REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2020-9161130

02 September 2020

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

International Institutional Consultancy for PR and comms support services for UNICEF Montenegro
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

Date: 02.09.2020

Approved By: Kosa
Buskovic
Digitally signed by
Kosa Buskovic
Date: 2020.09.02
14:48:55 +02'00'

Date: ____________

Kosa Buskovic
REQUEST FOR PROPOSAL FOR SERVICES FORM

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

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

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

The Undersigned, having read the Terms and Conditions of RFPS No. LRPS-2020-9161130 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 _____
10  PR and comms support services

Terms of Reference

International Institutional Consultancy for PR and comms support services for UNICEF Montenegro

1. Background and context

Through external communication, UNICEF reinforces its position as a relevant, dynamic partner and a leader in child rights advocacy. It promotes evidence-based policies and interventions to improve the lives of the country's most vulnerable children, solutions to persistent bottlenecks in achieving child rights, and child-friendly social norms to combat stigma and discrimination.

For this purpose, UNICEF adopts strategies to mobilize the support of decision-makers, opinion leaders, partners, stakeholders and the public around action for children.

Appropriate communication tools to support public advocacy and communication include a range of print, mass and social media tools, partnership and capacity development, behaviour change communication, web-based materials, interpersonal communication, media events and participation of children and young people.

With a view to supporting external communication, UNICEF publicly invites all interested international consulting agencies to send applications for providing PR and comms support services. Knowledge of the local language and English is mandatory.

Throughout the 3-year (2020-2023) period (with a possible 2-year extension), the selected consulting agency will be contacted for different tasks depending on the needs of UNICEF Montenegro.

2. Purpose and Objective(s)

The purpose of the consultancy is to provide technical assistance for organizing effectively PR and external communication activities for UNICEF Montenegro as per the needs throughout 2020-2023.

3. Methodology and Technical Approach

The consulting agency will work closely the UNICEF Communication Officer, Social Media Officer, Communication Officer for Development Officer and UNICEF Communication Support Consultant.

A detailed work plan with time frame will be developed and agreed with UNICEF Communication Officer.

Each task will go through a process consisting of several rounds of consultations with UNICEF until final approval:

- The consulting agency provides all necessary human resources with adequate technical knowledge and skills for each task agreed with UNICEF Montenegro Country Office as soon as possible
- The consulting agency provides draft versions (at least 2) to UNICEF Montenegro for feedback until the final version is approved by UNICEF Montenegro within the deadlines agreed and in line with UNICEF instructions.

UNICEF will support the consulting agency with:

- Briefing and detailed explanation of the needs and tasks, deadlines and UNICEF standards
- UNICEF key messages
4. Activities and Tasks

The following activities would be required according to the needs of UNICEF Montenegro Country Office throughout the 3-year period (October 1, 2020 # October 1, 2023)

- Writing of key messages and Q&A in Montenegrin and English on particular child rights issues for different audiences based on UNICEF inputs (data, reports, publications, etc.) and within the agreed deadlines
- Writing of speeches/media statements/releases/interviews in Montenegrin and English based on UNICEF inputs (data, reports, publications, etc.) and within the agreed deadlines
- Writing of different kinds of contents/information for UNICEF Montenegro website in English and Montenegrin as needed
- Support for updating UNICEF Montenegro website and organizing its contents effectively in Montenegrin and English
- Preparation of social media editorials (key messages with photos/videos/animations/artwork or similar) in Montenegrin and English based on UNICEF inputs (data, reports, publications, audiences, key indicators, etc.)
- Design of social media posts and other comms materials (calendars, greeting cards, posters, reports, etc.) as needed
- Preparation of social media reports (weekly, monthly, etc.) in Montenegrin and English based on UNICEF instructions (agreed key indicators to be tracked like outreach, engagement, negative feedback, etc.)
- Support for preparation, implementation, monitoring and evaluation of social media advertising
  - Writing of screenplays/scripts on particular child rights issues for different audiences based on UNICEF inputs as needed
  - Production of TV commercials/short videos/animations/video games and similar based on approved scenarios by UNICEF
  - Support to events planning # preparation of an event scenario and comms materials needed
  - Support for design of promotional material and its production as needed
  - Production of communication strategies/action plans as needed

5. Key Deliverables and Timeframe

- PR and comms support activities and tasks organized for UNICEF Montenegro according to the needs and time schedule defined for each requested service throughout the 3-year period (October 1, 2020 # October 1, 2023)
- Detailed list of potential activities and tasks is included under Section 8. Evaluation of proposals related to financial part.

