

## REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2026-9204501

12 June 2026

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

### Wishes to invite you to submit a proposal for

NTLAFATSA BANA (IMPROVEMENT FOR CHILDREN)ENDLINE EVALUATION - 2023 - 2026  
CLOSING DATE FOR THIS LRFPS-2026-9204501: END OF DAY (11:59HRS) 7 JULY 2026.  
Proposals must be clearly marked with UNICEF bid reference. Late bids will not be accepted.  
Use of UN and/or UNICEF logos on the Bidder's proposal is prohibited and will render  
disqualification where not adhered to

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

**THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:**

**Prepared By:**

*mpewi semoli*

**Date:** 26.06.2026

Mpewi Semoli

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

Email : msemoli@unicef.org

**Approved By:**



Makatleho Rantso

**Date:** 16/06/2026

**REQUEST FOR PROPOSAL FOR SERVICES FORM**

This FORM must be completed, signed and returned to UNICEF.  
 Proposal must be made in accordance with the instructions contained in this Request for Proposal for Services (RFPS).

**TERMS AND CONDITIONS OF CONTRACT**

Any Contract resulting from this RFPS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this RFPS.

**INFORMATION**

Any request for information regarding this RFPS must be forwarded by email to the person who prepared this document, with specific reference to the RFPS number.

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2026-9204501** set out in the attached document, hereby offers to execute the services specified in this document.

Currency of Proposal: \_\_\_\_\_

Validity of Proposal: \_\_\_\_\_

Please indicate which of the following Early Payment Discount Terms are offered by you:

10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_  
 Other \_\_\_\_\_

**Declaration**

The undersigned, being a duly authorized representative of the Company, represents and declares that:

1.	The Company and its Management <sup>1</sup> have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. fraud	<input type="checkbox"/>	<input type="checkbox"/>
	b. corruption	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organisation	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse;	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking;	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> #Management# means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.

2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	<input type="checkbox"/>	<input type="checkbox"/>
3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business ( <i>creating a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) ( <i>being a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>

**The UNICEF** reserves the right to disqualify the Company suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNICEF of any changes in the situations declared.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNICEF and the Company.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name of the Company: \_\_\_\_\_

UNGM #: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Email: \_\_\_\_\_

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**10 Child improvement**

**1. PURPOSE**

To assess the relevance, coherence, effectiveness, efficiency, sustainability, and plausible contribution of the Ntlafatsa Bana programme to improved child wellbeing and strengthened social protection systems, covering both Cash Plus interventions systems strengthening components.

**OBJECTIVES**

- To assess the relevance of the Ntlafatsa Bana programme#s design and objectives, including Cash Plus interventions and social protection systems strengthening components, in relation to national priorities, child and household needs, and UNICEF#s strategic role in advancing child sensitive social protection in Lesotho.
- To assess the performance of the Ntlafatsa Bana programme against planned outputs, outcomes, and log frame targets.
- To examine the coherence and efficiency of programme implementation, including the alignment, integration and complementarities between Cash Plus components and sectoral linkages (birth registration, nutrition, WASH, household energy), delivery modalities, and systems strengthening efforts such as digital payments and upgrading of the system.
- To assess the programme#s contribution to improved wellbeing of children under five and targeted households.
- To identify key implementation challenges and enabling factors, and to document lessons learned, good practices and factors influencing the sustainability of Cash Plus services and social protection systems strengthening.
- To provide actionable, forward-looking recommendations to inform scale up, sustainability, and the future design of social protection programmes in Lesotho especially the Child Grants Programme (CGP).

The assignment will be implemented in Maseru, Lesotho, with travel to selected districts, over a period of five (5) months commencing on 13 July 2026. The evaluation will be commissioned by the Planning, Monitoring, Evaluation and Research Officer and the Chief of Social Policy, and the consultant will report to UNICEF Planning, Monitoring, Evaluation and Research Specialist.

**2. BACKGROUND**

**a) Context**

Social protection plays a critical role in alleviating poverty and vulnerability, particularly among children. At the same time, Lesotho continues to face severe multidimensional challenges driven by persistent poverty, rural isolation, food insecurity, high HIV prevalence, and recurrent climate#related shocks. Children under five are disproportionately affected, experiencing overlapping deprivations such as low birth registration coverage, inadequate nutrition, limited access to safe water, and extremely low access to modern household energy. These challenges have reduced household resilience and constrained fiscal space for social protection.

Over the past 15 years, the European Union (EU) and the United Nations Children#s Fund (UNICEF) have partnered to support the Government of Lesotho (GoL) to build a comprehensive social protection system. This support has included the expansion of the Child Grants Programme (CGP), the nationwide rollout of the National Information System for Social Assistance (NISSA), the establishment of the Management Information System for Social Assistance (MISSA), and major policy reforms under the National Social Protection Strategy II (NSPS II). Despite these achievements, structural bottlenecks including outdated household data, inefficient manual payment systems, and uneven access to essential services continue to limit the impact of social assistance on child wellbeing.

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**b) OBJECT**

Introduced in 2023 as Phase IV of this partnership, the Ntlafatsa Bana (Improvement for Children) Programme / Action is a multisectoral programme designed to improve the wellbeing and development of children aged 0-5 living in CGP households. The programme was launched in 2023 and will wrap up in 2026. It responds to evidence that cash alone cannot address the multidimensional deprivations facing young children. It positions the CGP as a platform for delivering integrated, service-linked support across birth registration, nutrition, WASH and clean household energy, targeting nine priority Community Councils selected for high poverty, low birth registration and nutrition vulnerabilities.

In parallel, the programme includes a robust systems strengthening agenda aimed at improving efficiency, transparency and shock responsiveness. Key system reforms include the transition to digital payments for social assistance, establishment of sustainable mechanisms for continuous NISSA updating, and enhanced interoperability to ensure accurate data and streamlined processes.

The programme is structured around two outcomes:

- Outcome 1: Improved access to basic services for women and young children through digitized birth registration, community-based nutrition services, rehabilitation of rural water systems and provision of clean household energy solutions.
- Outcome 2: Enhanced delivery of social assistance systems through digital transformation, upgraded MISSA/NISSA platforms and strengthened referral and information management mechanisms.

The Ntlafatsa Bana programme is led by the Ministry of Gender, Youth and Social Development (MoGYSD), with key roles played by the Ministries of Home Affairs (birth registration), Agriculture and Food and Nutrition Security (nutrition), and the Department of Rural Water Supply (WASH). Implementation occurs at national, district and community levels through Community Councils, Village Health Workers (VHWs), Water Committees, Community Nutrition Facilitators and private-sector service providers.

