

Annex 4. Terms of Reference for this Evaluation (attached as a separate file)

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2018-9144883

20 November 2018

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Design and conduct a summative and formative Evaluation of the Brazil-UNICEF Trilateral South-South Cooperation Programme

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

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

_____ **Date:** _____
Aline Costa

(To be contacted for additional information, NOT FOR SENDING PROPOSALS)

Email : alicosta@unicef.org

Approved By:

_____ **Date:** _____
Rodrigo Flavio Vitoria

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-2018-9144883** 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 _____

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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10 Design and conduct a summative.

Design and conduct a summative and formative Evaluation of the Brazil-UNICEF Trilateral South-South Cooperation Programme.

Location of Assignment: Brazil
 Duration of Contract: 10 months (02/01/2019#15/10/2019)
 Section & unit: Social Policy and Monitoring & Evaluation
 Reporting to: Monitoring & Evaluation specialist

1. BACKGROUND & CONTEXT

The United Nations has defined South-South Cooperation (SSC) as #a process whereby two or more developing countries pursue their individual and/or shared national capacity development objectives through exchanges of knowledge, skills, resources and technical know-how, and through regional and interregional collective actions, including partnerships involving Governments, regional organizations, civil society, academia and the private sector, for their individual and/or mutual benefit within and across regions# (#Framework of operational guidelines on United Nations support to South-South and triangular cooperation# SSC/17/3 (2012), available at:

http://digitallibrary.un.org/record/826679/files/SSC_19_3-EN.pdf).

Trilateral South-South Cooperation (TSSC) brings together different actors#developing countries, developed countries and/or International Organizations # to share knowledge and implement initiatives aiming at the common goal of promoting development. It can be implemented through different institutional settings, such as: South-South-South; South-North-South, South-South-International Organization; Trilateral +1; and newer forms of horizontal cooperation.

One of the major cornerstones of South-South Cooperation is the Buenos Aires Plan of Action (BAPA), adopted in 1978 by 138 States at the United Nations Conference on Technical Cooperation Among Developing Countries and endorsed by the General Assembly in its resolution 33/134 (#United Nations Conference on Technical Co-operation among Developing Countries#, 19 December 1978, available at:

<https://undocs.org/en/A/RES/33/134>).

Inspired by the ideals of the 1955 Bandung Conference and the notion of solidarity among peoples and countries of the South, it has established a novel approach to development assistance, guided by the principles of respect for national sovereignty, national ownership and independence, equality, non-conditionality, non-interference in domestic affairs and mutual benefit.

Forty years after BAPA, South-South cooperation has evolved to become a key element in international cooperation, complementing North-South arrangements and creating opportunities for the pursue of common development goals by developing countries. As such, it has played an important role in contributing to the implementation of the 2030 Agenda and the achievement of the Sustainable Development Goals (SDGs).

For UNICEF, SSC is a component of the cross-cutting strategies for implementing the UNICEF Strategic Plan (2018-2021)

(available at: https://www.unicef.org/publications/files/UNICEF_Strategic_Plan_2018-2021.pdf).

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
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By enabling the exchange of good practices that deliver results for children, in particular, amongst countries where practitioners have recent experience of addressing similar problems and challenges, SSC is a powerful tool for promoting children's welfare and rights and can contribute significantly to programming excellence for at-scale results for children, specifically through networks of experts, communities of practice and Technical Assistance (TA). Through knowledge curation and documentation of promising and good practices for exchange, SSC becomes an instrument for harnessing the power of evidence as a driver of change for children.

Since UNICEF adopts a human rights-based and gender approach as an overarching reference to everything that the organization does, the ultimate aim of all UNICEF-supported activities is the realization of the rights of children and women, pursuant to the Convention on the Rights of the Child (CRC) and the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW). As a result, there are indispensable linkages between TSSC efforts and the organization's wider programmatic frameworks, as laid out in the UNICEF Strategic Plan (2018-21), which in turn contributes to the implementation of the 2030 Agenda both in countries that are receivers of cooperation and in those that are providers.

2. OBJECT OF THE EVALUATION

Description of the Programme

The Government of Brazil has been actively engaged in South-South Cooperation for decades, through bilateral, trilateral and multilateral partnerships with developing and developed countries as well as United Nations agencies and other international and regional organizations. It considers TSSC as a modality for International Development Cooperation that complements Bilateral South-South Cooperation and builds on shared governance among the different actors involved, joint implementation with active participation of all actors throughout the project cycle (i.e. design, planning, implementation, monitoring and evaluation) and identifiable comparative advantages.

Rather than a technical consultancy, the Brazilian Government sees TSSC as a mutual horizontal cooperation between two or more countries by which technical cooperation institutions share knowhow, expertise and good practices in support of the efforts to address development priorities and challenges as identified by a given partner country. Brazil does thereby not provide a blue-print solution to a given problem, but seeks to support institutional and human capacity development so that the countries at stake can develop sustainable solutions of their own. In the interest of tapping into the wealth of development experience, knowledge, skills and resources available in Brazil, and with the effort to respond to an increasing number of demands for support from other developing countries that seek to learn from Brazil's experiences in developing and implementing child rights-oriented policies and programmes, UNICEF has joined efforts with the Government of Brazil to foster horizontal TSSC partnerships between Brazil and other developing countries.

The partnership was formalized through a Global Memorandum of Understanding (MoU), signed by both parties in 2011, based on the premise that a more equitable world for children and women is achievable by overcoming capacity gaps through sharing of tested, highly-relevant experiences and policy-related innovations. It served as the starting point for the Brazil-UNICEF TSSC Programme, which seeks to share successful experiences, good practices and lessons learned guided by global norms and standards, with a view to adapt them to the context and needs of collaborating countries, including Brazil, as well as to assess local problems and possible ways of overcoming them.

This joint learning and knowledge exchange process has been developed with the aim to promote equality, mutual support and build solidarity among nations; be demand-driven, and promote recipient ownership and leadership; provide the basis for a result-oriented exchange; facilitate a peer-to-peer learning process; and incorporate non-governmental organizations, civil society, parliaments, the media and private sector wherever relevant. The focus on equity is a strategy to promote the universal realization of children's rights.

