

REQUEST FOR PROPOSAL (RFP)
RFP/KAZA/2020/006

13 August 2020

UNITED NATIONS CHILDREN'S FUND (UNICEF) would like to invite you to submit a proposal for Institutional Consultancy:

to conduct formative evaluation of the system for prevention and response to violence against children in Kazakhstan

FOR INSTITUTIONAL CONSULTANCY ONLY

The bid form must be used when replying to this request for proposal.

The Proposals MUST be received by latest 17:00 (Nur-Sultan time UTC+6:00) on 06 September 2020

E-MAIL SUBMISSION:

Proposals should be sent to: kaz-tender@unicef.org
CC: ebegisheva@unicef.org

IMPORTANT – ESSENTIAL INFORMATION

The following should be ensured in E-mailed submission:

The reference **RFP/KAZA/2020/006** must be shown in the subject of the e-mail.

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

It is important that you read all of the provisions of the request for proposal, to ensure that you understand UNICEF's requirements and can submit a proposal in compliance with them. Note that failure to provide compliant proposals may result in invalidation of your proposal.

BID FORM

THIS PAGE/BID FORM must be completed, signed and returned to UNICEF Kazakhstan. Bid must be made in accordance with the instructions contained in this Request for Proposal.

TERMS AND CONDITIONS OF CONTRACT

Any Contract or Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

INFORMATION

The Undersigned, having read the Terms and Conditions of **RFP/KAZA/2020/006** set out in the attached document, hereby offers to supply the services specified in the schedule at the price or prices quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

Signature: _____

Date: _____

Name & Title: _____

Organization: _____

Postal Address: _____

Tel. No.: _____

E-mail: _____

Validity of Offer: _____

Currency of Offer: _____

THIS REQUEST FOR PROPOSAL HAS BEEN:

PREPARED BY: Assel Kaliyeva, akaliyeva@unicef.org
(To be contacted for additional information)

APPROVED BY: Elvira Begisheva, ebegisheva@unicef.org

PROCEDURES AND RULES

1.1 RFP CHANGE POLICY

All requests for formal clarification or queries on this RFP from company/organization must be submitted in writing to Assel Kaliyeva via e-mail at akaliyeva@unicef.org with copy to ebegisheva@unicef.org. Please make sure that the e-mail mentions the RFP reference number.

Only written inquiries will be entertained. Please be informed that if the question is of common interest, the answer will be shared with all potential RFP bidders.

Erasures or other corrections in the proposal must be explained and the signature of the applicant shown alongside. All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier proposal or state the changes from the original proposal. Proposals may be withdrawn on written request received from bidders prior to the opening time and date. Bidders are expected to examine all instructions pertaining to the work. Failure to do so will be at bidder's own risk and disadvantage.

1.2 RFP RESPONSE FORMAT

Full proposals should be submitted not later **17:00 (Nur-Sultan time UTC+6:00) on 06 September 2020** following the below requirements.

The proposals should be attached to the e-mail submission and all attachments (the Technical Proposal and Price Proposal) should be in a non-editable format, for example secure PDF format.

The following should be ensured in E-mailed submission:

- The subject line should have reference to RFP number
- Technical proposal and Price proposal should be attached as separate files in a non-editable format
- The body of the message should only make reference to Name of Institutional Consultancy, RFP number, UNICEF KAZ
- Should not copy any other UNICEF staff member except those indicated above.

Proposals received in any other manner will be invalidated.

Proposals received prior to the stated closing time and date will be kept unopened. The responsible officers will open technical proposals when the specified time has arrived, and no proposal received thereafter will be considered. UNICEF will accept no responsibility for the premature opening of a proposal not properly addressed or identified. Any delays encountered in the mail delivery will be at the risk of the bidder.

1.3 BIDDER RESPONSE

- Formal submission requirements
The formal submission requirements as outlined in this Request for Proposal must be followed, e.g. regarding form and timing of submission, marking of the envelopes, no price information in the technical proposal, etc.
- Bid Form
The completed and signed bid form must be submitted together with the proposal.
- Mandatory criteria
All mandatory (i.e. must/have to/shall/should/will) criteria mentioned throughout this Request for Proposal have to be addressed and met in your proposal.
- Technical Proposal

The technical proposal should address all aspects and criteria outlined in this Request for Proposal, especially in its statement of work, terms of reference and Annex A of this Request for Proposal. However, all these requirements represent a wish list from UNICEF. The bidders are free to suggest/ propose any other solution. UNICEF welcomes new ideas and innovative approaches.

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL

- Price Proposal

The price proposal should be as per but not limited (Annex A of this Request for Proposal).

1.4 CONFIDENTIAL INFORMATION

Information, which the bidder considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will treat such information accordingly.

1.5 RIGHTS OF UNICEF

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF reserves the right to invalidate any Proposal received from a Bidder who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Bidder in preparing the response to this Request for Proposal. The Bidder agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal.

Specifically, UNICEF reserves the right to:

- contact any or all references supplied by the bidder(s);
- request additional supporting or supplementary data (from the bidder(s));
- arrange interviews with the bidder(s);
- reject any or all proposals submitted;
- accept any proposals in whole or in part;
- negotiate with the service provider(s) who has/have attained the best rating/ranking, i.e. the one(s) providing the overall best value proposal(s);
- contract any number of candidates as required to achieve the overall evaluation objectives.

1.6 PROPOSAL OPENING

Due to the nature of this RFP, there will be no public opening of proposals.

1.7 PROPOSAL EVALUATION

After the opening, each proposal will be assessed first on its technical merits and subsequently on its price. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the internal UNICEF Contracts Review Committee.

The evaluation panel will first evaluate each response for compliance with the requirements of this RFP. Responses deemed not to meet all of the mandatory requirements will be considered

non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFP, including provision of all required information, may result in a response or proposal being disqualified from further consideration.

The proposals will be evaluated against the following criteria:

Technical Evaluation (70%) with the following weighting

Technical Criteria	Technical Sub-Criteria	Maximum Points
		120
Overall Response.	Completeness of response	10
	Understanding of objectives and how they propose to perform the tasks in order to meet the objectives and requirements of the ToR	20
Points		30
Institution & Key Personnel	Range and depth of candidates' experience with similar projects	15
	Previous experience of work in Europe and Central Asia region	10
	Samples of previous work in relevant field/subject	10
	Key personnel: relevant experience and qualifications of the evaluation team members for the assignment	15
Points		50
Proposed Methodology and Approach	Description of approach/methodology/workplan/timeline	25
	Description of approach to ensure quality of services, absence of conflict of interest and respect of ethical standards	15
Points		40

The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the above technical criteria. Technical proposals failing to reach a score of **70** of the maximum possible technical score (**120**) will not have their price proposal opened or considered.

CONTENT OF TECHNICAL PROPOSAL

Structure of the Technical Proposal:

The Technical Proposal should include but not limited to the following:

- Corporate Profile highlighting the bidders qualifications and experience in implementing the assignment, please include details of specific experience with similar assignments in the past five years.
- Proposed timeline and milestones.
- Project dependencies and assumptions.
- Bidders are requested to back up their submissions by providing:
 - Evidence in the form of contracts and/or references.

- Three case studies containing the following information:
 - Name of Client
 - Title of the Project
 - Year and duration of the Project
 - Scope of works
 - links to Final products
 - Reference /Contact person details
- Details of the Proposed Team for the assignment including the following information:
 - Title/Designation of each team member
 - Educational qualifications and professional experiences
 - Past experience in working on similar project and assignment – List all similar projects they worked on and their roles on those project.
- Project implementation and work plan showing the detailed sequence and timeline for each activity and days necessary for each proposed team member.
- Quality assurance mechanism and risk mitigation measures put in place.

Please make sure to provide sufficient information/substantiating documentation to address all technical evaluation criteria.

Price Proposal Evaluation (30%)

The total weight allocated for the price component is 30%. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those individuals who obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

$$\text{Score for price proposal X} = \frac{\text{Max. score for price proposal} * \text{Price of lowest priced proposal}}{\text{Price of proposal X}}$$

Total Technical and Price 100 Pts

UNICEF will award the contract to the vendor, whose response is of high quality, clear and meets the projects goals, including:

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

Payment schedule for the Contract is suggested in Annex A. All prices/rates quoted must be **exclusive of all taxes** as UNICEF is a tax-exempt organization.

The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the above technical criteria. Technical proposals failing to reach a score of 70 of the maximum possible technical score (120) will not have their price proposal opened or considered.

1.8 PROPERTY OF UNICEF

This RFP, along with any responses there to, shall be considered the property of UNICEF and the proposals will not be returned to their originators. In submitting this proposal the bidder will

accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFP.

1.9 VALIDITY

Proposal must be valid for a minimum of ninety (**90**) days from the date of opening of this RFP and must be signed by (all) candidate(s) included in the submission. Bidders are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

1.10 CONTRACTUAL TERMS AND CONDITIONS

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

1.11 FULL RIGHT TO USE AND SELL

The bidder warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF or the recipient Governments rights to use, sell, dispose of or, otherwise, deal with any item that may be acquired under any resulting Contract.

1.12 PAYMENT TERMS

Payment will be made only upon UNICEF's acceptance of the work performed in accordance with the contractual milestones. The terms of payment are **Net 30 days**, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing. Financial proposals should include proposed stage payments.

ANNEX A – STATEMENT OF WORK AND TERMS OF REFERENCE

I. Introduction

UNICEF Office in Kazakhstan jointly with the Office of the Commissioner for Human Rights, Commissioner for Child Rights and the National Commission for Women and Family Demographic Affairs under the President of the Republic of Kazakhstan are commissioning an evaluation to assess the progress, enabling conditions and bottlenecks of the existing national child protection system for prevention and response to violence against children (hereinafter VAC) in Kazakhstan within the period of 2011-2020.

