REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2019-9151910 04 September 2019

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for


Important: EMAILED BIDS must be sent exclusively to mlya-procurement@unicef.org before 17 September at 1500hrs Malaysian Time

XXXXXXXXX FAX/LETTER NOT SPECIFIED IN 'PREPARE ITB (ZMRQ)' XXXXXXXXX
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By: 

Mya Thanda Chaw  
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)  
Email: mtchaw@unicef.org

Approved By: 

Hasmik Gaginyan

Date: 05/09/19

Date: 05/09/13
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-2019-9151910 set out in the attached document, hereby offers to execute the services specified in this document.

Signature: ________________________________

Date: ________________________________

Name & Title: ________________________________

Company: ________________________________

Postal Address: ________________________________

Tel No: ________________________________

Fax No: ________________________________

E-mail Address: ________________________________

Currency of Proposal: ________________________________

Validity of Proposal: ________________________________

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

10 Days 3.0%______ 15 Days 2.5%______ 20 Days 2.0%______ 30 Days Net______ Other_____
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<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
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Filming, Video Production for PFP

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SPECIAL NOTES:

EMAILED BIDS must be sent exclusively to myla-procurement@unicef.org, in a non-editable format (i.e. PDF), clearly marked with the tender number LRPS-2019-9151910 in the subject line and emails to arrives NO LATER than the 17 September 2019, Tuesday - 1500 hours. No other recipient should be "Cc" or "Bcc" in the e-mail submission. Bids received in any other manner will be INVALIDATED.

PLEASE NOTE: email should not exceed 10MB. If bid response is larger than 10MB, please zip the files or divide response into separate files and send in multiple emails instead.

Full proposals should be submitted in ENGLISH and must be received not later than 17 September 2019, Tuesday - 1500 hours in electronic PDF version, duly signed and dated. Bidders must submit their proposal, ensuring separate emails for the Technical Proposal and the Financial Proposal. Each email should indicate the Tender Number and Technical or Price Proposal in the subject line. The Financial Proposal must be submitted in an email separate from the rest of the proposal. NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL. Prices or rates shall not appear in any other part of the proposal.

Supplier will submit the proposals electronically to UNICEF Malaysia at myla-procurement@unicef.org in the following manner:

- Technical Proposal file clearly named as "AGENCY NAME - Technical Proposal-LRPS-2019-9151910 "
- Financial Proposal file clearly named as "AGENCY NAME - Financial Proposal-LRPS-2019-9151910 " which should be password protected.

Late bids will not be accepted.

For queries please contact Mya Thanda Chaw through e-mail at mtchaw@unicef.org with a cc copy to Mr. Adam Kok Yen Yang through email at ayenyyang@unicef.org. All e-mail communication in relation to the Proposal must clearly indicate the reference RFP number.

UNGM Registration

UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all bidders must register themselves at the UNGM website www.ungm.org. Bidders are required to register at Basic level only.

UNGM registration requirements at Basic Level are:

a. Fill the form containing General Information (name of company, license number/ Corporate Identity Number from Certificate of Incorporation, address, telephone, details of contact persons, etc.).
b. Information on countries in which you do business.
c. Classification of your goods and services from the UNSPSC codes.
Guidance note to assist in the registration process is also attached. In case of any problem, please use the "Help" section on the UNGM site.

NOTE:

a. New bidders who are not registered in UNGM: On completion of registration in UNGM and receipt of registration number, please complete and share the attached "MDM template for Vendor Registration" with mtchaw@unicef.org with a copy ayenyang@unicef.org

b. Bidders already registered in UNGM: Please share the UNGM number with mtchaw@unicef.org with a copy to ayenyang@unicef.org.

c. Bidders already registered in UNGM but forgot password: In case you have previously registered in UNGM but forgotten your password, please use the option to re-set your password. For assistance, use the "Help" section on the UNGM site

Upon receipt of UNGM number, share the UNGM number with mtchaw@unicef.org with a copy to ayenyang@unicef.org.

Unless bidders complete the UNGM registration they will not be considered for the bidding process.

Attachments for UNGM registration:
1. Guidance Note on UNGM registration
2. MDM Template

ANNEXURES ATTACHED
Annex-C: Contractor’s experience - format.
Annex-E: Evaluation criteria.
Annex-F: Terms of Reference.

