REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2020-9159680

29 July 2020

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to invite you to submit a proposal for

RE-ADVERTISEMENT

International Institutional Consultancy for technical assistance to the Ministry of Interior for capacity building of frontline workers working with migrant, asylum seeking and refugee children and families on child protection standards, including GBV and PSEA, cross-sectoral cooperation and child access to quality health services
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By: Ana Popivoda
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email: apopivoda@unicef.org

Approved By: Kosa Buskovic
Digitally signed by Kosa Buskovic
Date: 2020.07.29
12:40:11 +02'00'

Date: 29.07.2020
REQUEST FOR PROPOSAL FOR SERVICES FORM

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

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

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

The Undersigned, having read the Terms and Conditions of RFPS No. LRPS-2020-9159680 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_____
International Institutional Consultancy

Terms of Reference

International Institutional Consultancy for technical assistance to the Ministry of Interior for capacity building of frontline workers working with migrant, asylum seeking and refugee children and families on child protection standards, including GBV and PSEA, cross-sectoral cooperation and child access to quality health services.

Background and Context

In recent years the Western Balkans experienced an unprecedented rise in the movement of migrants and refugees headed towards the European Union (EU). This movement created challenges in ensuring a coordinated response to populations in need both EU in Member States and candidate countries along the route.

Mixed migration flows to Montenegro increased considerably since the summer 2019 as refugees and migrants have been seeking alternative routes through the Western Balkans to reach the EU. The trend has continued in the early 2020 and, according to data from the Government of Montenegro between 1st January 2020 to 16th March 2020, the authorities registered 1200 new arrivals (expression of intentions to seek international protection), with the following figures: January (519), February (470) and March (211). These were mostly adult men, while the number of children and women was very small. The most common countries of declared origin were Morocco (803), Algeria (210), Pakistan (43), Afghanistan (30), Syria (24), and Iran (22).

However, due to unexpected global crisis of COVID-19 pandemic, the admissions of migrants, asylum seekers and refugees has stopped from 16th March 2020 onwards. To reduce the risk of virus transmission, the Government imposed strict precautionary measures including putting asylum seekers in quarantine in the two state-run asylum accommodation facilities, the Asylum Centre and the alternative accommodation in Konik, so that the risk of importing of the virus is reduced to a minimum. As of end May 2020, the measures have been slightly relaxed, including opening of the quarantines. The statistic for April is four new intention declarations and for May 37. The number of persons in state-provided accommodation was 489 in March, 170 in April and 186 in May. The asylum procedures in the country have been resumed from 08 June.

The Government, with support from UNHCR and IOM, invest considerable resources and efforts to ensure an adequate response. State institutions responsible for protection of migrants, asylum seekers and refugees are equipped with legislation and procedures to deal with the situation. The Ministry of Interior manages and coordinates the overall response. Despite the Government's best efforts, the system's response capacities have been stretched. Also, the capacities of the system to meet the immediate needs of children and families in terms of education, health care, and child protection are limited and require additional strengthening and support.

In March 2020, UNICEF Montenegro, in close cooperation with the Ministry of Interior, UNHCR and IOM, completed a Rapid Needs Assessment on the current situation of refugee, asylum seeking and migrant children and families, both with temporary and long stay in Montenegro. The assessment shows that Montenegro faces important challenges in assisting and supporting vulnerable groups as the existing support is predominantly focused on meeting basic and urgent needs, with a limited focus on sustainability, as the needs are greater than the support capacities. The key recommendations call for strengthening institutional capacities for the response and decreasing the dependence of support from non-institutional actors. The Assessment also confirmed insufficient capacities of the system to adequately meet the short-term and long-term needs of children and families in terms of education, health care, and child protection.