The programme's primary beneficiaries are CGP households with children under five. The targeted community councils include around 8000 CGP beneficiary households who receive integrated support across service components. The programme aims to reach approximately 8,000 women, adolescent girls and children through nutrition-related interventions, improve access to safe water for about 8,000 people, and provide energy solutions to 1,000 vulnerable CGP households. The programme also strengthens the capacities of government ministries, frontline workers and service providers through improved digital payments and enhanced data and delivery systems. Wider communities benefit from rehabilitated water systems and improved administrative services.

The Ntlafatsa Bana programme combines Cash Plus interventions with social protection systems to improve children's access to income support and essential services. Through linkages to birth registration, nutrition, water, sanitation and hygiene (WASH), and household energy, the programme advances progress towards the Sustainable Development Goals (SDGs) notably SDG 1 (No Poverty), SDG 2 (Zero hunger), SDG 6 (Clean water and sanitation), SDG 7 (Affordable and clean energy), and SDG 16.9 (Legal identity for all). In parallel, investments in the NISSA and MISSA and digital payments support national capacity to plan, finance, and deliver integrated and child-sensitive social protection at scale.

The Ministry of Gender, Youth and Social Development, with support from UNICEF Lesotho and the European Union is, therefore, seeking the services of a qualified firm to conduct an endline evaluation of the Ntlafatsa Bana programme. The evaluation is intended to assess the extent to which the programme has contributed to its development goal of improving the wellbeing of under-five children through Cash Plus interventions and strengthened social protection systems.

**3. EVALUATION PURPOSE**

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The goal of the endline evaluation is primarily summative in nature and is intended to assess the relevance, coherence, effectiveness, efficiency, sustainability, and plausible contribution of the Ntlafatsa Bana programme to improved child wellbeing and strengthened social protection systems, covering both Cash Plus interventions systems strengthening components, and to generate actionable evidence to inform national decision-making, enhance programme design, and support future scale-up and sustainability of integrated and child-sensitive social protection in Lesotho.

The endline evaluation will also contribute to SGD related reporting by generating evidence on child poverty, access to nutrition, WASH, clean energy and legal identity. However, its primary use will be to inform accountability for the Ntlafatsa Bana Action and future decisions on CGP, Cash Plus scale up, digital payments and NISSA/MISSA strengthening.

#### 4. EVALUATION OBJECTIVES

- To assess the relevance of the Ntlafatsa Bana programme's design and objectives, including Cash Plus interventions and social protection systems strengthening components, in relation to national priorities, child and household needs, and UNICEF's strategic role in advancing child-sensitive social protection in Lesotho.
- To assess the performance of the Ntlafatsa Bana programme against planned outputs, outcomes, and log frame targets.
- To examine the coherence and efficiency of programme implementation, including the alignment, integration and complementarities between Cash Plus components and sectoral linkages (birth registration, nutrition, WASH, household energy), delivery modalities, and systems strengthening efforts such as digital payments and upgrading of the system.
- To assess the programme's contribution to improved wellbeing of children under five and targeted households.
- To identify key implementation challenges and enabling factors, and to document lessons learned, good practices and factors influencing the sustainability of Cash Plus services and social protection systems strengthening.
- To provide actionable, forward-looking recommendations to inform scale-up, sustainability, and the future design of social protection programmes in Lesotho especially the Child Grants Programme (CGP).

#### 5. EVALUATION SCOPE

The endline evaluation will cover the entire programme and implementation period from April 2023 to July 2026. Geographically, the evaluation will include participants from all the five districts and nine community councils selected for this project. These are: Qacha's Nek District (Ntsupe Community Council), Thaba-Tseka District (Bokong and Linakeng Community Councils), Quthing District (Tosing and Tele Community Councils), Mophale's Hoek District (Qhoasing and Senqunyane Community Councils), and Leribe District (Menkhoaneng and Matsoku Community Councils).

The evaluation will assess all elements of the Cash plus component (birth registration, nutrition, WASH and household energy) as well as the systems strengthening aspects (upgrading of the NISSA and MISSA, NISSA data updating, and transition to digital payments) as well as coordination and governance issues. UNICEF's commitment to gender equality, disability inclusion and the Leave No One Behind principle requires evaluators to integrate an equity and inclusion lens across the methodology. Participation of vulnerable households including those in remote locations, families with young children, persons with disabilities, and female headed households should be considered throughout sampling, fieldwork and analysis.

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The evaluation will be guided by the standard evaluation criteria of relevance, coherence, effectiveness, efficiency, sustainability, and will assess the programme's plausible contribution to higher-level child wellbeing and systems outcomes. Partnership will be included as an additional criterion because of the programme's multi-sector and multi-partner implementation model. Evaluators will also assess the extent to which gender equality, equity, and human rights are mainstreamed across all criteria

## 6. EVALUATION CRITERIA AND QUESTIONS

### Evaluation criteria and key evaluation questions

#### a) RELEVANCE: Is the intervention doing the right things?

The evaluation will assess:

- To what extent are the objectives, design, and implementation approach of Ntlafatsa Bana aligned with the needs of CGP households and with Lesotho's national priorities, including NSPS II?
- How appropriate is the Cash Plus design (cash, birth registration, nutrition, WASH, household energy, and service linkages) in addressing the key drivers and multidimensional nature of child poverty in Lesotho. To what extent are the programme's underlying assumptions and pathways of change contextually grounded and plausible? How well are gender equality, disability inclusion, equity, and relevant cultural and social factors integrated into programme design?
- How do beneficiaries and key stakeholders perceive the relevance of Ntlafatsa Bana to their lived realities and priorities?

#### b) COHERENCE: How well does the intervention fit?

The evaluation will assess:

- To what extent is Ntlafatsa Bana coherent with Lesotho's overarching government strategies and policy frameworks, including sector priorities for social protection, civil registration, health, nutrition, WASH, agriculture, and digital transformation?
- How well does the planned activities aligned with and support the mandates, roles, and implementation priorities of key line ministries without creating duplication or fragmentation?
- How integrated and coordinated is cash plus service delivery to reinforce complementarities and policy coherence?
- How effectively does the programme leverage and coordinate resources, expertise, and interventions across sectors and development partners to generate synergies and enhance overall coherence?

