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**REQUEST FOR PROPOSAL FOR SERVICES**

**LRPS-2020-9160391**

**05 August 2020**


**UNITED NATIONS CHILDREN'S FUND (UNICEF)**

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

International institutional consultancy to provide technical expertise to perform social protection policy simulations

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

  
Ana Popivoda

Date: 05.08.2020.

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

Email : [apopivoda@unicef.org](mailto:apopivoda@unicef.org)

Approved By:

\_\_\_\_\_  
Kosa Buskovic

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

## 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-2020-9160391** 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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## 10 Social Protection Consultancy

### TERMS OF REFERENCE

International institutional consultancy to provide technical expertise to perform social protection policy simulations

#### 1. BACKGROUND AND CONTEXT

After gaining sovereignty in 2006, Montenegro is on a steady path of Euro-Atlantic integration. European Union (EU) accession negotiations were opened in June 2012, while in June 2017 Montenegro became a member of NATO. The progress in the accession process is evident, as 32 negotiations chapters (out of 35) were opened and three have been provisionally closed. Gaining independence and advancement in EU integrations required an expansion of government capacities and the establishment of national institutions to assume new roles and functions.

One area where Montenegro has high ambitions, and there remains room to progress, is in terms of ensuring its social protection system achieves the stated aim of "improvement of life quality and strengthening of an individual and the family for independent and productive life"(Government of Montenegro 2013). According to the last available official data, poverty in Montenegro, using the relative poverty line set at 60% of the national median equivalized disposable income, stood at 23.8% in 2018; a 1.4 percentage point decline from 2013 (Statistics on Income and Living Conditions, MONSTAT, 2019, available at <http://www.monstat.org/userfiles/file/anketa%20o%20dohotku/SILC%20saopstenje%202019.pdf> MONSTAT 2019). Poverty is strongly related to status in the labor market, with the highest poverty rates being for people who are unemployed (47.5% in 2018) and those who remain inactive (31%). These figures are in the context of persistently high, though declining, unemployment rates (18% in 2014 and 16% in 2017), with most unemployed people having been unemployed for more than a year (World Bank 2013 - Activation and Smart Safety Nets in Montenegro: Constraints in Beneficiary Profile, Benefit Design and Institutional Capacity). Child poverty is also a concern, with 32.4% of children living in income-poor households, 8,6 percentage points higher than the national relative poverty rate. In addition, the At risk of poverty or social exclusion (AROPE) rate of children stood at 39,4% in 2018 (MONSTAT 2019). The COVID-19 epidemic in Montenegro negatively affected poverty situation, as economic slowdown led to new social vulnerabilities and is likely to induce salary reduces and even layoffs, threatening to return poverty to 2015 or 2013 levels (World Bank, 2020- Western Balkans RER No 17, - The Economic and Social Impact of COVID-19, 2020, available at <http://documents1.worldbank.org/curated/en/236311590680555002/pdf/The-Economic-and-Social-Impact-of-COVID-19-Poverty-and-Household-Welfare.pdf>). The impact of economic shock could potentially push 9,000 to 20,000 new citizens into poverty. A big portion of the new poor are currently not likely to be receiving any form of social protection benefits (World Bank, 2020).

Current situation in the sector: Montenegro already has a strong, and recently reformed, social protection system, comprising non-contributory social assistance (including family material support, a child allowance, personal disability benefit, carer's allowance and foster family benefit) and contributory social insurance (including old age, survivor and disability pensions, health insurance and unemployment insurance). The Law on Social and Child Protection (2013) is the main legal framework for social services and social assistance in the country, with the Ministry of Labour and Social Welfare (MLSW) the main institution in charge. In addition, some forms of social assistance are the responsibility of the Ministry of Agriculture and Rural Development (MARD) (cash benefits for the elderly and payments in lieu of contributions to the pension system) and Ministry of Education (free text books, free meals for children attending pre-school education which come from families who receive social assistance), while in the context of a decentralized system of governance, at the municipality level decisions are made to offer and deliver a range of forms of social services and social assistance (including one-off financial support).