In December 2019, UNICEF Montenegro supported the Government of Montenegro, i.e. the Ministry of Interior (MoI), in organizing a one-day training for strengthening the capacities of a cross-sectoral group of frontline workers (more than 50 professionals), working directly with migrant, asylum seeking and refugee children and families, with the objective of increasing the access of children and families to quality child protection, health and nutrition services of migrant, asylum seeking and refugee children and families.
The training was focused on international human rights and humanitarian standards of work with migrant, asylum seeking and refugee children and families in health and child protection, and beyond with specific focus on: identification of child protection risks and referral pathways; strengthening social service providers in prevention and response to child protection risks; case management and coordination; best interest determination; age determination; working with trauma and provision of quality psycho-social support and protection services; application of child safeguarding procedures; prevention of gender-based violence and violence against children and referral pathways; prevention of sexual exploitation and abuse of children; application of national standard operating procedures for working with unaccompanied and separated children; assessment of immediate health conditions and needs of children and women, assessment of early childhood developmental needs, application of breastfeeding practices, child immunization; assessment of nutritional needs and situation of children and application of related standards; cooperation with other sectors (education: leisure time, catch up classes, sport activities) and justice (free legal aid), etc. 

The Agenda of the training was defined and agreed with the Ministry of Interior and UNHCR, and on the basis of the Ministry of Interior’s request, specific topics related to the Council of Europe Convention on preventing and combating violence against women and domestic violence (Istanbul Convention) and the Convention on Elimination of all forms of discrimination against women (CEDAW) were integrated into the training. As a follow up to this training, participants recommended the following trainings/topics:

- Deepening knowledge on SOP on UASC and relevant legislation in Montenegro;
- More information on protocols/procedures and inter-sectoral work with this vulnerable population;
- More information on good practices, practical examples, case studies and specific cases of children # case load management from the start to the end;
- More information on prevention and response to sexual exploitation and abuse of women and children refugees and migrants;
- Specific knowledge and skills in interviewing techniques;
- Specific knowledge in voluntary repatriation and Integration
- More on admission/reception and health of children and families affected;
- More in depth and longer training with more details on some of the topics/areas.

UNICEF Montenegro agreed with the Ministry of Interior to organize a more in depth and longer training with more details on some of the specified topics/areas with support of IOM to engage in increasing capacities of service providers for protecting rights of children in migration and forced displacement. More specifically, IOM will be engaged in this activity through the implementation of a sub-regional project #Regional Support to Protection Sensitive Migration Management in the Western Balkans and Turkey#, Phase II, one of which specific activities is aimed to support mainstreaming of child protection in migration governance processes. Moreover, IOM's intervention will be based around #Guidance to Respect Children's Rights in Return Policies and Practices#, which provides guidance for state authorities on the design and implementation of return procedures that are child rights compliant.

UNHCR will provide guidance, in the context of the consultancy and resulting trainings, on the difference between migrants and asylum seekers/refugees, the identification and response to specific needs and protection of accompanied and unaccompanied or separated children in the asylum process, including effective guardianship in the asylum process. The pressing priority is to further strengthen cross-sectoral cooperation, the capacities of health professionals (re health and nutrition needs/risks, hygiene and immunization) and front-line workers- and social work professionals and others re child protection standards, case management, prevention of gender based and sexual violence against children etc. Therefore, UNICEF agreed the following support to strengthening the system capacities in 2020:

- Training of health workers on health protection, breastfeeding, immunization, etc.;
- Cross sectoral training of frontline workers on major Child Protection issues and concerns;
### Item | Service Description | Quantity | Unit | Unit Price | Price |
---|---|---|---|---|---|
- | Cross-sectoral training on Gender Based Violence and Prevention of Sexual Abuse and Exploitation. | | | | |

The training will be built on already developed training material and will provide more of an in-depth information on required practical skills, based on the recommendations from previous training and findings of the Rapid Needs Assessment.

**Purpose and Objective**

The purpose of this consultancy is to improve cross-sectoral cooperation at operational level and increase the access to and quality of child protection, health and nutrition services provided to migrant, asylum seeking and refugee children and families, including on GBV and PSEA through capacity building of professionals, in direct contact with children and families.

