

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2022-9175825

20 June 2022

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

International Institutional Consultancy for support on the development on Social and Child Protection Strategy and Law

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By: **Ana Popivoda**

Digitally signed by
Ana Popivoda
Date: 2022.06.20
08:42:54 +02'00'

Date: _____

Ana Popivoda

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

Email : apopivoda@unicef.org

Approved By: **Kosa Buskovic**

Digitally signed by
Kosa Buskovic
Date: 2022.06.20
08:45:47 +02'00'

Date: _____

Kosa Buskovic

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-2022-9175825** 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 _____

Item	Service Description	Quantity	Unit	Unit Price	Price
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10 Consultancy fee 90% & Travel exp

TERMS OF REFERENCE (TOR) FOR INSTITUTIONAL CONTRACTORS

International Institutional Consultancy for support on the development on Social and Child Protection Strategy and Law

1. Background and Context

Montenegro is in the process of accession to the EU and leaving no one behind has been one of the cornerstones of its development agenda, among other, through SDGs nationalization. Montenegro, therefore, has undertaken relevant measures to implement institutional, legislative, and administrative reforms in order to align its policies with those EU accession process and international human rights standards, including the UN Convention on the Rights of the Child and the EU Charter of Fundamental Rights.

Montenegro has a strong social and child protection system, comprising non-contributory social assistance, contributory social insurance, social and child protection services. The Law on Social and Child Protection (2013) is the main legal framework for social and child protection services and social assistance in the country. The Ministry of Labour and Social Welfare (MLSW) is the main institution in charge. However, some forms of social assistance are the responsibility of the Ministry of Agriculture, Forestry and Water Management (cash benefits for the elderly and payments in lieu of contributions to the pension system) and Ministry of Education (free textbooks, free meals for children attending pre-school education which come from families who receive social assistance).

Moreover, 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.

The current social challenges in Montenegro are poverty, social exclusion, adversity, unemployment (especially among young people and women), internal migration, social polarization, and socio-demographic trends such as aging population. In order to better respond to the social challenges, Montenegro has been carrying out comprehensive reform of the social and child protection system over the last 10 years. The initial incentive for the reform was the expert support of UN agencies (UNICEF and UNDP) and the significant financial support of the European Union (IPA 2010 and 2014), which resulted in the harmonization of the legal and strategic frameworks with international documents and standards, establishment of the Institute for Social and Child Protection (in charge, inter alia, for quality assurance), establishment of an Integrated Social Welfare Information System), establishment of the Division for Development of Social Services; strengthening of intersectoral cooperation and professional capacities of relevant sectors for the prevention of family breakdown; and expanded family and community based services, implementation of a comprehensive reform of the Centres for Social Work, as well as intensification of the deinstitutionalization and decentralization processes, which resulted in a significant reduction in the number of beneficiaries of residential care and the expansion of the number of services provided at the family and community levels. One of the most significant results of the reform is the reform of the CSWs, aimed at introducing case management methodology into the work of the CSWs, changing the organization of the work of the centres and the introduction of supervision. Centres for Social Work are the key institutions in the area of social and child protection in Montenegro, with the public authority to provide social and child protection assistance to their beneficiaries: children (families), adults and elderly people. There are 13 functioning Centres for Social Work with 12 branch units, covering 24 municipalities throughout the whole territory of Montenegro. 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.

UNICEF Country Office in Montenegro supports the Government of Montenegro in social and child protection reform for progressive realization of the rights of children in Montenegro, with a special focus on children affected by poverty, adversity, and exclusion.

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Following the expiry of the implementation period of the Strategy for the Development of Social and Child Protection (2018-2022), the Ministry of Labour and Social Welfare of Montenegro has requested UNICEF technical assistance to support the development of the new strategy for the development of the social and child protection system, including necessary inputs for development of the new Law on Social and Child Protection. Complementary technical assistance will be provided by the UNDP. The two UN agencies will be working in lockstep to comprehensively support the Ministry of Labour and Social Welfare in both processes of a) development of the new Strategy on Social and Child Protection and b) development of the new Law on Social and Child Protection. It is assumed that more work remains to be done to consolidate the results already achieved and ensure quality reform and development of the social and child protection system, as well as further strengthen the institutional capacities to ensure accountability, better quality of the system, improved coordination, improved financing, accelerated implementation of laws and policies, expansion of services, etc. to effectively support vulnerable children and families.