SPECIAL CONDITIONS:

SPECIFIC TERMS AND CONDITIONS:

1.0 Liquidated Damages

1.1 For late delivery of Services UNICEF reserves the right to claim liquidated damages from the Contractor and deduct 0.5% of the total value of the contract per day of delay, up to a maximum of 10% of the value of the Contract. The payment or deduction of such liquidated damages, shall not relieve the Contractor from any of its other obligations or liabilities pursuant to this Contract.

2.0 Pre-Payment

Please note that UN Financial Rules and Regulations do not permit prepayment such as COD or LC. The standard payment terms are net 30 days from the receipt of the invoice and proof of delivery/acceptance of deliverables.

3.0 Unethical Behavior

3.1 UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF bidders. Accordingly, any registered bidder that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from
continuing business relations with UNICEF.

4.0 Corrupt and Fraudulent Practices

4.1 UNICEF requires that all bidders associated with this Invitation to Bid / Request for Proposal observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

(a) Defines for the purpose of this provision the terms set forth as follows:
   (i) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract, and
   (ii) Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the selected supplier / contractor have engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.

5. Guidelines on gifts and hospitality

5.1 Bidders shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

6. Correction, modification and withdrawal

6.1 Erasures or other corrections in the Proposal must be explained and must be signed by the bidder alongside.

6.2 All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Proposal or state the changes from the original proposal.

6.3 Proposals may be withdrawn by the bidders through a letter or through a fax prior to the opening time and date specified in the page-1 of RFP. Negligence on the part of the bidder confers no right for the withdrawal of the proposal after it has been opened.

7. Validity of the proposals

7.1 Proposals should be valid for a period of not less than 90 days from the bid opening date. Bidders are requested to specify the validity period of their proposal. UNICEF may also request the validity period to be extended. UNICEF may award additional contracts against the lowest acceptable proposal if requests for identical services are received during the Proposal validity period.

8. Evaluation of proposals

8.1 Following closure of the RFP, proposals will be evaluated by a UNICEF evaluation team to assess its merits. The evaluation will be restricted to the contents of the proposals, bidder profile, relevant experience, client list, financial status and price proposal. The adjudication will be done based on the Quality and Cost Based Selection (QCBS) methodology.

8.2 A 2 stage procedure will be followed in evaluating proposals, with evaluation of the technical
proposal being completed prior to any evaluation of the financial proposal. Evaluators of the technical proposals shall have no access to the financial Proposals until the technical evaluation is completed.

8.3 Technical Proposals will be evaluated on the basis of their responsiveness to the terms of reference, applying the evaluation criteria and the point system specified in Annex-E. Each Technical Proposal will be given a technical score. Technical Proposals receiving the minimum qualifying points or higher, will be considered technically responsive. After the completion of the technical evaluation, the financial proposal will be opened. Proposals which are considered non-technically compliant and non-responsive, will not be given further consideration.

8.4 The financial scores will be arrived at based on the formula specified in para-6.5, whereby the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 30 points. The financial scores of the other proposals will be in inverse proportion to the lowest price.

8.5 The evaluation formula is outlined as follows:

\[ S_f = 30 \times \frac{F_m}{F} \]

in which \( S_f \) is the financial score, \( F_m \) is the lowest price and \( F \) the price of the proposal under consideration.

8.6 Proposals will be ranked according to their combined technical and financial scores using the weights given to technical and financial proposals. The bidder achieving the highest combined technical and financial scores may be invited for negotiations.

8.7 From the time the proposals are opened to the time the contract is awarded, bidders shall not contact UNICEF on any matter and any attempt to influence UNICEF in its evaluation of the proposals and award recommendation, may result in rejection of the proposal.

9.0 RFP terms, conditions and rights of UNICEF

9.1 This RFP and any responses thereto, shall be the property of UNICEF. In submitting a proposal, the bidder acknowledges that UNICEF reserves the right to:-
(a) Visit and inspect the bidder's premises;
(b) Contact any clients of the bidder/referees provided;
(c) Request additional supporting or supplementary information;
(d) Arrange interviews with the proposed project team/contractors;
(e) Request clarification on proposals;
(f) Request for technical presentation of the proposals;
(g) Reject any/all of the proposals submitted;
(h) Accept any proposals in whole or in part;
(i) Negotiate with the most favourable bidder;
(j) Award contracts to more than 1 bidder, as UNICEF considers to be in its best interests.

9.2 UNICEF reserves the right to invalidate any proposal for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Proposal.

9.3 UNICEF reserves the right to invalidate any Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.
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 invalided:

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 invalided.

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 invalided.

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 invalided.

