

**REQUEST FOR PROPOSAL FOR SERVICES**

**LRPS-2019-9148448**

**23 May 2019**

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

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

International institutional consultancy to conduct an assessment of the social protection system in Montenegro

**RE-ADVERTISEMENT**

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Ana Popivoda

Date: 23.05.2019.

Ana Popivoda

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

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

Approved By:

Kosa Buskovic

Date: 23-05-19

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-2019-9148448** set out in the attached document, hereby offers to execute the services specified in this document.

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

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

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

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

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

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

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## 10 Social protection system assessment

### TERMS OF REFERENCE

International institutional consultancy to conduct an assessment of the social protection system in Montenegro

#### 1. BACKGROUND AND CONTEXT

After gaining sovereignty in 2006, Montenegro is on a steady path of Euro-Atlantic integration. European Union (EU) accession negotiations were opened in June 2012, while in June 2017 Montenegro became a member of NATO. The progress in the accession process is evident, as 30 negotiations chapters (out of 35) were opened and three have been provisionally closed. Gaining independence and advancement in EU integrations required an expansion of government capacities and the establishment of national institutions to assume new roles and functions.

One area where Montenegro has high ambitions, and there remains room to progress, is in terms of ensuring its social protection system achieves the stated aim of "improvement of life quality and strengthening of an individual and the family for independent and productive life" (Government of Montenegro 2013). Poverty in Montenegro, using the relative poverty line set at 60% of the national median equivalized disposable income, stood at 23.6% in 2017; a 1.6 percentage point decline from 2013 (MONSTAT 2018 Statistics on Income and Living Conditions, MONSTAT, 2018, available at <http://monstat.org/userfiles/file/publikacije/STATISTIKA%20DOHOTKA%20I%20USLOVA%20ZIVOTA.pdf>). Poverty is strongly related to status in the labor market, with the highest poverty rates being for people who are unemployed (44.8% in 2017) and those who remain inactive (31%). These figures are in the context of persistently high, though declining, unemployment rates (18% in 2014 and 16% in 2017), with most unemployed people having been unemployed for more than a year (World Bank 2013 Activation and Smart Safety Nets in Montenegro: Constraints in Beneficiary Profile, Benefit Design and Institutional Capacity). Child poverty is also a concern, with 31.7% of children living in income-poor households, 8 percentage points higher than the national relative poverty rate. In addition, the at risk of poverty or social exclusion (AROPE) rate of children stood at 40% in 2017 (MONSTAT 2018).

#### Current situation in the sector:

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

Implementation of social assistance and social services is the responsibility of Centres for Social Welfare (CSW for social assistance and non-residential social services, as specified under the Law on Social and Child Protection), residential institutions (for institutional care for children and adults), the MARD and the municipal governments for their own programmes. Meanwhile, the Employment Agency plays a crucial role in the 'activation' agenda, or in facilitating beneficiaries of certain types of social assistance to gain productive employment.

Statistics on Income and Living Conditions, MONSTAT, 2018, available at

<http://monstat.org/userfiles/file/publikacije/STATISTIKA%20DOHOTKA%20I%20USLOVA%20ZIVOTA.pdf>

Activation and Smart Safety Nets in Montenegro: Constraints in Beneficiary Profile, Benefit Design and Institutional Capacity.

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Despite an extensive social protection system, recent reviews highlight the importance for social protection programmes to be better tailored to meet the needs of different groups including children, people of working age and the elderly. For people of working age, it is important that social protection promotes employment for those excluded from the labour market; with 48% of social assistance beneficiaries having the potential to be working (World Bank 2013) Defined as those individuals of working age (15-64) who are not in full-time education or training, and who are not disabled. As part of this, it is important to address the specific barriers that different groups, including women and Roma, face in accessing employment (EC 2018). Meanwhile, for the elderly there is a need for improved integration of services, including of social protection with social care services, to respond in a better way to their requirements, while supporting them to remain in their homes. There also need to be improved efforts to enhance social inclusion through social protection, including of particularly vulnerable groups such as Roma and people with disabilities (EC 2018).

Meanwhile, despite approximately 2% of GDP being spent on social assistance (World Bank 2013; ASPIRE database), there is little evidence that social assistance is contributing to poverty reduction in the country. The release of several new datasets, including Statistics on Income and Living Conditions (SILC, released in December 2018) and Multiple Indicator Cluster Survey (MICS) (expected in the first half of 2019), as well as data held in the recently implemented Social Welfare Information System (SWIS) # a Monitoring Information System (MIS) currently covering programmes implemented by the CSW and residential institutions - and by the Employment Agency provide opportunities for future evidence-based reforms.