Implementation of social assistance and social services is the responsibility of Centres for Social Welfare (CSW # for social assistance and non-residential social services, as specified under the Law on Social and Child

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Protection), residential institutions (for institutional care for children and adults), the MARD and the municipal governments for their own programmes. Meanwhile, the Employment Agency plays a crucial role in the #activation# agenda, or in facilitating beneficiaries of certain types of social assistance to gain productive employment.

Despite approximately 2% of GDP being spent on social assistance (World Bank 2013; ASPIRE database) social assistance is contributing to poverty reduction in the country by mere 7 percentage points (Statistics on Income and Living Conditions, MONSTAT, 2019.). Out of 14 types of benefits specified by the Law on Social and Child Protection, only 2 are means tested. The effectiveness of means tested benefits# reaching families and children living below poverty line could be significantly improved. As an example, in 2018, 31,287 family members benefited from family allowance whereas 15,152 children received child allowance (Ministry of Labour and Social Welfare, Administrative Data, 2019.). Although nearly every third child grows up in poverty, only 10% of children receive child allowance (Based on Social Welfare Information System, in 2018 14.900 were receiving child allowance. According to the 2011 Census, 145.126 children 0-17 live in Montenegro. Child poverty rate stood at 32% in 2017.). Therefore, based on rough calculations, the number of people vulnerable to poverty not covered by the national means-tested social assistance programmes could be more than two-fold of the number of those covered.

Therefore, social protection programmes should be better tailored to meet the needs of different groups including children, people of working age and the elderly. For people of working age, it is important that social protection promotes employment for those excluded from the labour market; with 48% of social assistance beneficiaries having the potential to be working (Defined as those individuals of working age (15#64) who are not in full-time education or training, and who are not disabled.

World Bank 2013). In the light of recent developments, it is also crucial to support return to work for the newly unemployed affected by the epidemic crisis in order to offset longer-term social and economic consequences. It is furthermore important to address the specific barriers that different groups, including women and Roma, face in accessing employment (EC 2018). There also need to be improved efforts to enhance social inclusion through social protection, including of particularly vulnerable groups such as Roma and people with disabilities (EC 2018).

The economic impact of COVID-19 imposed need for budget rebalances that are leading to budget cuts in social spending in 2020, whereas it will be crucial for the social protection system to be able to adequately respond to the crisis and protect those most vulnerable, ringfencing the expenditure and maximizing its effects.

United Nations Development Assistance Framework 2017-2021: UN Montenegro has been operating as a Delivering as One (DaO) country team since 2010. Following the current Integrated UN Programme (UNDAF) structure (2017-2021), there are four programmatic pillars: Democratic Governance, Social Inclusion, Economic Governance, and Environmental Sustainability. Each results area is managed by a results group comprising representatives of both UN agencies and relevant public sector institutions.

UN support in the country in relation to social inclusion is geared toward ensuring that, by 2021, the population has improved access to quality, equitable, inclusive and mutually reinforcing systems of health, education, protection and decent work. (UNDAF Outcome, Social Inclusion, <http://bit.ly/39y2hui>) To reach this goal, UN agencies and Government of Montenegro implement development interventions, i.e. joint programmes of agency-specific programmes.

The Joint Programme "Activate! Integrated Social Protection and Employment to Accelerate Progress for Young People in Montenegro" (JP Activate) represents the UNCT joint initiative to be implemented in Montenegro, funded by Joint SDG Fund, in order to accelerate the implementation of the Sustainable Development Goals (SDGs). The programme will be jointly implemented by UNDP, UNICEF, UNHCR, ILO and IOM over the course of 24 months and will involve national partners such as state institutions, civil society organizations and private sector partners. The Ministry of Labor and Social Welfare is the key partner for this initiative.

The JP aims to enhance the capacities of the social protection system to better serve people in need. It focuses on youth, children, migrants and refugees, and addresses root causes of human trafficking, while supporting decent

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work and employability/skills development. Innovation is used as a key change strategy: the programme applies advanced methodologies (foresight, human-centered design, policy simulation tools, etc.) in order to improve targeting, expand coverage, and address adequacy of social protection, but also activate Montenegro's youth who are currently not in education, employment or training (NEET) and other vulnerable and marginalized groups through enhanced labour activation.