Duration: 36 months: October 1, 2020 # October 1, 2023 with possibility for extension for an additional 2-year period subject to satisfactory performance.

6. Management and Organisation

Management: The Contractor will be supervised by the UNICEF Communication Officer.

Organization: International institutional consultancy is required for this consultancy.

Schedule: This assignment will commence on October 1, 2020.

Payment schedule: The payments will be made upon successful completion of every single request defined as a
deliverables and submission of invoices.

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

7. Qualifications and Background

- At least 1 year of professional experience in providing PR and comms support in local language and English;
- Highly qualified team of experts in the various fields required for the job - CVs of team members and consultant-experts to be provided;
- Ability to produce requested material in harmony with UNICEF brand book;
  # Creativity, originality, punctuality, high level of organization and efficiency;
  # Ability to respond quickly and efficiently to UNICEF requests;
  # Previous cooperation with UNICEF is an asset.

8. Content of Proposals

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

Technical proposal should contain:

- Profile and portfolio of the consulting agency with information about previous experience with similar projects and clients # examples of similar work related to PR and comms support especially on human rights issues and for non-profit institutional communication;
- Structure of the team - qualifications and experience of team members # CVs of team members and consultant-experts should be included;
- Production lead time and ability to respond quickly to last minute requests;
- Reference contacts;
- Supplier Profile Form.

Financial Proposal should contain:

Separate prices related to the tasks described below:

1. Service description

Writer to support writing of key messages, Q&As, media statements/releases/interviews/speeches and contents for UNICEF Montenegro website in Montenegrin and English

Price in euros: fee per day

2. Service description

Social Media Expert to support production of social media editorials, reports and social advertising activities
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<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Price</th>
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<td>3. Service description</td>
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<td></td>
<td>Writer to support writing of screenplays/scripts on particular child rights issues for different audiences in different formats as needed (TV commercial, short social media video short animation, play, street performance, etc.) Price in euros: fee per day</td>
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<td>4. Service description</td>
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<td></td>
<td>Designer to support production of social media visuals/posts and other comms/promotional materials as needed</td>
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<td>5. Service description</td>
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<td>Events manager to support events planning # preparation of event scenario and comms materials needed, production of promotional materials as needed</td>
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<td>6. Service description</td>
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<td>Communication expert to support production of communication strategies/action plans as needed</td>
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<td>7. Service description</td>
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<td>Video production crew to support production of TV commercials/short videos as needed</td>
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<td>8. Service description</td>
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<td>Animation crew to support production of animations as needed</td>
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<td>Price in euros: fee per day</td>
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<td>9. Service description</td>
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<td></td>
<td>Journalist/writer/comms manager to support UNICEF Montenegro website updating with new info</td>
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Price in euros: fee per day

10. Service description

Comms coordinator to support organization of different
PR/comms tasks and their delivery on time to UNICEF

Price in euros: fee per day
9. Proposal Evaluation

THE PROPOSALS 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

- Relevant experience in similar type of work - 20
- Organisational and technical capacity of the applicant - 50

<table>
<thead>
<tr>
<th>Technical Proposal Evaluation Form</th>
<th>Max. Points</th>
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</thead>
<tbody>
<tr>
<td>1. Relevant experience in similar type of work</td>
<td>10</td>
</tr>
<tr>
<td>1.1 Number of customers, scope of work</td>
<td>10</td>
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<tr>
<td>1.2 Samples of previous work</td>
<td>10</td>
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<tr>
<td>2. Organisational and technical capacity of the applicant</td>
<td></td>
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<tr>
<td>2.1 Key personnel: Relevant experience and qualification of the proposed team and expert-consultants</td>
<td>30</td>
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<tr>
<td>2.2 Production lead time and ability to respond quickly to last minute animation requests</td>
<td>10</td>
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<tr>
<td>2.3 Client references</td>
<td>10</td>
</tr>
<tr>
<td>Total</td>
<td>70 points</td>
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</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Price</th>
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<tbody>
<tr>
<td>PR and comms support services</td>
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SPECIAL NOTES