The new policy and legal framework, should be informed by previous in-depth analyses of the current system and available evidence (notably the CODI system assessment and the Analysis of Centres for Social Work), as well as relevant Montenegro policy and legal reform documents.

The Ministry of Labour and Social Welfare will form a working group for the development of the new strategic and legal framework. The consultancy is expected to provide technical support in the process of development and drafting of the strategic and legal framework to the MFSS's working group, based on assessments of current system and its strengths and weaknesses and earlier proposed reform directions, inputs from the working group on the desired direction of reforms and scope of social and child protection, including relationship with other policy areas of relevance (i.e. education, employment, etc.), and accounting for the current bottlenecks, how to address these, and a realistic development scenario for a five year period.

Relevant research, evidence and data available (other resources might be available):

- Roadmap for Social and Child Protection Reform (CODI analysis), UNICEF and the Ministry of Labour and Social Welfare
- Social Protection System Assessment Consolidated Report& Analytical Parts (CODI analysis), UNICEF and the Ministry of Labour and Social Welfare
- Analysis of the Work of Centres for Social Work in Montenegro (2018), UNICEF
- Fostering System Review, 2020, MFSS, UNICEF
- Analysis of the cross-sector system support for children with disabilities in Montenegro, 2020, Council on Child Rights and UNICEF
- Evaluation of the Strategy for Development of the Social and Child Protection System 2018-2022, MFSS
- Social Welfare Information System (SWIS), the national social and child protection management information system comprising wealth of information, MLSWMLSW
- Research on multiple benefits received (based on SWIS Management Information System information), UNDP
- Directions of Changes in the Near Future in Social and Child Protection Programs in Montenegro, IPA project Strengthening Capacities of the Social and Child Protection System in Montenegro, Gordana Matkovi# Government of Montenegro/MLSWMLSW
- Research on need for development and standardization of new social and child protection services in Montenegro, IPA Project Strengthening Capacities of the Social and Child Protection System in Montenegro, Institute for Social and Child Protection
- Simulations of Social Protection reform policies based on SILC survey1 Simulated potential expansion and effect of family material allowance (means-tested), child allowance, and income tax reform UNICEF (and UNDP)
- Public Budget Documents # Annual Budget Law, Law on Budget and Fiscal Responsibility, Macroeconomic and Fiscal Policy Guidelines 2020-2023, Rulebook on unified classification of budget accounts, the Government of Montenegro
- Economic Reform Programme 2022-24 (Reform measure no 7 explicitly linked to social and child protection reform and public finance management), the Government of Montenegro
- EU Progress Report for 2021 (recommendations pertaining to social and child protection system reform), European Commission
- Survey on Income and Living Conditions (SILC), Household Budget Survey, Labour Force Survey etc., MONSTAT
- Roadmap for the transformation from institutional to community-based care based on a minimum package of

Item	Service Description	Quantity	Unit	Unit Price	Price
	family and community-based services including costing analysis, 2019, Centre for Social Policy, commissioned by UNICEF and MLSW				
	- 2018 Montenegro and 2018 Montenegro, Roma Settlements Multiple Indicator Cluster Survey (MICS), MONSTAT and UNICEF				
	- Multidimensional Child Poverty in Montenegro, UNICEF				
	- Framework methodology with cost elements for calculating costs of social and child protection services in Montenegro, project Strengthening Capacities of the Social and Child Protection System in Montenegro, Government of Montenegro/MLSW				
	- Methodology for policy planning, development and monitoring of strategic documents, Government of Montenegro				

2. Objectives, Purpose & Expected Results

The purpose of this consultancy is to support the Ministry of Labour and Social Welfare to advance the rights of the most vulnerable children and families in Montenegro by supporting the process and providing recommendations/directions for the development of the new five-year strategy on social and child protection and the new Law on Social and Child Protection, based on national consultative process and in line with the relevant international standards.

