

TERMS OF REFERENCE FOR SERVICE CONTRACTING

Assignment	Long Term Agreement to provide SMS services and integration within the RapidPro Communication Platform in Jordan
Location	Jordan-All governorates
Duration	24 months with the possibility of extension for another 24 months under satisfactory performance
Start date	January 2026
End date	December 2028 with possible extension
Reporting to	Social Protection Programme Officer Information and Communications Technology Officer

BACKGROUND

UNICEF Jordan Country Office is leveraging SMS technology to enhance communication, monitoring, and service delivery across its integrated programs for children and vulnerable families. The use of SMS technology supports UNICEF programmes in ensuring timely updates to beneficiaries, in supporting behavioural change communication, and in process monitoring for essential services such as health, education, and social protection. The SMS are also key in implementing feedback and complaint mechanisms, allowing beneficiaries to engage actively in program improvement. Additionally, UNICEF is collaborating with the National Aid Fund (NAF) to institutionalize RapidPro as a real-time monitoring tool for cash transfer programs, ensuring efficient beneficiary registration and issue resolution. The tool also supports direct communication between NAF and beneficiaries for verification of identification and troubleshooting problems of receiving cash assistance and it has proven essential to quickly reach out to households for the COVID-19 Emergency Cash Assistance programme provided by the National Aid Fund, supporting the registration of over 200,000 households in less than a month.

To sustain these activities, UNICEF seeks the services of Mobile Network Operators and SMS aggregators to provide large-scale SMS-based communication solutions, including one-way and two-way messaging, short code management, and support system integration.

RapidPro: Is a platform used by UNICEF to send and receive SMS messages through a workflow engine, enabling two-way, tree-structured communication between the system and its users.

1. OBJECTIVES

UNICEF Jordan requires the services of Mobile Network Operators or SMS aggregator for a large volume of mobile-based initiatives including:

- One-way Short Messaging Service communications (one-way SMS).
- Two-way Short Messaging Service communications (two-way SMS).
- Maintaining existing and obtaining new short codes for the operation of the services.

- Short codes are 'toll-free' or 'reverse-billed' short codes
- Provide a REST API or SMSC (Short Message Service Center) interface for integration with RapidPro
- Offer technical support and uptime monitoring tools

The service provider will integrate their services with different applications (SMS) of UNICEF, which are based upon the RapidPro platform with the provision of Pull/Push SMS.

2. SCOPE OF WORK

This request for proposal is open for both Mobile Networks Operators and SMS aggregators. The objective is the same however, the scope of work differs depending on the type of service provider. When submitting their bids, service providers should clearly indicate whether they are applying as Mobile Network Operators or aggregators.

2.1 Scope for Mobile Network Operators

Provide an SMS, USSD, and Gateway Service ("Service") to UNICEF and its partners for the purpose of supporting the [End User, Customer's, etc] SMS Information Service. This involves the operation, administration, and monitoring of a data processing environment (hard & software) for the service, including backup and recovery.

- Provide incoming and outgoing SMS service (pull/push) on all short codes licensed to UNICEF or it's implementing partners on reverse billing service.
- Provide USSD gateway hosting service integration with the Service Provider's network
- Set up and licensing of short codes and activation of procured short codes, knowing that UNICEF already has established and activated short codes in place. These will be used for the current engagement. However, if needed, the service provider may be requested to support the reconfiguration of existing short codes to a new provider or assist in acquiring and activating additional short codes.
- Engage with the telecommunication regulatory body to release unique 2-way reverse-billable short codes for UNICEF's exclusive use for UNICEF and partner programming.
- Management and maintenance of the short codes for UNICEF and its partners.
- Provide incoming and outgoing SMS services for toll-free short codes licensed to UNICEF and its partners, relevant services, and an appropriate billing system.
- Provide ongoing operational support of the UNICEF Information and Communication System, such as troubleshooting and correction of problems throughout the contract duration
- Provision of timely technical support should there be any technical emergency, or system failures.
- Provision of service outage and failure alerts system.
- Proactive provision of system monitoring of service quality, reliability, success rate, and delivery time.
- Provide a tiered or bulk pricing model based on the volume of outgoing and incoming SMS.