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
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UNICEF is uniquely positioned to support the realization of the rights of children, especially the most disadvantaged and excluded, given its comparative advantages that include: an international normative mandate based on the widely ratified Convention on the Rights of the Child (CRC); proven capacity in multiple sectors; a mandate that covers the development-humanitarian continuum; a strong field presence; and a capacity to engage concurrently at multiple levels#global, regional, country and local#on common issues, leading to synergies.

In the Brazil-UNICEF TSSC Programme, UNICEF Brazil acts chiefly as a knowledge broker and a technical partner, supporting the design and execution of South-South exchange activities and capacity development programmes based on mutual learning. By closely collaborating with ABC, it helps partners to identify, adapt and scale up collaborative, innovative solutions to the challenges and constraints that interfere with achieving rights for children and equity in a diverse range of national contexts. It also promotes strategic alliances and broad participation by mobilizing stakeholders as well as human, technical and financial resources in Brazil and in the partner countries for SSC arrangements.

The MoU, however, was not designed as a programmatic framework and established only the institutional foundations of the Brazil-UNICEF partnership, including the roles and responsibilities of each party. It was soon followed by a Cooperation Agreement and two consecutive amendments, which together set out the terms, objectives and financing for a total of R\$1,568,000.00 (USD 503,713.06) to be implemented by UNICEF over the course of six years (2014-2019). Activities that were expected to be supported by the partnership, included: evaluation of public policies; systematization and dissemination of validated good practices and lessons learned; promotion of social change through evidence-based advocacy; development of relevant studies; training of public managers and representatives; technical missions to respond to demands; and advisory actions.

In 2012, UNICEF Brazil incorporated SSC into its 2012-2016 Country Programme as a specific results area. One of the key strategies proposed to achieve that result included #systematizing and disseminating good practices and lessons learned, within Brazil and internationally# and #strategic partnerships with the Government, civil society and the private sector based on the principles of horizontality, mutual trust, responsibility, common values and knowledge-sharing#. For the more recent 2017-2021 Country Programme, the SSC unit was incorporated into the Social Policy and Monitoring & Evaluation Section.

Over the years, UNICEF Brazil has become something of a pilot case within the organization and, as such, a relevant reference for the organization throughout the region and globally. In response to the many request that UNICEF Brazil and ABC have received over the last seven years, a series of exchanges and dialogues have taken place, among numerous countries across all regions of the world. Whereas some of these initiatives have turned into longer-term collaborations, other have been ad hoc study visits. Instruments have also been developed as to further organize and structure the SSC agenda around concrete results for children, including the joint ABC-UNICEF operational and programmatic guidelines for TSSC elaborated in 2015 and revised in 2017.

In 2015-2016 a small assessment of the Programme was carried to take stock on progress and to draw out lessons learned from the experience, see #UNICEF Trilateral South-South Cooperation#Lessons Learned and Recommendations#, available at:

https://www.unicef.org/brazil/pt/activities_37190.html.

Whereas the outcome of this assessment brought about valuable lessons and evidence on key progress results as well as the added strategic value of UNICEF in Brazil for SSC, it also pointed out important knowledge and capacity gaps that could be addressed through an evaluation to ensure the full potential of the Brazil-UNICEF TSSC partnership.

One of the key recommendations coming out of these lessons was to develop a Monitoring, Evaluation and Learning (MEL) system, as to allow for a more systematic recording and sharing of progress results, challenges and lessons, which in turn would help evaluating, systematizing and communicating the outcomes and improving

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
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programme quality over time. A conceptual framework for the MEL system is expected to be developed by May 2019.

Theory of Change

When the Brazil-UNICEF TSSC Programme was first implemented, a Theory of Change was not specifically designed for it. UNICEF and ABC relied on a general human rights-based approach and clear expected results for children rights, as established in ABC-UNICEF Annual Workplans.

Under the 2012-2016 Country Programme Document (CPD), the indicators used to monitor progress were the following: number of national institutions capacitated; proportion of ECOSOC resolutions addressing child rights issues sponsored by Brazil; number of TSSC projects developed and implement; instances of good practices and lessons learned systematized and disseminated. Now, under the 2017-2021 CPD, only one indicator is used to monitor its implementation: the #number of countries engaged with Brazil in South-south cooperation on childrens rights, facilitated by UNICEF Brazil#.

In 2017, and after extensive consultations with country offices that engage in SSC, a Theory of Change for South-South and Horizontal Cooperation was proposed by UNICEF#s Data, Research and Policy Division, (see figure in Annex I). Part of this theory of change draws on the lessons learned so far from the ABC-UNICEF partnership, as implemented in Brazil. As such, the SSC agenda of UNICEF Brazil is well aligned with the overarching proposed global theory of change of the organization, which will be further validated and adapted#as required#throughout the development of the above-mentioned MEL system. Complimentary to these efforts, it is expected that the present evaluation will help validate alignment with the global theory of change and thus improve the overall TSSC programme implementation.

Implementation Timeline of the Programme

- 2011 Signing of the Global MoU.
- 2012 Inclusion of SSC as programme component in the CPD 2012-2016.
- 2013 Signing of the Cooperation Agreement with ABC and first transfer of funds from ABC. Set-aside funds received for the Brazil-UNICEF TSSC Programme from UNICEF NYHQ.
- 2015 Design Workshop on South-South and Horizontal Cooperation (NY).
- Launch of the Guidelines for Trilateral South-South Cooperation Initiatives.
- 2016 Amendment no. 1 to the Cooperation Agreement and second transfer of funds from ABC. Study/assessment systematizing lessons learned and recommendations to the Brazil-UNICEF TSSC Programme.
- 2017 Amendment no. 2 to the Cooperation Agreement, with third transfer of funds from ABC. Start of the current CPD 2017-2021.
- SSC was included in the newly created Social Policy, Monitoring & Evaluation and South-South Cooperation Section.
- Side event at the UNOSSC Expo 2017, jointly organized by UNICEF and ABC, to showcase the TSSC Programme.
- 2018 Start of a consultancy to develop a MEL system for the Brazil-UNICEF TSSC Programme

Programme Financing

The Government of Brazil has made financial commitments to the Programme through the ABC-UNICEF Cooperation Agreement and its amendments, which amount in total to USD 503,713.06 for the period 2016-2019. In addition, UNICEF Brazil received set-aside funds from UNICEF HQ in 2013, to the amount of USD 301,500.00. UNICEF also provides annual funding for the programme structure of the UNICEF Brazil South-South Cooperation team. Furthermore, the Brazil-UNICEF TSSC Programme is also supported through budgets of other UNICEF COs of collaborating countries.