The evaluation aims to produce evidence-based recommendations for strengthening the overall national child protection system, to contribute to increased knowledge on the national child protection system strengths and weaknesses in Kazakhstan, and to improve national capacity to advance attainment of the relevant Sustainable Development Goals.

This document outlines the scope of the evaluation including research questions, the envisaged methodology, and implementation framework for the selected contractor.

The evaluation will start in 2020, with completion in 2021. UNICEF is looking for institutions with deep commitment and strong background in evaluation and relevant subject matter to undertake the evaluation which will inform the national authorities of the Republic of Kazakhstan, academic institutions, civil society and UNICEF on further areas of focus for addressing violence against children.

II. Background

Kazakhstan is an upper middle-income country and rates well on some indicators of child well-being. It has a high rate of birth registration and a low level of child labour and child marriage. However, violence against children remains an area of significant concern. The consequences of violence on children are often intergenerational, with those who have faced violence as a child more likely to become a violent adult. There is significant evidence that children who are exposed to violence at home may suffer a range of severe and lasting effects. Children who grow up in a violent home are more likely to be victims of child abuse, may have difficulties at learning and limited social skills, exhibit violent, risky behaviour, or suffer from depression or severe anxiety.

Over the last decade, recognition of the pervasive nature and impact of violence against children (hereinafter VAC) has grown both globally and in Kazakhstan. The 2019 Situation Analysis of Children in Kazakhstan and series of studies completed by UNICEF jointly with the Commissioner for Human Rights between 2010-2016 observed that in Kazakhstan violence, abuse and neglect of children takes place at home, in schools, residential care institutions and in the communities. Still, the phenomenon remains largely undocumented and underreported. This can be attributed to a variety of reasons, including the fact that some forms of violence against children are socially accepted or not perceived as being abusive.¹ In Kazakhstan, “violence” is widely considered synonymous with gross bodily harm, rather than bullying, psychological and verbal abuse. Mental violence is not well understood. Parents may use

¹ Hidden in plain sight: A statistical analysis of violence against children. UNICEF, 2014

corporal punishment – hitting or slapping a child - in some situations and non-violent discipline in other situations²

Evidence also suggests that cultural and social norms significantly influence shaping individual behaviour, including the use of violence.³ Existing social norms in Kazakhstan are supportive of violence. In total, 75.4% of adults, 46.1% of child protection and justice officials, and 54.8% of media professionals support the use of corporal punishment in families⁴. The 2015 data shows that 52.7% of children aged 1-14 years had experienced psychological or physical punishment from the adults in the household⁵. Non-reporting of violence against children was also documented: 26% of adults would not intervene if they witnessed a child being hit/beat by a parent⁶.

Child protection system in Kazakhstan heavily relies on residential care for children. In 2017, 53,793 children lived in various types of residential institutions. The rate of children living in residential care is 961.7 per 100,000 child population, the highest in the Europe and Central Asia Region, and above the regional average (666 children per 100,000 child population) and the global average (120 children per 100,000).⁷ Child abuse and neglect in the families is one of the reasons for removing the child from the family and placing in residential care. At the same time, the 2011 report informed that violent punishment of children in residential care institutions was common and reported by 41.1% of children in institutions of education for children with deviant behaviour”, 35.1% of children in orphanages and 26.8% of children in shelters⁸.

Children with disabilities in care institutions are especially vulnerable to violence. According to the 2011 study, 80.4% of staff in special correctional institutions of education, and 69.4% in institutions for children with psychoneurological and severe disabilities reported witnessing violence among children in the institution (i.e., bullying, harsh verbal abuse, psychological abuse, and physical violence)⁹. This is troubling that so many staff in both types of institutions witnessed violence against children in the institution.

Violence in schools is a serious problem in Kazakhstan as well. Of 4,207 children surveyed in 2012 (the most recent data available), 66% were exposed to psychological violence, physical violence, extortion, sexual abuse, cyber-bullying and/or discrimination¹⁰.

In addition, injury is a leading cause of death and hospitalization of children in Kazakhstan. In 2017, according to the Ministry of Health’s Electronic Health Centre, 1,283 children died from unintentional injury and 27,702 children required hospital treatment.

² A situation analysis on children in Kazakhstan, UNICEF, 2019

³ Violence prevention: the evidence. Series of briefings on violence prevention: the evidence. WHO, 2010.

⁴ Knowledge, Attitude and Practice Survey on Violence against Children in Families in Kazakhstan, Commissioner for Human Rights in the Republic of Kazakhstan and UNICEF, 2016

⁵ Multi-Indicator Cluster Survey, Statistics Committee of the Ministry of National Economy of Kazakhstan, 2015

⁶ Knowledge, Attitude and Practice Survey on Violence against Children in Families in Kazakhstan, Commissioner for Human Rights in the Republic of Kazakhstan and UNICEF, 2016

⁷ Analytical Note: The Need for Child Care Reform in Kazakhstan, 2019, Stella Grigoras, UNICEF ECARO consultant

⁸ Violence against children in state-run residential institutions in Kazakhstan, Commissioner for Human Rights in the Republic of Kazakhstan and UNICEF, 2011

⁹ Violence against children in state-run residential institutions in Kazakhstan, Commissioner for Human Rights in the Republic of Kazakhstan and UNICEF, 2011

¹⁰ Violence against children in schools in Kazakhstan, Commissioner for Human Rights in the Republic of Kazakhstan and UNICEF, 2013

Finally, at 11.8 per 100,000 of the age group, death by suicide is one of the leading causes of 15- to 17-year-olds mortality in the country. The international literature shows that vulnerability to suicide is influenced by a variety of predisposing risk factors on which stressful life events (including violence and abuse) and other potentiating factors may act as triggers.

High rates of exposure to adverse and traumatic experiences have been reported in adolescents in the juvenile justice system. Thus in a UNICEF-supported pilot assessment of mental health needs of adolescents in conflict with the law conducted in 2017 on a sample of 511 adolescents from East Kazakhstan Region approximately 25% of respondents reported to have been hurt or in danger of being killed and approximately 6% of females reported to have been raped or in danger of getting raped.

Over the last decade, several important steps have been taken by the Government of Kazakhstan to strengthen the child protection system for prevention and response to violence against children which will be systematically assessed by the commissioned evaluation. Detailed background information on the undertaken reforms can be found in Annex I to the present Terms of Reference.

III. Purpose, objectives and type of the evaluation

The overall purpose of the evaluation is to assess to what extent the undertaken reforms in Kazakhstan have contributed to strengthening the system for prevention and response to violence, abuse, and neglect of children as well as to examine the enabling conditions and bottlenecks which will require further improvement. The evaluation is to provide the Government of Kazakhstan and UNICEF sound evidence and conclusions to inform planning the future strategies and work in this area.

The specific objectives of the evaluation are:

- To examine relevance, coherence, effectiveness, efficiency, impact¹¹ and sustainability of the state interventions aimed at prevention and response to VAC;
- To assess the changes and advancements in the national child protection system for prevention and response to violence against children compared to the situation mapped in the 2011 study¹²: such as regulatory framework, infrastructure, governance and coordination, procedures, services, workforce, gaps, weaknesses, accomplishments;
- To assess sustainability of the strategies applied and interventions conducted to strengthen the national child protection system for prevention and response to violence against children.
- To draw lessons learnt and inform policy formulation to create a foundation for an integrated national child protection system in support of family and child well-being, response to violence and harmful practices against children;
- To assess the extent to which the relevant interventions were implemented with equity and gender lenses.

Type of evaluation:

¹¹ During the Inception phase the evaluation team jointly with the Evaluation Reference Group will determine feasibility of evaluating impact.

¹² “Modelling for Integrated Child Protection System in Kazakhstan”, 2011, UNICEF.

In addressing these objectives, the commissioned evaluation will be **formative** in its nature. It will be forward-looking and identify key lessons that can be learned from the examination of the current state of the national child protection system for prevention and response to VAC, and provide actionable and practical recommendations on how the Government can further strengthen and integrate the child protection system, combining the efforts of different ministries, departments, central and local level policies and programmes to prevent and respond to various forms of violence against children taking place at home, in schools, in care, in custody and in public spaces.

The evaluation is undertaken to inform further implementation of the relevant state strategic documents related to Violence Against Children including the 2030 National Concept of Social Development, the 2030 Family and Gender Policy Concept, SDGs as well as the next State report of Kazakhstan to the Committee on the Rights of the Child in 2021 and the new UNICEF and the Government of Kazakhstan country programme for 2021-2025.

IV. The intended users of evaluation

Primary: Parliament, National Commission for Women and Family Demographic Affairs under the President of the RK, Ministry of Education and Science, Ministry of Health, Ministry of Labour and Social protection, Ministry of Internal Affairs, Ministry of Information and Public Development, Office of the General Prosecutor, national human rights institutions, national statistical offices, local authorities, UNICEF.

Secondary: academic and research institutes, international and civil society organisations.

An Evaluation Reference Group (hereinafter ERG) will be established, bringing together the representatives of the government, non-governmental service providers, and international community to contribute to the preparation and design of the evaluation, including providing feedback and comments on the Inception Report and on the technical quality of the work of the consultants. In addition, the group will assist in identifying internal and external stakeholders to be consulted during the evaluation process; participate in review meetings organized by the evaluation management team and with the evaluation team as required; play a key role in learning and knowledge sharing from the evaluation results, contributing to disseminating the findings of the evaluation and follow-up on the implementation of the management response.