2.2 Scope for Aggregators

Provide an SMS, USSD, Gateway Service ("Service") to UNICEF and its partners for the purpose of supporting the [End User, Customer's, etc] SMS Information Service. This involves the operation, administration, and monitoring of a data processing environment (hard & software) for the service, including backup and recovery.

- Provide incoming and outgoing SMS service (pull/push) on all short codes licensed to UNICEF or it's implementing partners on reverse billing service.
- Provide integration of other channels (USSD, etc) as they become available and integrate with all MNOs.
- Set up and licensing of short codes and activation of procured short codes

- Engage with Mobile Network Operators and the telecommunication regulatory body for the release of a unique 2-way reverse-billable short code for UNICEF's exclusive use for UNICEF and partner programming.
- Activation of the short code. Knowing that UNICEF already has established and activated short codes in place. These will be used for the current engagement. However, if needed, the service provider may be requested to support the reconfiguration of existing short codes to a new provider or assist in acquiring and activating additional short codes.
- Management and maintenance of the short code for UNICEF and its partners.
- Provide incoming and outgoing SMS services for toll-free short codes licensed to UNICEF, relevant services, and an appropriate billing system.
- Provide ongoing operational support of the UNICEF Information and Communication System, such as troubleshooting and correction of problems throughout the contract duration.
- Provision of timely technical support should there be any technical emergency, or system failures.
- Provision of service outage and failure alerts system.
- Proactive provision of system monitoring of service quality, reliability, success rate, and delivery-time
- Deliver data from incoming messages to cloud or local servers as desired by UNICEF.
- Support UNICEF negotiations with MNOs for reduced or discounted rates for SMS and apply such discounts to UNICEF billings.

2.3 Example of the API Requirements for RapidPro Integration:

1. API Documentation

The aggregator must provide:

- **Authentication methods** (e.g., API keys, OAuth).
- **Input parameters** for sending and receiving SMS.
- **Output formats** (typically JSON or XML).
- **Endpoint descriptions** for both inbound and outbound messaging

2. Test Environment Access

To facilitate development and testing:

- A **test phone number** must be provided.
- Access to a **sandbox or test account** in the aggregator's console is required.
- This allows UNICEF developers or vendors to validate the integration before going live

3. Support for REST API or SMSC Protocols

RapidPro supports integration via:

- **REST API:** Preferred for most aggregators. It allows HTTP-based communication for sending and receiving SMS.
- **SMSC Protocols:** Includes SMPP, UCP/EMI, and CIMD3. These require VPN access and are used for high-volume or secure environments

4. Message Routing Endpoints

- **Outgoing Messages:** Aggregator must accept POST requests with parameters like text, to, from, channel, and id.
- **Incoming Messages:** Aggregator must POST to RapidPro with parameters like from, text, and optionally date in ISO-8601 format

5. Monitoring and SLA Tools

- Aggregator must provide a **monitoring dashboard** to track uptime, delivery rates, and latency.
- A **Service Level Agreement (SLA)** must define escalation procedures with MNOs and response times for outages

6. Technical Support

- Aggregator must offer **dedicated support contacts** for integration troubleshooting.
- Support should be available during deployment and for ongoing operations

3. LOCATION

Services must be provided in the Hashemite Kingdom of Jordan in all governorates

4. DURATION & PRICING

The initial duration will be for twenty-four months with the possibility of an extension for another 24 months under the same terms and conditions. There will be no price escalation during the contract period. Mobile Network Operators shall apply instantly any discount or commercial offer negotiated in the framework of partnerships between UNICEF and them. For SMS aggregators, should there be any downward revision in service charges offered by the vendor, the same will be passed to UNICEF on a proportionate basis.

5. PAYMENT TERMS AND SCHEDULE

Based on the contract rates, payment of the services would be made against the Purchase Order/Contract and upon satisfactory proof of delivery of service signed by the vendor.

- No advance payment will be made on awarding the contract.
- Payment will be made on a monthly basis upon confirmation of the statistics reports available to UNICEF and will be segregated into the following categories:
 - Successfully delivered SMS and calls will be paid in FULL.
 - Calls and SMS delayed/Failed/Expired/DLR (delivery report) will not be paid.
 - Rejected/DND/Invalid SMS and calls will not be paid.
- Payment will be made within 30 days after receiving the original Invoice and after review and certification of outputs and deliverables by UNICEF.