UNICEF CO in Montenegro is supporting the Government of Montenegro to enhance equitable systems for the progressive realization of the rights of children in Montenegro, with special focus on children affected by poverty, adversity and exclusion. In the framework of the Country Programme Document for 2017-2021, UNICEF will provide technical assistance for the full alignment of relevant policies and legislation with international standards, the development of more accessible and adequately financed social services, evidence-based policymaking, and the promotion of changes in social norms and public sector organizational culture and practice to make them more conducive to the protection and realization of child rights. Moreover, reducing child poverty will require concerted, coordinated efforts which is why UNICEF and partners will give due attention to boosting cross-sectoral integrated approaches. The proposed assessment of the social protection system is a key step in that direction and should results in different models for more efficient and cost- effective design and implementation of social protection policy for children (cash transfers and services) developed for consideration by the Government (one of the CPD outputs). Given UNICEF's and partners extensive research agenda, links will be drawn to:

- Analysis of work and organisation of centres for social work,
- A roadmap for the transformation from institutional to community-based care based on a minimum package of family and community-based services including costing analysis
- Survey on Income and Living Conditions 2013-2017 (SILC)
- 2018 Montenegro and 2018 Montenegro, Roma Settlements Multiple Indicator Cluster Survey (MICS)
- Analysis of the results and impact of the implementation of the Strategy on Development of Social and Child Protection System in Montenegro for the period 2013-2017
- Analysis of existing social transfers and assessment of new models: Child Allowance
- Analysis of multidimensional child poverty (upcoming).

Defined as those individuals of working age (15-64) who are not in full-time education or training, and who are not disabled.

## 2. PURPOSE AND OBJECTIVE

At the request of the MLSW, the purpose of this assignment is to support the strengthening of the national system of social assistance and social and child protection services. The aim is:

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- to make the system more efficient through improving coordination and coherence across programmes and services,
- to improve its effectiveness; and
- to promote equitable outcomes through supporting the needs of the poor and excluded, including children.

The National Sustainable Development Strategy 2030, which effectively localised the Agenda 2030 for Sustainable Development, references two specific targets linked to social inclusion and poverty reduction: eradicating extreme poverty of people, SDG 1 (1.1) and reducing by at least half proportion of men, women and children living below the line of absolute poverty, SDG 1 (1.2). Therefore, all efforts linked to continued social protection system reform should contribute to the realization of Sustainable Development Goals.

As part of its support to the MLSW, UNICEF is commissioning an assessment of the social protection system. The primary objective of the assessment is to provide evidence-based options for forthcoming reforms, by the MLSW, of the social and child protection system. The secondary objective is to provide a diagnostic of the current system, examining the extent to which social assistance and social and child protection services are aligned with the needs of the poor and excluded. The assessment will seek to answer the following questions:

- What are the social and economic vulnerabilities faced by households, especially households with children, in Montenegro?
- What is the legal, policy and budgetary framework for social assistance and social and child protection services?
- What forms of social assistance and social services are implemented at national and municipal levels, and what are the target groups, the methods and means of targeting and financing used? The objective here is to identify complementarities and possible duplications.
- To what extent are social assistance and social and child protection services ensuring equitable coverage of poor and excluded groups identified through the first question? This includes assessing potential exclusion from the system as a result of programme design and implementation.
- To what extent are social assistance and social services effectively supporting productive engagement in the economy and empowerment of beneficiaries that are able to work?

Given the complexity of the social protection system in Montenegro, the Ministry of Labour and Social Welfare and other key partners propose that this assessment focuses on forms of social assistance and social and child protection services that are particularly relevant for poor and excluded groups. These are:

- 1) All social assistance programmes (termed 'material benefits') as specified in the Law on Social Protection and Child Protection (with 2017 revisions) and linked forms of social assistance (e.g. free textbooks, free meals, subsidised electricity, meals in pre-school institutions), with the exception of Reimbursement of salary compensation and salary compensation for maternity or parental leave and the maternity leave pay;
- 2) Services covered by the Law on Social and Child Protection (those providing support for life in the family, accommodation including fostering and family placement, and counselling, therapy and mediation services for improving family relations and as included in the SWIS;
- 3) Three forms of social assistance provided by the Ministry of Agriculture and Rural Development-the elderly allowance, one-off cash transfers and the agricultural insurance scheme (payments made in lieu of pension contributions);
- 4) Assistance to Roma children-specifically textbooks for Roma children attending primary school and stipends for Roma children who attend secondary schools and universities;
- 5) Material benefits and non-residential services delivered under the social and child protection system by municipalities (including one-off cash support, packages/ payments for new-born children and free text books). This would also include housing delivered for excluded groups in accordance with the Law on Social Housing and forms of social and child protection implemented in conjunction with the Employment Agency, including linking beneficiaries for activation and public works.
- 6) Benefits under the Law on Disability Related Benefits in Travelling.

The assessment will just cover current laws and programmes and will not be expected to include previous or future planned programmes or legal frameworks.

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In addition to the above, as way of background, the full assessment will provide an overview of the number of beneficiaries and spending on the major national contributory social insurance schemes. The team will do this to the extent that this information is readily available.

The ambition is that this assignment will not only provide a stocktake of the existing system of social assistance and social and child protection services for poor and excluded groups, its gaps and challenges, but also generate new evidence for an actionable roadmap on future system reforms that has the buy-in from the main stakeholders in the sector, including the MLSW. Moreover, the assessment should provide insights regarding: a) improving cost-effectiveness of the system and b) coordination and information exchange between the main actors, including on mechanisms through which evidence informs processes of reform.