V. Dissemination and use

The evaluation findings and recommendations will be presented in the form of a public report. The contractor will also be expected to deliver a public presentation of the main findings and recommendations.

UNICEF will share the evaluation findings with key stakeholders including government, academic institutions and CSOs in hard and soft copies. The report will be publicly available at designated web resource.

The results of the evaluation will be used to inform policy formulation, planning next steps for strengthening the national child protection system's prevention and response to VAC.

VI. Potential limitations to the evaluation

Lack of disaggregated and consistent data on VAC including administrative data might present a constraint for evaluation. Sensitivity of VAC issue might bring a challenge for evaluators especially during data collection stage as respondents might not feel comfortable to talk openly. The identified potential limitations should be closely considered during finalization of the evaluation methodology and data collection tools.

VII. Evaluation Scope

The subject of the evaluation is the national child protection system for prevention and response to violence against children. Given that prevention and addressing VAC is a key goal of the functioning child protection system, the evaluation should look (to the extent possible) into the system and interventions through the following six elements of the child protection system:

- Legal and regulatory framework, as well as specific policies related to child protection;
- Effective governance structures, including coordination across government departments, between levels of decentralization and between formal and informal actors;
- A continuum of services (spanning prevention and response);
- Minimum standards and oversight (information, monitoring and accountability mechanisms);
- Human, financial and infrastructure resources; and
- Social participation, including respect for children's own views, and an aware and supportive public¹³.

Given complexity of the VAC issue, various affected groups and fragmentation of child protection functions across different stakeholders in Kazakhstan one of the tasks of the evaluation team during the Inception stage would be in consultation with UNICEF and ERG to more precisely **define the scope and focus of the evaluation**.

The evaluation will not specifically cover child labour and trafficking of children. Although they have direct relevance to the issue of violence against children, evaluation of these aspects would require a more complex and targeted approach, which may carry away the focus of the present evaluation.

Period to be covered:

Evaluation is expected to cover period of 2011-2020.

The evaluation can be informed by the following relevant evaluations and assessments that took place between 2011-2020 with support of UNICEF Country Office in Kazakhstan. This include the evaluation of Primary Healthcare Impact on Infant and Child Mortality Reduction, Assessment of the Universal Progressive Home Visiting Model, Evaluation of Justice for Children in Kazakhstan, Evaluation of the programme on prevention of violence in schools (done as part of the evaluation of the project supported by Norwegian Government), etc. (refer to Annex IV).

The evaluation should employ an equity lens, and contractor may take into consideration division of analysis by such factors and determinants as:

¹³ Strengthening Child Protection Systems: Evaluation of UNICEF Strategies and Programme Performance, 2018.

- children exposed to violence by location: in rural or urban settings;
- children in the family
- children facing violence by type of perpetrator: peers, parents, other adults;
- children exposed to specific types of violence by age categories (0-18);
- children facing violence by setting: in schools, institutional care and other facilities (detention centres, colonies), public places, internet, etc.;
- vulnerable children: who are from low-income families; families with single parent (mother or father); or with many children in the family; with disability of the child or adult in the family; with family members who are migrants, refugees, marginalized groups as imprisoned, abusing alcohol, having a police records; and other vulnerable groups;
- other children at risk;

and other social determinants¹⁴.

The evaluation should also analyse the gender context, describing the informal gender norms, roles and expectations, thereby seeking to understand the existing disparities between boys and girls and the way the policies have affected girls and boys.

The evaluation will reflect on the national child protection system's readiness and adaptability to respond to emergency situations such as COVID-19 pandemic and its implications for the rights of children to be protected from violence and abuse.

VIII. Geographical coverage

The **geographical scope** of the evaluation will include the locations that should represent the diversity of central and local levels in VAC administration and decision-making by variety:

- big cities and less urbanized (more rural by nature) settlements;
- capture regional differences (north-south, etc.) in distribution of VAC scale across the country;
- areas or regions that have been impacted by the pilot interventions and less impacted regions and places.

¹⁴ Evaluators may also refer to risk factors at individual, close-relationship, community and society levels identified in the 'INSPIRE: Seven Strategies for Ending Violence Against Children', page 16.

Therefore, the next locations can be proposed (but will be finalized with the selected consultancy institution during the Inception Phase):

- The cities of Nur-Sultan and Almaty;
- Turkestan Oblast;
- Karaganda Oblast;
- Mangistau or Kyzylorda Oblasts.

The regions¹⁵ chosen should reflect a range of indicators, such as geographic location, population size, size of beneficiary population, etc.

IX. Data and Indicators to Support Evaluation

In the course of evaluation, the evaluator should consider availability, maturity and reliability of administrative data on VAC. Performance indicators and monitoring mechanisms are part of a knowledge-generation and dissemination strategy that can support effective actions related to VAC prevention and response. The use of specific indicators on VAC and protection of child victims is recommended to improve practices and activities, and to promote accountability. In Kazakhstan, indicators related to VAC are limited at the national level and lacking at the sectoral level¹⁶. Analysis of sources of administrative data on VAC in Kazakhstan was undertaken by national statistical office with UNICEF support. The findings of this assessment along with the country thematic TransMonEE report on Children's Access to Justice should inform the evaluation and future national efforts for strengthening the information system and data management on VAC.

Line ministries and national statistics offices keep specific data on child protection that might not be publicly available but can be accessed through official request. It is expected that the evaluator, based on the desk research and review of the literature, will suggest such a list **of indicators or additional data pertinent to the evaluation taking into account the existing global and regional indicator frameworks**. Upon concurrence with UNICEF office, the list of indicators will then be officially requested from the government by UNICEF for use as part of the evaluation.

The evaluator should help to assess the reliability and integrity of administrative data existing in the field and national systems responsible for data management, and **propose the recommendations** how to improve the below aspects and processes:

- National legislation and regulations on VAC data;
- VAC indicators used at national and sector levels;
- National guidelines, protocols, standards forms for data collection;
- Disaggregation of VAC data;
- Data management systems;

¹⁵ The following interventions have been carried out in the regions either with UNICEF support or independently by the national authorities: 1. Violence prevention in schools – East Kazakhstan, Mangystau, Kyzylorda regions. 2. Home-visiting programme by patronage nurses – Kyzylorda region. 3. Community based child victim support program – Mangystau region. 4. Communication campaign for VAC prevention – Nur-Sultan, Almaty, Aktobe, Kyzylorda, Mangystau, East Kazakhstan, Shymkent city. 5. Data on child disciplining with disaggregation by region is available in MICS. 6. There is also the Government run pilot programme 'Kazakhstan without violence' – started in Shymkent city in 2017. It is being scaled up to Nur-Sultan, East Kazakhstan, Almaty, Mangystau oblasts. The documented plans of this pilot are not available currently.

¹⁶ Assessment of Sources of Administrative Data on Violence Against Children in Kazakhstan, Draft report prepared by prof. Robin N. Haarr, 2020.

- Data protection and confidentiality;
- Data sharing and data flows;
- Monitoring data;
- VAC data analysis, dissemination and use;
- And other.

The evaluator should also look into how the system produces and uses VAC prevalence (survey-based data) for decision making, monitoring and evaluation of national policies and programmes as well as tracking progress towards achieving SDGs.

X. Theory of Change

There is no explicit results frameworks or document with Theory of Change (hereinafter ToC) and respective indicators/targets that will contribute to measuring the progress of the reforms and programme interventions on overall. Results framework for the evaluation will be defined as part of the evaluation strategy. For UNICEF supported pilot projects implemented jointly with the relevant national stakeholders, Theories of Change are available. **The evaluation team jointly with UNICEF and national stakeholders is expected to construct ToC for strengthening national child protection system's response to VAC for the period following the evaluation (2021-2030 given SDG targets and duration of the key national policy documents related to VAC).** The evaluation team will use the findings and recommendations of the commissioned evaluation while developing the ToC.

The TOC should provide a strategic vision that describes pathways of change, propose a package of evidence-based strategies and articulate a chain of results, both to prevent and respond to violence against children. It should also include results framework.

XI. Evaluation questions

To guide the analysis, the evaluation will follow the criteria laid out by the Organisation for Economic Cooperation and Development-Development Assistance Committee (OECD-DAC), and assess the relevance, coherence, effectiveness, efficiency, impact, and sustainability of the child protection system's prevention mechanisms and response to VAC. During the Inception phase the evaluation team jointly with the ERG will determine feasibility of evaluating impact. Per definition, **relevance** is concerned with the extent to which the programme/activity to be evaluated is suited to the priorities of the target group; coherence assesses compatibility of the intervention with other interventions in a country, sector or institution; **effectiveness** measures the extent to which the programme attains its objectives; **efficiency** measures the outputs in relation to the inputs, hence assesses whether the least costly resources are employed to achieve desired results; **impact** assesses the positive and negative changes produced by the programme – directly or indirectly, intended or unintended; and **sustainability** is concerned with measuring whether the benefits of the programme are likely to continue and are financially and environmentally stable. Moreover, in this evaluation **equity and gender equality** are included as a cross-cutting evaluation criterion and integrated in the evaluation through a differentiated analysis according to gender, age and location (urban/rural, capital/non-capital), among others, wherever possible.

Annex II to the present Terms of Reference offers the exemplary research questions per OECD-DAC criterion. These questions can be further fine-tuned and targeted by the evaluation team based on the findings of the desk research and inception mission or inception online discussion, either face-to-face or in a remote mode.