#### c) EFFECTIVENESS: Is the intervention achieving its objectives?

The evaluation will assess:

- To what extent has Ntlafatsa Bana achieved its intended results?
- How effective were programme level delivery and systems reforms # including the transition to digital payments and NISSA/MISSA upgrades#in improving access, timeliness, reliability, user experience, and accountability?
- What factors enabled or constrained effective attainment of results, including household level barriers to uptake of Cash Plus services, operational and coordination challenges, and the adaptability of programme components to changing community circumstances?

#### d) EFFICIENCY: How well are resources being used?

The evaluation will assess:

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- How efficiently were financial, human, and administrative resources used to deliver Cash Plus services and implement systems strengthening reforms, relative to the outputs achieved?

- To what extent did digital innovations including digital payment mechanisms and NISSA/MISSA updating processes reduce transaction costs, improve cost effectiveness, and outperform previous manual or legacy approaches?

- How timely and cost-effective was the delivery of Cash Plus components, including service linkages, and integration, and were administrative and operational processes sufficiently streamlined to minimize avoidable costs?

- What opportunities exist to further improve value for money, including through process optimization, enhanced inter sectoral coordination, and greater use of technology to increase efficiency at scale?

**e) SUSTAINABILITY: Will the benefits last?**

The evaluation will assess:

- To what extent are the results, Cash Plus model, and system strengthening investments of Ntlafatsa Bana likely to be sustained or scaled up by Government after the Action ends, including continued delivery of services and maintenance of system improvements?

- How adequate are the institutional, technical, and financial capacities of government and local structures to sustain programme functions, including MoGYSD#s capacity to manage digital payments and maintain NISSA/MISSA, and the ability of local structures (e.g. VHWs, community councils, water committees) to continue service delivery without external support?

- Which elements of the programme demonstrate strong prospects for institutionalization and long-term resilience, including integration into national systems (e.g. CRVS, social registries, digital platforms), government ownership, and the adaptability of the Cash Plus model to enhance shock responsiveness and long-term resilience?

- How effectively has the sustainability and transition plan been designed and implemented, including clarity of roles, timelines, financing arrangements, capacity transfer mechanisms, and monitoring actions to support continuity, scale up, and government leadership post Action?

**f) IMPACT: What difference does the intervention make?**

The evaluation will assess:

- What plausible contributions has the Ntlafatsa Bana Action made to improve child wellbeing and strengthen social protection systems?

- To what extent have Cash Plus interventions contributed to improved outcomes across key dimensions of child wellbeing, including nutrition, birth registration, access to safe water, household energy, and early childhood development, and have any unanticipated positive or negative effects emerged?

- How have digital payments, NISSA enhancements, and MISSA upgrades influenced system level impacts, including performance, transparency, accountability, and the accuracy of targeting within Lesotho#s social protection system?

**7. EVALUATION APPROACH**

This endline evaluation will adopt a mixed#methods, theory-based and utilization-focused design to assess the performance and systems#level effects of the Ntlafatsa Bana programme (2023#2026). The design theory-based and utilization-focused is grounded in a contribution analysis framework, reflecting the complexity of the intervention, the multisector nature of Cash Plus, and the absence of a clearly defined counterfactual. The evaluation team will operationalize the contribution analysis during inception through the Theory of Change,

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evaluation matrix, contribution claims and triangulation plan. The evaluation will assess the plausibility of Ntlafatsa Bana's contribution to observed results, drawing on multiple sources of evidence.

The methodology integrates quantitative analysis, qualitative inquiry, and the Qualitative Impact Protocol (QuiP) to examine both programme results and the causal pathways through which they have occurred. Quantitative methods will assess coverage, trends, and performance against outputs and outcomes, while qualitative methods will explore implementation processes, coordination, institutional capacity, and stakeholder perspectives. QuiP will serve as a core qualitative component, generating beneficiary narratives of change using a blindfolded approach to reduce response bias and strengthen causal analysis. Key stakeholders, including government ministries, implementing partners, community representatives, and programme beneficiaries, will be consulted throughout the evaluation process including inception, data collection, validation, and dissemination stages.

### 7.1 EVALUABILITY ASSESSMENT

The programme is considered evaluable based on the availability of programme documents, implementation reports, and routine monitoring data across programme components. The programme also has a logical framework with defined outputs, outcomes, indicators, and targets that have guided implementation and reporting. However, some evaluability limitations exist. While the programme was implemented based on a clear intervention logic, a fully articulated Theory of Change was not formally developed at programme inception. The evaluation will therefore validate and reconstruct the Theory of Change during the inception phase. In addition, although monitoring data are available across programme components, some variations in data quality and completeness exist, particularly within nutrition-related monitoring data. The evaluation will therefore apply triangulation using multiple quantitative and qualitative data sources to strengthen the validity and reliability of findings. Preliminary findings will be validated through stakeholder review and validation processes to enhance accuracy, credibility, and interpretation of results.

### 7.2 SAMPLING

Evaluation participants will be drawn from the nine targeted Community Councils where Cash Plus interventions are being implemented and from national stakeholders responsible for systems strengthening work including on the CRVS, digital payments, and NISSA/MISSA reforms. The evaluation will target CGP households with children under five, beneficiaries of nutrition, water and household energy interventions, community-level actors, and programme implementers using multi-stage cluster sampling. For the QuiP component, purposive sampling will identify participants able to provide detailed narratives of change across key outcome domains. The proposed sampling strategy should ensure adequate representation across all five programme districts and nine targeted Community Councils, including CGP households with children under five, female-headed households, households with persons with disabilities, and remote communities. The proposed sample size, representativeness, and sampling approach should be justified in relation to the evaluation objectives and key indicators.

### 7.3 DATA COLLECTION

The evaluation will combine secondary and primary data sources. Secondary data will be collected from programme and administrative systems, including MISSA to assess performance, coverage, and system functionality. Primary quantitative and qualitative data will be collected at household, community, district, and national levels through key informant interviews (KIIs), focus group discussions (FGDs) and QuiP interviews.

All data collected will be disaggregated by sex, age, disability status, and geographic location to support an equity-focused analysis. QuiP data collection will focus on capturing beneficiary-reported changes in wellbeing, service utilization, and household conditions, as well as the perceived drivers of those changes. The evaluation approach will remain flexible to accommodate operational constraints, including the use of remote interviews or phone-based data collection where necessary. All data collection will adhere strictly to UNICEF ethical standards, including informed consent, participant safety, confidentiality, and data protection.