Geographic Coverage of the Programme

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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The Brazil-UNICEF TSSC Programme establishes partnerships with developing countries and has supported activities in an estimated 15 countries since 2011, throughout all four UNICEF geographic regions. Current ongoing partnerships include:

- #Cooperation with the Government of Ethiopia in WASH
- #Cooperation with the Government of Jamaica in child protection and juvenile justice.
- #Cooperation with the Government of São Tomé and Príncipe to strengthen the country's social protection and child protection systems.
- #Exchanges with the Government of Argentina to establish cooperation within adolescent health, juvenile justice, secondary education, social investment in children and multidimensional poverty.

3. PURPOSE OF THE EVALUATION

Rationale

Although part of the experience with the Brazil-UNICEF TSSC programme has been documented and systematized, no external evaluation has so far been carried out as to properly assess it. The absence of external evaluations or reviews, for instance, has been an important limitation to conduction of the 2016 assessment of the Programme, reducing its capacity to draw more reliable conclusions on the extent to which TSSC has effectively led to the attainment of UNICEF's key strategic objectives. Other obstacle found by the reviewers at the time was the fact that interviews for the assessment were carried out by UNICEF's staff, thus triangulation of information, through a third, uninvolved party, would be needed to counterbalance and complement the views expressed therein.

In addition, UNICEF is currently seeking to develop a strategy for SSC throughout the LAC region, as well as globally, for these reasons it would be timely to carry out this evaluation of the Brazil experience at this time so as to provide more systematic and robust evidence of lessons learned and good practices from the Brazil experience to inform the development of the regional SSC strategy, as well as to inform UNICEF Brazil SCC strategy going forward and inform the design of the MEL being developed.

The evaluation also fits well within the current work of UNICEF Brazil and ABC to develop a MEL system, as per the recommendations of the first small assessment. The evaluation will also help identify potential required adaptations of the MEL system and thus inform its final operational set-up. As such the two processes will be mutually complementary.

The overarching motivation behind this evaluation is whether and to what extent the Brazil-UNICEF TSSC Programme contributes to a process of sustainable and equitable development for children and adolescents, in the sense of expanding institutional and human capacities around child rights-oriented policies and programmes, and in particular, how it addresses the needs of those most vulnerable as identified in the MoU.

Through an independent assessment of the progress made towards achieving the programmatic results outlined in the Brazil-UNICEF TSSC Programme, the evaluation will seek to generate knowledge and a better understanding of successful strategies to promote South-South Cooperation, analyze processes, especially with regards to the application of SSC principles, and document results at both output and outcome levels, with consideration to human rights, gender and the vulnerable populations referred to in the context of the MoU. Ultimately, it should be able to identify what works, what doesn't and what lessons could be replicated.

Objectives

The evaluation will be both summative and formative. For the summative part, it aims to achieve a better understanding of the types of results and achievements, both intended and unintended, stemming from the Brazil-UNICEF TSSC Programme as a whole, taking into consideration all the activities carried out between

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
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January 2011 and December 2018. This will look at different levels to include benefits to the offices and government institutions of the countries who are requesting the support, and which are likely to be more concrete. The evaluation will also identify results and benefits to the Brazilian Government (ABC and Brazilian Cooperating Institutions), as well as to UNICEF at the level of the Brazil CO, Regional Office and, more broadly, if and how the experiences from this programme are able to inform UNICEF's global agenda.

For the formative part of the evaluation, the goal is to better understand how the Brazil-UNICEF TSSC Programme has been able to add value to the child rights agenda in the Latin America region and globally and to generate knowledge through a better understanding of the different strategies used (what worked, what didn't and why), so as to provide insights around the way in which South-South Cooperation is applied and the results that it generates for children (i.e. effectiveness and efficiency).

The main users of the results will be ABC, UNICEF Brazil, UNICEF LACRO, UNICEF HQ and UNICEF country offices, as well as national and subnational government authorities in Brazil (e.g. ministries, municipal and state governments), partner countries and cooperation agencies in other countries. The results will be used as a reference to guide future programmes and course corrections for existing ones. The secondary audience will be SSC researchers, other bodies and agencies of the Brazilian Government (e.g. IPEA, IBGE, CAGECE) and other United Nations Agencies.

Expectations are that insights from the evaluation will inform the UNICEF's regional strategy around SSC for children (see Annex VII) and contribute to the scale up of the ABC-UNICEF partnership to the regional level. It could also help the organization understand better how it may contribute to the development of a global strategy, including in the sense of establishing and/or improving guiding criteria and principles for an integrated approach.

4. EVALUATION FRAMEWORK

Scope of the evaluation

The evaluation will assess the relevance, effectiveness, efficiency and sustainability of the programme. Geographically, the evaluation team is expected to look at national level in Brazil as well as in the countries where activities within the framework of the TSSC Programme have been carried out, including Jamaica, Guatemala, Argentina, Paraguay, Belize, Ethiopia, Algeria, Sao Tome and Principe, Tunisia, Ghana, Armenia, Mexico, Ecuador, Lesotho and Yemen. Additionally, 2-3 countries where initiatives were not fruitful will also be included in order to better understand factors of success and failure. The evaluation will cover the implementation period from January 2011, when the MoU was signed, up to and including December 2018.

The evaluation will look at planning, design, implementation and results of the Brazil-UNICEF TSSC Programme interventions under the previous CPD (2012-2016) and the ongoing CPD (2017-2021).

Evaluation Criteria

The evaluation will seek to cover the following criteria:

1. Assess the relevance / appropriateness of Brazil-UNICEF TSSC programme's response to the demands from interested countries in the promotion of learning, knowledge exchange and building of solidarity among nations for the empowerment of children and in particular girls' rights as envisioned in the MOU.
2. Assess the effectiveness and efficiency of Brazil-UNICEF TSSC programme contributions in promoting a more effective horizontal exchange of successful experiences between Brazil and other countries for the empowerment of recovery and disaster risk reduction, including looking at strategies used and the effectiveness of organizational arrangements in place;
3. The evaluation will seek to assess the likelihood of sustainability of the positive outcomes of the intervention;

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
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In addition, the evaluation will also look into the following:

1. Analyze to what extent a human rights approach and gender equality principles have informed the different programme and interventions developed under the Brazil-UNICEF TSSC programme, and allowed it to focus on the most vulnerable and marginalized;
2. Identify lessons learned and good practice examples, as well as underlying factors for successful replication; and
3. Provide actionable and forward-looking recommendations with a view to strengthen UNICEF's work both at country and regional level to help solidify UNICEF's work in SCC.