The evaluation will seek to examine the bottlenecks that currently prevent the full realization of child rights for protection from violence. To systematically identify and assess these bottlenecks, ten determinants or ‘conditions’ presented in Annex III to the present Terms of Reference could be used.

XII. Evaluation design and methodology

This formative evaluation should be based on systems building approach to analyse whether and in what ways Government’s strategies and interventions have been informed by systems thinking. As a conceptual Framework, UNICEF proposes the following scheme by Harvard T.H. Chan School of Public Health.



The evaluation design will employ a mixed-methods approach. Participatory, qualitative data collection methods could be combined with a review and analysis of existing quantitative data and information, to meet the evaluation’s aforementioned objectives and complete the described deliverables. A mixed-methods approach, integrating qualitative and quantitative research, can expand the breadth and depth of understanding and corroboration, while offsetting the weaknesses inherent to using each approach by itself. One of the most advantageous characteristics of conducting mixed methods research is the possibility of triangulation, that is, the use of several means (methods, data sources and researchers) to examine the same phenomenon.

The evaluation team is expected to elaborate the evaluation strategy, design, including ethical considerations, develop the data collection toolkit and conduct data collection in accordance with the methodology which will be finalised during the inception stage. Bidders are encouraged to demonstrate methodological expertise in using system-based approach and evaluating at the outcome level.

Desk review will be conducted during the Inception phase to start addressing evaluation issues and identifying the information gaps prior to the in-country mission. Desk review should include the review of available survey and administrative data and previously conducted relevant evaluations by UNICEF. Sources will include Transmonee database hosted at the UNICEF Regional Office, as well as National Statistical Office. Potential data gaps will need to be clearly identified and the implications are to be included into the analysis. Desk review will also include reviewing the government’s rules, laws and policies that were reformed since 2011 as well as child protection procedures. It will be the first step to update the previous assessment conducted in 2011.

The methodology should clearly propose mitigation measures for the identified limitations and risks to the commissioned evaluation.

The contractor jointly with UNICEF will identify **key stakeholders/informants and appropriate data collection methods** for each informant category. The most of respondents will be government representatives who are both policy makers, ministerial staff, as well as health, education, social protection and law-enforcement staff as well as civil society representatives and service providers.

Interviews with children and their families should also be conducted to get their perspective on functioning of the system. Suggested age of children to be interviewed is 9-17 years old as it is often a recommended age threshold (Susman EJ et al., 1992; Weithorn L, Campbell SB, 1982). Suggested locations for interviewing children include schools, residential care institutions for children including Centres of adaptation of children, Child support centres, state and non-state shelters for victims of domestic violence, detention facilities, youth health centres, youth resource centres, as well as any other potential locations suggested by national authorities and NGOs working with children. As the study plans to involve children as respondents, an extensive ethical review and an approval by external ethical board will be required. To the extent possible parents/relatives/legal representatives of the interviewed children should also be interviewed.

In close cooperation with UNICEF Child Rights Systems Monitoring Specialist, the contractor will be responsible for the development of appropriate instruments/interview guides/focus group guides for each of the methods selected, in Kazakh, Russian, and English. In gathering data and views from stakeholders, the evaluation team or an individual will ensure that it considers a cross-section of stakeholders (decision makers, programme personnel, rights holders, etc.) with potentially diverse views to ensure the evaluation findings are as impartial as possible. Stakeholders will participate in the evaluation through interviews, discussions, consultations, providing comments on draft documents and making management responses to the recommendations of the evaluation.

Other appropriate data collection methods are welcome to be suggested. Taking into consideration the COVID-19 situation, the bidders are encouraged to tailor the proposed methodology and timeline in relation to inter-country and in-country movement restrictions. Online communication and distant work during inception period may be considered. The final methodology will be agreed and approved during the inception stage.

UNEG evaluation norms and standards

The Evaluation will be conducted in accordance with the 2016 United Nations Evaluation Group (UNEG) Norms and Standards for Evaluation and the OECD-DAC evaluation criteria (relevance, coherence, efficiency, effectiveness, impact, sustainability).

UNICEF brings a **human rights perspective** and strives to mainstream **gender issues** in all its work for children, with the Convention on the Rights of the Child (CRC) as a principal reference, and recognizes the mutually supportive relationship between the CRC, the Convention on the Elimination of all Forms of Discrimination against Women and the Convention on the Rights of Persons with Disability. UNICEF recognises that the empowerment of women is especially important for the realization of the rights of girls and boys, and for the creation of healthy families and society. The evaluation will be implemented in line with the **UNICEF guidance on Gender Integration in Evaluation**.

The evaluation is a part of an organisational focus on **equity** and a process of strengthening reforms that target inequities affecting the most disadvantaged children in Kazakhstan. According to UNICEF, equity means that all children have an opportunity to survive, develop, and reach their full potential, without discrimination, bias, or favouritism. This interpretation is consistent with the CRC, which guarantees the

fundamental rights of every child, regardless of gender, race, religious beliefs, income, physical attributes, geographical location, or other status.

The contractor will work closely with UNICEF staff at key phases of the evaluation process to ensure that equity focus, and ethical requirements are fully met in the final Evaluation Report.

XIII. Ethical considerations

The evaluation design and implementation should consider ethical safeguards where appropriate, including protection of confidentiality, dignity, rights and welfare of human subjects particularly children, and respect of the values of the local community. Please refer to UNEG ethical guidance for evaluation¹⁷ which outlines the ethical principles in part of evaluation intentionality, obligations of evaluators, obligations to participants and evaluation process and product as well as the UNICEF Procedure for Ethical Standards in Research, Evaluation, Data Collection and Analysis¹⁸.

The contractor should also adhere to UNICEF's Evaluation Policy and to UNICEF Reporting Standards. Evaluation team members will sign a no conflict of interest attestation.

Given the nature and purpose of this evaluation, an ethical review is mandatory and will be organized by UNICEF using an agreement with an international ethical review facility.

XIV. Existing information sources

The consultants should elaborate a specific indicative list of information sources with the following categories for informing the evaluation (initial reference material is provided in Annex IV to the present Terms of Reference):

- National and local policies, strategy and planning documents as well as legislative framework;
- Sectoral plans and concept documents;
- Census, administrative, household survey data e.g. MICS;
- International guidelines for prevention and addressing VAC (e.g. INSPIRE strategy), strengthening family support services, developing social service workforce etc.;
- UNICEF global and country-based publications and reports;
- UNICEF global research and evaluations on system strengthening and violence against children;
- UNICEF Kazakhstan relevant evaluations (in areas of Justice for Children, Health, ECD/ECE; evaluation of the supported by the Government of Norway programme on developing a sustained and operational ombudsman's child protection mechanism that prevents and responds to child abuse, exploitation and family separation in line with international standards);
- Materials from local academic and research institutes and civil society organisations.

XV. Key tasks and deliverables

In order to deliver this assignment, the contractor will have to make arrangement for contracting at least one national consultant or institute to assist in evaluation design, to undertake the field data collection and

¹⁷ <http://www.unevaluation.org/ethicalguidelines>

¹⁸ <https://www.unicef.org/media/54796/file>

data entry, and to provide raw data for analysis and interpretation in close cooperation with national stakeholders.

The evaluation process will consist of 4 key phases including design, field work, preparation of the report and presentation and dissemination of the findings and recommendations. Key tasks and deliverables of the evaluation team are provided in the below table.

Table 1. Key Tasks and Deliverables.

Major tasks	Envisaged International consultancy days	Envisaged National consultancy days	Deliverable
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Design phase	<p><i>Desk review of reference material</i></p> <p>- The evaluation team will conduct desk review of relevant materials for the evaluation. UNICEF will compile a list of most important background material, documents, and reports for review by the evaluation team.</p>	5	5	<p>- Completed Inception visit (or online consultations with national stakeholders)</p> <p>- Inception report including detailed evaluation strategy, results framework, methodology, data collection toolkit, and work plan, cleared by ERG and the external ethical review board</p> <p>-</p>
	<p><i>Consultations with national stakeholders (face-to-face or online, depending on situation with COVID19) on the scope and evaluation strategy</i></p> <p>- Consultations will include multi-lateral and bi-lateral meetings and interviews with national stakeholders for shaping the scope of the evaluation and informing development of the evaluation strategy including results framework to guide the evaluation.</p>	2	2	
	<p><i>Stakeholder mapping through desk review and inception visit</i></p> <p>- The evaluation team will prepare a mapping of stakeholders relevant to the evaluation. The mapping will include but not limited to the government agencies, development partners, civil society organizations, academic institutions, think tanks, children and families, and other stakeholders.</p> <p>- Inception visit will include meetings with national stakeholders in Nur-Sultan and in selected regions, visits to intuitions and service providers for children. The evaluation team will elaborate Inception visit agenda in consultation with UNICEF.</p>	8	8	
	<p><i>Implementation plan and methodology</i></p> <p>- Evaluation strategy will be developed based on mixed method design. Efforts will be made to reconstruct a suitable basis for assessment (results framework) to guide the evaluation.</p>	8	5	