A key mechanism through which the findings from this assessment will feedback into the ongoing process of reform of the social protection system is through engaging the Steering Committee that is being established by the MLSW for this assessment, and which will comprise representatives from state and municipal government, development partners and NGOs. It is important that the assessment team engages with the Steering Committee throughout the assessment period, keeping its members up-to-date with preliminary findings and working closely with them to develop and propose and actionable roadmap for reforms.

### 3. SCOPE OF THE ASSIGNMENT

#### 1. Assessment of the overarching social and economic vulnerabilities experienced in Montenegro and their trends

Areas to be covered:

- Macro-economic context, economic growth and employment trends
- Income poverty and material deprivations
- Social # discrimination based on gender, ethnicity, disability
- Manifestations of risks and vulnerability across the entire life cycle, noting differences on the basis of gender and disability status where applicable.

Proposed activities:

- Analysis of World Development Indicators (WDI)
- Analysis of household survey data (MICS and SILC)
- Review of existing literature

#### 2. Review of the social protection policy environment, including:

Areas to be covered:

- Vision and objectives of social protection within the legal, policy and strategy framework. While this should consider the wider social protection environment, there should be a clear focus on social assistance and social services and how they operate and interact with other national policies. Moreover, there should be an assessment of whether moving some of the details on specific programming from legislative documents primary to programme guidelines would simplify the process of programme revision.
- Alignment of policy objectives (identified above) with the needs of population (identified in 1.).
- Do social protection and employment policies, specifically the activation agenda, complement each other?
- Policymaking process, specifically what are the roles and responsibilities of the Government ministries/bodies in relation to policymaking and what are coordination mechanisms. What are the mechanisms for evidence and programme lessons to feedback into decision making? Does the policy making process require participation of relevant stakeholders or consultations outside the national government and if so, are stakeholder participation processes institutionalized or ad-hoc?

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Proposed activities:

- Interviews and Focus Group Discussions with key stakeholders
- Review of key documents, laws, policies and strategies

### 3. Assessment of social assistance and social services (Design)

Areas to be covered:

- Mapping of the type of instruments utilized at the national and municipal level (including cash and in-kind transfers, school feeding, and public works). This mapping is to include targeting type, eligibility, benefit design, incentives and obstacles to access, including any hidden costs. Mapping both across the lifecycle and across needs (as identified in 1) and analyse overlap and complementarities between national and municipal programming.
- Mapping of stakeholders involved on social protection (Government, international agencies, INGOs, NGOs, CSOs, etc.).
- Budget available for, sources of finance, and unit costs of delivering MLSW, MARD, and municipality-led social assistance programmes.

Proposed activities:

- Interviews and Focus Group Discussions with key stakeholders- at both the state and municipal level
- Review of programme documents
- Analysis of budget data
- Stakeholder mapping
- Programme mapping

### 4. Analysis of the implementation of social assistance and social and child protection services provided by MLSW

Areas to be covered:

- Information dissemination and awareness raising about the scheme
- Inclusion of different groups in social assistance and social and child protection services
- Use of the SWIS, main challenges, and potential to improve data analysis and reporting from it
- Use of complaints and appeals mechanisms
- Implementation of the activation agenda in terms of coordination, existing procedures and incentives.

Proposed activities:

- Beneficiary assessment # incorporating beneficiary perceptions of barriers to access and spanning those beneficiaries categorised as 'able to work' and 'unable to work' by the CSW
- Analysis of information held in the SWIS
- Analysis of SILC data
- Interviews with key stakeholders-including the CSW and Employment Agency

### 5. Actionable roadmap for future reforms

Develop an actionable roadmap on how to improve the efficiency, effectiveness and coordination of social assistance and social services in reducing poverty and increasing social inclusion in Montenegro, including recommending steps for integrating evidence and learning into system reform processes.

## 4. METHODOLOGY AND MAIN TASKS

Based on the Core Diagnostic Instrument (CODI), one of the key tools under the Interagency Social Protection Assessments (<http://ispatools.org/>), the review will use the CODI questionnaire to guide the analysis. When applied as a theoretical exercise the CODI might result in a passive statement of the existing situation. This assignment



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should however have a strongly operational focus and the review should be conducted in an interactive and participatory manner, involving government staff wherever possible, specifically in the formulation of policy recommendations.

In addition, the successful provider will receive guidance on amending the CODI to ensure that it is most relevant to Montenegro and existing demands for information. The consultant(s) should review the questionnaire to ensure it is sufficiently gender- and child-sensitive and amend it as necessary. The review will utilize the following modalities:

A. Desk review

- o Conduct a desk review of available secondary sources (policy papers, program documents, etc.)

B. Data collection and analysis

- o Focus group discussion, semi-structured interviews, site visits and a beneficiary assessment
- o Review and analysis of surveys, including SILC and MICS and programme data, including in the SWIS and the database held by the Employment Agency

C. National Consultative Process

- o Meetings and workshops with key national and international institutions and stakeholders, including members of the Steering Committee, involved in social assistance and social and child protection services to verify information gathered in the desk review and to collect additional information.