2. OPENING OF PROPOSALS

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

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

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

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

4. AWARD NOTIFICATION

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

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

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

“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 tangible form or disclosed orally, and includes information, the confidentiality or propriety nature of which, is or should be reasonably apparent from the manner, 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 the 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论坛 breech, instruction or design, or other malicious, illicit or similar unauthorized code that may have the consequence (whether by design or intentionally) of disrupting, disabling, hindering, circumventing security systems 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, selected 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.

UNICEF’s “Key Personnel” are: (i) Personnel identified in the proposal as key individuals (e.g., missionaries, 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 subcontractors 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/or (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 incidents include 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 its End Users to access the UNICEF Data.

“Services” means the services specified in the relevant section of the Contract.

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

“UNICEF Supply Website” means UNICEF’s public access webpage available at http://www.unicef.org/supply/index procurement policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF’s Policy Prohibiting and Combating Fraud and Corruption, UNICEF’s Policy on Conflict Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct and UNICEF’s Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

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

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 libraries 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 subcontractors 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 restrictions for such access and use, including, but not limited to, UNICEF’s information security policies. The Contractor will ensure that UNICEF’s representatives are satisfied with all 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 or time for delivery, UNICEF and the Contractor will negotiate any changes to the Contract, including to the Scope 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 all 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 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 contact UNICEF to determine the most expeditious means for delivery of the Services and/or Deliverables; and (ii) take necessary actions to expedite delivery of the Services and/or Deliverables, at the Contractor’s cost (unless the delay is due to Force Majeure as described in Article 5.8 below), if reasonably so requested by UNICEF.

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor’s performance under
ANNEX A
GENERAL TERMS AND CONDITIONS

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

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

(a) require written notice, require the Contractor, at the Contractor’s expense, to remedy the breach, including, any deficiencies in the Deliverables, to UNICEF’s satisfaction within thirty (30) days after receipt of UNICEF’s notice for 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 Fine 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 in charge 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, during so doing, 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 Offer will be substantially the same as, or better than, the qualifications of any Personnel originally assigned 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 surrounding the proposed replacement(s) and submit justification and clarification of replacement Personnel in sufficient detail to permit evaluation of the impact on the engagement.

(c) The approval of UNICEF of any Personnel assigned by the Contractor (excluding any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract. The Contractor will, in addition, and including, individual sub-contractors, not be considered to be any as being the employer or agent 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 interpreted in a manner that is in line with any contract, and in all cases, be borne exclusively by the Contractor.

2.12 The Contractor commits that it has read UNICEF’s Policy on Conduct Promoting the Protection and Safeguarding of Children. The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate mechanisms to promote compliance with such requirement. 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 employee’s portions of income tax, insurance, social security, health insurance, workers’ 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, any losses, damages, costs and expenses claimed, assessed or incurred by the Contractor or any of its Personnel or sub-contractors, or any third party, arising from, relating to, or otherwise in connection with, the Contract, any breach or activity, negligence, misconduct or misconduct of the Contractor, its Personnel or sub-contractors, or any third party, or any liability, damage or disability of the Contractor’s Personnel or sub-contractors’ personnel, or any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor’s Personnel or sub-contractors’ personnel, in so far as UNICEF has no identity or responsibility with regard to any of the events referred to in this Article 2.14.

3. Fee: Invoicing; The Exemption; Payment Terms

3.1 The fee for the Services is the amount in the currency specified in the fee schedule in the Contract of this (the “Fee”). It is understood that such amounts are specified in United States dollars unless otherwise expressly provided for in the fee schedule of the Contract. Unless expressly stated otherwise in the Contract, the Fee is exclusive of all taxes, 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, levies 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 all services or materials to the Services or Deliverables for the installments of the Deliverables (if any) in accordance with the Contract and in 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, reflecting the Contractor identification number listed on the front page of the Contract; and (b) provide a clear and specific description of the Services and Deliverables delivered, as well as supporting documentation for reimbursement of any expenses if, 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 amounts...
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representing direct users (except charges for utilities services) and custom 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 continue 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 uncorrected 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 3.3 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will be entitled to interest on any late payment or any sums payable under the Contract or any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF’s rights with regard to, the Contractor’s performance.