6. QUALIFICATION REQUIREMENTS

6.1 Common for both Mobile Network Operators and SMS aggregators

- It is required that the Service Provider have at least 5 years of proven experience negotiating, operating, and securing toll-free short codes in Jordan
- It is required that the Service Provider have at least 5 years of proven experience providing high-quality hosting, maintenance, and support for SMS services.
- It is required that the Service Provider have at least 2 years of software development experience on UNIX/LINUX platforms, real-time SMS applications, and SMS content provision applications.
- It is required that the Service Provider be based in Jordan.
- It is required that the service provider can provide SMSs to all MNOs in Jordan.
- It is required that the Service Provider have a running technical disaster recovery/backup site or alternate arrangement to support continuity for UNICEF. The details relating to disaster recovery, or the arrangement of site and infrastructure are to be shared with UNICEF as part of the technical proposal.

6.2 Specific to SMS aggregators

- It is required that the Service Provider has a proven capacity to support licensing and activation process of a new short code, including a license from MNOs in UNICEF's name and proof of activation on all of Jordan's mobile networks.
- It is required that the Service Provider has guaranteed minimum messages / SMS throughput per sec per network, technical background, setup, and proof of concept. The provider should give a technical possibility for UNICEF to verify this independently.

7. EXPECTED DELIVERABLES

UNICEF Jordan currently operates three short codes on behalf of institutions of the government of Jordan (91020, 91021, and 91050). These codes are already reserved and available to operate on all MNOs legally registered by the Telecom Regulatory Commission in Jordan. These short codes can be connected through RapidPro over an SMPP connection.

The company shall provide SMPP (Short Message Peer to Peer Protocol) and/or HTTPS-API with XML support to UNICEF from multiple applications and short codes.

- SMS messages should be sent and received in the 7-bit GSM 03.38¹
 - SMS: using this encoding, it is possible to send up to 160 characters in one SMS message, or 153 characters in concatenated SMS messages.
 - USSD: using this encoding, it is possible to send up to 182 characters (packed in up to 160 octets) in one USSD message of Unstructured Supplementary Service Data.
- The API should support encryption-decryption for the entire API parameters if needed.

8. DELIVERY DATES AND DETAILS ON HOW THE WORK MUST BE DELIVERED

Will be determined for each contract signed in the framework of this Long-Term Agreement

9. CALL FOR PROPOSALS

The proposed deliverables are listed above. All interested institutions are requested to include in their submission a detailed cost per deliverable, using the unit specified in the description. When submitting their bids, service providers should clearly indicate whether they are applying as Mobile Network Operators or aggregators. The breakdown of cost for other support services (technical assistance) should include:

- Daily rate including hours per day
- Any additional requirements needed to complete the deliverable that might have an impact on the cost or delivery of products

The contracting institution would be required to use its own resources (computer, printers, photocopier, etc....) to complete the deliverable

Two pre-bids (one with interested MNO and one with aggregators) will be organized prior to the submission deadline to clarify aspects related to this request for proposal.

UNICEF will evaluate the capacity of the bidding institution to submit the deliverables specified at the quality required following a two-stage procedure to assess the proposals. An assessment of the technical proposal will be completed prior to any price proposal being compared. Applications shall therefore contain the following required documentation:

a. Technical Proposal

Applicants shall prepare a proposal as an overall response to TOR ensuring that the purpose, objectives, scope, criteria, and deliverables specified are addressed. The technical proposal shall also include a CV of the relevant team members and links to solutions proposed for similar work which reflects proven experience in developing high-end IT and software applications.

10. Financial Proposal

Offer with cost breakdown: A financial proposal detailing the budget breakdown based on expected daily rates and technical content for each deliverable specified in the previous section. Annex 2 of this term of reference provides details on the financial proposal format.

EVALUATION CRITERIA

60 Points technical + 40 points financial= 100 total

Submitted proposals will be assessed using the Cumulative Analysis Method. All requests for proposal will be weighed according to the technical (60 points) and financial considerations (40 points). Financial proposals will be opened only for those applications that attained 42 points (60%) or above on the technical part.