The consultant(s) will be responsible for elaborating the methodology to be employed in their technical proposal and within the inception report.

Under the management of UNICEF's Social Policy Officer, and in consultation with MLSW and UNICEF more broadly, the assessment team will undertake the following tasks:

- o Develop an implementation plan with details on the methodology and information gathering tools;
- o Adapt the CODI tools to incorporate a gender and child-sensitive lens and ensure that they are relevant to inform an evidence-based reform process in Montenegro;
- o Obtain policy and programme documents from internet and concerned agencies;
- o Develop an interview guide based on the components of the mapping set out above to be used for focus group discussion and semi-structured interviews;
- o Conduct interviews/focus group discussions with Government partners, implementing agencies and other concerned stakeholders;
- o Conduct qualitative interviews and focus group discussions with current beneficiaries of social assistance and social and child protection services. An ethical review process will need to be completed before undertaking primary research with beneficiaries;
- o Conduct data analysis based on available surveys and program data
- o Compile the information in a database;
- o Draft the final report (analysis and executive summary)
- o Draft a policy brief, with recommendations of next steps and an actionable roadmap for the reform of the social protection system and prepare a PowerPoint presentation with overview of findings and recommendations
- o Participate in a technical meeting to present and discuss the findings of the report and produce a roadmap for a future reform process

Following the technical meeting and finalisation of the report and brief, it will be the responsibility of UNICEF and the MLSW to continue to communicate the analytical findings, mapping and actionable roadmap from this assessment to a range of stakeholders in Montenegro, ensuring that the findings from the assessment continue feed-into the planning and budgeting processes. If members of the assessment team wish to engage in external academic publishing of the assessment findings (either in print or digital form) then they must follow UNICEF's Guidance on External Academic Publishing (January 2017).

#### Data sources:

This assessment will draw-on analysis of secondary data (both household survey data and programme MIS) as well as the collection of primary qualitative data. Specifically, it is expected that this assessment will draw on existing data in the form of:

- SILC - Statistics on Income and Living Conditions data, based on Eurostat's methodology. Findings and

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analysis of the data from the period 2013 to 2017 were released in mid-December 2018 and include both cross-sectional and longitudinal data. One possibility is for the assessment team to request, through UNICEF, that MONSTAT-the national statistical agency-undertake further analysis of the data as required, in-line with the objectives of this assessment (in that case, this segment should not be included in the financial proposal. However, key questions for further inquiry into SILC data will need to be formulated by the selected consultancy). Bidders are requested to familiarise themselves with the questionnaires of EU SILC so that they are aware of the scope of information collected with regards to receipt of social assistance and social services. It is expected that SILC data be used to understand the condition of poverty and vulnerability in Montenegro and, to the extent possible given in the information collected, to investigate exclusion and inclusion errors for social assistance programmes.

· MICS-Multiple Indicator Cluster Survey-data for 2018. MONSTAT has completed data collection for MICS6 and it is anticipated that findings will be available in the first half of 2019. The assessment team can conduct further analysis of the data (open access via <http://mics.unicef.org/surveys>). It is anticipated that MICS data be used to gain an understanding of poverty and vulnerability in Montenegro, adding to the analysis as to whether the social and child protection system is aligned with the needs of the poor and vulnerable in the country.

Availability and access of secondary data is key to be able to draw a poverty and vulnerability profile and to investigate issues of targeting. The consultant(s) should from the start of the assignment engage with MONSTAT to ensure data access will be possible. If access to one of the two data sources is not possible, the consultant(s) should investigate whether any other potential secondary data can be used for the analysis.

This assessment will also draw on the following administrative data:

· MIS data held in the Social Welfare Information System (SWIS). It is the responsibility of staff in the CSW to enter information into the SWIS for each application for social assistance or social services, using a case management approach, whereby each individual is identified by their unique national ID number. Amongst other data on individual characteristics, the SWIS includes information on any reasons for rejection of support, information on receipt of ongoing services/ support and any grievance or complaints. The SWIS does not include information on programmes implemented by the municipalities. Meanwhile, information in the SWIS is structured in terms of individuals and the same individuals within a household are not systematically linked. This should be borne in mind when proposing household level enquiries.

· MIS held by the Employment Agency. We understand that the MIS of the Employment Agency does not contain reliable and up-to-date information specifically on beneficiaries of social assistance. However, the full assessment team may wish to analyse this MIS to investigate the viability of the current activation agenda with relation to social assistance. This MIS includes comprehensive information on individual characteristics, training and employment experience.

In addition, the service provider should look into the Montenegrin Education Information System (MEIS), to better understand the links between various social protection benefits and the education system.

Access to and analysis of administrative data can be more challenging than that of survey data. The consultant(s) will have to build a cooperative relationship with the owners and administrators of both the SWIS and the MIS held by the Employment Agency from the start of the assignment. Moreover, they should hold realistic expectations on the types of analysis that can be carried on using administrative data.