	<ul style="list-style-type: none"> - The set of evaluation questions will be finalized, and the data collection instruments developed and tested in Kazakh and Russian languages. - Field work schedule and approach will be presented <p>Review of Inception Report by the Evaluation Reference Group and by External Ethical Review board.</p>			
Field phase	<p><i>Data collection and analysis</i></p> <ul style="list-style-type: none"> - Collection of evaluation data (primary and secondary) will be carried out through different techniques, such as desk-reviews, in-depth, informal and semi-structured interviews, focus group discussions and observations. - The analysis will be based on collected raw data (recordings and transcriptions of the recordings or digitalized data collection, or detailed notes of interviews and focus group discussions where recording would not be possible) <p><i>Debriefing</i></p> <ul style="list-style-type: none"> - Debriefing meeting will be organized with the Evaluation Reference Group on the preliminary findings, testing elements of conclusions and tentative recommendations. <p><i>Theory of Change</i></p> <ul style="list-style-type: none"> - The evaluation team will conduct a Theory of Change session with national stakeholders and UNICEF (based on problem tree analysis) to jointly construct 	10	10	10
		10	5	5
		1	1	1
		3	2	2
				<ul style="list-style-type: none"> - Successfully completed data collection visit to the agreed regions in Kazakhstan, -Data collected for analysis - Debriefing meeting will be organized with the Evaluation Reference Group - Theory of Change session with national stakeholders - Theory of Change for strengthening national child protection system's response to VAC based on findings of the evaluation and consultations with national stakeholders

	Theory of Change for strengthening national child protection system's response to VAC for the period following the evaluation (2021-2030 given SDG targets and duration of the key national policy documents related to VAC). Agreeing on relevant indicators would be part of the session and produced Theory of Change.			
Reporting phase	<p><i>Evaluation report</i></p> <ul style="list-style-type: none"> - Drafting the evaluation report (first draft), validation of the data used in the report - Development of the second draft report based on feedback from UNICEF, ERG and External research quality assurance entity- - Final report incorporating feedback from review by the Evaluation Reference Group and an External research quality assurance entity accompanied by a matrix detailing the status of addressing feedback from UNICEF, ERG, and External research quality assurance entity 	15 2 1	5 1 1	<ul style="list-style-type: none"> - First Draft report - Second draft report based on feedback from UNICEF, ERG and External research quality assurance entity - Final report accompanied by a matrix detailing the status of addressing feedback from UNICEF, ERG, and External research quality assurance entity - Evaluation related data/documents e.g., Excel/Word files containing the data collected and analysed (tabulations, etc.)
Dissemination and Follow-up	<p><i>Presentation</i></p> <ul style="list-style-type: none"> - Presentation of key findings of the evaluation to major stakeholders and partners. 	1 Total 65 days	1 Total 45 days	<ul style="list-style-type: none"> - Face-to-face presentation for partners during validation meeting in Nur-Sultan (or online, depending on situation with COVID19) - PPT with key findings and recommendations.

All submissions should be electronic in English (Word, Excel and Power Point).

XVI. Timeline of the Evaluation

The Evaluation is planned to take place from September 2020 until April 2021. The exact schedule of the activities will be agreed with the selected consultancy based on the consultancy implementation progress as well as the current COVID-19 situation resulting in the national state of emergency and restricted movement to/from and within the country

XVII. Evaluation Management

The evaluation will be managed by UNICEF Kazakhstan Child Rights Monitoring Specialist with a regular de-briefing on the progress of the assignment to the UNICEF Deputy Representative and will work on a regular basis with all involved staff of UNICEF CO and identified national and sub-national stakeholders/partners.

An Evaluation Reference Group will be established to guide and oversee the implementation of the Evaluation. The ERG will include representatives of UNICEF Kazakhstan, UNICEF ECARO as well as external experts and representatives. The ERG is expected to provide feedback during the evaluation planning and implementation process and on the deliverables; comment on the evaluation approach and methods and facilitate access to data and information.

XVIII. Structure of the Evaluation Report

The evaluation report structure must be compliant with the UNICEF-Adapted UNEG Evaluation Reports Standards, 2010 (refer to [UNEG_UNICEF_Eval_Report_Standards.pdf¹⁹](#) and [Unicef_Revised_evaluation_policy.pdf²⁰](#) and the GEROS²¹) and include:

- The title page and opening pages;
- Executive Summary (3-5 pages);
- Object of Evaluation;
- Evaluation Purpose, Objective(s) and Scope;
- Evaluation Methodology;
- Findings;
- Conclusions and Lessons Learned;
- Recommendations;
- Gender and Human Rights, including child rights
- Annexes;

UNICEF will keep the right to share the shorter (external) version of the report with the Government and make it public.

XIX. Qualifications or Specialized Knowledge/Experience required

¹⁹ https://www.unicef.org/evaluation/files/UNICEF_adapted_reporting_standards_updated_June_2017.pdf

²⁰ https://www.unicef.org/evaldatabase/files/May31_Brief_EvalPolicy_FINAL.pdf

²¹ https://www.unicef.org/evaluation/files/GEROS_Methodology_v7.pdf

The Evaluation is expected to be undertaken by an **institution of international evaluators with a national consultant(s)/institute** to produce the expected results. Experts undertaking this Evaluation should either individually or as a team have the following qualifications:

- Advanced university degrees in social sciences including the proposed national consultants/institute
- Proposed team has extensive experience in evaluation of development programmes, preferably, in child protection area including system strengthening and violence against children;
- Strong and proven level of expertise on gender equality, child/human rights and child protection;
- Demonstrated expertise in data collection, analysis and reporting of quantitative and qualitative data;
- At least 3 (three) years of work experience and/or technical knowledge of child protection issues in the Europe and Central Asia region. Field experience in Europe and Central Asia countries is an asset;
- Good communication and advocacy skills;
- Record of evaluation and research experience and/or written publications on a similar subject (child protection, violence against children);
- Excellent written English language skills, demonstrable with samples of publications. Knowledge of Russian and Kazakh is an asset;
- Excellent drafting skills and ability to synthesise complex information and issues;
- Strong analytical and conceptual thinking;
- Ability to organise and plan complex work following the established timeframes.

The detailed profile of national consultant(s)/institute should be provided in the proposal along with the profile of the international team of experts. National consultancy cost should be included in the financial proposal.

XX. Budget, Procedures and Logistics

Travel arrangements including purchase of the air tickets is the responsibility of the selected contractor and estimated cost of travel should be clearly indicated in the financial proposal. Calculations of travel costs should be based on economy class travel regardless of the length of the travel. UNICEF does not provide or arrange health insurance coverage.

UNICEF does not take financial responsibility for visa costs. UNICEF does not provide or arrange health insurance coverage for consultants.

The interested candidates should estimate the budget for undertaking the evaluation including international experts' costs, national consultancy/institution costs, international and in-country travel. UNICEF will bear the costs of External Ethical Review and External research quality assurance.

XXI. Software and Equipment (servers and license)

UNICEF does not provide equipment, software (including servers and license) needed for conducting the evaluation. Interested candidates should ensure availability of equipment and software necessary for conducting the evaluation.

XXII. Payment Modality

Applicants should submit a financial proposal for their services based on the schedule of deliverables. Payments will be made upon successful completion of deliverables as defined by payment schedule.

Provisional payment schedule is below.

	% Payment
Upon submission and UNICEF acceptance and certification of the Inception Report including detailed methodology, data collection toolkit and work plan, results framework cleared by External Evaluation Facility review and ERB review (if needed)	20%
Upon completion of data collection stage and submission and UNICEF acceptance and certification of the first draft report; Theory of Change session with national stakeholders and produced Theory of Change for strengthening national child protection system's response to VAC including indicator framework	20%
Upon submission and UNICEF acceptance and certification of the second draft report based on feedback from UNICEF, ERG, External research quality assurance entity and other stakeholders; Face-to-face presentation for partners during validation meeting in Nur-Sultan (or online, depending on situation with COVID19); PPT with key findings and recommendations.	20%
Upon submission and UNICEF acceptance and certification of the final report accompanied by a matrix detailing the status of addressing feedback from UNICEF, ERG, and External research quality assurance entity and final Approval by UNICEF CO Evaluation Management Group; Evaluation related data/documents e.g., Excel /Word files containing the data collected and analysed (tabulations, spreadsheets, etc.)	30%
Upon presentation of findings and Evaluation brief	10%

ANNEX I. BACKGROUND INFORMATION

Understanding of Violence Against Children in UNICEF

The United Nations Convention on the Rights of the Child (CRC) that came into force in 1990 defines all forms of violent actions against children infringing on their rights as well as the roles of the State Parties in addressing them.

The Article 19 of the Convention on the Rights of the Child states:

“1. States Parties shall take all appropriate legislative, administrative, social and educational measures to protect the child from all forms of physical or mental violence, injury or abuse, neglect or negligent treatment, maltreatment or exploitation, including sexual abuse, while in the care of parent(s), legal guardian(s) or any other person who has the care of the child.

2. Such protective measures should, as appropriate, include effective procedures for the establishment of social programmes to provide necessary support for the child and for those who have the care of the child, as well as for other forms of prevention and for identification, reporting, referral, investigation, treatment and follow-up of instances of child maltreatment described heretofore, and, as appropriate, for judicial involvement.”

The Article 39 of the Convention further states:

“States Parties shall take all appropriate measures to promote physical and psychological recovery and social reintegration of a child victim of: any form of neglect, exploitation, or abuse; torture or any other form of cruel, inhuman or degrading treatment or punishment; or armed conflicts. Such recovery and reintegration shall take place in an environment which fosters the health, self-respect and dignity of the child.”

According to the common understanding and the existing research there are four major categories of violence against children: neglect, physical abuse, psychological/ emotional abuse, and child sexual abuse²².

In concordance with the endeavours and principles of the Convention of the Rights of the Child that was signed by the Republic of Kazakhstan in 1994, with ratifying a number of essential international treaties and documents in the following decades, the country has been able to establish and advance the legal and institutional framework for implementation of children’s rights, including for prevention, protection, and response to violence against children.

In September 2015, the Republic of Kazakhstan, among other UN member states, adopted the 2030 Development Agenda and Sustainable Development Goals (SDGs) for the period 2015-2030.