3.6 Each invoice will confirm the Contractor’s book 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 is to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Contractor of any change 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 authorized 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 audits or audits determined were not in accordance with the Contract regardless of the reason for such payments (including but not limited to the actions or omissions of UNICEF staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

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 restricts or restricts any person’s right 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 of any that makes a direct financial contribution to UNICEF to procure the Services and Deliverables; and (b) any Government or other entity (of 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 claims, losses, demands 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 any 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 personnel, inventories, 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 attention or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF’s privileges and immunities excluding matters relating to UNICEF’s relationships 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 in and 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:

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

(ii) General liability insurance against all risks in respect of the Contractor and claims arising out of the Contractor in an adequate amount to cover all claims arising from or in connection with the Contractor’s performance under the Contract;
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(ii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and subcontractors 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(b) 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)(ii) 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 cancelation 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

5.7 The Contractor will pay UNICEF promptly for all losses, destruction or damage to UNICEF's property caused by the Contractor's Personnel or subcontractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights; Data Protections; Confidentiality

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with respect to products, processes, inventions, ideas, know-how, documents, data and other materials ("Contract Materials") that (i) the Contractor develops for the 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 over, 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 subcontractors 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) as 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 shall give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Contractor's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Contractor may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior written authorization of UNICEF, nor will the Contractor at any time use such information to private advantage.

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, non-exclusive 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. It will 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 fulfill its obligations under this Article 5. They will provide its full cooperation with any such instrument 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 a 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.
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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) on request, restore UNICEF's data, 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 cause such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.10(b).

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 a written notice that within thirty (30) days of receiving such notice the breach must be remedied (of such breach is capable of remedy). If the breaching Party does not remedy the breach within 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 (Preliminary and Transitory; Submission of Disputes) below will not be grounds for termination of the Contract.

Additional Termination Rights of UNICEF

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

(a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or

(b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or

(c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stays 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 Articles 6.1 and 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 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 actions that may be necessary, or that UNICEF may direct in writing, in order to minimize 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, at UNICEF's option, destroy all copies of all of UNICEF's Confidential Information, and if the Contractor fails to destroy all of UNICEF's Confidential Information, UNICEF can terminate the Contract on thirty (30) day's written notice to the Contractor, without having to provide any justification.

6.6 If the Contract is terminated by either Party without UNICEF's written consent, the Contractor will, at UNICEF's option, destroy all copies of all of UNICEF's Confidential Information, and if the Contractor fails to destroy all of UNICEF's Confidential Information, UNICEF can terminate the Contract on thirty (30) day's written notice to the Contractor.

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 actions 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 escalation, or labour unavailability; 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 in 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 it is an official of UNICEF or of any United Nations System organization that 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
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UNICEF officials have been consulted with and will be consulted 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 in UNICEF, about any matters that were within such former official’s responsibilities while at
    UNICEF.

8. The Contractor further represents and warrants 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. The Contractor further represents and warrants that neither it nor any of its Affiliates, Personnel
    or directors, is subject to any sanctions or temporary suspension imposed by any United
    Nations System organization or other international inter-governmental organization. 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.

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 restrictive conduct
    in such terms are defined in UNICEF’s Policy Prohibiting and Combating Fraud and Corruption.

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

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
    Organization’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 any child-related products or components utilised in the manufacture of any such products.

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
    thereto, 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 favors or activities or from engaging in
    any sexual activities that are exploitative or degrading to any person. This provision constitutes an
    essential term of the Contract and any breach of this representation and warranty will entitle UNICEF
    to terminate the Contract immediately upon notice to the Contractor, without any liability for
    termination charges or any other liability of any kind.

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.

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 excused, 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, 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 Contractor and all other
    affected contractors will resume in accordance with their terms. If, however, UNICEF is not satisfied
    that the measures 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

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 regarding
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 that not limited to making its Personnel and any relevant data
and documentation available for the purposes of such inspections, post-payment audits or investigations,
not reasonable times and on reasonable conditions in connection with making its Personnel and any
relevant data and documentation available. The Contractor will require its subcontractors and its agents,
including but not limited to, the Contractor’s accounts, accountants or other advisors, 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 is 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 to either Party to arbitration. The arbitration will take place
in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be
New York, NY, USA. The decisions of the arbitral tribunal will be final on all principles of
international commercial law. The arbitral tribunal will have no authority to award interest in excess of
the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest
only. The Parties will be bound by any arbitration award rendered as a result of such arbitration in
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 person(s) named 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 Contractor 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.
ANNEX A
GENERAL TERMS AND CONDITIONS

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 as 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, or any delay or failure by UNICEF to exercise any right or remedy available to UNICEF under the Contract, will be deemed to preclude 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 abate 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 reference to the name of UNICEF for the purposes of annual reports or communications between the Parties and between the Contractor and its Personnel and sub-contractors, the Contractor will, 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.