The expectation is that transformative policy tools will be developed, which have the potential to be replicated across policy areas and scaled up by the Government. These tools will simulate policy impact to ensure effective social protection which, provided there is political commitment, could result in reducing recently increased poverty rates and offsetting the crisis impact in the short run, and continuing to further reduce poverty rates once the economic activity is back to normal in medium to long-term perspective. More people, and youth in particular, will be reached through labour activation services: these services will be co-designed with the target beneficiaries and will therefore address their unique needs. Consequently, previously inactive youth will become contributors to the state budget, instead of recipients of social assistance.

## 2. PURPOSE AND OBJECTIVE(S)

The area of social protection and employment was identified as one of three national key SDG accelerators, hence the opportunity to assist the Government to meet both agendas: the EU accession and Agenda 2030 # thus leaving no one behind. The Government needs to finalize reform processes in the area of social protection and employment in order to reach European standards. In this regard, the UN system in Montenegro will offer support through cutting edge technical expertise, e.g. policy simulation or studies of universal approach to social protection and linked to that the possibilities to expand fiscal space. The mutual reinforcements between the SDG targets are obvious: A better targeted social protection system with expanded coverage will ensure that those who are most marginalized receive adequate support, while those who are able to work, can find decent employment and thus lift themselves out of poverty and contribute to society and a better funded social protection system.

The JP aims at improving the performance of the system through better targeting the most marginalized and vulnerable groups and by activating young men and women as Montenegro's untapped potential.

Therefore, the purpose of this consultancy is to perform policy simulation in the area of social protection, to ensure that the national system is well-designed, well-targeted and cost-effective. There is a unique window of opportunity to integrate SDG acceleration # specifically Goals 1, 3, 4, 5, 8 and 10. Therefore, the objective is to strengthen evidence-based policy making and ensure the country benefits from innovative models of designing cost-effective policies.

The objective of this consultancy is:

- Redistributive social policy scenarios based on simulations developed
- Policy simulation tools that enable more effective and better targeted social policies and measures planning and implementation developed

For these analyses UNICEF will facilitate access to datasets to the extent possible, it is foreseen that the following data(sets) should be used for the consultancy purposes:

- Core Diagnostic Instrument (CODI) comprehensive social protection system assessment (expected in Autumn 2020), containing information about strengths and weaknesses of the social protection system, as a guidance for further action and consideration by the government
- Statistics on Income and Living Conditions (SILC, released in December 2018 and 2019)
- Multiple Indicator Cluster Survey (MICS 2018, released in December 2019)
- Administrative data held in the recently implemented Social Welfare Information System (SWIS) # a Monitoring Information System (MIS) currently covering programmes implemented by the CSW residential institutions, and by the Employment Agency
- The World Bank Western Balkans Regular Economic Report document (released in Spring 2020), containing assessment of the COVID-19 impact on poverty levels in Montenegro

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UN Country Office further performed two rounds of Rapid Social Impact Assessment of the COVID-19 outbreak in Montenegro (RSIA), with third round expected in Autumn 2020. The RSIA reports provide more in-depth information about new and existing social and poverty vulnerabilities and specific needs (disaggregated by different vulnerabilities) brought about by the epidemic and government response measures.

In accordance with the Law on Official Statistics and Official Statistical System of Montenegro (18/12), article 58, access to individual statistical data is allowed to scientific-research institutions, international statistical organisations, and statistics producers from other countries, upon written request. Scientific-research institutions are natural and legal persons carrying out scientific and research activities in accordance with the special law (Law on Scientific Research Activity, 54/14), governing licensing. The consultancy candidates should foresee manner to access datasets governed by the Law on Official Statistics in their proposal.

### 3. METHODOLOGY, TECHNICAL APPROACH AND MAIN TASKS

The institutional consultant will cooperate with separately contracted individual UNDP CTA consultant who will provide local context guidance, facilitate communication and cooperation with government and other counterparts, and provide quality assurance.

The overall consultancy work will be performed under the direct supervision of the UNICEF Social Policy Officer and in close collaboration with the UNDP Social Inclusion Team Leader. As a guidance, in order to successfully meet the objectives of the assignment, several phases are envisaged.