In addition, it is anticipated that this assessment will collect new qualitative data, including in the form of:

· Beneficiary assessment-this will require an ethics procedure to be completed (see below). This assessment will specifically investigate programme implementation-including outreach mechanisms, grievance and complaints and hidden barriers to access-all examining potential barriers to equitable coverage of vulnerable groups. The assessment will also investigate potential complementarities between programmes that household members are receiving. The focus will be on beneficiaries of social assistance and social and child protection services delivered in the home (so not including issues of geographic coverage etc. of institutional services). In

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addition, this assessment will investigate beneficiaries' perceptions of improvements in their lives through engagement in services and social assistance, including in the realm of empowerment and in relation to the implementation of the activation agenda (which should feature prominently in the beneficiary assessment). This is likely to include FGDs and interviews. Beneficiaries will be purposively sampled using the SWIS. It is not intended that the sample be nationally representative or that the findings from it be generalisable across the population. Rather, the purpose of the beneficiary assessment is to provide relevant insight for policy and programme design and implementation from the experiences of beneficiaries in accessing, and receiving support from, various programmes. The sample will comprise beneficiaries from across the range of major social and child protection programmes, as identified during the programme mapping and from across a range of geographical areas (e.g. from the poorer more sparsely-populated north as well as wealthier southern municipalities). It is not expected that the beneficiary assessment will cover all municipalities.

· Interviews with policy makers, implementers and development partners-including at the state and municipality levels.

It will be important for the assessment team (consultancy firm) to try and sample beneficiaries on the basis of a range of characteristics, related not only to programme involvement but also in terms of household characteristics-including in terms of household size, gender of household head and number and age of children. This though, will also mean that the number of beneficiaries in the different groups will be relatively small and so will have limitations for the generalisability of the findings.

#### Dissemination of findings

Final report on the assessment (analysis and executive summary), a policy brief on recommendations of next steps and an actionable roadmap for the reform of the social protection system feature as the key deliverables of this process. Due to the expected high volume of data and analysis contained in the full assessment report, the dissemination strategy will involve:

- Preparation of an executive summary as a standalone document, suitable for both expert and general audience,
- Preparation of slide decks with key findings and proposed reform options,
- Preparation of human interest stories based on the beneficiary assessment,
- Publishing of the full assessment report in electronic format,
- Crafting advocacy messages, based on the full assessment report, which UNICEF and partners will use in policy advocacy.

#### Logistical issues

The research will involve the research team visiting selected municipalities in Montenegro. The research team will be responsible for arranging, and paying for, their own road transport while working in the country.

### 5. ETHICAL CONSIDERATIONS AND QUALITY ASSURANCE

The research will be administered in line with the Procedure for Ethical Standards in Research, Evaluation, and Data Collection and Analysis (UNICEF, 2015)

[https://www.unicef.org/supply/files/ATTACHMENT\\_IV-UNICEF\\_Procedure\\_for\\_Ethical\\_Standards.PDF](https://www.unicef.org/supply/files/ATTACHMENT_IV-UNICEF_Procedure_for_Ethical_Standards.PDF) to ensure the highest ethical standards in all stages. This is necessary both in its own right and as a significant contributor to ensuring quality and accountability in the evidence generation process, especially when it involves children.

To achieve that goal, UNICEF Country Office in Montenegro established an independent Ethical Review Committee in 2016, which reviews and approves research methodologies and final research reports, before their publication.

The committee is multidisciplinary and multi-sectoral in composition.

As per the Terms of Reference, functions of the Ethical Review Committee include the following:

- 1) Reviewing Relevant Research, Data Collection and Analysis Inception Reports, focusing on a detailed research

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methodology: to contribute to respect and protection of dignity, rights, safety and well-being of all children, groups and persons related to the concerned project/programme/activity. This would include participants in the research/evaluation, community at large, researchers, research community and institution/s. Tentatively, the Committee is expected to:

- Provide feedback on the inception report and/or proposed research methodology within 5 working days following the submission;
- Provide feedback on the draft research report no later than 5 working days following the submission;
- Provide feedback on the final research report no later than 5 working days following the submission;

2) Guidelines: Provision of Guidelines with respect to:

- When a full or expedited review is required and the arrangements and timelines for both.
- Where significant ethical issues arise or where significant changes to the methodology or project occurs during the implementation of the project, the Committee should be notified and a decision made as to whether the changes or issues require ethical review.