The objective of this consultancy is to strengthen the capacities of health professionals (re health protection and nutrition needs/risks assessment, hygiene and immunization of children and families, HIV prevention) and other front-line workers on cross-sectoral cooperation, child protection standards, case management, gender based and sexual violence, child safeguarding, prevention of sexual harassment and abuse of children.

At least three trainings will be organized as follows:

1. Training for professionals at central and local level on cross-sectoral cooperation regarding protection and well-being of migrant, asylum seeking and refugee children and families, including UASC and PSEA, child protection standards in emergencies and case management (to be developed and organized in cooperation with IOM and UNHCR);
2. Training of frontline workers for work on GBV prevention and response and PSEA;
3. Training of health professionals on child access to quality health services for children, child immunization, nutrition and breastfeeding.

The Contractor is supposed to build on the existing training curriculum and provide more in-depth knowledge in following thematic areas:
- Improving cross-sectoral cooperation;
- Identification of child protection risks and referral pathways, including risks of human trafficking;
- Strengthening social service providers in prevention and response to child protection risks;
- Case management and coordination;
- Best interest determination and ensuring protection of child rights in returns;
- Age determination;
- Working with trauma and provision of quality psycho-social support and protection services;
- Application of child safeguarding procedures;
- Prevention of gender-based violence and violence against children and referral pathways;
- Prevention of sexual exploitation and abuse of children;
- Application of national standard operating procedures for working with unaccompanied and separated children;
- Assessment of immediate health conditions and needs of children and women, bottlenecks in accessing health services and referral pathways;
- Assessment of early childhood developmental needs with specific focus on supporting the child in early days and ensuring access to quality cross-sectoral services for children with disabilities;
- Implementation of individual integration plans for refugees;
- Application of breastfeeding practices;
- Child immunization;
- Assessment of nutritional needs and situation of children and application of related standards;
- Prevention of contiguous diseases;
- Prevention of HIV transmission.
Methodology and Technical Approach

The Contractor will receive in depth guidance by the Ministry of Interior, UNICEF and IOM, in consultation with UNHCR. The Contractor is supposed to perform:

- Desk review of the relevant international human rights and humanitarian standards, legislative and policy documents and available publications/reports pertaining to migrant and refugee situation;
- Regular consultations with the Ministry of Interior and other national stakeholders and UNICEF, IOM and UNHCR;
- Development of the training curricula for three in depth training on the basis of international human rights and humanitarian standards of work with migrant, asylum seeking and refugee children and families and already developed training curriculum in the area of health and child protection and cross-sectoral cooperation;
- Deliver three trainings (three days each) for three groups of front-line workers (30 participants per each group). The Contractor's team of experts will work both from home and in the field. The Contractor's team of experts should include a national team member. The national team member will be in charge of supporting the international experts in the implementation of tasks specified below, communication with national institutions and the delivery of below deliverables.

Further guidelines relating to the methodology are outlined in the section "Activities and Tasks".

Activities and Tasks

The activities of the assignment will be conducted in close cooperation with the relevant national stakeholders, IOM, UNHCR and UNICEF Montenegro team.

The contractor is expected:

Task:

To review, within the preparatory phase, the Convention on the Rights of the Child, UNICEF Core Commitments for Children, the Global Compact for Migration (UN, 2018); Global Compact on Refugees; UNHCR Convention Relating to the Status of Refugees, the EU Migration Policy, SPHERE standards, UN General Secretary Bulletin on Prevention of Sexual Exploitation and Abuse; the Montenegrin Law on Foreigners from February 2018, Law on the international and temporary protection of foreigners with the amendments from 2019, the Family Law of Montenegro with reference to guardianship, the Law on Social and Child Protection (with reference to the case management and work with UASC, GBV and VAC), the respective policy and legal framework in the area of health (General Law on Health Protection), etc and already developed training curriculum.