Criteria	Sub-Criteria	Points
Overall Response	Completeness of response	5
	Concord between requirements and response	5
Sub Total (Max points)		10
Organizational Profile	Organization's experience and reputation with similar work	10
	Technical capacity, specifically:	
	Demonstrated capacity to handle heavy loads (more than 15,000 per hour) of one-way and two-way SMS.	10
	expected time to create an SMPP connection between RapidPro and the operator	10
	Ability to send one-way and two-way SMSs to all MNOs.	10
	Team member profiles and experience	10
Sub Total (Max points)		50
Total (Max points)		60

11. REPORTING REQUIREMENTS

The selected service provider should be able to provide the following reports:

1. Technical Report on the setup of the SMPP, API, SIP, and gateway service.
2. Provide delivery reports in the prescribed format if required by UNICEF.
3. Provide suitable means such as a website/portal/tool for the generation of reports and should also have an option for showing the current status of messages and availability of services.
4. The service provider should be able to provide daily statistics with auto-generated mail if requested to the email account given by UNICEF.
5. The bidder should be able to provide SMS, Voice SMS, USSD logs in CSV or Excel files on the CD/DVD/USB.
6. The monthly statistics for each separate short code for SMS delivery in the following format:
 - i. Date

- ii. Total SMS received
 - iii. Total SMS delivered successfully
 - iv. Total failed/expired SMS
 - v. Total SMS for which delivery report not received
 - vi. Total invalid and DND
- 7. The monthly statistics for each separate short code for voice calls are in the following format:
 - i. Date
 - ii. Total calls received
 - iii. Total calls delivered successfully
 - iv. Total failed calls
- 8. Monthly inbound and outbound traffic reports, including separate data per short code, successful vs. failed messages, up/downtime of services and gateways, and failure response mechanisms.

12. CONTRACT MANAGEMENT

The contractor (service provider) will regularly report to the Social Protection Officer and ICT officer at UNICEF Jordan who will be responsible for managing the contract.

13. FREQUENCY OF PERFORMANCE REVIEWS

UNICEF will have completed oversight on the implementation of the key tasks of the assignment as appropriate to the task. Performance during the contract will be evaluated against the following criteria:

- Timeliness
- Responsibility
- initiative
- communication
- Quality of the products delivered.

The contractor will work on its own assets and use its own office resources and materials in the execution of this work. The contractor fee shall be inclusive of all office administrative costs. The contractor will use its own means of transportation. Payment will be done on deliverables based as mentioned in the table above.

14. PENALTY

The selected service provider will validate local mobile numbers (e.g. prefixes, length, and phone numbering plan ranges) and will not call or send SMS and calls for invalid numbers. No payments will be made to SMS or call on invalid numbers. The SMS, USSD, sent by UNICEF Jordan will have to be delivered within the stipulated timelines. Failure to comply with the time frames for delivery of the calls and messages pushed by UNICEF shall attract penalties as follows.

Particulars Penalty:

SMS, USSD, or call is not delivered due to any technical fault/failure on the part of the bidder	No Payment
SMS, USSD, or call Failed/Undelivered/Delivery Report not received (following delivery failure cases will be excluded: Inbox full, Mobile Switched Off, out of range, Invalid Mobile Number)	No Payment
Duplicate messages or calls received or delivered	Pay for a single message/call

15. UNICEF RECOURSE IN CASE OF UNSATISFACTORY PERFORMANCE

The contractor will work on its own assets and use its own office resources and materials in the execution of this work. The contractor fee shall be inclusive of all office administrative costs. The contractor will use its own means of transportation. Payment will be done on deliverables based as mentioned in the table in section 4.

In case of unsatisfactory performance, the payment will be withheld until quality deliverables are submitted. If the research institution is unable to complete the assignment, the contract will be terminated by a notification letter sent 15 days prior to the termination date. In the meantime, UNICEF will initiate another selection to identify appropriate candidates.

16. CONDITIONS

- The contractor will work on its own computer(s) and use its own office resources and materials in the execution of this assignment. **The contractor's fee shall be inclusive of all office administrative costs**
- The contractor shall abide by the Data Protection Provision specified in Annex 1 of the current contract.
- Local travel and airport transfers (where applicable) will be covered in accordance with UNICEF's rules and tariffs.
- Flight costs will be covered at an economy-class rate as per UNICEF policies.
- Any air tickets for travel will be authorized by and paid for by UNICEF directly and will be for the attendance of meetings and workshops.
- Please also see UNICEF's Standard Terms and Conditions attached.