Evaluation Questions

The following evaluation questions are indicative and directly have been formulated using the key evaluation criteria as stated above (relevance, effectiveness, efficiency, sustainability) which seek to identify the key questions the evaluation seeks to answer. It is expected that the evaluation questions will be further refined during the inception phase.

The key questions this evaluation will seek to answer are:

1. How relevant is the work of the Brazil-UNICEF TSSC Programme to achieving results for women and children? (Design question. Relevance criteria)

-How relevant is the Brazil-UNICEF TSSC Programme to the implementation of UNICEF Brazil's Country Programme and the achievement of its goals? And how relevant is the Brazil-UNICEF TSSC Programme to Brazil's cooperation?

-To what extent has the Brazil-UNICEF TSSC Programme, as currently designed, been able to adequately address the needs of the countries requesting support?

-How relevant is the Brazil-UNICEF TSSC Programme to UNICEF's global strategy on SSC?

-How aligned is the Brazil-UNICEF TSSC Programme with Brazil's national development priorities of Brazil?

-To what extent has the programme take into consideration the needs of children, and in particular girls and the most vulnerable, when planning and implementing interventions?

EFFICIENCY

2. Were the resources available to the Brazil-UNICEF TSSC Programme used efficiently in achieving its expected results? (efficiency criteria)

-What are the factors or conditions (strategies) necessary for an SCC intervention to be successful?

-What have been the major challenges encountered and how were they overcome?

-What are the main strengths and weaknesses of the Programme?

-What systems are in place to better understand and support programme management and learning?

-Is the current TOC useful and does it adequately reflect the work of the Brazil-UNICEF TSSC Programme?

EFFECTIVE

3. How effective was the Brazil-UNICEF TSSC Programme in achieving positive results for women and children, with a focus on girls and vulnerable populations? (results question, effectiveness criteria)

-What were the main achievements/results of the TSSC during that period, for Brazil and other countries?

-Were there any unexpected results for Brazil and other countries?

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
|------|---------------------|----------|------|------------|-------|

- How were the national capacities of Brazil or other countries improved?
- What were the most successful cases and/or partnerships? How different were they from the ones that were as unsuccessful?
- How have the most vulnerable and marginalized benefitted from this programme?

4. How has the Brazil-UNICEF TSSC Programme enabled UNICEF to deliver on gender equality and empowerment of the more vulnerable? (Results question. Effectiveness criterion)

- How effective was the Brazil-UNICEF TSSC Programme in influencing the Government of Brazil, or other governments, to take children rights into consideration in its international cooperation?

5. How likely are the positive result of these interventions to be sustained over time?

- Have these experiences benefited Brazil and collaborating countries in the long term?

Based on the information, time and resources available, the impact criteria will not be assessed for this evaluation, however any indication of impact collected during the evaluation process will be reflected in the final report. By following these evaluation questions, UNICEF will be able to maximize the usage of the evaluation, in an equitable and human rights-based environment.

5. METHODOLOGY

In line with the evaluation objectives, a utilization focused theory-based approach will be used, building on the underlying theory of change to understand the effectiveness of UNICEFs interventions and to ensure maximal use of the evaluation findings. The evaluation should be transparent, inclusive, as well as gender and human rights responsive. It should be conducted in a participatory manner drawing on the experience of key stakeholders national, regional and global level throughout all phases of the evaluation. The evaluation team is expected to utilize a mixed method approach and draw on both qualitative and quantitative data available as a way to increase data sources for triangulation.

The main elements of the methodology will be refined and further developed during the inception phase in line with the evaluation teams initial findings and in close collaboration with UNICEF Brazil SPM&E SSC team, ABC and with LACROs guidance and support.

The evaluation team will rely on secondary sources of information available. Additionally, the evaluation team will collect primary data, through interviews, focus group discussions and stakeholder consultation from all 15 countries covered by the programme interventions, including UNICEF staff in Brazil, partner countries and LACRO, government officials, etc. as well as from the regional office and UNICEF HQ. The feasibility of undertaking a mini-survey will also be explored during the inception phase. Wherever possible data will be disaggregated by relevant criteria, including: gender, age, marginalized and vulnerable groups, etc.

An evaluation matrix will be developed by evaluation team, explaining how each evaluation question will be answered and measured and how the information will be collected. This matrix will serve as a guiding framework to ensure data collection coherence, facilitate data triangulation and systematic analysis.

In terms of sampling, the 2-4 key informants will be selected from each intervention (both in Brazil and in partner countries), including:

- Government officials in Brazil and other countries;
- UNICEF CO and RO officers;
- Implementing partners from civil society (e.g. academia);
- Other stakeholders, as needed

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
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Key secondary data sources identified for the evaluation include:

- Documentation related to the establishment of the Brazil-UNICEF TSSC Programme, including the Cooperation Agreement and the Memorandum of Understanding between ABC/MRE and UNICEF Brazil as well as the two amendments;
- Documentation related to the implementation of the Programme, including agreements with partner institutions, terms of reference, scoping mission reports, project documents, correspondence, etc.
- Relevant documentation from country offices benefitting from the TSSC intervention (this may be UNICEF CO reporting or from national counterparts)
- Good Practices in South-South and Triangular Cooperation for Sustainable Development, UNOSSC (2016)
- Guidelines for Trilateral South-South Cooperation Initiatives, UNICEF, ABC (2017)
- Guidance Note on South-South/Horizontal Cooperation, working draft, UNICEF (2017)
- UNICEF Country Programme Document 2017-2021
- Trilateral South-South Cooperation # Lessons Learned and Recommendations, UNICEF (2016)

Relevant stakeholders of the Brazil-UNICEF TSSC Programme will be continuously involved in all steps of the evaluation (see Annexes II and III). The participation levels chosen are justified as a means to mitigate the complexity of having multiple stakeholders, allowing each of them to participate in stages that are relevant to them, therefore contributing to creating collective ownership over the process while avoiding evaluation fatigue.