Location: Home based

Number of days and Timeframe: 5 days by 8th September 2020

Task:

To communicate with respective officials from the relevant institutions, IOM, UNHCR and UNICEF to receive in-depth guidance.
Location: Home based
Number of days and Timeframe: 1 day by 10th September 2020

Task:

To develop three in depth training curricula on the basis of international human rights and humanitarian standards of work with migrant, asylum seeking and refugee children and families and on the basis of previously developed training curriculum in the following areas:
1. Training for professionals at central and local level on cross-sectoral cooperation regarding protection and well-being of migrant, asylum seeking and refugee children and families, including UASC and PSEA, child protection standards in emergencies and case management;
2. Training of frontline workers for work on GBV prevention and response and PSEA;
3. Training of health professionals on child access to quality health services for children, child immunization, nutrition and breastfeeding, etc.

Location: Home based
Number of days and Timeframe: 16 days by 30th September 2020

Task:

To adjust the training curricula on the basis of comments by the Ministry of Interior, UNICEF, UNHCR and IOM

Location: Home based
Number of days and Timeframe: 3 days by 10th October 2020

Task:

To deliver three trainings (three days each) for the three groups of front-line workers/professionals (30 participants per each group).
Location: Montenegro based (trainings to be delivered online in case of the travel restrictions)
Number of days and Timeframe: 12 days by 10th November 2020 (9 days in case of online training)

Task:

Delivery of the Final Consultancy Report

Location: Home based
Number of days and Timeframe: 3 days (by 30th November 2020)

Total number of working days: 40 days

Reporting, Timeframe, Deliverables and Payment Schedule

This assignment is expected to commence on 1st August 2020. The Contractor is expected to spend a total of 39 working days on this assignment, out of which 12 working days in Montenegro while rest of the time home based. Number of total consultancy days to be decreased in the case training is held virtual.

The Consultant is expected to produce the following key deliverables:
Key Deliverable:

To develop three in depth training curricula on the basis of international human rights and humanitarian standards of work with migrant, asylum seeking and refugee children and families and on the basis of previously developed training curriculum in the following areas:

1. Training for professionals at central and local level on cross-sectoral cooperation regarding protection and well-being of migrant, asylum seeking and refugee children and families, including UASC and PSEA, child protection standards in emergencies and case management;
2. Training of frontline workers for work on GBV prevention and response and PSEA;
3. Training of health professionals on child access to quality health services for children, child immunization, nutrition and breastfeeding.

Timeframe: By 30th September 2020
Payment Schedule: 50%

Key Deliverable:

To deliver three trainings (three days each) for the three groups of front-line workers/professionals (30 participants per each group).

Timeframe: By 10th November 2020
Key Deliverable:

Delivery of the Final Consultancy Report

Timeframe: By 30th November 2020
Payment Schedule: 50%

Management and Organisation

Management: The Contractor will be supervised by UNICEF Montenegro Child Protection Officer, who will provide technical guidance to the process, liaise with national counterparts, and monitor implementation of the process (in programmatic and financial terms).
The Ministry of Interior will designate focal point who will coordinate the process on their behalf, jointly with UNICEF CP Officer. They will facilitate the process, ensure availability of necessary documents, and facilitate organization of related meetings, training and presentations.

Organization: Institutional consultancy is required for this consultancy. The Contractor's team of experts should include one national consultant, who will be in charge of supporting the international team members in the implementation of required tasks.

Schedule: This assignment will commence on 1st September 2020.

Qualifications and Requirements

The assignment is expected to be undertaken by an institution/company to produce the expected results
Institution/Company:
- Organization/agency with proven experience and involvement in Human Rights and/or Humanitarian Law,
Emergency Management, Public Health, Social and Child Protection and/or other related social science;
- Proven ability to secure a team of consultants working in a migrant and refugee response with focus on children and women;
- Experience in working with a UN organisation and/or UNICEF will be considered an asset.