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#### 7.4 DATA ANALYSIS AND INTERPRETATION

Data will be analyzed quantitatively and qualitatively. Quantitative data will be analyzed using descriptive and inferential techniques (where the sampling design and sample size permit). Descriptive statistical analysis will summarize programme performance and key outcome indicators across Cash Plus components, digital payments, and beneficiary characteristics using frequencies, proportions, and summary statistics.

Qualitative data from KIIs and FGDs will be analysed using thematic coding, focusing on implementation processes, coordination, institutional capacity, systems performance, and enabling and constraining factors. QuiP data will be analysed through narrative causal mapping, identifying perceived changes, pathways of change, and contributing factors across outcome domains. Findings from the analyses will be systematically triangulated to enhance validity and robustness, with quantitative results indicating the scale and distribution of change and qualitative and QuiP evidence explaining underlying mechanisms and context.

#### 7.5 POTENTIAL LIMITATIONS OF THE EVALUATION

##### 7.5.1 RISKS

- Limited access to remote and mountainous areas may constrain fieldwork.
- Seasonal and logistical challenges may affect data collection timelines.
- Variations in data quality and completeness may limit analysis.
- Absence of a counterfactual restricts attribution of results.
- Possible non-response or limited stakeholder availability.

##### 7.5.2 MITIGATION

- Use flexible and adaptive data collection methods, including remote options.
- Adjust sampling strategies to maintain representativeness.
- Apply data triangulation to strengthen validity.
- Use contribution analysis to assess plausible programme effects.
- Ensure strong stakeholder engagement and coordination.
- Implement robust data quality assurance processes.

The Evaluation Team will also submit a comprehensive risk management plan during the inception phase, detailing identified risks, their likelihood and severity, and proposed mitigation measures

#### 7.6 EVALUATION ETHICS

Ethics and safeguarding are central to UNICEF evaluation practice. The evaluation must adhere to UNEG Norms and Standards, including the principles of integrity, accountability, respect and beneficence, with the overarching requirement to #do no harm.# Evaluators are expected to familiarize themselves with these standards and apply them throughout the evaluation.

The Evaluation Team must develop a robust ethical approach that ensures full compliance with international research ethics and safeguarding protocols, particularly for children and vulnerable groups. This includes

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addressing power dynamics between evaluators and participants, and ensuring fair representation, respect for dignity and diversity, confidentiality and avoidance of harm. Evaluators will be required to obtain ethics clearance from the Government of Lesotho before data collection begins.

Key ethical considerations include:

- Safeguards to protect participant confidentiality
- Safety measures for field teams
- Physical, emotional and psychosocial #Do No Harm# protections for participants
- Parental or caregiver consent procedures
- Inclusive methods and accessible spaces for vulnerable adults and persons with disabilities

Use of appropriate language and culturally sensitive communication.

### 7.7 EVALUATION WORKPLAN

The evaluation is expected to be conducted over approximately 20 weeks and will include inception, data collection, analysis, validation, reporting, and dissemination phases. The evaluation team will provide a detailed workplan during the inception phase, including timelines for stakeholder consultations, fieldwork, validation, and submission of deliverables.

Key deliverables will include inception reports, data collection tools, fieldwork reports, draft and final evaluation reports, presentations, and dissemination products. All key deliverables will undergo technical review and quality assurance processes.

## 9. DELIVERABLES

### PHASE I: Preparatory Phase (2 weeks)

During the preparatory phase, the evaluation team will undertake secondary data collection and desk review, conduct a preliminary stakeholder analysis, and prepare for the inception phase.

### PHASE II: Inception Phase (4 weeks)

The inception phase will include inception meetings with UNICEF and key stakeholders, refinement of the evaluation methodology, sampling strategy, and evaluation matrix, development and finalization of quantitative and qualitative tools, translation and piloting of tools where necessary, and finalization of the workplan and analytical framework.

The following deliverables are expected:

- a) Draft inception report.
- b) Presentation of draft inception report to the Evaluation Reference Group (ERG).
- c) Final inception report, including final tools, evaluation matrix, workplan, and completed audit trail addressing comments received.

### PHASE III: Data Collection Phase (4 weeks)

The data collection phase will include quantitative and qualitative data collection; KIIs, FGDs, surveys, QuiP interviews, and review of administrative and secondary data; preliminary data cleaning, organization, and triangulation; and preparation of fieldwork summary and emerging findings.

The following deliverables are expected:

- a) Fieldwork report summarizing sample, emerging findings, challenges, and preliminary analysis.
- b) Presentation of preliminary findings to key stakeholders and ERG.

### PHASE IV: Drafting, Validation and Completion Phase (8 weeks)

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This phase will involve quantitative and qualitative data analysis, drafting of the evaluation report, stakeholder review and validation, and revision and finalization of the evaluation report.

The following deliverables are expected:

- a) Draft evaluation report.
- b) PowerPoint presentation on emerging findings, conclusions, and recommendations.
- c) Presentation of draft evaluation report to the ERG.
- d) Final evaluation report, including completed audit trail addressing comments received.

#### PHASE V: Dissemination and Advocacy Phase (2 weeks)

This phase will include preparation of dissemination materials and dissemination and presentation of findings to stakeholders.

The following deliverables are expected:

- a) Final PowerPoint presentation and evaluation brief/summary products.
- b) Dissemination workshop with key stakeholders.

The total duration of the assignment is expected to be 20 weeks.

#### 10. DISSEMINATION AND ADVOCACY PLAN

The evaluation will include a dissemination and advocacy component to support use of findings for accountability, learning, programme improvement, and future decision-making. Key users of the evaluation include UNICEF, the Government of Lesotho, the European Union, implementing partners, and other stakeholders involved in Cash Plus programming and social protection systems strengthening.

The consulting team will be expected to prepare user-friendly dissemination products, including PowerPoint presentations, summary briefs, and visual communication materials highlighting key findings, conclusions, lessons learned, and recommendations. Dissemination approaches and products will be refined during the inception phase in consultation with stakeholders and validated during the reporting phase.

All dissemination materials and visual products should align with relevant UNICEF communication and branding guidance, including the UNICEF Style Guidelines, UNICEF Brand Book, and UNICEF Infogram Guidelines. All final visual products will require UNICEF review and approval prior to dissemination.

#### 11. PAYMENT SCHEDULE

Payments will be made upon satisfactory completion and approval of deliverables by UNICEF, according to the following schedule:

**FIRST PAYMENT # 25% of the agreed contract amount**

Payable 30 days after signature of the contract upon completion of the inception phase, including:

- # Inception meetings with UNICEF and key stakeholders.
- # Refinement of evaluation methodology, sampling strategy, and evaluation matrix.
- # Development and finalization of quantitative and qualitative tools.
- # Translation and piloting of tools where necessary.
- # Finalization of the workplan and analytical framework.