ANNEX 1: Data Protection Provision

1. Definitions.

“End User” means any and all employees, contractors, consultants, agents, or other representatives of UNICEF; any members or customers of UNICEF; any other external users collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services; and every user of the RapidPro platform and its affiliated applications.

“UNICEF Data” means any and all data, including all text, sound, software, or image files that are provided to the Contractor by, or on behalf of, UNICEF and/or End Users through UNICEF’s and/or End Users’ use of the Services or in connection with Services, including any information, whether in oral or written (including electronic) form, created by or in any way originating with UNICEF and/or End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with UNICEF and/or End Users, in the course of using and configuring the Services. UNICEF Data specifically includes, without limitation, (a) any and all credentials issued to UNICEF by the Contractor, records relating to UNICEF’s use of the Services and administration of End User accounts, and other UNICEF information, and (b) any and all End User account credentials and information, and any and all records sent, received and/or created by or for End Users, including, without limitation (i) any email content, headers and attachments, and/or (ii) any personally-identifiable, financial or other information of any End User or third party the use and/or disclosure of which is restricted under applicable laws, in each case, contained in such records or in any logs or other records of the Contractor reflecting End User’s use of the Services.

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

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

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

Contract, and (C) possess all qualifications necessary to the nature of their duties and the sensitivity of the UNICEF Data.

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

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

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

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

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

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

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

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

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

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

(v) seek an extension of time for disclosure of the UNICEF Data sufficient to permit UNICEF an opportunity to

obtain a protective order or take such other appropriate actions as UNICEF may deem appropriate to assert its privileges and immunities; and

(vi) cooperate with UNICEF's reasonable requests in connection with efforts by UNICEF to ensure that its privileges and immunities are upheld.

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

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

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

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

(d) The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Data Compromise. The Contractor's failure to resolve, to UNICEF's reasonable satisfaction, any such Data Compromise will entitle UNICEF to terminate this Contract with immediate effect.

(e) The Contractor will not provide notice of any Data Compromise directly to any Governmental Body or to any third party, in each case, without prior written permission from UNICEF.

6. Interruptions and suspension of service. (a) Notwithstanding the Force Majeure provisions contained in the Contract, in the event the Contractor, or any of its infrastructure or facilities necessary to provide the Services, experiences or suffers a disaster, the Contractor, at its sole cost and expense, will provide disaster recovery Services to UNICEF and End Users and will take all necessary steps to ensure that neither UNICEF nor End Users are denied access to the Services for more than minimally necessary. The Contractor will procure and maintain, at the Contractor's sole cost and expense, all necessary capability to resume the provision of the Services from one or more alternate locations and via one or more alternate telecommunications routes in the event of a disaster that renders unusable or unavailable any of the Contractor's primary infrastructure or facilities for the provision of the services.

(b) In the event of an outage of Services, the Contractor will refund or credit UNICEF, at UNICEF's election, the pro-rated amount of fees under the Contract corresponding to the time period for which the services

were unavailable.

(c) The Contractor will provide UNICEF with no less than thirty (30) days prior written notice of any time period during which the Services will be unavailable due to non-emergency scheduled maintenance or Enhancements. If the services are unavailable during any unscheduled and unforeseen times, the Contractor will immediately provide notice thereof to UNICEF and will cooperate with UNICEF's reasonable requests for information regarding the unavailability of the Services (e.g., causes, effect on the services, estimated duration).

(d) UNICEF may suspend or terminate or direct in writing the Contractor to suspend or terminate (in which case the Contractor will suspend or terminate), an End User's access to services in accordance with UNICEF's internal rules, regulations, policies and/or procedures.

7. Disabling Code Warranty. The Contractor represents and warrants to UNICEF that the Services will not contain, and UNICEF will not receive from the Contractor, any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any Data or any system, server, facility or other infrastructure of UNICEF or any End User (collectively, a "Disabling Code"). If a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (i) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (ii) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (iii) as needed, re-implement the Services.