Team members with:
- Master's degree in Social Sciences, preferably Human Rights and/or Humanitarian Law, Emergency Management, Public Health, Social and Child Protection and/or other related social science; national team member with university degree in social sciences;
- At least 10 years of experience in the areas of children’s rights: health, education, social and child protection spheres, and/or others; national team member with at least two years of experience;
- At least 3 years of experience of working in an emergency context except for national team member;
- Proven track record of working in a migrant and refugee response with focus on children and women;
- Knowledge of the Convention on the Rights of the Child (CRC) and Core Commitment for Children and other relevant international and regional standards of importance for migrant and refugee response;
- Expertise and experience in applying Human Rights Based Approach and gender mainstreaming and gender sensitive programming.
- Knowledge of PSEA standards and child safeguarding procedures;
- Proven analytical and research skills;
- Previous work experience with UN/UNICEF or other international organization will be considered as an advantage.

Language:
- Between the team members, excellent knowledge (oral and written) of both local and English languages is required.

Other:
- Effective communication and writing skills;
- Good interpersonal/communication skills.
- Strong analytical, synthesising, report writing, presentation skills and training skills.
- Demonstrated abilities to meet deadlines.

Content of proposal

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

Technical Proposal including:

a) Portfolio of the organisation/institution/agency with examples of previous work on similar projects and clients in last 5 years, which should include:
   - Title/Designation of each team member on the project and their CVs
   - Experience in working on similar project and assignment
b) Detailed description of the methodology and technical approach, quality assurance mechanism and risk mitigation measures put in place
c) Project implementation and work plan showing the detailed sequence and timeline for each activity and days necessary for each proposed team member

Financial Proposal (Budget) including:

# Daily fee rates for each team member per deliverable, as well as total cost per professional based on number of
working days included in the technical proposal.
# Estimated reimbursable travel costs (all travel must be pre-approved by UNICEF and will be based on most direct
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.

The financial proposal shall indicate budget estimated in EUR.

Proposal evaluation

Each proposal will be evaluated against a weight allocation of 70 for the technical proposal and 30 for the
commercial (financial) proposal. The total maximum obtainable points is 100.
A) Technical evaluation - Maximum points: 70
  - Professional profile - 30
  - Proposed Methodology and Approach - 20
  - Quality of Personnel and Suitability for the assignment# 20

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. Human Rights and/or Humanitarian Law, Emergency Management, Public Health, Social and Child
  Protection and/or other related social science;
  - e.g. Migrant, asylum seeking and refugee response with focus on children and women;
  - e.g. previous engagements with UNICEF or other UN agencies related to child protection

Max. Points Obtainable: 10

1.2 Evidence of familiarity with humanitarian law and specific context and needs of migrant, asylum seeking and
refugee children and women;

Max. Points Obtainable: 10

1.3 Familiarity with key human rights and humanitarian instruments, the Convention on the Rights of the Child,
UNICEF Core Commitments for Children, the Global Compact for Migration (UN, 2018); UNHCR Convention
Relating to the Status of Refugees, the EU Migration Policy, SPHERE standards, UN General Secretary Bulletin on
Prevention of Sexual Exploitation and Abuse, etc.

Max. Points Obtainable: 10

2. Proposed methodology and Approach

In brief: Approach, methodology and workplan for the review, technical assistance and capacity building

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

Max. Points Obtainable: 10
2.2 An outline of proposed Training and Training agenda

Max. Points Obtainable: 10

3. Quality of Personnel and Suitability for the assignment

In brief: Evidence of knowledge, skills and experience

3.1 Profile and experience of the organization

Max. Points Obtainable: 10

3.2 Academic background and required professional experience of the team members (as per the ToR) 10

Max. Points Obtainable: 10

Total 70 points

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

- Technical proposal evaluation. Proposals passing the minimum technical pass score (49 points-70% of the maximum points obtainable for technical proposal) will continue into the Financial proposal evaluation.
- Financial proposal evaluation. The lowest price proposal will be awarded the full score assigned to the commercial proposal. -Recommendation. The recommendation for award of contract will be based on best combination of technical and financial score.
- Final award and contracts. Based on verified nominations and final scores, contract negotiations could be initiated with one or more successful Proposers.
- The UNICEF evaluation team will select the Proposal, which is of high quality, clear and meets the stated requirements and offers the best combination of technical and financial score.