#### Orientation phase:

The phase will use desk review and interviews with key interlocutors to get acquainted with the current developments in the social protection sector, including: policy/legal environment, ongoing national reform processes, ongoing development interventions implemented by key partners, available data at household/individual level (official statistics, administrative data) on income, poverty, living conditions, etc., available fiscal space, overall social insurance system, tax policies, available data on COVID-19 impact on poverty, etc.

#### Tasks specific to this consultancy:

- Identify, review and analyze available data quality and adequacy, identify data required (available and missing) for running different policy simulation models potentially fitting to the case of Montenegro

#### Inception phase:

In this phase, it is expected to scan existing simulation models which have proven effective in the area of social policy/social assistance. Essential part of this exploratory stage is the understanding of data inputs required to run simulations and assess different models' applicability to Montenegrin context, understanding the requirements in terms of feasibility of mainstreaming such tools in the public administration system in Montenegro. Similarly, this phase is geared toward understanding policy areas/fields where users may apply changes to policy regulations and agreeing which variables will be changeable, in order to simulate policy effects. If certain data (e.g. at household level) are not available, it will be necessary to identify methods to collect data or suggest alternative scenarios to close the data gap.

#### Tasks specific to this consultancy:

- Provide technical expertise in the process of defining the scope of potential policy scenarios within available fiscal space and budget allocations and defining the model (in cooperation with the UNDP CTA)
- Identify data gaps inputs to different available models and provide recommendations on the most effective methods to collect/generate missing data
- Identify, assess and propose feasible simulation models and inform if and how they should be adjusted to the

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Montenegrin context (to be performed once the scope of potential policy scenarios and changeable policy variables is agreed with the government) (in cooperation with the UNDP CTA)

- Provide technical expertise in the process of selection of a simulation model (in cooperation with the UNDP CTA)

Implementation phase:

The purpose of this phase is to run simulations of the effects of policy reforms on the risk of poverty, using the selected simulation model, desirably with specific attention to tax and benefits and fiscal space. Therefore, this phase may entail tailoring the model to the Montenegrin context, making sure that policy effects can be analyzed for different population groups (such as by age, gender, income source and household type) and producing additional analyses/policy briefs.

Tasks specific to this consultancy:

- Setting up/tailoring the simulation model to the Montenegrin context and data availability
- If case necessary, generating remaining missing data to run policy simulations, including COVID-19 impact data
- Simulating & estimating the cost and impact of material benefits and different social assistance strategies on poverty, recording and analyzing outputs:

Modelling different (re)distribution scenarios with different material benefit levels and coverage (as determined by means-testing criteria and beneficiary categories), within limits of available fiscal space, in terms of their mitigating impact on poverty rates and specific impact on different vulnerable groups. The models should estimate cost and impact of different interventions, including at least (i) family material support, (ii) child allowance, and (iii) personal disability benefit and care and support allowance. The goal is to identify those material benefits whose change in levels and coverage can have the highest potential impact on poverty reduction.

- Exploring other policy options for achieving social policy goals, including adjustments in the design of tax revenue collection from taxpayers, with the focus on individuals/households at risk of poverty, at-risk-of-poverty groups

E.g. specific tax and/or social security contributions designed to address equity issues (such as specific exemptions and deductions, for example on compulsory work-related contributions that would in turn facilitate employment), notably for national at-risk-of poverty groups for which available data demonstrate that are concentrated around poverty lines, but which might not be covered by social welfare system and means-tested benefits. Primarily, groups such as working parents, families with three or more children etc. should be considered. Belonging to the categories in question should be easy to demonstrate to facilitate implementation.

- Formulating at least three policy scenarios based on outcome of simulations, that will propose redistribution scenarios of the existing envelope to better target and expand coverage of at-risk of poverty population, primarily children and families with children.
- Preparation and presentation of policy briefs regarding social assistance (cash transfers) in support of alternative policy scenarios to the Government and other partners.

Follow up phase:

The purpose of this phase is ensuring sustainability of models in social protection and their potential replicability in other sectors by performing capacity development for civil servants and providing input to specifications for upgrades of the Social Welfare Information System.