The primary objective of the assignment is to provide high quality technical assistance to the Ministry of Labour and Social Welfare of Montenegro in the process of preparation and drafting of the new five-year strategy on social and child protection and budgeted action plan with clear monitoring and evaluation framework and recommendations for the development of the new Law on Social and Child Protection.

The secondary objective of the assignment is to support national discussion and agreement around main social and child protection concepts and alignment with international and regional standards, in line with global developments, and in the areas of poverty reduction, prevention and social inclusion, protection from adversity, violence and exploitation, deinstitutionalisation, etc.

3. Description of the Assignment

Reforming the social and child protection system will require understanding of the existing system including its main strengths and weaknesses and agreement of all stakeholders on the necessary alignment with international and regional standards and global developments, scope and role of the system. The new legal framework and strategy should outline directions of development pertaining to specific systemic issues relevant to national policy implementation including: relationship vis-à-vis other relevant policy areas (cross-sectoral cooperation, financing and implementation) and the division of programmatic and financial responsibilities between local and central level implementing bodies.

Currently, a wealth of evidence exists that will support the reform process. The consultancy should compile and analyze relevant evidence to feed into the law and strategy development process. To cover potential knowledge gaps and validate existing findings, additional interviews with main counterparts of the system are envisaged (MLSW, CSWs, Institute for Social and Child Protection, other sectors, CSOs, ICRI, beneficiaries) to understand main achievements and lack of thereof in the former 5-year strategic period, and the reasons with informed previous developments. This will serve as basis to technically support the national working group for strategy development.

The technical support to support the working group meetings - shape and draft the strategy main elements, present and discuss its parts, as well as reflect recommendations of the working group will be provided in line with the national timeline for the strategy and law development throughout 2022, and the national methodology for the development of strategic framework.

The activities of the consultancy will be conducted in close cooperation with the working group established by the MLSW, UNICEF Social Policy and Child Protection team, and the UNDP team. The consultancy company is expected to:

Item	Service Description	Quantity	Unit	Unit Price	Price
	- Review, within the preparatory phase, the existing strategic and legal framework and relevant evidence to support the strategy and law development and future of reform processes. - Review the existing bulk of evidence generated (listed above) and the evaluation of the strategy for social and child protection with focus on elements achieved, partially achieved or not achieved and the reasons behind, pending issues to be resolved in future reform. - Analyse how main analytical evidence and reform/directions of development recommendations, - Notably pertaining to the Roadmap for Social and Protection Reform, Analysis of the Work of Centres for Social work in Montenegro, Roadmap for the transformation from institutional to community-based care based on a minimum package of family and community-based services, including costing analysis, Direction of Changes in the Near Future in Social and Child Protection Programs in Montenegro can be realistically integrated in the new strategic and legal framework; - Prepare analysis of main strategic issues identified and how to be addressed in the new strategic and legal framework based on aforementioned processes, as a input to the working group for strategy development - Communicate and work directly with respective officials in the MLSW and the working group for the strategy development - To support the work of the working group and participate in public discussions for the preparation of strategic and legislative documents through provision of relevant feedback, providing and addressing comments and recommendations during the strategy drafting process - To co-draft the comprehensive national strategy and action plan for the social and child protection system reform (with the working group and UNDP consultants), provide inputs and recommendations to the Law on Social and Child Protection and take part in the presentation of the draft strategy and law - Provide direct support to MFSS's working group in the process of drafting the Law on Social and Child Protection Draft costed framework action plan for 2023 in line with main strategic directions. - To provide other related assistance if required.				

Cognizant that the law and strategy development and agreement on the final text is a government -owned and -led process, the consultancy should pay due attention to the following identified issues of relevance (both systematic and programmatic), providing guidance and recommendations to strengthen the social and child protection system and the effectiveness of national social policy more generally by:

Issue

1. aligning the policy and legal framework with international and regional instruments ratified by Montenegro and address recommendations to fulfil obligations pertaining to human rights realization

Theme

International and human rights obligations

Issue

2. reforming centres for social work to allow more time for case management, increasing number and capacities of social service workforce and further capacity strengthening of social service workforce to support coordination, quality support and assistance and immediate interventions 2 Related to work processes, and to review whether labour related benefits should be CSW responsibility (salary compensation reimbursements and maternity leave payments).