International Institutional Consultancy 1 PU
SPECIAL NOTES

29 July 2020

REQUEST FOR PROPOSAL

LRPS-2020-9159680

RE-ADVERTISEMENT

UNITED NATIONS CHILDREN'S FUND

Wishes to invite interested companies to submit proposals for providing "International Institutional Consultancy for technical assistance to the Ministry of Interior for capacity building of frontline workers working with migrant, asylum seeking and refugee children and families on child protection standards, including GBV and PSEA, cross-sectoral cooperation and child access to quality health services".

Terms of Reference for this assignment are incorporated in LRPS-2020-9159680 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

A) Technical proposal - Maximum points: 70

(one separate e-mail; attachment password protected; The reference "LRPS-2020-9159680 International Institutional Consultancy for technical assistance to the Ministry of Interior for capacity building of frontline workers working with migrant, asylum seeking and refugee children and families on child protection standards, including GBV and PSEA, cross-sectoral cooperation and child access to quality health services" - technical proposal):

a) Portfolio of the organisation/institution/agency with examples of previous work on similar projects and clients in last 5 years, which should include:
   - Title/Designation of each team member on the project and their CVs
   - Experience in working on similar projects and assignment
b) Detailed description of the methodology and technical approach, quality assurance mechanism and risk mitigation measures put in place
c) Project implementation and work plan showing the detailed sequence and timeline for each activity and days necessary for each proposed team member
d) Completed Supplier Profile Form # which can be found here https://www.unicef.org/montenegro/SUPPLIER_PROFILE_FORM(4).doc along with the documents required in the form.

B) Financial proposal - Maximum points: 30

(one separate e-mail; attachment password protected; The reference "LRPS-2020-9159680-International Institutional Consultancy for technical assistance to the Ministry of Interior for capacity building of frontline workers working with migrant, asylum seeking and refugee children and families on child protection standards, including GBV and PSEA, cross-sectoral cooperation and child access to quality health services" - financial proposal):

a) Daily fee rates for each team member per deliverable, as well as total cost per professional based on number of working days included in the technical proposal.
b) Estimated reimbursable travel costs (all travel must be pre-approved by UNICEF and will be
Proposal form LRPS-2020-9159680 must be used when replying to this invitation. The reference "LRPS-2020-9159680 - "International Institutional Consultancy for technical assistance to the Ministry of Interior for capacity building of frontline workers working with migrant, asylum seeking and refugee children and families on child protection standards, including GBV and PSEA, cross-sectoral cooperation and child access to quality health services" must be indicated in the subject of the e-mails as indicated above.

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

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 hrs on August 11,2020. Proposals received after the stipulated date and time will be invalidated.

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

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

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

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

THE PROPOSAL WILL BE EVALUATED AGAINST THE FOLLOWING CRITERIA:

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

A) Technical evaluation - Maximum points: 70

- Professional profile - 30
- Proposed Methodology and Approach - 20
- Quality of Personnel and Suitability for the assignment - 20

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

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

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

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

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

1. MARKING AND RETURNING PROPOSALS

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

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

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

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

a) with incorrect (as applicable) postal address, email address or fax number;

b) received after the stipulated closing time and date;

c) failure to quote in the currency(ies) stated in the RFP(S);

d) in a different form than prescribed in the RFP(S).

1.5 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFP(S), paying particular attention to its schedules/Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service/services 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 case of a Public Opening is held, the invited proposers, or their authorized representative, may attend the public Proposal opening at the time, date and location specified in the RFP(S) documents.