3) Analysis and Documentation: Ensuring learning at UNICEF Montenegro and targeted capacity building of national partners through training and sessions related to ethics and other relevant issues of social research. Therefore, ethical considerations of respondents will be of utmost priority in determining the most appropriate methods and their implementation and will be documented and included in all reports. Special measures will be put in place to ensure that the assessment process is ethical and that the participants in the process can openly express their opinion. This will be particularly relevant for the data collection as part of the beneficiary assessment. Specific attention should be paid to issues specifically relating to:

[https://www.unicef.org/supply/files/ATTACHMENT\\_IV-UNICEF\\_Procedure\\_for\\_Ethical\\_Standards.PDF](https://www.unicef.org/supply/files/ATTACHMENT_IV-UNICEF_Procedure_for_Ethical_Standards.PDF)

- Harm and benefits: the selected service provider will be expected to avoid constituting a risk to participants in the assessment, as none of the participants will be stigmatised for taking part in the assessment, prevented from benefitting

from social protection interventions or enticed to participate by e.g. inadequately high participation fees;

- Informed consent: With regard to child participants, the prior written consent of both the child and their parent/legal guardian will be required in order to participate in the FGD (if relevant), using the consent form template the selected service provider will need to develop;
- Privacy and confidentiality: The sources of information will be protected and known only to the research team., i.e. ensuring ethical conduct in data generation will be imperative; and
- Conflict of interest of the research informants: UNICEF expects that any potential or actual conflict of interest will be declared beforehand.

Consequently, the Team Leader has to ensure that it is clear to all subjects that their participation in the assessment is voluntary. All participants should be informed or advised of the context and purpose of the assessment, as well as the privacy and confidentiality of the discussions.

The inception report, draft and final report of the assessment will need to undergo stakeholder and external quality review, including the Steering Committee and independent Ethical Review Committee. The consultancy firm is expected to address these comments in a reasonable amount of time, and to create and update the comments matrix, with justification provided to explain how each of the comments were treated.

## 6. DELIVERABLES

Item	Service Description	Quantity	Unit	Unit Price	Price
1.	Inception report including implementation plan and methodology including adapted CODI tools, FGD and interview guides				
2.	Completed ethical review procedure				
3.	Overview mapping of the legal, policy and strategy framework				
4.	Descriptive statistics on information collected from the SWIS				
5.	Mapping of social assistance and social and child protection services at the national level and municipal level				
6.	Characteristics and trends in poverty and vulnerability from secondary sources, including MICS and SILC				
7.	Write-up of findings from beneficiary assessment				
8.	Regular status updates for the Steering Committee				
9.	Draft of final report that addresses the five overall questions for the assessment and includes an actionable roadmap for reforming the social protection system recommendations on mechanisms to strengthen the use of evidence in decision making. This draft will also need to include an executive summary. It will be structured as follows; introduction; methodology; assessment of poverty and vulnerability; analysis of legal and policy framework; assessment of programme design; analysis of programme implementation; actionable roadmap for reforms. This report will need to conform to UNICEF guidelines on length, format and style.				
10.	Draft of briefing outlining the next steps, and an actionable roadmap, for reforms of the social protection system				
11.	Slide deck for the final technical meeting				
12.	Final analytical report also including an actionable roadmap for reforming the social protection system and policy implications brief incorporating feedback from the technical meeting and from external quality assurance reviews.				

## 7. WORKPLAN, TIMELINE AND PAYMENT SCHEDULE

Work is expected to start in July 2019. A proposed timeline is presented below. It is expected that the consultancy firm will report any adverse events that may cause the timeline to slip, or any delays during project implementation to UNICEF's Social Policy Officer.

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

Key deliverable:

1. Inception report to include: Implementation including adapted CODI tools, FGD and interview guides

Timeframe: Mid-august

Key deliverable:

2. Preparation for, submission, and revisions in the light of the ethical review

Timeframe: August

Payment schedule: Upon submission and approval of deliverables 1-2: 30 %

Key deliverable:

3. Report on the characteristics and trends in poverty and vulnerability

Item	Service Description	Quantity	Unit	Unit Price	Price
	Timeframe: Mid-September				
	Key deliverable:				
	4. Mapping of the legal, policy and strategy framework				
	Timeframe: July-August				
	Key deliverable:				
	5. Mapping of social assistance and social services at the national and municipal level				
	Timeframe Sept -October				
	Key deliverable:				
	6. Findings from SWIS and other information systems				
	Timeframe: September				
	Payment schedule: Upon submission and approval of deliverables 3-6: 30%				
	Key deliverable:				
	7. Findings from beneficiary assessment				
	Timeframe: Oct to mid-Nov				
	Key deliverable:				
	8. Throughout the assessment period: reports to the Steering Committee				
	Timeframe: Once a month				
	Key deliverable:				
	9. Draft Report and policy brief on analysis findings and with reform roadmap				
	Timeframe: End of December				
	Payment schedule Upon submission and approval of deliverables 7-9: 30 %				
	Key deliverable:				

Item	Service Description	Quantity	Unit	Unit Price	Price
10.	Final technical meeting				
	Timeframe: Early February				
	Key deliverable:				
11.	Submission of final report and policy brief following technical meeting and external peer review				
	Timeframe: March 2020-April 2020				
	Payment schedule Upon submission and approval of deliverables 10-11:	10%			
TOTAL:		100%			

## 8. TEAM COMPOSITION, QUALIFICATIONS AND EXPERIENCE

This assessment will be contracted by UNICEF as one institutional contract, with the assessment team comprising at least four members. The team will include an international team leader and three national consultants, including the following experience and skills, first by the team leader, and then across the team:

Requirements for the team leader:

- An advanced university degree in social sciences-including economics or social policy;
- At least 10 years of experience working in the field of social protection and social policy, including having previously led overall assessments of social protection systems.
- Knowledge of international tools for the assessment of social protection systems, including the CODI.
- Experience working on social protection or social and child protection services in southern or eastern Europe.
- Experience at working with policymakers and developing actionable roadmaps for reforming policies and programmes.