Theme

Reforming Centres for Social Work in line with Analysis of the Work of Centres for Social Work in Montenegro

Issue

Item	Service Description	Quantity	Unit	Unit Price	Price
3.	reforming cash benefits including by improving benefits means-testing to improve targeting for expanded coverage and poverty reduction, including suggestions for added support to families with lower prospects for employment, simplifying operational processes and moving away from gatekeeping approach to material benefits, all while allowing for more time for social work				
4.	review the right to disability-related benefits				
5.	review and strengthen employment-related benefits				
6.	establish procedures for alignment of benefits with inflation and minimum wage, while accounting that social protection does not demotivate employment activation				
7.	linking cash and services support to prevent family separation, preserve the family, prevent various child protection risks, support minority integration, for better outcomes for vulnerable population, and strengthening of the activation agenda				
8.	anticipating development of new services and scaling up of services (including their financing); with focus on integrated services, including social-health services, development of minimum package of services to be provided at local level, in particular for vulnerable groups, and ensuring quality assurance of services				
9.	providing recommendations and anticipating for expansion of child and family support services (both in law and strategy) with particular focus on supporting biological and foster families, introduction of specialized, emergency foster care and professionalization of fostering services				
10.	reviewing and strengthening integrated cash and services# support to single-parents households in law and strategy, especially in the context of prevention of child abandonment and family separation				

Theme

Reforming cash benefits and services

Issue

11. clarification of responsibilities between the local and central level (including in services# provision and financing), guaranteeing adequate support to at-risk groups in line with their needs and through establishment of a minimum package of services to be delivered at local level
12. establish cross-sectoral cooperation and financing arrangements (notably of cross-sectoral support and services), including to regulate beneficiary cost participation
13. financing framework for law and strategy implementation, including to recognize capital investments and donor funding (primarily IPA)
14. advancing coordination of all implementing actors in social and child protection, at policy planning and implementation level
15. advancing accountability, monitoring and evaluation function of the system
16. advancing quality assurance of the provision of social and child protection interventions and services, review and improve system of licencing of service providers
17. advancing supervision and inspection functions in the system
18. advancing MLSW and Institute for Social and Child Protection cooperation and evidence-based work-planning to align with planned reform processes³ The Ministry can consider developing provisional list of research by the Institute for a 5-year period as an annex to the Strategy.
19. process plan to better align legal and strategy#s action planning preparation and national PFM (budget preparation and adoption) and IPA processes
20. including provisions and mechanisms to introduce safeguarding procedures for public and non-public service providers and all personnel working with children to prohibit persons convicted of criminal acts from working with children and beneficiaries

Theme

Systems# functioning

Item	Service Description	Quantity	Unit	Unit Price	Price
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Issue

21. strengthening risk-informed shock responsive function of the system
22. elaborate potential to develop child guarantee in the future strategic framework (in line with the Montenegro IPA III strategic response document)

Theme

EU Integration

Issue

23. accounting for rights based and equity programming ensuring inclusion of those left behind in developmental and humanitarian processes
24. accounting for gender disparities and how to improve gender-responsive and gender-transformational function of the system
25. improving disability-inclusiveness of the system and programming
26. improving Roma integration
27. strengthened support to single-parent families
28. accounting for regional development disparities to ensure equal access for population at the whole territory of Montenegro

Theme

Equity

Other potential relevant issues, as suggested by the government institutions and through the national dialogue.

While the methodology will be suggested by the consultancy company, it is expected the consultancy work will broadly utilize the following modalities:

- A. Desk review
- B. Data Collection and Analysis
- C. National consultative process and Capacity Building Activities
- D. Drafting of documents

The consultancy company will be responsible for elaborating the methodology in more detail to be employed in their technical proposal. The implementation of the consultancy tasks will follow the methodology and workplan as agreed with UNICEF and in agreement with the MLSW upon the contract start.