²² Child neglect is where the responsible adult fails to provide adequately for various needs, including physical (failure to provide adequate food, clothing, or hygiene), emotional (failure to provide nurturing or affection), educational (failure to enroll a child in school), or medical (failure to medicate the child or take him or her to the doctor). Physical abuse includes kicking, shoving, hitting, slapping, punching, burning, bruising, pulling ears or hair, choking or shaking a child, and other ways of inflicting pain or injury such as poisoning (perhaps with harmful drugs or alcohol), drowning or smothering. Child sexual abuse occurs when an adult or older adolescent abuses a child for sexual stimulation, and includes asking or pressuring a child to engage in sexual activities (regardless of the outcome), indecent exposure of the genitals to a child, displaying pornography to a child, actual sexual contact against a child, physical contact with the child’s genitals, viewing of the child’s genitalia without physical contact, or using a child to produce child pornography. Emotional abuse is the hardest to define, but usually includes; name-calling, ridicule, degradation, destruction of personal belongings, torture or destruction of a pet, excessive criticism, inappropriate or excessive demands, withholding communication, and routine labeling or humiliation.

The Sustainable Development Goals aim to eliminate all forms of violence and harmful practices disrupting child wellbeing, health, psycho-emotional state, causing various traumas, injuries, or deaths; resulting in other immediate effects and long-term consequences that children carry well into adulthood, and explicitly target the following areas:

Goal 5. Achieve gender equality and empower all women and girls

Target 5.2: Eliminate all forms of violence against all women and girls in the public and private spheres, including trafficking and sexual and other types of exploitation

Target 5.3: Eliminate all harmful practices, such as child, early and forced marriage and female genital mutilation

Goal 16. Promote peaceful and inclusive societies for sustainable development, provide access to justice for all and build effective, accountable and inclusive institutions at all levels

Target 16.1 Significantly reduce all forms of violence and related death rates everywhere SDG

Target 16.2: End abuse, exploitation, trafficking and all forms of violence against and torture of children

[Government initiatives on policy and legislation change for prevention and addressing VAC](#)

Addressing violence against children is prioritized in the state strategic documents including the National Concept of Social Development of the Republic of Kazakhstan (Priority 3. Effective inter-sectoral mechanisms for children in difficult life situations; functional mechanisms for the protection of children victims of violence, abuse and trafficking; special focus on social vulnerability of children, prevention of violence against children and protection of children's rights) and Family and Gender Policy Concept until 2030, (Enhanced quality and coverage of social support services for families with children; and addressing violence against children). The newly adopted State Education Programme for period 2020-2025 has included some provisions related to prevention and addressing violence against children in schools. The new State Healthcare Development Programme for period 2020-2025 also included plans for capacitating parents on prevention of violence, service provision to victims of violence through youth resource centres and development of roadmap for prevention of injuries and accidents including violence. Several inter-agency short term roadmaps to address VAC were implemented in Kazakhstan, but their results were not independently assessed.

'Kazakhstan without Violence' pilot initiative by the Government of Kazakhstan was initiated in 2016 in Shymkent city and South Kazakhstan region with focus on inter-agency prevention and response to violence in the family, service provision and establishment of pilot local Department of Family and Youth Affairs. Consideration is given by the Government of Kazakhstan to scale-up this initiative to additional four locations: Nur-Sultan city, Almaty, East Kazakhstan and Mangystau oblasts.

In 2020, the Decree of the Government of the RK №156²³ approved the 2020-2023 Roadmap for Strengthening Protection of Child Rights, Prevention of Domestic Violence and Solving the Issues of Suicides Among Teenagers. Among others, it prioritized legislative revisions (strengthening the functions of social pedagogues and psychologist and the role of patronage home-visiting services in prevention and addressing VAC), inter-agency collaboration, Child Well-Being Index and child budget development, studying international experience on prohibiting corporal punishment of children in the family and in education and child protection organizations, development of rehabilitation measures for child victims of crimes, introducing mobile violence and suicides response groups, and other.

Legislation of the RK related to violence including VAC has been continuously updated during the last decade. The key related legislative acts include the 2009 Law on Prevention of Domestic Violence, the 2008 Law on Special Social Services, the 2011 Code of Marriage and Family, the 2014 Code on Administrative Offences, the 2014 Criminal and Criminal Procedure Codes and others. However, Kazakhstan's legislation does not explicitly prohibit corporal punishment in the family, preschool and care institutions. In 2015, the UN Committee on the Rights of the Child expressed concern about it and recommended to take immediate measures to explicitly prohibit corporal punishment in all its forms in the home, care institutions and day care facilities and take measures to foster positive, non-violent and participatory forms of child-rearing and discipline among parents, teachers, staff of care institutions and day care facilities and other professionals working with and for children²⁴.

Government initiatives in changing service delivery

Child protection functions on central and local levels in Kazakhstan are split across education, health, justice, social protection and security sectors. By adopting the Law on Special Social Services in 2008 the Government of Kazakhstan has established a general framework for developing services to protect vulnerable populations including children.

Children in difficult life situations due to abuse, leading to social disadaptation and social deprivation are placed and receive services in the Centres of Adaptation of Children (hereinafter CAC).²⁵ CACs support children to reside for up to three months while a durable solution to their situation is sought. As of end 2018, there were 19 CACs across Kazakhstan that had collectively hosted 5,266 children over the course of the year²⁶. By end 2019, the number of children hosted in either a CAC or a child support center²⁷ had drastically increased to 8,526. CACs admit children

²³ Retrieved from <http://adilet.zan.kz/rus/docs/P2000000156/history>, 20 May 2020

²⁴ Committee on the Rights of the Child, Concluding observations on the fourth periodic report of Kazakhstan, CRC/C/KAZ/CO/04, 2015

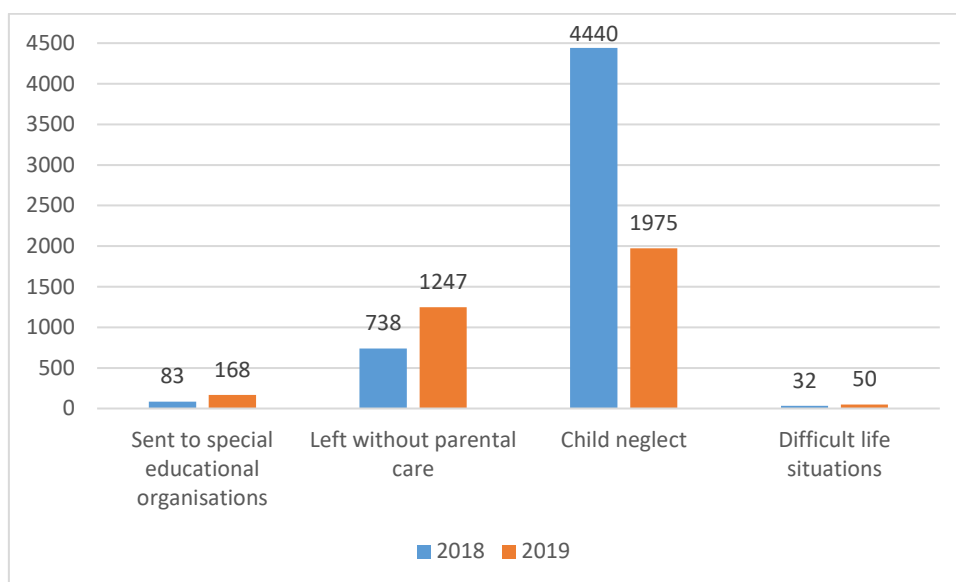
²⁵ Model rules on minors' stay in Centers of Adaptation of Minors, Annex 6 to the order of the Minister of education and science of the Republic of Kazakhstan dated June 18, 2013, No. 229

²⁶ Data provided to UNICEF by Ministry of Education and Science of the RK, 2018-2019

²⁷ Child support centers are being established across Kazakhstan. In contrast to CACs, which focus on short-term accommodation while a child's further placement is decided, child support centers provide more holistic support to children in difficult life situations. The support centers are run by educational authorities and provide day accommodation (both permanent and temporary) to children and act as information and consultation service hubs for other stakeholders involved in the prevention of violation of children's rights.

falling within four categories. The first are children left without parental care—essentially those children picked up during sweeps of public areas by the juvenile police who were without a parent or guardian after curfew. The second category are neglected children, those who had been referred to the CAC due to a parent/guardian providing insufficient care. The third category are children in difficult life situations, which includes children who had experienced intra-family violence. The fourth and final category are children referred to special educational institutions or facilities. As demonstrated in the figure below, the largest category of children admitted to the CACs in 2018 had experienced neglect. The second-largest share of children (14%) had been left without parental care, and small shares of children had been referred to special education facilities (1.5%) or had experience acute violence (0.6%). Data for 2019 were not completely disaggregated by reasons for admission. Nevertheless, it seems that a greater number of children in 2019 compared to 2018 were admitted on the basis of being left without parental care.

Figure 1 Children admitted to CACs by reason, 2018 & 2019



Source: Children’s Rights Protection Committee of the Ministry of Education and Science of the Republic of Kazakhstan (2018/2019).