Requirements for the national quantitative analyst:

- An advanced university degree in the social science- including economics or social policy, including a quantitative component
- At least five years of relevant experience
- Expertise of and knowledge about MIS and reporting from MIS;
- Understanding and experience of analysing household survey data to assess living standards and of the strengths and weaknesses of different approaches to analysis.
- Experience of using the findings from MICS and EU-SILC datasets and working alongside national statistical agencies would be a particular advantage;
- Experience at working with policymakers and developing actionable roadmaps for reforming policies and programmes.
- Fluency in Montenegrin and English.

Requirements for the national qualitative researcher:

- An advanced university degree in the social sciences- including economics or social policy, including a qualitative component
- At least five years of relevant experience
- Expertise in designing methodologies for primary research, including those collecting information from vulnerable respondents;

Item	Service Description	Quantity	Unit	Unit Price	Price
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- Knowledge of the situation of poor and vulnerable families in Montenegro and of the main policies and programmes to support them.
- Knowledge of Montenegro's social protection system, with a particular understanding of current debates concerning social assistance and social services.
- Fluency in Montenegrin and English.

Requirements for the national public financial management consultant:

- Advanced university degree in finance, public administration, economics, or another relevant field
- At least five years of relevant experience in conducting public financial management studies, costing and budget analysis
- Experience at working with public financial management systems, budget preparation and in calculating unit costs of programmes and services;
- Experience at working with policymakers and developing actionable roadmaps for reforming policies and programmes.
- Fluency in Montenegrin and English.

It would be an asset for the consultancy firm and/or individual team members to have previous experience at working with UN organisations, particularly with UNICEF.

It is expected that, in addition to the core team above, the consultancy firm will engage national researchers to conduct the beneficiary assessment. It will be the responsibility of the consultancy firm to develop the methodology for this assessment, to train the national researchers, supervise and ensure quality for the assessment and analyse and write-up the findings.

## 9. SELECTION PROCESS

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

- (1) relevance, efficiency and effectiveness of proposed methodology and technical approach;
- (2) organisational and technical capacity of the applicant;
- (3) relevant experience in similar type of work; and
- (4) budget.

The evaluation of submitted proposals against these criteria will be used as a basis for the selection of the contractor.

The technical proposal should contain:

- Profile of the organisation/institution/agency;
- Structure of the team - qualifications and experience of the members of the team;
- Detailed description of the methodology and technical approach, including level of effort to deliver the outputs (i.e. breakdown of proposed consultancy days, total and per each of the team members);
- Tentative work plan with timeframe and realistic deadlines for deliverables;
- Reference contacts from other clients.
- Supplier Profile Form

The financial proposal should contain:

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



Item	Service Description	Quantity	Unit	Unit Price	Price
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Each proposal will be evaluated against a weight allocation of 70 for the technical proposal and 30 for the financial proposal. The total maximum number of obtainable points is 100.

- A) Technical evaluation - Maximum points: 70
- Professional profile - 20
  - Proposed Methodology and Approach - 25
  - Quality of Personnel and Suitability for the assignment - 25

#### Technical Proposal Evaluation Form

##### 1 Professional profile

In brief: Evidence of experience with similar projects and clients

- 1.1 Evidence of experience in similar projects  
 e.g. reviews/assessments of social protection systems  
 e.g. previous engagements with UNICEF or other UN agencies related to social protection

Max. Points Obtainable: 5

- 1.2 Evidence of familiarity with interagency assessment tools, e.g. the Core Diagnostic Instrument

Max. Points Obtainable: 10

- 1.3 Familiarity with key human and child rights instruments, Social Protection Floor (ILO Resolution 202) and other social protection resolutions

Max. Points Obtainable: 5

##### 2 Proposed methodology and Approach

In brief: Approach, methodology and workplan for the review

- 2.1 Overall understanding of the ToR and the needs and objectives of the assignment

Max. Points Obtainable: 5

- 2.2 Detailed methodology to conduct the social protection system assessment in Montenegro

Max. Points Obtainable: 10

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

Max. Points Obtainable: 10

##### 3 Quality of Personnel and Suitability for the assignment

In brief: Evidence of knowledge, skills and experience

- 3.1 Academic background and required professional experience for the position of Team Leader (as per the ToR)

Max. Points Obtainable: 10

- 3.2 Academic background and required professional experience for the position of national Quantitative Analyst (as per the ToR)

Max. Points Obtainable: 5

Item	Service Description	Quantity	Unit	Unit Price	Price
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3.3 Academic background and required professional experience for the position of national Qualitative researcher (as per the ToR)  
Max. Points Obtainable: 5