The evaluation will follow the guidance on the integration of gender equality and human rights principles as established in the UNEG. The evaluation will follow UNEG Norms and Standards for Evaluation in the UN system and follow UNEG Ethical Guidelines and Code of Conduct as well as the UNICEF Procedure for Ethical Standards in Research, Evaluation, Data Collection and Analysis of with collected with children if applicable.

- Ethical Guidelines for UN Evaluations
- How to design Equity-Focused evaluations
- Integrating Human Rights and Gender Equality in Evaluations
- UNEG Code of Conduct for Evaluation in the UN system

When interviewing children, the following guidelines should be applied: Ethical Research Involving Children: <https://childethics.com/>

6. EVALUATION WORKPLAN

Evaluation phases

The evaluation will include four distinct phases.

An initial inception phase which will include preliminary desk review and discussions with key stakeholders, including UNICEF and ABC, leading to a brief evaluability assessment. This will allow the evaluation team to fully understand the evaluand and the objectives of the evaluation, as well as the limitations to the evaluation and will help refine evaluation purpose, scope and questions. A brief evaluability assessment will also be undertaken. Inclusion of key users in this stage will be key to ensure a participatory and effective utilization approach. Preliminary findings will lead to the revision as needed of the evaluation methodology in close agreement with the evaluation managers. A brief inception report will capture all the changes and include tools for collection of data, an evaluation matrix as well as a more detailed and up to date evaluation timeline.

The data collection phase will entail a more in-depth desk review. UNICEF will support the evaluation team to identify and contact key stakeholders. If deemed effective a survey will be undertaken along with the semi-structured interviews.

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
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A final analysis and reporting phase where data collected will be systematized, triangulated and analyzed. Some follow up remote interviews may be required. An initial draft evaluation report will be presented to the reference group for validation and comments. A final report will be prepared incorporating all comments and findings.

EVALUATION TIMELINE:

- Nov-Dec 2018: ToRs and selection of Evaluation Team.
- Dec 2018: Hiring process and contract signed
- Jan-Apr 2019: Inception phase. Inception report delivered (including methodology, timeframe and evaluability analysis).
- May-Jul 2019: Data collection phase. Presentation of preliminary results.
- Aug-Oct 2019: Final phase. Final report including a 5-page executive summary.

Please refer to Annex V for a tentative time frame for evaluation activities and deliverables.

DELIVERABLES AND PAYMENT SCHEDULE:

Deliverable 01: Final Inception Report, including:

- a) evaluability analysis;
 - b) detailed methodology;
 - c) data collection methods and instruments;
 - d) complete evaluation matrix;
 - e) map of key stakeholders and interview protocols;
 - f) final evaluation matrix;
 - g) first hypothesis/preliminary findings of the desk review/literature review.
- Estimated size: 20 pages (excluding annexes). To be reviewed by reference group.
 Deadline: 01/04/2019
 Amount payable upon completion: 30%

Deliverable 02: Presentation of Preliminary Findings

Format: Slide presentation. To be reviewed by reference group.
 Deadline: 15/07/2019
 Amount payable upon completion: 20%

Deliverable 03: Draft Evaluation Report (including Executive Summary)

Estimated size: 50 pages (excluding annexes). To be reviewed by management team, in coordination with ABC.
 Deadline: 30/08/2019
 Amount payable upon completion: 20%

Deliverable 04: Final Evaluation Report and Presentation of Final Results

Estimated size of Final Report: 50 pages (excluding annexes). To be reviewed by reference.
 Presentation format: Slide presentation. To be reviewed by reference group.
 Deadline: 07/10/2019
 Amount payable upon completion: 30%

Proposed Work Plan

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
|------|---------------------|----------|------|------------|-------|

The evaluation team is expected to work for at least 75 days each. The team leader and two senior evaluators are expected to work full time during that period, while other evaluators may be subcontracted to perform specific tasks for shorter periods as deemed necessary.

Evaluation team composition will ideally be balance in terms of gender and include representatives from vulnerable groups

Report format

It is to be noted that UNICEF has developed an oversight system for its evaluation reports since 2009, called #Global Evaluation Reports Oversight System# (GEROS) that assesses the quality of all evaluation reports against standard quality criteria. All ratings and evaluation reports are then available to the public on UNICEF website. Therefore, the evaluation inception and final reports must be compliant with UNICEF standards:

-Inception report (same check-list for UNICEF inception report than for Terms of Reference):
https://www.unicef.org/evaluation/files/UNICEF_UNEG_TOR_Checklist_updated_June_2017.pdf

-Final report:
https://www.unicef.org/evaluation/files/UNICEF_adapated_reporting_standards_updated_June_2017_FINAL.pdf

Roles and responsibilities for the evaluation

The evaluation will be managed by UNICEF Brazil CO with support from UNICEF LACRO in coordination with ABC.

UNICEF BCO, with the assistance of the Regional Office (LACRO), will jointly

- Provide oversight to the evaluation process, review drafts and provide guidance to the evaluation team.
- Review and approve all deliverables.

UNICEF BCO # SPM&E SSC section:

- Act as the first point of contact for the evaluation team and will be have the management responsibility of the evaluation.
- Provide an introductory briefing to the evaluation team in order to ensure that all the elements of the present terms of reference are fully understood
- Keep up-to-date with progress in the evaluation and inform the reference group accordingly
- Manage contract including clearance of deliverables and timely disbursement of funding as per payment schedule

An evaluation reference group will be identified to provide oversight and quality assurance to the process, including

- Review methodological proposal
- Review final deliverable
- Participate in meetings as required.

The reference group is expected to interact remotely by telephone, Skype and/or e-mail communication.

The UNICEF Brazil Office will be responsible for the day-to-day oversight and management of the evaluation and for management of the evaluation budget. It will assure the quality and independence of the evaluation and guarantee its alignment with UNEG Norms and Standards and Ethical Guidelines. With support from LACRO it will provide quality assurance checking that the evaluation findings and conclusions are relevant and recommendations are implementable.

7. KEY COMPETENCES, TECHNICAL BACKGROUND AND EXPERIENCE REQUIRED

We expect the evaluation team to be composed of at least 2-3 evaluators, including one senior team leader and

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
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one evaluation specialist and/or one research assistant with support from a company/institution with extensive experience in multiple-country strategic evaluation development programmes.