In 2014, in accordance with the Law of the Republic of “On Special Social Services” criteria for assessing the existence of ill-treatment that led to social maladaptation and deprivation were adopted to enable service provision to victims of ill-treatment including children²⁸. Further in 2016, then the Ministry of Health and Social Development of the RK adopted Standards of Special

²⁸ Joint order of the Minister of Internal Affairs of the Republic of Kazakhstan dated September 22, 2014 No. 630, the Minister of Education and Science of the Republic of Kazakhstan dated September 26, 2014 No. 399 and the Minister of Health and Social Development of the Republic of Kazakhstan dated November 19, 2014 No. 240. Registered in the Ministry of Justice of the Republic of Kazakhstan December 25, 2014 No. 10013 ‘On the approval of the criteria for assessing the presence of abuse leading to social maladaptation and social deprivation’

Social Services Provision to Victims of Domestic Violence²⁹ which included children as subjects for receiving the services if come with parents-survivors of domestic violence.

In 2019, the Government of Kazakhstan has adopted legislation³⁰ which puts administrative responsibility on health, education, social protection specialists for non-reporting of suspected cases of violations of child rights to local police. There is little evidence on how these amendments impacted the system of reporting the cases of VAC, however, it is clear that police on their own cannot comprehensively address such cases. The same legislative act has introduced a medical-social registry system as an entry point for integrated social service provision to children in difficult life situation (medical, psychological and social assistance). But there is also lack of information on how the medical-social registry is being operationalized and how it affects vulnerable children.

The main authorized body for coordination of protection of children's rights in the Republic of Kazakhstan remains the Committee on the Rights of the Child under the Ministry of Education and Science of the RK. This Ministry coordinates the work of the Inter-Agency Commission on Minors' Affairs and Protection of their Rights (hereinafter referred to as the IAC). It consists of representatives of all interested ministries, departments, local executive bodies, and the non-governmental sector. The 2019 Law "On Amendments to Some Legislative Acts on Issues Related to the Activities of the Organizations on Protection of Child Rights" extended the IAC's competence for protection of minors from violence and abuse, coordination of state authorities in this direction, including through medical-social registry, and introducing standards of rendering special social services on protection of children's rights.

Since 2020, all regions of the country have introduced positions of Deputy Directors of Departments for Ensuring the Quality of Education to take prompt measures to eliminate violations of children's rights, who also became members of the Regional Commissions for Minors Affairs and Protection of Their Rights. Changes have been introduced into model regulations of the Commission on Minors' Affairs and Protection of their Rights extending their competence to protect children from violence and ill-treatment and ensure their social rehabilitation³¹.

UNICEF Program Context and Background

The last two UNICEF Country Programme Documents for the Republic of Kazakhstan (2010-2015, 2016-2020) intended, among others, to contribute to establishing Child-friendly social environment (Program Component 2) and accomplish the related Outcomes:

Outcome 2: Systems strengthening for a protective environment for children (CPD 2010-2015)

²⁹ Approved by the Decree of the Minister of Health and Social Development of the RK on 21 December 2016, №1079

³⁰ The Law dated April 1, 2019 "On Amendments to Some Legislative Acts on Issues Related to the Activities of the Organizations on Protection of Child Rights"

³¹ Information provide to UNICEF by Ministry of Education and Science of the RK, May 2020.

Outcome 2: Children, especially those in difficult life circumstances, suffer, witness and practice less psychological and physical maltreatment, including all forms of harm, abuse, neglect, and exploitation at home, in school, in care, in custody and in public spaces (CPD 2016-2020).

The activities that took place under **Child-friendly social environment component of the 2016-2020 CPD** intended:

- ✓ To contribute to efforts by the Government and other national actors, including civil society organizations, to reduce the prevalence of all forms of violence, abuse and neglect against children with particular attention given to children living in families in difficult life situations, as defined in national policies: families and children with multiple social vulnerabilities, which includes inter alia children with disabilities, children in State institutions and out-of-school children.
- ✓ To support children's referral to appropriate services in cases of exposure to violence, abuse and neglect, and reduce the inflow of children into State institutions, including residential care, while improving access to child-friendly and gender-sensitive justice proceedings.
- ✓ To invest in the reform of national child care systems, aiming to reduce the inflow of children into residential State and non-State care, and leveraging resources to strengthen alternatives to institutionalization, such as family-based community care and foster care. Complemented by initiatives to strengthen linkages between primary healthcare and social services, efforts also should support transformation of existing institutions to provide services to prevent family separation, particularly for CWD.
- ✓ To strengthen the performance of justice professionals and promote innovative models of community-based alternatives and diversion measures to inform policy development that will increase the proportion of children in conflict with the law who benefit from diversion and alternative measures, etc.

UNICEF support to Government to prevent and address VAC

UNICEF supported the Government of Kazakhstan in generating evidence on the extent and nature of VAC in Kazakhstan, strengthening national legislation, establishing mechanisms to prevent and respond to violence against children including in schools, developing child friendly victim support mechanisms, addressing negative social norms to prevent VAC, strengthening administrative data on violence against children.

- 1) Jointly with the Ministry of Education and Science a programme on prevention and addressing violence in schools was piloted and is being scaled-up in several regions (2013-2018, East Kazakhstan, Kyzylorda and Mangystau regions).
- 2) Identification, reporting and addressing the risk factors faced by children including violence and neglect of children was part of the UNICEF supported pilot programme on home-visiting by patronage-nurses. In 2018, this programme was approved for national scale up by a special decree as well as by the new State Healthcare Development Programme for 2020-2025.

- 3) Pilot programme on community-based support and rehabilitation of child victims and witnesses of crime in Mangystau region was implemented with UNICEF support during 2016-2017. The pilot programme was supported by establishing child friendly environment in police and court and guided by local coordination mechanism. Results of the pilot programme contributed to the knowledge on service provision to child victims of crime and development of the Law of the RK amending legislation concerning organizations ensuring protection of children's rights in Kazakhstan adopted in April 2019.
- 4) In 2017, UNICEF and national authorities launched Communication for Social Norms and Behavior Change campaign for prevention of VAC. The campaign is focused on raising awareness on negative consequences of VAC and positive parenting. While achieving social norms change is a long-term process the campaign has contributed to a more open dialogue on VAC in Kazakhstan in national media and among public, addressing VAC was included in new state health and education programmes.
- 5) With support and advocacy of UNICEF, the mandate of the National Preventive Mechanism (NPM) established in Kazakhstan under Optional Protocol to the Convention against Torture was expanded to cover all types of closed institutions for children including for children with disabilities. The expanded mandate sets conditions for monitoring and prevention of violations of the rights of the child. During 2012-2019 UNICEF provided support to the NPM through capacity building. Due to NPM monitoring visits and follow-up actions, conditions in some institutions for children are improving while some institutions were strongly recommended to be closed with arranging alternative family-based care for children. Despite these recommendations, most of the institutions continue operation.
- 6) During 2019-2020, UNICEF has been providing technical support to health and education sectors in elaborating operating procedures for specialists aimed at identification and response to cases of violence against children. Development and testing of the operating procedures is underway.
- 7) In 2020, UNICEF in collaboration with national statistical office commissioned analysis of sources of administrative data on violence against children in Kazakhstan. This includes assessing the data collection and reporting processes, quality assurance processes, data flow and feedback practices, and data dissemination and use. The aim is to draw upon existing resources and guidance on how to use and improve administrative data related to VAC across sectors, ministries and agencies.

In summary, the child protection system agenda has progressed markedly through the Government's adoption of policies and regulations. The shift towards building the child protection system marks a conceptual move towards a holistic response, and away from a focus on single issues only.

ANNEX II. EVALUATION QUESTIONS

The evaluation will focus on, but will not be limited to the following key questions which can be revised following the consultations during the Inception Phase:

Proposed key evaluation questions.

Relevance	<p>The extent to which the policy and programmes are suited to the priorities and needs of the affected populations, vulnerable groups and at-risk groups, families with children, especially the most disadvantaged, and other social institutions caring for children.</p>	<ol style="list-style-type: none"> 1. How relevant are the Government policy and programmes to the needs of the most vulnerable children and their families? 2. Are the child protection/ VAC prevention and response programmes and strategies appropriate for achieving the intended results and outcomes? 3. To what extent do national reforms and pilots correspond to needs and expectations of children and families including the most vulnerable and at-risk groups? 4. To what extent do current reforms of child protection and VAC policies contribute to eliminating all forms of violence, harmful practices, significantly reducing violence and related death rates (SDG Goals 5, 17)? 5. Are policies and programmes designed to take into account the age and gender dimensions, rural/urban disparities, other variables on disadvantaged groups? 6. How relevant were the government interventions in relation to VAC during the 2020 COVID-19 outbreak? Was child protection system response to violence against children considered essential and continued to operate? Are the policies and programmes designed in a way to quickly adapt to changing situation of children and families?
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Effectiveness	<p>The extent to which the child protection/ VAC programmes are implemented in a comprehensive manner and effectively protect children and their families, prevent and respond to VAC.</p>	<ol style="list-style-type: none"> 1. To what extent policies and programs aimed at prevention and addressing VAC are implemented in a comprehensive manner? <ol style="list-style-type: none"> a. Have the policy/legislation changes been systematically put into practice at the national level, i.e. has there been an increase in national budget allocations for child protection system prevention and response to VAC; increased human resources; increased level of trained human resources, etc.? b. What are the coordination mechanisms put in place between allied sectors related to child protection such as: health, education, social protection and law enforcement, if any? c. How is the system being strengthened at the national and local levels in addressing VAC issues? d. What are the changes in the collaboration between health, education, social protection and law enforcement services? 2. To what extent existing system, services, social services workforce are adequate, and equity focused? 3. Has the early detection of VAC cases been improved after the intervention? How and/or why not? 4. Is there any improvements in practices of prevention, referral, and follow up? 5. To what extent is the existing environment (institutional, political and legislative context) for child protection conducive to effective protection of disadvantaged, at-risk, poor and vulnerable children? 6. To what extent the Government can allocate additional resources to strengthen the child protection system response during crisis period such as COVID-19 outbreak? Are additional mechanisms and social service workforce introduced to identify and respond to VAC in this period?
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Efficiency	To measure the outputs – qualitative and quantitative – in relation to the inputs, to assess the efficiency of the child protection system.	<ol style="list-style-type: none"> 1. Have government budgets and resources (human, financial, technical) been adequately and efficiently used to address priority bottlenecks? 2. Have allocations of resources for the child protection /VAC strategies and programmes been done in the most cost-efficient manner? 3. Which government strategies and programmes were the most efficient in prevention and response to violence, abuse, neglect, exploitation and vulnerability among children and their families? And which have been the most efficient in meeting the needs of the children?
Coherence/Integration	How well an integrated approach to national child protection systems has been implemented.	<ol style="list-style-type: none"> 1. To what extent interventions undertaken by different stakeholders (parliament, line ministries, national human rights institutions, law enforcement, judiciary and civil society) support each other? 2. What are the key synergies and interlinkages or lack of thereof between the interventions undertaken by various stakeholders involved in identification, reporting, referral and following up of VAC cases? 3. Have complementarity, harmonisation and co-ordination between stakeholders improved over the period covered by the evaluation? If yes, what were the enabling factors? 4. Are there any duplicating, unattended or inappropriately assigned functions among the key stakeholders? 5. How integrated are the data management systems, what are the existing policies and guidelines for complete and consistent data collection, information sharing and exchange of best practices?
Impact	To assess the impacts of the child protection programmes and reforms on children’s protection coverage.	<ol style="list-style-type: none"> 1. How the government interventions, as adoption of relevant legislation, increased punishment for various types of VAC including sexual violence, introduction of special social services to victims of domestic violence, modernizing the home-visiting services by patronage nurses, bringing in National Preventive Mechanism under OPCAT for closed institutions, reforming institutions such as Centres of adaptation of children and developing Child Support Centres have impacted the children and their VAC protection in the country? What are the intended and unintended consequences, positive and negative results?