4. Deliverables, timelines, and payment schedule

Deliverables

1. Finalized methodology and work plan

Timeline

20 August 2022

2. Overall Framework and Vision of the reformed Social and Child Protection System

20 August 2022

The deliverable should be informed by desk review of the relevant strategic, legislative and analytical documents, interviews with core team, and analytical comparison of earlier strategy and evaluation results with existing reform recommendations

Item	Service Description	Quantity	Unit	Unit Price	Price
	The document will compile main strategic reform direction proposals for the new strategy, serving as an input to the discussions of the Working Group and to inform the national dialogue about the strategic approach thus informing the content of the new strategy Relevant documentation will be provided by the UNICEF and MLSW, home-based Schedule of Payment: Upon submission of deliverable 1 and 2 30%				
3.	Strategy and Action Plan drafting supported	05	December 2022		
	The consultancy will support the Working Group to prepare background documents for the working group meetings, draft parts of the strategy as required by the MLSW and the working group, present to the Working Group and address comments by the Working Group Support drafting of the costed action plan for 2023				
4.	Drafting the Law on Social and Child Protection # Develop key Legislative Inputs	05	December 2022		
	As the strategy text is being agreed with the Working Group, the consultancy will support drafting of legal text by developing key legislative inputs/parts of the new draft Law on Social and Child Protection. The document will entail legal solutions for specific strategic elements as agreed with the MLSW. Schedule of Payment: Upon submission of deliverables 3 and 4 60%				
5.	Presentation of final drafts of Strategy and legislative inputs	20	February 2023		
	(Deliverables 3 and 4) to the Working Group and relevant stakeholders, to enable the final decision on the adoption of the documents As the drafting of the strategic document and legal solutions is finalized, the consultancy will present the final draft text (to the extent developed by UNICEF consultancy) to the Government of Montenegro to facilitate the adoption of the strategic document and its incorporation in legal text. The presentation will be made in person. To this end, the consultants will participate in public discussions for the development of the Strategy and the Law on Social and Child Protection. Schedule of Payment: Upon submission of deliverable 5 10%				

Item	Service Description	Quantity	Unit	Unit Price	Price
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The work will be implemented in coordination with the UNDP consultancy which might also provide background inputs on specific topics, co-draft and present parts of the strategic and legal text as agreed jointly and with the MLSW

Recourse:

UNICEF reserves the right to withhold all or a portion of payment if performance is unsatisfactory, if work/outputs is incomplete, not delivered or for failure to meet deadlines.

5. Travel

Travel to Montenegro is expected to support the working group meetings and any costs related to travel should be separately included in the financial offer.

At least three travel missions to Montenegro are expected, to be confirmed based on needs.

Important:

Travel costs will be calculated based on economy class travel, regardless of the length of travel.

Costs for accommodation, meals and incidentals shall not exceed applicable daily subsistence allowance (DSA) rates, as promulgated by the International Civil Service Commission (ICSC).

6. Management and Organisation

Management: The consultancy company will be supervised by the UNICEF Social Policy Officer, in coordination with the Child Protection Officer. The focal point in the Ministry of Labour and Social Welfare will be consulted on a regular basis for the feedback regarding the consultant's work performance. To this end, UNICEF and the Ministry of Labour and Social Welfare will form a task force/supervising committee to oversee the consultancy work and coordinate on supporting the Working Group.

All deliverables need to be validated by UNICEF and the MLSW.

Organization: International Consultancy, institutional, meeting the below requirements.

Schedule: The assignment will commence on 20 August 2022 to 15 March 2023

7. Qualification Requirements

The Consultant(s) is/are expected to have the following qualifications/specialized knowledge/ experience required to complete the task:

Requirements for International Team Leader (economist, social policy/social protection expert)

- Advanced university degree in social sciences/social policy, public administration, or a related field
- At least 10 years of experience and expertise in the area of social and/or child protection
- At least 7 years of experience in research, analysis and development of policy and strategic documents in the area of social and child protection, including financial planning and M & E
- At least 3 years of experience in strategic and budgeted action planning and cost estimation in social and/or child protection