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

4. AWARD NOTIFICATION

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

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

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

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

"Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or previously identified as confidential in writing when furnished in intangible form or disclosed orally, and includes information, the confidential or proprietary nature of which, or as 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 unexplained code that may have the consequence (whether by design or unintentionality) 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 impact UNICEF’s operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF or End Users to access the UNICEF Data.

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

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

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

1.2 These General Terms and Conditions of Contract, UNICEF’s Policy Prohibiting and Combating 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 Disclosures Policy referred to in the Contract, as well as any other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

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

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

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licences 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) in 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-confronting 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
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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. Unless the evaluation of the Services and Deliverables, or failure to undertake such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.

2.4 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, as 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 is assigned 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 (a) notify the UNICEF contracting authority at least fourteen (14) days in advance; and (b) 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.

(5) 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 Contact.

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 for their compliance with the terms and conditions of the Contact.

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 portion 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 Contractor identification number listed on the invoice page of the Contract; and (b) provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reimbursable expenses if any, in sufficient detail to permit UNICEF to verify the amounts stated in the invoice.

3.3 The Contractor authorizes UNICEF to deduct from the Contractor’s invoices any amount...
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repealing 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 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 uncorrected amount of the Contractor’s invoice within thirty (30) days of receipt of both the invoice and the required supporting documents, as referred to in Article 3.4 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 not accorded interest on payments withheld by UNICEF in connection with a dispute. Payment will not release 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 shall be made by transfer to the 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 invoices 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 to UNICEF to the Contractor under the Contract, any payment, indemnity, and other claim (including, without limitation, any overpayment made by UNICEF to the Contractor) owing by the Contractor to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Contractor prior notice before exercising this right of set-off (such notice being waived by the Contractor). UNICEF will promptly notify the Contractor after it has exercised such right of set-off, explaining the reasons for such set-off, provided, however, that the failure to give such notification will not affect the validity of such set-off.

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

4. Representations and Warranties; Indemnification; Insurance

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and (b) the Contractor will be in good standing in accordance with its terms; (c) the Contractor is not a party to any voluntary or involuntary liquidation or dissolution of the Contractor; (d) the Contractor will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to perform 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 limits 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 accepted by 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 written notice. The Contractor will have sole control of the defense, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defense 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 are 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 Contractor 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;
(ii) 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(4)(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 of 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

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 consist of 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 to, or, in the case of 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:

(ii) 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

(iv) 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 (i) 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 (ii) will give the relevant authority a copy of the request 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, at 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 licence 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, revision 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 fulfill 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.

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 Disability Code, and that UNICEF will not otherwise receive from the Contractor any Disability 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) remove and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of a Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of a Disabling Code; 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 data, as directed by UNICEF. End Users’ access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor’s implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF’s investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF’s reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

Service Providers and Sub-Contractors

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

End of Contract

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

(a) return to UNICEF all of UNICEF’s Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF’s option, destroy all copies of such information held by the Contractor or its subcontractors and confirm such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.11.

6. Termination; Force Majeure

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 arbitration 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 any on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, or (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 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 minimize losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated by either Party, the Contractor will 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-progress. 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 termination (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 any other act 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 organization 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 furnish
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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-contractors by the Contractor), it has disclosed to UNICEF any situations 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, Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organization or other international inter-governmental organization. The Contractor will immediately disclose to UNICEF if it or any of its Affiliates or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

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

7.5 The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and; (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website — www.unmkt.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 Organization’s Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilized 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 actual 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 exploitative or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

7.8 The Contractor will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the understandings 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 contracts 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, understandings 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 Contractor and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matter is 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 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 these utilizing 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 advisors, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing 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, 1966, 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 Contractor. 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.

9.4 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 record issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.
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10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or
provided pursuant to or in connection with the Contract, will be deemed to include, and will be
interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities;
Settlement of Disputes).

11. Other Provisions

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

11.2 The failure of any 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 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 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
considered 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
money 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
served against any money 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 purpose 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.