**SECOND PAYMENT # 20% of the agreed contract amount**

Payable 50 days after signature of the contract upon completion of the data collection phase, including:

- # Quantitative and qualitative data collection.
- # KIIs, FGDs, surveys, QuiP interviews, and review of administrative and secondary data.
- # Preliminary data cleaning, organization, and triangulation.

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# Preparation of fieldwork summary and emerging findings.

THRID PAYMENT # 25% of the agreed contract amount

Payable 90 days after signature of the contract upon completion of the drafting, validation and completion phase, including:

# Quantitative and qualitative data analysis.

# Drafting of evaluation report.

# Stakeholder review and validation.

# Revision and finalization of evaluation report.

FINAL PAYMENT # 30% of the agreed contract amount

Payable 100 days after signature of the contract upon completion of the dissemination and advocacy phase, including:

# Preparation of dissemination materials.

# Dissemination and presentation of findings to stakeholders.

The total payment schedule represents 100% of the agreed contract amount.

## 12. MANAGEMENT AND QUALITY ASSURANCE ARRANGEMENTS

UNICEF Lesotho will commission and manage the evaluation through a designated PMER Officer who will coordinate the evaluation process, facilitate stakeholder engagement, oversee quality assurance, and serve as the primary liaison with the evaluation team. To ensure independence and impartiality, the PMER Officer will not be directly involved in programme implementation.

An Evaluation Reference Group (ERG) comprising relevant Government ministries, UNICEF sections, implementing partners, and key stakeholders will provide technical oversight and review key deliverables, including the inception report, draft evaluation report, and dissemination products.

The evaluation team will be responsible for the overall conduct of the evaluation, including methodology, data collection, analysis, reporting, and presentation of findings. Key deliverables will undergo UNICEF quality assurance and technical review processes. Revised deliverables should include completed audit trails responding to comments received.

## 13. GUIDING PRINCIPLES AND ETHICAL CONSIDERATIONS

The evaluation will adhere to UNEG Norms and Standards for Evaluation, UNEG Ethical Guidelines, and UNICEF procedures for ethical standards in research, evaluation, data collection, and analysis. The evaluation team will be expected to uphold principles of independence, impartiality, confidentiality, informed consent, and protection of participants throughout the evaluation process.

The consulting team should identify and address any potential ethical risks and describe proposed mitigation measures in the inception report. Where necessary, appropriate ethical clearance procedures will be followed in line with national and UNICEF requirements. All evaluation products and dissemination materials should comply with relevant UNICEF quality assurance, branding, and communication guidance.

## 14. QUALIFICATION REQUIREMENTS

### 14.1 Team Composition and Responsibilities

The evaluation will be conducted by a qualified consulting firm or multidisciplinary evaluation team with demonstrated experience in conducting complex mixed-methods evaluations, preferably within social protection, child wellbeing, public health, or multisector development programmes. The consulting firm is strongly encouraged to partner with, or include, a qualified local consulting firm or national experts to support in-country data collection,

Item	Service Description	Quantity	Unit	Unit Price	Price
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stakeholder engagement, and contextual interpretation. This is to ensure cultural relevance, facilitate access to communities, and enhance the quality and efficiency of fieldwork.

The team is expected to include expertise in:

- Evaluation design and mixed-methods research
- Quantitative and qualitative data collection and analysis
- Social protection and Cash Plus programming
- Contribution analysis and/or theory-based evaluation
- Gender, equity, disability inclusion, and human rights approaches
- Data management and statistical analysis

The evaluation team will be responsible for:

- Designing and implementing the evaluation methodology
- Developing data collection tools and protocols
- Conducting quantitative and qualitative data collection
- Undertaking data analysis and triangulation
- Preparing and presenting evaluation deliverables
- Ensuring ethical compliance and quality assurance throughout the evaluation process.

#### 14.2 Required Qualifications

The Team Leader should possess:

- An advanced university degree in Monitoring and Evaluation, Public Health, Social Sciences, Development Studies, Statistics, Economics, or a related field;
- At least 10 years of relevant experience conducting evaluations of complex development or social programmes;
- Demonstrated experience leading mixed-methods evaluations and managing multidisciplinary teams;
- Strong analytical, report writing, and facilitation skills;
- Experience with theory-based evaluation approaches, contribution analysis, or similar methodologies;
- Familiarity with UNICEF, UN, EU, or donor-funded evaluations will be an added advantage.

#### 14.3 Other team members should demonstrate:

- Relevant academic qualifications and technical expertise aligned with assigned responsibilities;
- Experience in quantitative and/or qualitative research methods;
- Experience working in Lesotho or similar contexts will be an advantage;
- Knowledge of gender-responsive, disability-inclusive, and human-rights-based evaluation approaches. Fluency in English is required. Knowledge of Sesotho will be an added advantage.

### 15. REQUIREMENTS FOR TECHNICAL AND FINANCIAL PROPOSALS

Proposals will be evaluated based on both technical and financial criteria, with a maximum combined score of 100 points. Interested firms or institutions are requested to submit:

- One technical proposal; and
- One financial proposal.

Item	Service Description	Quantity	Unit	Unit Price	Price
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**15.1 TECHNICAL PROPOSAL**

Technical proposals will be evaluated based on methodology, relevant experience, team composition, and understanding of the assignment. Financial proposals will be evaluated separately. The technical proposal will account for 70% of the overall score.

Only proposals meeting the minimum technical score (49 points) will proceed to financial evaluation.

**Technical Proposal Requirements**

The technical proposal should include:

- Understanding of the assignment;
- Proposed methodology and workplan;
- Team composition and roles;
- Relevant institutional experience;
- Examples of similar assignments conducted.

**15.2 FINANCIAL PROPOSAL**

The Financial Proposal will account for 30% of the overall score.

**Financial Proposal Requirements**

The financial proposal should include:

- Detailed budget
- Professional fees
- Travel and fieldwork costs
- Other operational costs related to the assignment.

All costs should be inclusive of applicable expenses required for completion of the evaluation assignment. Below is allocation of points to both the technical and financial evaluation.

The technical proposal will account for 70 points, while the financial proposal will account for 30 points.

**16. PROPOSAL EVALUATION CRITERIA**

**16.1 Technical Evaluation (70 Points)**

**a). Overall Quality of the Technical Proposal (15 Points)**

Assessment will focus on the demonstrated understanding of the assignment by the proposer and the responsiveness of the proposal submitted to the requirements outlined in the Terms of Reference.