Item	Service Description	Quantity	Unit	Unit Price	Price
	- Good knowledge of social protection floor framework - Good knowledge of fiscal and macro-economics, and social policy in high and upper middle-income countries context - Knowledge of, or familiarity with Montenegro and/or the Western Balkans is an asset - Excellent analytical and writing skills demonstrated by proven record of concise and clear publications and reports relating to analysis of social policy, strategy and plan development, etc. As a part of the technical evaluation, applicants are requested to provide a recent piece of work. Experience in working with policy makers and multiple government stakeholders for multisectoral approach is an advantage. - Familiarity with the local context in Montenegro is a distinct advantage. - Excellent command of English language, local language is an advantage (both spoken and written) - Strong communication and negotiation skills, participatory planning processes skills. - Knowledge of the Convention on the Rights of the Child, Convention on Elimination of All Forms of Discrimination Against Women, Convention on the Rights of Persons with Disabilities, European Social Charter, Revised European Social Charter, European Convention on Human Rights and Fundamental Rights, etc. and other relevant international and regional standards in the area of social and child protection. - Previous work experience with UNICEF and/or UN system will be considered as an advantage.				

Requirements from International Child Protection Expert

- Advanced university degree in Law, social sciences/social policy, public administration or a related field
- At least 7 years of experience and expertise in the area of social and/or child protection
- At least 5 years of experience in research, analysis and development of policy and strategic documents in child protection sphere.
- Demonstrated expertise on child protection and VAC, disability, De-I, and gender issues in the context of social and child protection programmes.
- Excellent analytical and writing skills demonstrated by proven record of concise and clear publications and reports relating to analysis of social and/or protection sector, social protection policy, strategy and plan development, etc. As a part of the technical evaluation, applicants are requested to provide a recent piece of work. Experience in working with policy makers and multiple government stakeholders for multisectoral approach
- Familiarity with the local context in Montenegro in particular with respect to the childcare system is a distinct advantage.
- Excellent command of English language, local language is an advantage (both spoken and written)
- Knowledge of the Convention on the Rights of the Child, Convention on Elimination of All Forms of Discrimination Against Women, Convention on the Rights of Persons with Disabilities, European Social Charter, Revised European Social Charter, European Convention on Human Rights and Fundamental Rights, etc. and other relevant international and regional standards in the area of social and child protection.
- Previous work experience with UNICEF and/or UN system will be considered as an advantage

Requirements from Legal expert:

- A university degree in Law
- At least 5 years of experience in aligning strategic and legal documents with international and regional human rights instruments
- At least 3 years of experience and expertise in the area of social and/or child protection
- Familiarity with the local context in Montenegro in particular with respect to the social protection and childcare and national legislation
- Strong facilitation, communication, negotiation and coordination skills, participatory planning processes
- Knowledge of English language, excellent command of local language
- Knowledge of the Convention on the Rights of the Child, Convention on Elimination of All Forms of Discrimination Against Women, Convention on the Rights of Persons with Disabilities, European Social Charter,

Item	Service Description	Quantity	Unit	Unit Price	Price
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Revised European Social Charter, European Convention on Human Rights and Fundamental Rights, etc. and other relevant international and regional standards in the area of social and child protection.

· Previous work experience with UNICEF and/or UN system will be considered as an advantage.

8. Application procedure

The potential contractors are expected to submit a proposal based on these Terms of Reference. The proposal should consist of:

i. Technical Proposal including:

- Portfolio of the organisation/institution/agency with examples of previous work on similar projects and clients in the last 5 years, including recent piece of work similar to the one per the ToR
- Title/designation of each team member including their CVs;
- Detailed description of the methodology and technical approach;
- Tentative work plan with the number of days and timeframe in line with the above deadlines for deliverables;
- Supplier Profile Form.
- LRPS Form signed.
- 3 Reference contacts from other clients.

i. Financial Proposal (Budget) including daily fee rate for each team member per deliverable as well as the total cost per professionals based on the number of working days included in the Technical Proposal as well as any other cost as applicable.

The financial proposal shall indicate budget estimated in EUR.

