Transfer on Termination or Expiration.

a) At the time of expiration or in the event of termination of this Contract, the Contractor shall, at the written election of UNICEF, provide UNICEF with a backup copy of all then current UNICEF Data in native readable format, and where practical will attempt to securely remove all UNICEF Data relating thereto from the Contractor’s servers, networks and systems. If it is not practical to remove the Data, the Contractor will inform UNICEF of such failure to remove all UNICEF Data, providing details of which UNICEF Data is affected and where it is stored. The Contractor will continue to protect the UNICEF Data and treat it as confidential in accordance with the terms of this Contract. The Contractor will take and complete all of the foregoing actions within thirty (30) days of the expiration or termination of this Contract, and will provide UNICEF with sufficient written proof of the information transferred or removed. The Contractor will ensure

i. that such migration of the UNICEF Data uses facilities, methods and formats that are compatible and interoperable with the relevant systems of UNICEF, and

ii. that UNICEF will have sufficient access to the UNICEF Data during the entire duration of the transition.

The Contractor will take all necessary actions (including, without limitation, work closely with the Contractor’s successor) to provide for a successful, effective and efficient migration of UNICEF Data with minimal disruption to UNICEF.