Tasks specific to this consultancy:

- Develop training and other capacity building measures in order to develop capacities of the MLSW and other key national stakeholders to run the policy simulation independently, to ensure sustainability
- Implement trainings to transfer knowledge about simulating policy scenarios, and related tools, to national stakeholders (MLSW)
- Provide inputs necessary to define specifications for SWIS adjustments (if applicable)



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In the case that COVID-19 travel restrictions are in place and render not possible to perform field-based tasks, UNICEF and the consultancy provider shall jointly agree how to perform tasks in question (e.g. via online channels).

#### 4. KEY DELIVAREBLES AND TIMEFRAME

The timeframe of the contract is from 01 October 2020 until 30 November 2020.

Consultancy work is expected to start in October 2020. A proposed timeline is presented below. It is expected that the team will report any adverse events that may cause the timeline to slip, or any delays during project implementation to UNICEF's Social Policy Officer.

Consultants may propose suitable inputs and level of effort to deliver the outputs. Applicants to this consultancy are asked to submit their daily rate for the work to be undertaken, based on the estimate of the number of days (level of effort) required to complete the work by the deadlines proposed below.

Key deliverable:

Inception report with identified preconditions, gaps and recommendations on deploying the adequate policy simulation tools for Montenegro context, including proposal of implementation plan and methodology

Timeframe: By 30 October 2020

Key deliverable:

Finalized policy modelling outline and methodology

Timeframe: By 30 November 2020

Key deliverable:

At least three policy scenarios developed and presented to the Government of Montenegro for consideration

Timeframe: By 30 April 2021

Key deliverable:

Policy Briefs supporting policy scenarios formulated and presented

Timeframe: By 15 May 2021

Key deliverable:

Capacity building plan and trainings developed and implemented along with recommendations for the organizational restructuring to carry on the implementation of the policy scenarios

Timeframe: By 30th July 2021

Key deliverable:

Submission of the final report

Timeframe: By 1 November 2021 latest

Key deliverable:

Throughout the implementation period: reporting to the UNICEF Social Policy Officer

Timeframe: Once a month

A detailed workplan with the time frame will be developed by the consultants.

#### 5. TEAM COMPOSITION, QUALIFICATIONS AND REQUIREMENTS

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This simulation will be contracted by UNICEF as one institutional contract, with the simulation team comprising at least two experts. The team will include an international Team Leader (preferably with solid experience in statistics or economy) and one Social Policy & PFM (Public Finance Management) expert, including the following experience and skills:

Requirements for the Team Leader (Statistician/Economist):

Education:

- Advanced university degree in Economics, Statistics, Development Policy, or a related relevant field (including quantitative component) is required. PhD degree would be considered as an asset.

Experience:

- At least 8 years of experience in quantitative analysis and developing policy simulations;
- Experience with statistical analysis of (child and family) poverty, vulnerability and/or deprivations using statistical/multivariate methods;
- Extensive experience using labor, income/expenditure and household force survey data, such as EU-SILC and MISC datasets; experience working alongside national statistical agencies will be considered a particular advantage;
- Advanced experience and command of relevant software, such as SPSS and/or STATA;
- Previous experience in project cycle management, financial and administrative management will be considered an advantage;
- Experience in working with UN/UNICEF or other international organizations will be considered an advantage;
- Experience in working with vulnerable groups is considered an asset;

Language:

- Proficient command of English is required. Knowledge of the local language will be considered an advantage.

Other:

- Good written and verbal communication skills.
- Excellent Microsoft Office skills.
- Experience and ability to work in intercultural environments.
- Ability to simultaneously work on multiple projects / tasks.
- Time management skills and the ability to prioritize work.
- A creative mind with an ability to suggest improvements.
- Attention to detail and problem-solving skills.

Requirements for the Social Policy & PFM expert

- An advanced university degree in Social Policy, Development Policy, Finance, Public Administration, or a related relevant field is required;
- At least 7 years of experience working in the field of social protection and social policy;
- At least 5 of relevant experience in costing policies in the context of available budget allocations and fiscal space;
- Experience with cash transfers and related taxation will be considered a particular advantage.
- Experience working on social and/or child protection in southern or eastern Europe would be considered an advantage; experience with Montenegro's social protection system would be considered a distinct advantage;
- Demonstrable experience in writing research reports or policy and budget briefs.
- Experience in working with UN/UNICEF or other international organizations will be considered an advantage;
- Experience in working with vulnerable groups is considered as an asset;

Language:

- Proficient command of English is required. Knowledge of the local language would be an advantage.