3.4 Academic background and required professional experience for the position of national Public Finance Management consultant (as per the ToR)  
Max. Points Obtainable: 5

Total: 70 points

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

- Technical proposal evaluation. Proposals passing the minimum technical pass score (49 points-70% of the maximum points obtainable for technical proposal) will continue into the Financial proposal evaluation.
- Financial proposal evaluation. The lowest price proposal will be awarded the full score assigned to the commercial proposal
- Recommendation. The recommendation for award of contract will be based on best combination of technical and financial score.
- Final award and contracts. Based on verified nominations and final scores, contract negotiations could be initiated with one or more successful Proposers.
- Each proposal will be evaluated against a weight allocation of 70% for the technical proposal and 30% for the commercial (financial) proposal. The total maximum obtainable points is 100.
- The 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.

Social protection system assessment	1	PU
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## SPECIAL NOTES

May 23, 2019  
REQUEST FOR PROPOSAL  
LRPS-2019-9148448

### RE-ADVERTISEMENT

#### UNITED NATIONS CHILDREN'S FUND.

Wishes to invite interested companies to provide International institutional consultancy to conduct an assessment of the social protection system in Montenegro. Terms of Reference for this assignment are incorporated in LRPS-2019-9148448 and make integral part of it.

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

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

- (1)relevance, efficiency and effectiveness of proposed methodology and technical approach;
- (2)organisational and technical capacity of the applicant;
- (3)relevant experience in similar type of work; and
- (4)budget.

#### A) Technical proposal - Maximum points: 70

(one separate e-mail; attachment password protected; The reference #LRPS-2019-9148448 International institutional consultancy to conduct an assessment of the social protection system in Montenegro - technical proposal):

The technical proposal should contain:

- Profile of the organisation/institution/agency;
- Structure of the team - qualifications and experience of the members of the team;
- Detailed description of the methodology and technical approach, including level of effort to deliver the outputs (i.e. breakdown of proposed consultancy days, total and per each of the team members);
- Tentative work plan with timeframe and realistic deadlines for deliverables;
- Reference contacts from other clients.
- Completed Supplier Profile Form # which can be found here <https://wcmprod.unicef.org/montenegro/en/tenders> (<https://bit.ly/2lkbpZo>) along with the documents required in the form.

#### B) Financial proposal - Maximum points: 30

(one separate e-mail; attachment password protected; The reference #LRPS-2019-9148448- International institutional consultancy to conduct an assessment of the social protection system in Montenegro# - financial proposal):

The financial proposal should contain:

- Daily fee rates for each team member, as well as total cost per professional based on the number of working days included in the technical proposal,
- Estimated reimbursable travel costs (all travel must be pre-approved by UNICEF and will be based on most direct and economy class ticket irrespective of the duration of the flight. UNICEF will reimburse the service providers upon the presentation of the travel tickets and boarding

pass/receipts etc.). Daily subsistence allowance (DSA) will, where applicable, be paid up to a maximum of the official UN rate,  
-Other costs if applicable.

## IMPORTANT-ESSENTIAL INFORMATION

Proposal form LRPS-2019-9148448 must be used when replying to this invitation. The reference #LRPS-2019-9148448 - International institutional consultancy to conduct an assessment of the social protection system in Montenegro# must be indicated in the subject of the e-mails as indicated above.

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

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

Proposals must be received by 12:00 CET on May 30, 2019. 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](http://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.

## THE PROPOSAL WILL BE EVALUATED AGAINST THE FOLLOWING CRITERIA:

### A) Technical evaluation - Maximum points: 70

-Professional profile - 20

-Proposed Methodology and Approach - 25

-Quality of Personnel and Suitability for the assignment - 25

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

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

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

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

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

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

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

## INSTRUCTION TO PROPOSERS

### 1. MARKING AND RETURNING PROPOSALS

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

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

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

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

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

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

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

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

\* Outer sealed envelope:

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

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

### 2. OPENING OF PROPOSALS

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

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

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

### 3. UNGM REGISTRATION

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

#### 4. AWARD NOTIFICATION

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

## ANNEX A

### GENERAL TERMS AND CONDITIONS

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

##### Definitions and UNICEF Supply Website

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

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

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

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

"Contractor" means the contractor named in the Contract.

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

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

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

"Fee" is defined in Article 3.1.

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

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

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

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

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

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

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

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

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

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

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

##### Provision of Services and Deliverables

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

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

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

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

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

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

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

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

## ANNEX A

### GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## ANNEX A

### GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

##### Representations and Warranties

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

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

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

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

##### Indemnification

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

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

##### Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

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

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

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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](http://www.ungm.org)).

7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

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

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

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

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

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

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

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

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

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

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

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

#### 10. Notices

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

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

## ANNEX A GENERAL TERMS AND CONDITIONS

10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

### 11. Other Provisions

11.1 The Contractor acknowledges UNICEF's commitment to transparency as outlined in UNICEF's Information Disclosure Policy and confirms that it consents to UNICEF's public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.

11.2 The failure of one Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute and will not be construed 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.