Maximum score: 15 points.

**b). Company Experience (10 Points)**

Assessment will consider the range and depth of organizational experience in providing services relevant to the assignment, including samples and references of previous work.

Maximum score: 10 points.

**c). Proposed Methodology and Approach (25 Points)**

Assessment will focus on the quality and appropriateness of the proposed approach and methodology for designing and undertaking the evaluation in accordance with the evaluation criteria and key evaluation questions, including the proposed detailed work plan. Maximum score: 25 points.

**d). Quality of the Proposed Team (20 Points)**

Assessment will consider the relevant qualifications and experience of the proposed team in relation to the requirements of the assignment.

The score will be distributed as follows:

- # Team Leader experience and qualifications # 8 points.
- # Gender and geographical balance # 4 points.

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# Other team members# experience and qualifications # 8 points.  
Maximum score: 20 points.

e). Financial Evaluation (30 Points)  
The financial proposal will be evaluated for a maximum of 30 points.

f) Overall Evaluation  
The final score is calculated based on the formula:-  
Score of price proposal X = (Max score for price proposal (eg. 30 points) \* Price of lowest price proposal/Price of proposal X.

#### 17. ADMINISTRATIVE MATTERS

a) The Institution / company will be governed by and subject to UNICEF#s General Terms and Conditions.

b) The contract shall be ALL INCLUSIVE of all costs (travel-airfare where applicable, in-country travel, accommodation, per-diems, etc.)

c) The Institution/ company will use their office resources and materials in the assignment's execution.

d) The Contract shall be all inclusive of all administrative costs (accommodation, travel, allowances, insurance fieldwork, etc.).

e) As per UNICEF Division of Finance and Administration Management (DFAM) policy, payment is made against approved deliverables. No advance payment is allowed unless in exceptional circumstances against bank guarantee, subject to a maximum of 30 per cent of the total contract value in cases where advance purchases are required.

f) The Institution's Team Leader is expected to be available and in charge of all the activities / operations during the assignment.

g) Provide necessary documentation for approval by UNICEF before engaging subcontracts. Under ordinary circumstances, UNICEF shall not accept subcontracting of any part of the assignment. Where subcontracting is necessary, the institution / company must submit the Subcontract intent and authorization, including relevant documentation to UNICEF for approval. Similarly, Joint-Venture (JVA) Agreements must be declared at the bidding stage, must be accompanied by agreement, and relevant #intent# documents duly signed by the JVA parties.

#### 18. PREVENTION OF SEXUAL EXPLOITATION AND ABUSE (PSEA)

UNICEF has zero tolerance for sexual exploitation and abuse (SEA). The selected consultant/firm and all personnel engaged under this assignment are required to comply with UNICEF#s PSEA standards and the UN Code of Conduct.

The Evaluation Team must:

- Adhere to UNICEF and UN policies on PSEA and safeguarding at all times.
- Ensure that all team members are informed of, and trained on, expected standards of conduct.
- Take all necessary measures to prevent SEA, including during data collection and interactions with communities.

Item	Service Description	Quantity	Unit	Unit Price	Price
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- Establish safe and confidential mechanisms for reporting any SEA concerns.
- Immediately report any allegations or suspicions of SEA through appropriate UNICEF channels.

**19. SUBMISSION OF PROPOSALS**

Submissions shall be by email only to the email addresses below and all documents shall be in PDF format.

Bidders are advised to follow strictly, the method of submission indicated below. Proposals addressed in any other manner shall be discarded. UNICEF does not take responsibility for Proposals / tenders addressed incorrectly.

**19.1 Use of UN or UNICEF Logo**

Bidders are prohibited from using UN / UNICEF Logo on their tender documents. Use of UN / UNICEF logo will render disqualification from the process.

**19.2 TECHNICAL PROPOSALS, in PDF format must be submitted to**

les-Techproposal@unicef.org with subject heading: TECHNICAL PROPOSAL: LRFPS-2026-9204501.

**19.3 FINANCIAL PROPOSAL, in PDF format must be submitted to les-Finproposal@unicef.org with subject heading: FINANCIAL PROPOSAL: LRFPS-2026-9203495**

**20. QUERIES / ERASURES / CHANGES IN THE PROPOSAL / CONFIDENTIAL INFORMATION:**

**20.1 Only written queries shall be readdressed and must be sent to les-tender-queries@unicef.org**

When a query is of common interest, the response shall be shared with all potential bidders. Queries shall be addressed within 5 days from the date of the RFP advert posting. Closing date for Queries is 26 June 2026.

**20.2 Erasures or other corrections in the Proposal must be explained and the signature of proposal shown alongside. All changes to the proposal must be received within two (2) days prior to closing date and time.**

Proposers must clearly indicate that the change / correction is a modification to the earlier version or state the changes from the original proposal. Request to withdraw Proposals must be received before closing date and time indicated.

**20.3 Information which the bidder considers proprietary should be clearly marked #Proprietary#, next to the relevant part of the text and UNICEF will treat such information accordingly.**

**20.4 USE OF UNITED NATIONS AND UNICEF EMBLEM / LOGO**

Bidders are PROHIBITED TO USE NAME, EMBLEM / LOGO or OFFICIAL SEAL of the United Nations or UNICEF or any abbreviation of these names when preparing and submitting proposals or for any purpose in this tender process.

**21. ETHICAL CONSIDERATIONS: GENERAL PROVISIONS, INCLUDING RESPECT FOR GENDER, DISABILITY, AND HUMAN RIGHTS**

UNICEF is committed to diversity and inclusion within its workforce, and encourages all candidates, irrespective of gender, nationality, religious and ethnic backgrounds, including persons living with disabilities, to apply to become part of the organization. UNICEF has a zero-tolerance policy on conduct that is incompatible with the aims and objectives of the United Nations and UNICEF, including sexual exploitation and abuse, sexual harassment, abuse of authority and discrimination. UNICEF also adheres to strict child safeguarding principles. Selected institution / individuals will be expected to adhere to these standards and principles.

Item	Service Description	Quantity	Unit	Unit Price	Price
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The institution's proposed team/s may therefore undergo rigorous reference and background checks that include but not limited to verification of academic credential(s), employment history, ethics, etc. The selected institution may be required to provide additional information on conduct and background check. Individuals engaged under a consultancy contract are not classified as "staff members" under the Staff Rules & Regulations of the United Nations and UNICEF's Policies and Procedures, therefore will not be entitled to benefits and entitlements provided therein (such as medical insurance coverage, pension fund etc.). Their conditions of service will be governed by their contract/s and the General Terms and Conditions of Contracts for the Services of Institutional Consultants, Consultants, and Individual Contractors.