Other:

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- Good written and verbal communication skills.
- Excellent Microsoft Office skills.
- Experience and ability to work in intercultural environments.
- Ability to simultaneously work on multiple projects / tasks.
- Time management skills and the ability to prioritize work.
- A creative mind with an ability to suggest improvements.
- Attention to detail and problem-solving skills.

At least one of the team members should have experience developing and implementing trainings.

## 6. CONTENT OF PROPOSAL

The potential contractors are expected to submit a proposal (Technical and Financial) based on these Terms of Reference.

The proposal should consist of:

### - Technical Proposal including:

a) Portfolio of the organisation/institution/agency with examples of previous work on similar projects and clients in the last 5 years, which should include:

- Title/Designation of each team member on the project and their CVs
- Experience in working on similar project and assignment # List all similar projects they worked on and their roles on those projects
- Project implementation and work plan showing the detailed sequence and timeline for each activity and days necessary for each proposed team member
- Quality assurance mechanism and risk mitigation measures put in place

b) Detailed description of the methodology and technical approach;

c) Tentative work plan with number of days, timeframe and deadlines for deliverables

d) Evidence about the two to three similar assignments containing the following information:

- Name of Client
- Title of the Project
- Year and duration of the project
- Scope of the Projects/Requirements
- Proposed Solutions and Outcome # include visuals, web-links, etc.
- Team members on each of the project and their specific roles
- Project timelines (start and end date year, and any other information necessary)
- Reference /Contact person details

e) Supplier Profile Form

### - Financial Proposal (Budget) including:

- Daily fee rates for each team member per deliverable, as well as total cost per professional based on number of working days included in the technical proposal
- Estimated travel costs (all travel must be pre-approved by UNICEF and will be based on most direct and economy class ticket irrespective of the duration of the flight.). Daily subsistence allowance (DSA) will, where applicable, be paid up to a maximum of the official UN rate.
- Other costs if applicable.

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· Proposed payment schedule.

The financial proposal shall indicate budget estimated in USD.

## 7. PROPOSAL EVALUATION

Each proposal will be evaluated against a weight allocation of 70 for the technical proposal and 30 for the commercial (financial) proposal. The total maximum obtainable points is 100.

The proposal will be evaluated as follows:

Technical Proposal Evaluation Form - Maximum points: 70

1. Professional profile Points Obtainable 20

In brief: Evidence of experience with similar projects and clients

1.1 Evidence of experience in similar projects .....8

e.g. policy modeling/simulations

e.g. poverty and social protection systems analysis

1.2 Evidence of familiarity with static or dynamic simulation models for policy analysis.....7

1.3 Evidence of familiarity with costing policies.....5

2. Proposed methodology and approach Points Obtainable 25

In Brief: Approach, methodology and workplan of simulations and policies# proposal

2.1 Overall understanding of the ToR and the needs and objectives of the assignment....10

2.2 Detailed methodology to conduct modeling of social protection system in Montenegro....10

2.3 Detailed workplan, key milestones and delivery plan for review by UNICEF....5

3. Relevance of personnel profiles and suitability for the assignment Points Obtainable 25

In brief: Evidence of knowledge, skills and expertise

3.1 Academic background and required professional experience for the position of Team Leader (Statistician/Economist) (as per the ToR) ..... 15

3.2 Academic background and required professional experience for the position of Social Policy & PFM Expert (as per the ToR).....10

Total 70 points

B) Financial proposal (Budget) # Maximum points: 30

- Technical proposal evaluation. Proposals passing the minimum technical pass score (49 points - 70% of the maximum points obtainable for technical proposal) will continue into the Financial proposal evaluation.

- Financial proposal evaluation. The lowest price proposal will be awarded the full score assigned to the commercial proposal.

- Recommendation. The recommendation for award of contract will be based on best combination of technical and financial score.

Final award and contracts. Based on verified nominations and final scores, contract negotiations could be initiated with one or more successful Proposers.

The UNICEF evaluation team will select the Proposal which is of high quality, clear and meets the stated requirements and offers the best combination of technical and financial score.