The following skills will need to be covered by the evaluation team:

- Experience evaluating South-South Cooperation Programmes.
- Experience evaluating multi-country programmes.
- Fluency in English and Portuguese required; fluency in Spanish highly desirable, other relevant languages will be considered an asset.
- Previous experience in the countries covered by the programme is desirable.
- If selected, the team will have to provide relevant legal documentation (see Annex VI)

The following skills, competences and experience are required of the Team Leader:

- Advanced University Degree in the area of international relations, social science, development studies, economy, public management or related field;
- At least eight years of relevant professional experience in conducting evaluations; experience with multi-country evaluations and evaluations within the UN system is an asset;
- Excellent and proven knowledge of evaluation design and approaches, as well as qualitative and quantitative data collection methods;
- Proven work experience in evaluation of development programmes, especially within the areas of human rights and/or child rights and South-South Cooperation;
- Good understanding of current communication technologies and platforms;
- Sound knowledge of results-based management and human-rights based approach to development;
- Strong analytical skills to compile and consolidate a variety of inputs and produce concise and easy-to-understand documents;
- Proven experience of having worked with in a multi-cultural environment;
- Strong inter-personal skills;
- Ability to work with little supervision;
- Prior experience of working with the UN is desirable;
- Good understanding of UNEG norms and standards for Evaluation and other international evaluation standards
- Fluency in English and Portuguese is required; fluency in Spanish is highly desirable.

The following skills, competences and experience are required of the Evaluation Specialist/Research Assistant:

- Strong conceptualization, analytical and writing skills and ability to work effectively in a team.
- Hands-on experience in collecting and analyzing quantitative and qualitative data;
- Knowledge of the UNs human rights, gender equality and equity agendas and application in evaluation;
- Commitment and willingness to work in a challenging environment and ability to produce quality work under limited guidance and supervision;
- Good communication and people skills; ability to communicate with various stakeholders and to express ideas and concepts concisely and clearly in written and oral form;
- Language proficiency: Fluency in English is required; good command of Portuguese and or Spanish is desirable.

8. REFERENCE DOCUMENTATION

- Convention on the Rights of the Child (CRC)
- Convention on the Elimination of All Forms of Discrimination against Women (CEDAW)
- Buenos Aires Plan of Action (BAPA)
- UNGA Resolution A/RES/64/222 (#Nairobi outcome document of the High-level United Nations Conference on South-South Cooperation#)
- Good Practices in South-South and Triangular Cooperation for Sustainable Development, UNOSSC (2016)

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---|----------|------|------------|-------|
| | <ul style="list-style-type: none"> -Guidelines for Trilateral South-South Cooperation Initiatives, UNICEF, ABC (2017) -Guidance Note on South-South/Horizontal Cooperation, working draft, UNICEF (2017) -UNICEF Country Programme Document 2017-2021 and 2012-2016 -UNICEF Strategic Plan 2014-2017: http://www.unicef.org/strategicplan/ -UNICEF Strategic Plan 2018-2021: https://www.unicef.org/about/execboard/files/2017-17-Rev1-Strategic_Plan_2018-2021-ODS-EN.pdf -Trilateral South-South Cooperation # Lessons Learned and Recommendations, UNICEF (2016) -Cooperation Agreement, ABC/MRE-UNICEF Brazil (and two amendments) -Memorandum of Understanding, ABC/MRE-UNICEF Brazil -Sustainable Development Goals 1, 2, 3, 4, 5, 6, 10, 11, 13, 16, 17 -Annual Work Plans with ABC/MRE-UNICEF Brazil -Project Documents signed and any relevant documentation and correspondence related to the projects established under the TSSC Programme | | | | |

The evaluation team and the evaluation process must meet the requirements and standards of the following documents:

- UNICEF Revised Evaluation Policy (12 April 2018)
- United Nations Evaluation Group (UNEG) norms and standards (2016)
- UNICEF Gender Equality Resources: http://www.unicef.org/gender/gender_57850.html
- UNEG Code of Conduct for Evaluation in the UN system as well as Ethical Guidelines for UN Evaluations
- UNEG Norms and Standards: <http://www.unevaluation.org/document/detail/1914>
- How to design Equity-Focused evaluations
- Ethical Research Involving Children, 2013, <https://childethics.com/>

9. EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL PROPOSAL:

Technical Proposal (70 points)

1) Overall quality of the proposal (10 points):

a) Clear understanding of the objectives of the consultancy and relevance to the expected results;

2) Professional experience (40 points):

a) Professional qualification of the involved professionals (15 points);

b) Technical suitability for the assignment (10 points);

c) Prior work experience within related fields (15 points);

3) Proposed methodology (30 points):

a) Quality of the proposed approach/methodology (20 points);

b) Risk assessment # acknowledgement of risks/challenges of the chosen methodological approach and proposed methods to manage such risks/challenges (10 points).

Financial Proposal (30 points)

Observation: The Financial proposals will be assessed only of those applicants that have been evaluated as technically qualified for the assignment (i.e. scoring between 49 and 70 points).

The scores of the financial proposal and the technical proposal will be consolidated and together generate the final score of the overall proposal.

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SPECIAL NOTES

Applicants are requested to send their applications to brzprocurement@unicef.org at the deadline of 09 December 2018, 18h00, Brasília time.

Applications must include:

A technical proposal, including:

- 1) the methodological approach that will be applied to guarantee quality and timely deliverables;
- 2) a risk assessment (i.e. what are the main risks that may come to hamper progress and what precautions will be taken to diminish such risks?);
- 3) a detailed work plan with dates and information on implementation within the given timeframe, including roles and responsibilities of each team member; and
- 4) the firm's portfolio, including the team composition and profile of all professionals that will be involved in the evaluation;

A financial proposal (total amount);

P-11 form filled in by the Team Leader and Evaluation Specialist/Research Assistant (it can be downloaded from our website at:

http://www.unicef.org/about/employ/files/Personal_History_P11.doc)

A work sample relevant to the experience requirements (i.e. the final report of a previously conducted evaluation.);

Indicate where you heard about this advertisement

Please indicate your availability and daily/monthly rate (in US\$) to undertake the terms of reference above. Applications submitted without a daily/monthly rate will not be considered.

NOTE: Files should not exceed 5.0MB limit

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:

ANNEX A GENERAL TERMS AND CONDITIONS

(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

ANNEX A GENERAL TERMS AND CONDITIONS

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.