Sustainability	<p>To assess whether the policies and programmes are financially, legally and institutionally sustainable and positive achievements can be sustained over the longer term.</p>	<ol style="list-style-type: none"> 1. Are legal, institutional and financial mechanisms established to ensure sustainability of planned and achieved results including those reached with UNICEF support? Are conditions established to ensure quality of the child protection services (social service workforce, service standards, training, supervision mechanisms, etc.)? 2. To what extent the Government is committed, motivated and resourced to continue reforms for prevention and addressing VAC? 3. Is there any potential to expand the existing services or introduce new ones? 4. What should be the next steps for the Government of Kazakhstan for sustaining the identified by the evaluation positive achievements? 5. What should be the next steps for the Government of Kazakhstan for sustaining positive achievements for prevention and response to VAC as identified by the evaluation?
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ANNEX III. DETERMINANTS OF BOTTLENECKS

Determinants of bottlenecks in full realisation of child rights.

Determinants	Description
Social norms	Widely followed social rules of behaviour that are followed within a society
Legislation/policy	Adequacy of laws and policies to reduce/avoid barriers
Budget/expenditure	Allocation & disbursement of required resources that constrain effective coverage
Management/coordination	Bottlenecks that obstruct accountability and transparency, as well the impediments to coordination and partnership
Availability of essential commodities/inputs	Essential commodities/inputs required to deliver a service
Access to adequately staffed services, facilities and information	Target population's physical access to the relevant services, facilities and information
Financial access	Direct and indirect costs that prevent target group from utilizing available services or adopting certain practices
Social and cultural practices and beliefs	Individual/community beliefs, behaviours, practices, attitudes
Timing and continuity of use	Completion/continuity in service, practice that undermine the effectiveness of such service, practice, or other intervention
Quality of care	Adherence to quality standards (national or international)

ANNEX IV. REFERENCE MATERIAL

National strategies and documents

1. 2030 Nationwide Concept of Social Development of the Republic of Kazakhstan
2. 2030 Concept for Family and Gender Policy of the Republic of Kazakhstan
3. 2020-2025 State Education Development Programme of the Republic of Kazakhstan
4. 2020-20215 State Healthcare Development Programme of the Republic of Kazakhstan
5. 2020-2023 Roadmap for Strengthening Protection of Child Rights, Prevention of Domestic Violence and Solving the Issues of Suicides Among Teenagers

UN and UNICEF documents and materials

1. Committee on the Rights of the Child, General comment No. 13 (2011) The right of the child to freedom from all forms of violence
2. Annual report of the Special Representative of the Secretary-General on Violence against Children, 2014
3. UNICEF Country Programme Document for the Republic of Kazakhstan, 2010-2015
4. UNICEF Country Programme Document for the Republic of Kazakhstan, 2016-2020
5. Situation analysis of women and children in Kazakhstan, UNICEF 2019
6. Theory of Change: Preventing and Responding to Violence Against Children and Adolescents, UNICEF, Child Protection Section, Programme Division, 2017
7. INSPIRE: Seven Strategies for Ending Violence Against Children, World Health Organization, 2016
8. Global status report on preventing violence against children 2020, World Health Organization, 2020

Relevant Assessment and Studies

1. Modelling for Integrated Child Protection System in Kazakhstan, UNICEF by Carolyn Hamilton,
2. and Jonathan Watkins, international experts, University of Essex United Kingdom, 2011
3. Multiple Indicator Cluster Survey, Statistics Committee of the Ministry of National Economy of the RK (2010, 2015)
4. Kazakhstan Assessment of Administrative Data on Violence Against children, Draft report, prepared by R.N. Haarr, 2020
5. Children's Access to Justice, TransMonEE, Country Analytical Report (CAR) of the Republic of Kazakhstan, 2018
6. Legal analysis of the Legislation of the Republic of Kazakhstan on prevention of violence and abuse of children and families as part of the programme ‘Rule of Law: Access to Justice in Central Asia’, Eurasia Foundation of Central Asia, prepared by Prof. G. Suleimenova, 2013
7. Analysis of the Law of the Republic of Kazakhstan ‘On Prevention of Domestic Violence’ and its implementation practice, Institute of Legislation of the RK, 2017 (Анализ закона Республики Казахстан «О профилактике бытового насилия» и практики его применения), https://online.zakon.kz/Document/?doc_id=33966081
8. Factors influencing health and well-being of children and adolescents in Kazakhstan. Key findings from the Health Behavior In School-Aged Children (HBSC) Study in the Republic of Kazakhstan, 2018.

Relevant evaluations

1. **Kazakhstan: Evaluation of Norway-supported Project “Strengthening the Ombudsman’s Child Protection System in Kazakhstan”, 2014**
https://www.unicef.org/evaldatabase/index_80807.html
2. Evaluation of the reform in the area of Justice for Children in Kazakhstan, Synergies Cooperation, 2018, https://www.unicef.org/evaldatabase/index_103481.html

3. Evaluation of the child-friendly models designed in the area of Justice for Children in Kazakhstan, Synergies Cooperation, 2018,
https://www.unicef.org/evaldatabase/index_103482.html
4. Evaluation of Primary Health Care (PHC) Impact on Infant and Child Mortality Reduction 2000-2017, 2019
5. <https://www.unicef.org/kazakhstan/sites/unicef.org.kazakhstan/files/2019-12/%D0%B0%D0%BD%D0%B3%D0%BB%D0%B8%D0%B9%D1%81%D0%BA%D0%B8%D0%B9.pdf>
6. Assessment of the patronage nursing system with equity analysis in Kazakhstan, 2015
7. <https://www.unicef.org/kazakhstan/en/reports/assessment-patronage-nursing-system-equity-analysis-kazakhstan>

Evaluation guidelines

1. Revised Evaluation Policy (2018),
https://www.unicef.org/evaldatabase/files/May31_Brief_EvalPolicy_FINAL.pdf
2. UNEG Ethical Guidelines for Evaluation, 2008,
file:///C:/Users/abekmussa/Downloads/UNEG_FN_ETH_2008_EthicalGuidelines.pdf
3. UNICEF Procedure for Ethical Standards in Research, Evaluation, Data Collection and Analysis
4. <https://www.unicef.org/media/54796/file>
5. Ethical Principles, Dilemmas and Risks in Collecting Data on Violence against Children, United Nations Children's Fund (UNICEF), Statistics and Monitoring Section/Division of Policy and Strategy, October 2012
6. Rogers, P. (2014). Overview of Impact Evaluation, *Methodological Briefs: Impact Evaluation 1*, UNICEF Office of Research, Florence, retrieved on 29 June 2020, from <http://www.unicef-irc.org/KM/IE/>
7. [UNICEF guidance on Gender Integration in Evaluation](#)

8. UNICEF-Adapted UNEG Evaluation Reports Standards,
https://www.unicef.org/evaluation/files/UNICEF_adapated_reporting_standards_updated_June_2017.pdf

ANNEX B - UNICEF GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS AND UNICEF SUPPLY WEBSITE

1.1 In these General Terms and Conditions (Services), the following terms have the following meaning:

- (a) “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.
- (b) “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.
- (c) “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.
- (d) “Contractor” means the contractor named in the Contract.
- (e) “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.
- (f) “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.
- (g) “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.
- (h) “Fee” is defined in Article 3.1.
- (i) “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.

(j) 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.

(k) "Parties" means the Contractor and UNICEF together and a "Party" means each of the Contractor and UNICEF.

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

(m) "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.

(n) "Services" means the services specified in the relevant section of the Contract.

(o) "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.

(p) "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:

(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 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

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 arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

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 Combatting 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 Combatting 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 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.