8. Evaluation

1) Technical components (total of 70 points)

ITEM	TECHNICAL EVALUATION CRITERIA	MAX OBTAINABLE POINTS
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1	Overall Response	10 points total
	Overall Response - the understanding of the assignment by the proposer and the alignment of the proposal submitted with the ToR	
1.1	Completeness of response	5 points
1.2	Overall concord between TOR requirements and proposal	5 points
2	Company and Key Personnel	40 points total
	Range and depth of organizational experience with similar projects	
2.1	Demonstrated capacity for research, analysis and development of policy and strategic documents in the area of social and child protection	14 points
2.2	Samples of previous work	5 points

Item	Service Description	Quantity	Unit	Unit Price	Price
2.3	Key personnel: relevant experience and qualifications of the proposed team for the assignment	14	points		
2.4	Company policy on Child labor, Safeguarding and Prevention of Sexual Exploitation and Abuse (articulate policies for the protection & safeguarding of children and prevention of PSEA)	2	points		
2.5	Gender component: At least 1 female in the management structure or ownership of the company	2	points		
2.6	Workplace policies on disabilities	3	points		
3	Proposed Methodology and Approach	20	points total		
3.1	Work plan	10	points		
3.2	Methodology used - compatibility with UNICEF	6	points		
3.3	Project management, monitoring and quality assurance process	4	points		
TOTAL TECHNICAL SCORE		70			

Minimum technical score: 70% of 70 points = 49 points

2) Financial component (total of 30points) 4 Financial offer will be reviewed only if Technical proposal meets minimum required quality standards.

- 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.

	Consultancy fee 30%	1	PU
	Consultancy fee 60% - SC189905	1	PU
	Consultancy fee 60% - SC189908	1	PU
	Travel exp	2.670	PU
20	Consultancy fee 10%		
	Consultancy fee 10%	1	PU

SPECIAL NOTES

June 20, 2022
REQUEST FOR PROPOSAL
LRPS 2022-9175825
UNITED NATIONS CHILDREN'S FUND

Wishes to invite interested companies to provide International Institutional Consultancy for support on the development on Social and Child Protection Strategy and Law.

Terms of Reference for this assignment is incorporated in LRPS 2022-9175825 and make integral part of it.

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

Passwords for the protected bidding documentation should be sent in separate e-mail to the following e-mail address: mjankovic@unicef.org

The potential contractors are expected to submit a proposal based on Terms of Reference. The proposal will be evaluated against the following criteria:

A) Technical proposal - Maximum points: 70

(one separate e-mail; attachment; The reference "LRPS 2022- 9175825-technical proposal):

- i. 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, including recent piece of work similar to the one per the ToR
 - b) Title/designation of each team member including their CVs;
 - c) Detailed description of the methodology and technical approach;
 - d) Tentative work plan with the number of days and timeframe in line with the above deadlines for deliverables;
 - e) Supplier Profile Form which can be found here Annex 1 Supplier Profile Form_1.pdf ([unicef.org](https://www.unicef.org)) <https://www.unicef.org/montenegro/en/tenders>.
 - f) LRPS Form LRPS 2022-9175825 filled out and signed.
 - g) 3 Reference contacts from other clients.

B) Financial proposal - Maximum points: 30

(one separate e-mail; attachment password protected; The reference "LRPS 2022 9175825-financial proposal):

- ii. Financial Proposal (Budget) including:
 - Daily fee rate for each team member per deliverable as well as the total cost per professionals based on the number of working days included in the Technical Proposal as well as any other cost as applicable.
 - The financial proposal shall indicate budget estimated in EUR.

IMPORTANT-ESSENTIAL INFORMATION

Proposal form LRPS 2022-9175825 must be used when replying to this invitation.

The reference "LRPS 2022-9175825 must be indicated in the subject of the e-mails as indicated above.

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

Proposals must be received by 17:00hrs CET on July 10, 2022. Proposals received after the stipulated date and time will be invalidated.

UNICEF is part of the United Nations Global Market place (UNGM). Accordingly, all bidders are encouraged to become a UNICEF vendor by creating vendor profile in the UNGM website: www.ungm.org

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.

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

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, 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 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.

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;

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(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).

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.