ANNEX A GENERAL TERMS AND CONDITIONS

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

ANNEX A GENERAL TERMS AND CONDITIONS

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

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

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

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

(b) In the case of suspension, if the Contractor takes appropriate action to address the relevant incident or breach 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.

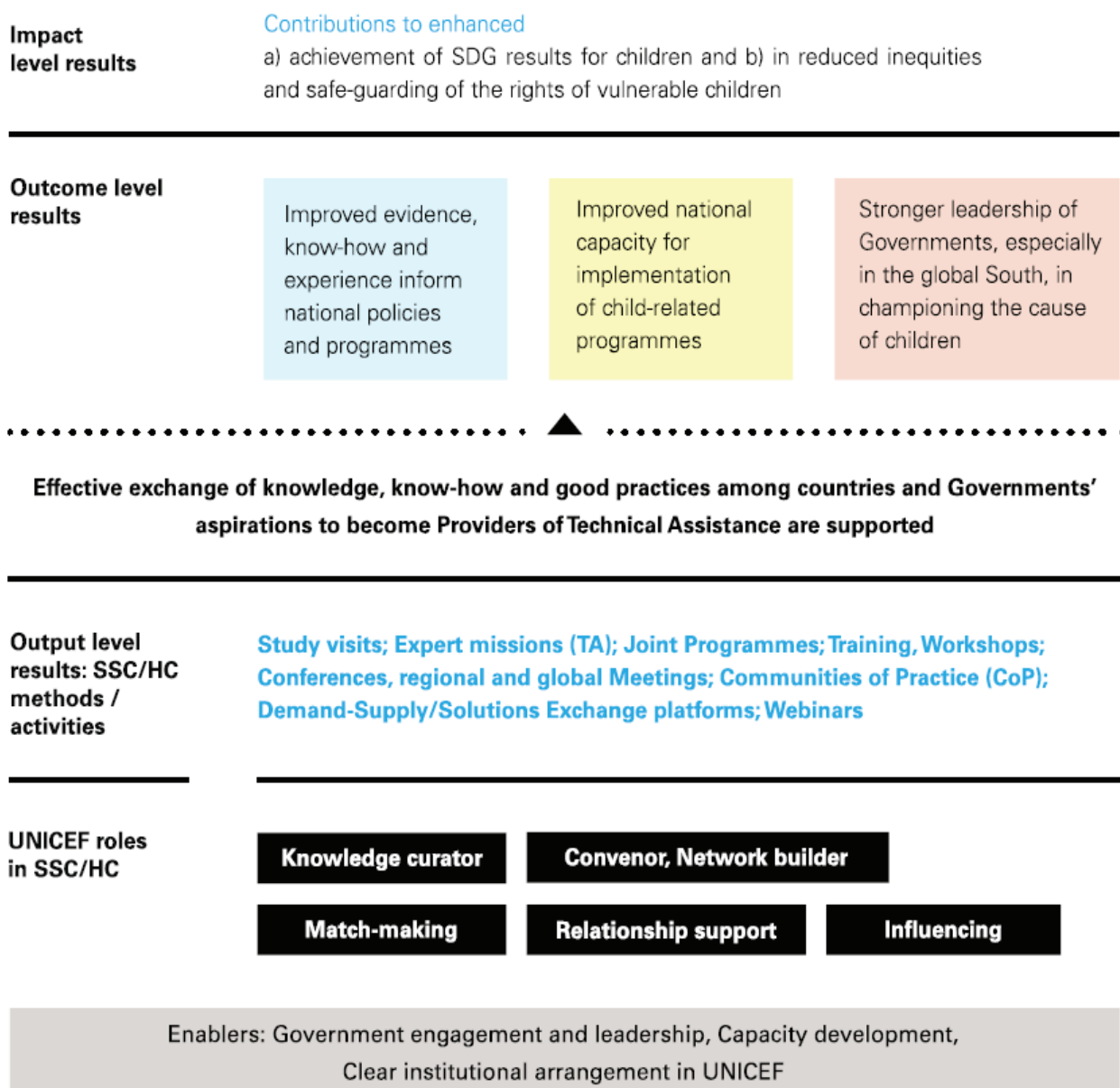
11.8 The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.

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.

TERMS OF REFERENCE FOR CONSULTANCY (INSTITUTIONAL/CORPORATE CONTRACT)

ANNEX B – UNICEF’S THEORY OF CHANGE FOR SOUTH-SOUTH AND HORIZONTAL COOPERATION



Source: UNICEF Guidance Note on South-South/Horizontal Cooperation, Working Draft, 2017 (not yet published).

TERMS OF REFERENCE FOR CONSULTANCY (INSTITUTIONAL/CORPORATE CONTRACT)

ANNEX C – RELEVANT STAKEHOLDERS OF THE BRAZIL-UNICEF TSSC PROGRAMME

| Actor | Role | Contribution | Relevance |
|---|---|---|--|
| ABC/Ministry of External Relations | Coordination and liaison with Brazilian counterparts | Identifies and mobilizes key stakeholders as per demands from partners countries, develops and manages TSSC initiatives, monitors implementation | Crucial to the Programme existence, implementation and effectiveness |
| Brazilian technical implementing partner institutions | Provide technical expertise and knowledge. | Lead on technical implementation and take active part in overall coordination and management of a given TSSC initiative. | Crucial to the Programme implementation and effectiveness |
| UNICEF BRAZIL | Knowledge curator, convener, network builder, match-maker, relationship support and influencing | Designs, executes and facilitates South-South horizontal exchanges, provides technical input and operational support, identifies and documents successful Brazilian experiences | Central relevance to Programme implementation and design |
| UNICEF LACRO | Matchmaker of SSC demands and technical oversight and support | Identifies and validates good practices proposed by COs, assess SSC activities, facilitates match-making and knowledge exchange. | Central relevance to oversight and support functions |
| UNICEF NYHQ | Strategic guidance around SSC initiatives | Provides a framework for UNICEF's engagement in SSC, lead the development of tools | Central relevance to strategic guidance |
| Partners countries involved in the TSSC Programme | Creation of SSC demands to receive or provide technical assistance and knowledge | Identify technical and capacity gaps, establish appropriate partnerships based on development needs, and implement solutions | Central relevance to Programme existence, implementation and design |

TERMS OF REFERENCE FOR CONSULTANCY (INSTITUTIONAL/CORPORATE CONTRACT)