Institutions, consultants, and individual contractors are responsible for determining their tax liabilities and for the payment of any taxes and/or duties, in accordance with national or other applicable laws.

22. CLOSING DATE: END OF DAY (11:59HRS) 7 JULY 2026

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**SPECIAL NOTES**

USE OF UN/UNICEF LOGO IN YOUR TENDER IS PROHIBITED

## INSTRUCTION TO PROPOSERS

### 1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.7, 1.8 and/or 1.9 should then be followed accordingly.

1.2 The Bid Form/Request for Proposal for Services Form must be signed, and submitted together with the Proposal. The Bid Form/Request for Proposal for Services Form should be signed by the duly authorized representative of the submitting company.

1.3 Proposals must be clearly marked with the RFP(S) number and the name of the company submitting the Proposal.

1.4 Proposers should note that Proposals received in the following manner will be invalidated:

- a) with incorrect (as applicable) postal address, email address or fax number;
- b) received after the stipulated closing time and date;
- c) failure to quote in the currency(ies) stated in the RFP(S);
- d) in a different form than prescribed in the RFP(S).

1.5 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFP(S), paying particular attention to its schedules/Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service/goods need.

**NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.**

1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the schedules/Terms of Reference/Statement of Work for this RFP(S).

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 The Proposal must be sent for the attention of unit/team and address as specified in this RFP/RFPS. Proposals not sent in this manner will be disqualified.

1.7.3 They must be clearly marked as follows:

\* Outer sealed envelope:

Name of company  
[RFP(S) NO.]  
[NAME OF UNIT & UNICEF OFFICE ADDRESS]

\* Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number - technical proposal

\* Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFP(S) number - price proposal

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

1.7.4 In case of any discrepancy between an original and a copy, the original will prevail.

1.7.5 Any delays encountered in the mail delivery will be at the risk of the Proposer.

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.8.2 Faxed Proposals must be returned to the ONLY ACCEPTABLE FAX NUMBER for Proposals as specified in this RFP(S) Document. Proposers should note that Proposals received at any other fax number will be invalidated.

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.9.2 All e-mailed Proposals must be submitted to the ONLY ACCEPTABLE E-MAIL ADDRESS as specified in this solicitation document. No other recipient should be "Cc" or "Bcc" in the e-mail submission. Proposals not sent in this manner will be disqualified.

1.9.3 All Proposals submitted by e-mail must be submitted as email attachments. The Technical Proposal and Price Proposal must be sent as separate attachments and clearly indicated as such in the file name (e.g. Company ABC Technical Proposal, Company ABC Price Proposal). Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.

### 2. OPENING OF PROPOSALS

2.1 Proposals received prior to the stated closing time and date will be kept unopened. UNICEF will open Proposals when the specified time has arrived and no Proposal received thereafter will be considered.

2.2 UNICEF will accept no responsibility for the premature opening of a Proposal which is not properly addressed or identified.

2.3 In cases when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public Proposal opening at the time, date and location specified in the RFP(S) documents.

### 3. UNGM REGISTRATION

3.1 UNICEF is part of the United Nations Global Marketplace(UNGM). Accordingly, all proposers are encouraged to become a UNICEF vendor by creating a vendor profile in the UNGM website: [www.ungm.org](http://www.ungm.org)

### 4. AWARD NOTIFICATION

4.1 UNICEF reserves the right to make a public notification of the outcome on an RFP(S) advising product/service, awarded supplier and total value of award.

## ANNEX A GENERAL TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

#### Definitions and UNICEF Supply Website

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

"Affiliates" means, with respect to the Contractor, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

"Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and information, the confidential or proprietary nature of which, is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Contract" means the services contract that incorporates these General Terms and Conditions of Contract (Services). It includes contracts for services issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

"Contractor" means the contractor named in the Contract.

"Deliverables" means the work product and other output of the Services required to be delivered by Contractor as part of the Services, as specified in the relevant section of the Contract.

"Disabling Code" means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNICEF information system or network.

"End User" means, in the event that the Services or Deliverables involve the use of any information systems, any and all UNICEF employees, consultants and other personnel and any other external users collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.

"Fee" is defined in Article 3.1.

"Host Government" means a Government with which UNICEF has a programme of development cooperation, and includes a Government of a country in which UNICEF provides humanitarian assistance.

Contractor's "Key Personnel" are: (i) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the Contract; (ii) Personnel whose resumes were submitted with the proposal; and (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

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

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

"Security Incident" means, with respect to any information system, service or network used in the delivery of the Services or Deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNICEF's Confidential Information or weaken or impair UNICEF's operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF or End Users to access the UNICEF Data.

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

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at [http://www.unicef.org/supply/index\\_procurement\\_policies.html](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, UNICEF's Policy on Safeguarding (as updated from time to time), the UN Supplier Code of Conduct and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

2. Provision of Services and Deliverables; Contractor's Personnel; Sub-Contractors

#### Provision of Services and Deliverables

2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the time for delivery of the Services and Deliverables, and to UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services and delivery of the Deliverables under the Contract.

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF's security and other regulations and instructions for such access and use, including, but not limited to, UNICEF's information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF's premises, facilities or systems.

2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and the time schedule under the Contract. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Contractor. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.4 The Contractor will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Contractor) in connection with the provision of the Services or development and delivery of the Deliverables.

2.5 Title to any equipment and supplies which may be provided to the Contractor by UNICEF, will remain with UNICEF. Such equipment and supplies will be returned to UNICEF at the conclusion of the Contract or when no longer needed by the Contractor in the same condition as when they were provided to the Contractor, subject to normal wear and tear. The Contractor will pay UNICEF the value of any loss of, damage to, or degradation of, the equipment and supplies beyond normal wear and tear.

#### Non-conforming Services and Consequences of Delay

2.6 If the Contractor determines it will be unable to provide the Services or deliver the Deliverables by the date stipulated in the Contract, the Contractor will (i) immediately consult with UNICEF to determine the most expeditious means for delivery of the Services and/or Deliverables; and (ii) take necessary action to expedite delivery of the Services and/or Deliverables, at the Contractor's cost (unless the delay is due to force majeure as defined in Article 6.8 below), if reasonably so requested by UNICEF.