8. Data Transfer on Termination or Expiration. (a) At the time of expiration or in the event of termination of this Contract, the Contractor shall, at the written election of UNICEF, provide UNICEF with a backup copy of all then-current UNICEF Data in native readable format, and where practical will attempt to securely remove all UNICEF Data relating thereto from the Contractor's servers, networks and systems. If it is not practical to remove the Data, the Contractor will inform UNICEF of such failure to remove all UNICEF Data, providing details of which UNICEF Data is affected and where it is stored. The Contractor will continue to protect the UNICEF Data and treat it as confidential in accordance with the terms of this Contract. The Contractor will take and complete all of the foregoing actions within thirty (30) days of the expiration or termination of this Contract and will provide UNICEF with sufficient written proof of the information transferred or removed. The Contractor will ensure (i) that such migration of the UNICEF Data uses facilities, methods and formats that are compatible and interoperable with the relevant systems of UNICEF, and (ii) that UNICEF will have sufficient access to the UNICEF Data during the entire duration of the transition. The Contractor will take all necessary actions (including, without limitation, work closely with the Contractor's successor) to provide for a successful, effective and efficient migration of UNICEF Data and transition of service with minimal disruption to UNICEF or End Users.

(b) The Contractor will provide UNICEF with no less than ninety (90) days prior written notice of impending cessation (whether by sale of equity or assets, merger, consolidation, operation of law, bankruptcy or otherwise) of the Contractor or any of its subcontractors. Such written notice will be accompanied by (i) any contingency and/or exit plans in connection with such cessation, (ii) a full inventory and configuration of the servers, routers, other hardware and software involved in the provision of the Services, along with supporting documentation, indicating which, if any, of these are owned by or dedicated to UNICEF and/or End Users. Following the giving of such notice, and prior to the expiration of such ninety (90) day period, the Contractor, at its sole cost and expense, will (a) destroy or transfer to UNICEF, or to a third party designated in writing by UNICEF, any and all UNICEF Data or other UNICEF assets previously escrowed; (b) provide UNICEF access to the infrastructure and facilities of the Contractor or its subcontractors (as the case may be) in connection with such destruction or transfer, and (c) otherwise fully implement its contingency and/or exit plans. The Contractor will take all necessary actions to provide for an effective and efficient migration of UNICEF Data and transition of service with minimal disruption to UNICEF or End Users.

ANNEX 2: Financial Proposal Form

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal.

Service / Activity	Cost information in JOD	Expected information for Financial Evaluation
A. SMS service		
Annual licensing of one toll-free (reverse billing) SMS short code		Provide the cost of a new SMS short code active on MNO
One-time setup and activation of new SMS short code.		Provide cost information for setup and activation. Include areas where there is no cost also e.g., if your company doesn't charge a connection fee you should highlight it as zero cost.
One-time setup and transfer of any existing short code from another service provider.		Provide cost information for set up and transfer of existing short code from any existing aggregator/service provider. If your company doesn't charge a connection fee you should highlight it as zero cost.
Annual connection fee if any		Provide cost information and any fixed annual connection fee. If your company doesn't charge a connection fee you should highlight it as zero cost.
Provide incoming and outgoing SMS services for toll-free (reverse billing) short codes licensed to UNICEF, relevant services and an appropriate billing system. Scalable bulk SMS discounts.		Cost information based on traffic and scalable bulk SMS discounts. Costs should include incoming and outgoing SMS. One blended cost, not one cost per short code. Provide one blended cost for all networks and also separate cost on each network with the option on separating your service charges in case the network

Service / Activity	Cost information in JOD	Expected information for Financial Evaluation
		operators offer a special rate to UNICEF.
B. Other service		
Provide ringtone service		Per unit cost of customized ringtones for different lengths.
Provide SMS tagline		Per unit cost of each tagline
Provide SMS masking service		Per unit cost of masked SMS sender
Provide outgoing voice SMS services for toll-free short codes licensed to UNICEF.		Provide outgoing voice SMS services for toll-free short codes licensed to UNICEF. Cost information based on traffic and scalable bulk voice SMS discounts.
Offer zero-rated URLs (websites that can be accessed for free) based on a list of URLs provided by UNICEF and relevant line Ministries. This list will be confirmed and agreed by the Service Provider, Government and UNICEF prior to signing the contract and attached as an appendix to the contract.		Provide a confirmed list of all zero-rated URLs.