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10. REMARKS:

- UNICEF Montenegro Office holds copyrights for all reports. The documents (including raw materials, etc.) may not be reproduced, distributed or published without the written permission from UNICEF.
- All personal data should be accessible to team members, but no one else. The consultants need to set up secure systems (a) to ensure that other staff within their institutions cannot access their data via the shared staff drives, and (b) to ensure secure data transfer between institutions. Cloud based storage with limited sharing rights could be considered in this instance. Different personal data files need to be link-able, they need to be held separately so that they can only be linked purposely, by researchers who are authorised to do so. There is also a need to ensure that data cannot be removed from secure systems in ways that might compromise data security.
- UNICEF Montenegro Office will share with the selected consultants all the relevant materials it has and provide required expertise.
- UNICEF Montenegro Office and the Regional Office expert will review and provide feedback on reports prepared by consultants.
- All information from produced reports cannot be shared with the media without the written approval of UNICEF Montenegro Office.

Social Protection Consultancy

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## SPECIAL NOTES

05 August 2020

REQUEST FOR PROPOSAL

LRPS-2020-9160391

UNITED NATIONS CHILDREN'S FUND

Wishes to invite interested companies to submit proposals for providing "International institutional consultancy to provide technical expertise to perform social protection policy simulations"

Terms of Reference for this assignment are incorporated in LRPS-2020-9160391 and make integral part of it.

Potential contractors should submit bidding documentation consisting of technical (A) and financial proposal (B) to the following e-mail address: [podgorica@unicef.org](mailto:podgorica@unicef.org)

A) Technical proposal - Maximum points: 70

(one separate e-mail; attachment password protected; The reference "LRPS-2020-9160391 International institutional consultancy to provide technical expertise to perform social protection policy simulations" - technical proposal):

a) Portfolio of the organisation/institution/agency with examples of previous work on similar projects and clients in the last 5 years, which should include:

- Title/Designation of each team member on the project and their CVs
- Experience in working on similar project and assignment # List all similar projects they worked on and their roles on those projects
- Project implementation and work plan showing the detailed sequence and timeline for each activity and days necessary for each proposed team member
- Quality assurance mechanism and risk mitigation measures put in place

b) Detailed description of the methodology and technical approach;

c) Tentative work plan with number of days, timeframe and deadlines for deliverables

d) Evidence about the two to three similar assignments containing the following information:

- Name of Client
- Title of the Project
- Year and duration of the project
- Scope of the Projects/Requirements
- Proposed Solutions and Outcome # include visuals, web-links, etc.
- Team members on each of the project and their specific roles
- Project timelines (start and end date year, and any other information necessary)
- Reference /Contact person details

e) Completed Supplier Profile Form # which can be found here [https://www.unicef.org/montenegro/SUPPLIER\\_PROFILE\\_FORM\(4\).doc](https://www.unicef.org/montenegro/SUPPLIER_PROFILE_FORM(4).doc) along with the documents required in the form.

B) Financial proposal - Maximum points: 30

(one separate e-mail; attachment password protected; The reference "LRPS-2020-9160391-International institutional consultancy to provide technical expertise to perform social protection policy simulations" - financial proposal):

- Daily fee rates for each team member per deliverable, as well as total cost per professional based on number of working days included in the technical proposal
- Estimated travel costs (all travel must be pre-approved by UNICEF and will be based on most direct and economy class ticket irrespective of the duration of the flight.). Daily subsistence allowance (DSA) will, where applicable, be paid up to a maximum of the official UN rate.
- Other costs if applicable.
- Proposed payment schedule.
- LRPS-2020-9160391 (filled out and signed).

The financial proposal shall indicate budget estimated in USD.

-IMPORTANT-ESSENTIAL INFORMATION-

Proposal form LRPS-2020-9160391 must be used when replying to this invitation. The reference "LRPS-2020-9160391-International institutional consultancy to provide technical expertise to perform social protection policy simulations" must be indicated in the subject of the e-mails as indicated above.

Passwords for the protected attachments should be sent is separate e-mail to the following e-mail address: [mjankovic@unicef.org](mailto:mjankovic@unicef.org)

Proposals should be submitted in English language. Prices must be given in USD and without tax as UN Agencies are tax exempt for the purchasing of goods and services.