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under the Contract and may at any time evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to UNICEF, and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed status updates, costs to be charged and payments made by UNICEF or pending. Neither the evaluation of the Services and Deliverables, nor failure to undertake any such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.

2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNICEF can, at its option:

## ANNEX A GENERAL TERMS AND CONDITIONS

(a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);

(b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance;

(c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;

(d) give written notice to terminate the Contract for breach, in accordance with Article 6.1 below, if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not capable of remedy;

(e) require the Contractor to pay liquidated damages as set out in the Contract.

2.9 Further to Article 11.5 below, the Contractor expressly acknowledges that if UNICEF takes delivery of Services or Deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late or non-compliant performance.

### Contractor's Personnel and Sub-Contractors

2.10 The following provisions apply with regard to the Contractor's Personnel:

(a) The provisions of Article 7 (Ethical Standards) will apply to the Contractor's Personnel as expressly stated in Article 7.

(b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

(c) The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.

(d) At any time during the term of the Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF's request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions.

(e) If one or more of Contractor's Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14) days in advance; and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement Personnel in sufficient detail to permit evaluation of the impact on the engagement.

(f) The approval of UNICEF of any Personnel assigned by the Contractor (including any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract. The Contractor's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

(g) All expenses of the withdrawal or replacement of the Contractor's Personnel will, in all cases, be borne exclusively by the Contractor.

2.11 The Contractor will obtain the prior written approval and clearance of UNICEF for all institutional sub-contractors it proposes to use in connection with the Contract. The approval of UNICEF of a sub-contractor will not relieve the Contractor of any of its obligations under the Contract. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

2.12 The Contractor confirms that it has read UNICEF's Policy on Safeguarding (as updated from time to

time). The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Contractor will further cooperate with UNICEF's implementation of this policy.

2.13 The Contractor will supervise its Personnel and sub-contractors and will be fully responsible and liable for all Services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract.

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 2.14.

### 3. Fee; Invoicing; Tax Exemption; Payment Terms

3.1 The fee for the Services is the amount in the currency specified in the fee section of the Contract (the "Fee"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Contractor will not request any change to the Fee after the Services or Deliverables have been provided and that the Fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to changes to the Fee for modifications or interpretations of the scope of work if those modifications or interpretations of the scope of work have already been initiated by the Contractor. UNICEF will not be liable to pay for any work conducted or materials provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

3.2 The Contractor will issue invoices to UNICEF only after the Contractor has provided the Services (or components of the Services) and delivered the Deliverables (or installments of the Deliverables) in accordance with the Contract and to UNICEF's satisfaction. The Contractor will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reimbursable expenses if any, in sufficient detail to permit UNICEF to verify the amounts stated in the invoice.

3.3 The Contractor authorizes UNICEF to deduct from the Contractor's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Contractor of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Contractor the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Contractor will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontested amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments

## ANNEX A GENERAL TERMS AND CONDITIONS

withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

3.6 Each invoice will confirm the Contractor's bank account details provided to UNICEF as part of the Contractor's registration process with UNICEF. All payments due to the Contractor under the Contract will be made by electronic funds transfer to that bank account. It is the Contractor's responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Contractor of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Contractor acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Contractor has not performed in accordance with the terms and conditions of the Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off, against any amount or amounts due and payable by UNICEF to the Contractor under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Contractor) owing by the Contractor to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Contractor prior notice before exercising this right of set-off (such notice being waived by the Contractor). UNICEF will promptly notify the Contractor after it has exercised such right of set-off, explaining the reasons for such set-off, provided, however, that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Contractor of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

#### 4. Representations and Warranties; Indemnification; Insurance

##### Representations and Warranties

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Contractor further represents and warrants, as of the effective date and throughout the term of the Contract, that it and its Personnel and sub-contractors will perform the Contract and provide the Services and Deliverables (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in a same industry; (c) with priority equal to that given to the same or similar services for the Contractor's other clients; and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

4.3 The representations and warranties made by the Contractor in Articles 4.1 and 4.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables; and (b) each Government or other entity (if any) that receives the direct benefit of the Services and Deliverables.

##### Indemnification

4.4 The Contractor will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its

officials, employees, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

4.5 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which as between the Contractor and UNICEF only UNICEF itself (or relevant Governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

##### Insurance

4.6 The Contractor will comply with the following insurance requirements:

(a) The Contractor will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Contractor's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Contractor's performance of the Contract), including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Contractor.

(b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Contractor will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.

(f) Compliance with the insurance requirements of the Contract will not limit the Contractor's liability either under the Contract or otherwise.

##### Liability

4.7 The Contractor will pay UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Contractor's Personnel or sub-contractors in the performance of the Contract.

#### 5. Intellectual Property and Other Proprietary Rights; Data Protection; Confidentiality

##### Intellectual Property and Other Proprietary Rights

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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 Subject to Article 5.3, 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.

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### Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:

- (a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or
- (b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or
- (c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) day's written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Contractor will take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimise losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-process related specifically to the Contract. If UNICEF obtains the assistance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF's Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

6.6 If the Contract is terminated by either Party no payment will be due from UNICEF to the Contractor except for Services and Deliverables provided to UNICEF's satisfaction in accordance with the Contract, but only if such Services and Deliverables were required or requested before the Contractor's receipt of the notice of termination or, in the case of termination by the Contractor, the effective date of such termination. The Contractor will have no claim for any further payment beyond payments in accordance with this Article 6.6, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Contractor's default (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

6.7 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.

### Force Majeure

6.8 If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event

resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

### 7. Ethical Standards

7.1 Without limiting the generality of Article 2 above, the Contractor will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.2 (a) The Contractor represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Contractor, or will be offered by or on behalf of the Contractor, any direct or indirect benefit in connection with the Contract, including the award of the Contract to the Contractor. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Contractor represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(i) During the one (1) year period after an official has separated from UNICEF, the Contractor may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Contractor has participated.

(ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Contractor, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contracts by the Contractor), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Contractor further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Contractor will immediately disclose to UNICEF if it or any of its Affiliates or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Contractor will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combating Fraud and Corruption. In particular, the Contractor will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combating Fraud and Corruption.

7.5 The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - [www.ungm.org](http://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

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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 arbitral proceedings will be conducted in English. 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 United States Federal Reserve Bank of New York's Secured Overnight Financing Rate (SOFR) then prevailing and any such interest will be simple interest only. In light of the privileges and immunities of UNICEF, references in the UNCITRAL Arbitration Rules to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the "seat" or "juridical seat" or "juridical place" for such proceedings. 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.