ANNEX D – LEVEL OF PARTICIPATION OF STAKEHOLDERS

| Stakeholders | Level of participation in the intervention | level of participation in the evaluation | Design Phase | Data Collection | Analysis | Use |
|---|--|--|--------------|-----------------|----------|--------|
| ABC | High | High | High | High | Low | High |
| Brazilian technical implementing partner institutions | High | Medium | Low | Low | Medium | High |
| UNICEF Brazil | High | High | High | High | Medium | High |
| UNICEF LACRO | Low | High | High | Low | Low | High |
| UNICEF HQ | Low | Medium | Low | Low | Low | High |
| UNICEF COs (participating in SSC) | High | Medium | - | Medium | - | Medium |
| Beneficiary Countries | High | Medium | - | Low | Low | Medium |
| Evaluation reference group | Medium | Medium | - | Low | Medium | Medium |

TERMS OF REFERENCE FOR CONSULTANCY (INSTITUTIONAL/CORPORATE CONTRACT)

ANNEX E – CHALLENGES AND MITIGATION STRATEGIES FOR THE EVALUATION

| Type | Limitation | Mitigation Mechanisms |
|--------------------------------|---|--|
| Context | The diversity of stakeholders in the TSSC Programme (ABC, UNICEF Brazil, UNICEF LACRO, UNICEF HQ) may require additional attention when designing and carrying out the evaluation so as to make sure its objectives are well aligned with the actors' expectations. | Ensure stakeholders are well involved in key stages of the evaluation process and informed about relevant developments. |
| Evaluation object and logic | Since TSSC involves multiples countries, language may be a barrier to the evaluators. Also, the fact that before 2017 no Theory of Change or results framework was used to guide the Programme implementation may limit the evaluation of some criteria, such as relevance, effectiveness and efficiency. | Translators may be used as a mitigation measure. The evaluation can seek to identify the informal/non-written results framework that was being used by the SSC unit. |
| Access and reliability of data | Internal and external staff involved in past processes may no longer work for their respective organizations, therefore some data may be difficult to acquire. | Data triangulation between involved partners may mitigate this issue as well as documental research. |
| M&E | There is currently no baseline or monitoring, Evaluation and Learning System(MEL) in place for the TSSC Programme. | A MEL system is currently being developed and it is expected to benefit from the findings of the evaluation. |
| Others | The fact that the information available in existing documentation may be lacking, incomplete or not properly organized could be an obstacle to the evaluation team. | During the inception phase, an evaluability analysis will be carried out. |

TERMS OF REFERENCE FOR CONSULTANCY (INSTITUTIONAL/CORPORATE CONTRACT)

ANNEX F – TENTATIVE TIME FRAME FOR THE EVALUATION

| Steps (deliverables in yellow) | Jan 2019 | Feb 2019 | Mar 2019 | Apr 2019 | May 2019 | Jun 2019 | Jul 2019 | Aug 2019 | Sep 2019 | Oct 2019 |
|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Inception phase / Desk review | | | | | | | | | | |
| Draft Inception report (including map of stakeholders and evaluation matrix, etc.) | | | | | | | | | | |
| Comments on draft inception report | | | | | | | | | | |
| Deliverable 01: Final Inception Report | | | | | | | | | | |
| Data collection | | | | | | | | | | |
| Data systematization & analysis | | | | | | | | | | |
| Deliverable 02: Presentation of Preliminary findings/stakeholders consultation | | | | | | | | | | |
| Preparation of Draft Evaluation Report | | | | | | | | | | |
| Deliverable 03: Draft Evaluation Report | | | | | | | | | | |
| Comments on draft | | | | | | | | | | |
| Integrate comments in final report | | | | | | | | | | |
| Deliverable 04: Final Evaluation Report and presentation of Final Results | | | | | | | | | | |

TERMS OF REFERENCE FOR CONSULTANCY (INSTITUTIONAL/CORPORATE CONTRACT)

ANNEX G – LEGAL DOCUMENTATION REQUIRED OF THE SELECTED EVALUATION FIRM

If selected, the organization/company should be able to provide the following documents and certificates to prove its legal capacity and operation status in Brazil. In case the selected organization/company is not legally based in Brazil, equivalent documentation will be required.

- a) *Alvará de funcionamento;*
- b) *Atestado de capacidade técnica com mesmo escopo de serviço deste Termo de Referência e emitido por no mínimo duas empresas para as quais os proponentes prestam serviços há mais de 5 anos, no mínimo. Somente serão aceitos atestados de capacidade com data inferior a 1 ano, contado da data de apresentação da proposta. Atestados emitidos há mais de 1 ano não serão considerados válidos;*
- c) *Ato constitutivo — Declaração de Firma Individual, Estatuto ou Contrato Social — em vigor, devidamente registrado ou inscrito no órgão competente, e com a comprovação da diretoria em exercício;*
- d) *Certidão Negativa de Falência ou Recuperação Judicial expedida pelos cartórios distribuidores da sede do Licitante;*
- e) *Declaração de inexistência de trabalho noturno, perigoso ou insalubre a menores de dezoito e de qualquer trabalho a menores de dezesseis anos, salvo na condição de aprendiz, a partir de quatorze anos;*
- f) *Certidão Negativa de Débitos com os Tributos e Contribuições Federais emitida pela Secretaria da Receita Federal, com validade na data de apresentação da Proposta;*
- g) *Certidão Negativa de Débitos com os Tributos e Contribuições Estaduais expedida pelo órgão competente, com validade na data de apresentação da Proposta;*
- h) *Certidão Negativa de Débitos com os Tributos e Contribuições Municipais expedida pelo órgão competente, com validade na data de apresentação da Proposta;*
- i) *Certidão Negativa de Débito (CND), emitida pelo Instituto Nacional de Seguridade Social (INSS), com validade na data de apresentação da Proposta;*
- j) *Certidão de Regularidade do FGTS, expedida pela Caixa Econômica Federal (CEF), com validade na data de apresentação da Proposta.*
- k) *Declaração emitida e assinada pela empresa proponente atestando a sua capacidade financeira, técnica e produtiva necessária a fim de cumprir o contrato em questão.*

The documents required under "f" to "h" may be replaced by a statement issued by SICAF - Sistema de Cadastro Unificado de Fornecedores do Governo Federal.