Proposals must be received by 12.00 hrs on August 26, 2020. Proposals received after the stipulated date and time will be invalidated.

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

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

In accordance with UNICEF Rules and Regulations the award and the reasons for making the award are UNICEF's internal decision and information about other bidders or their bids must not be divulged.

The invitation for submission of proposals does not obligate signing of the contract with bidders, nor does it assume the obligation to pay the costs of preparing the bids. UNICEF accepts no responsibility for undelivered proposals and will not accept proposals after the closing date and time.

THE PROPOSAL WILL BE EVALUATED AGAINST THE FOLLOWING CRITERIA:

Each proposal will be evaluated against a weight allocation of 70 for the technical proposal and

30 for the commercial (financial) proposal. The total maximum obtainable points is 100.

A) Technical evaluation - Maximum points: 70

- Professional profile - 20
- Proposed Methodology and Approach # 25
- Relevance of personnel profiles and suitability for the assignment - 25

B) Financial proposal (Budget) # Maximum points: 30

-Technical proposal evaluation. Proposals passing the minimum technical pass score (49 points-70% of the maximum points obtainable for technical proposal) will continue into the Financial proposal evaluation.

-Financial proposal evaluation. The lowest price proposal will be awarded the full score assigned to the commercial proposal. -Recommendation. The recommendation for award of contract will be based on best combination of technical and financial score.

-Final award and contracts. Based on verified nominations and final scores, contract negotiations could be initiated with one or more successful Proposers.

-The UNICEF evaluation team will select the Proposal, which is of high quality, clear and meets the stated requirements and offers the best combination of technical and financial score.



## 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 includes information, the confidential or proprietary nature of which, is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

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

"Contractor" means the contractor named in the Contract.

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

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

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

"Fee" is defined in Article 3.1.

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

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

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

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

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

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

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under

the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html), as may be updated from time to time.

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

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

##### Provision of Services and Deliverables

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

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

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

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

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

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

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

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under

## ANNEX A

### GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

#### Contractor's Personnel and Sub-Contractors

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

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

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

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

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

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

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

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

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

2.12 The Contractor confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Contractor will further cooperate with UNICEF's implementation of this policy.

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

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

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

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

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

3.3 The Contractor authorizes UNICEF to deduct from the Contractor's invoices any amount

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### GENERAL TERMS AND CONDITIONS

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

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

3.5 UNICEF will pay the uncontested amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

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

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

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

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

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

##### Representations and Warranties

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain

throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

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

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

##### Indemnification

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

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

##### Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

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

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

## ANNEX A

### GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

#### Liability

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

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

##### Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials ("Contract Materials") that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Contractor that pre-existed the performance by the Contractor of its obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a perpetual, non-exclusive, royalty-free license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF's request, the Contractor will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

#### Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the

Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract; or

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Contractor receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made, the Contractor (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Contractor's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

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

#### Data Protection and Security

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

5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfil its obligations under this Article 5.7; provided that any such policies and description provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.

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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) as relevant, restore UNICEF's and, as directed by UNICEF, End Users' access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF's reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

#### Service Providers and Sub-Contractors

5.10 The Contractor will impose the same requirements relating to data protection and non-disclosure of Confidential Information, as are imposed upon the Contractor itself by this Article 5 of the Contract, on its service providers, subcontractors and other third parties and will remain responsible for compliance with such requirements by its service providers, subcontractors and other third parties.

#### End of Contract

5.11 Upon the expiry or earlier termination of the Contract, the Contractor will:

- (a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor or its sub-contractors and confirm such destruction to UNICEF in writing; and
- (b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

#### 6. Termination; Force Majeure

##### Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

##### Additional Termination Rights of UNICEF

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

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

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to

the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) day's written notice to the Contractor without having to provide any justification.

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

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

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

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

##### Force Majeure

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

#### 7. Ethical Standards

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

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

(b) The Contractor represents and warrants that the following requirements with regard to former

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UNICEF officials have been complied with and will be complied with:

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

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

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

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

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

7.5 The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - [www.ungm.org](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 UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

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

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

directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Contractor takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Contractor and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Contractor, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Contractor.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.

#### 8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Contractor's compliance with the provisions of Article 7 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Contractor's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

#### 9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### 10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail) or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.



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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.