September 2, 2020
REQUEST FOR PROPOSAL
LRPS 2020-9161130

UNITED NATIONS CHILDREN’S FUND

Wishes to invite interested companies to provide International Institutional Consultancy for PR and comms support services for UNICEF Montenegro. Terms of Reference for this assignment is incorporated in LRPS-2020-9161130 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

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

1. Relevant experience in similar type of work relevance;
2. Organisational and technical capacity of the applicant;

A) Technical proposal - Maximum points: 70
(one separate e-mail; attachment password protected; The reference "LRPS-2020-9161130 International Institutional Consultancy for PR and comms support services" technical proposal):

- Profile and portfolio of the consulting agency with information about previous experience with similar projects and clients # examples of similar work related to PR and comms support especially on human rights issues and for non-profit institutional communication;
- Structure of the team - qualifications and experience of team members # CVs of team members and consultant-experts should be included;
- Production lead time and ability to respond quickly to last minute requests;
- Reference contacts;
- Completed Supplier Profile Form which can be found here https://wcmsprod.unicef.org/montenegro/en/tenders (https://bit.ly/2lkbpZo) along with the documents required in the form.

B) Financial proposal - Maximum points: 30
(one separate e-mail; attachment password protected; The reference "LRPS-2020-9161130 International Institutional Consultancy for PR and comms support services" financial proposal):

- Separate prices per items/services as listed in the ToR which is integral part of this document.

LRPS - 2020-9161130 (filled out and signed)

IMPORTANT-ESSENTIAL INFORMATION

Proposal form LRPS-2020-9161130 must be used when replying to this invitation. The reference "LRPS-2020-9161130 International Institutional Consultancy for PR and comms support 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 14:00hrs CET on September 15, 2020. Proposals received after the stipulated date and time will be invalidated.

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

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

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

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

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

As a result of the solicitation process, a three-year LTA will be issued with possible extension of up to 24 months, provided supplier performance has been satisfactory and prices have been reviewed and found to be competitive at the time of extension. This will be a time-bound LTA.

Please note that UNICEF has right to enter into LTAs with more than one supplier and the right to split the award of contracts/purchase orders towards LTAs among the LTA holders if this is in UNICEF’s best interest. Therefore, the LTA entered into should be considered non-exclusive and does not constitute a commitment from UNICEF’s side to place any purchase order/contract towards the LTA/LTAs.

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.
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 schedule/Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service/goods need.

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable).

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:
   * Outer sealed envelope: Name of company [RFP(S) NO ] [NAME OF UNIT & UNICEF OFFICE ADDRESS]
   * Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number - technical proposal
   * Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFP(S) number - price proposal

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF PROPOSALS

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

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

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

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

4. AWARD NOTIFICATION

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

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)
Definitions and UNICEF Supply Website

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

"Affiliates" means, with respect to the Contractor, any of its corporate affiliates or subcontractors, 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 in the time of exchange between the Parties or properly identified as confidential in writing when furnished in tangible form or disclosed orally, and includes information, the confidential or proprietary nature of which, if or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

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

"Contractor" means the contractor named in the Contract.

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

"Disabling Code" means any virus, backdoor, trojan or other limiting module, instruction or design, or other malicious, illicit or similar unprotected code that may have the consequence (whether by design or unintentionally) of disabling, disabling, rendering untrustworthy 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, officials, contractors and other personnel and any other external entity collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.

"Fees" is defined in Article 3.1.

"Host Government" means a Government with which UNICEF has a program 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, program managers, project managers, regional auditors) to be hired for participation in the performance of the Contract; (ii) Personnel whose names 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 official, employees, agents, individual sub-contractors and other representatives.

"Security Breach" 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) shows that such breach or compromise may very likely compromise the security of UNICEF's Confidential Information or security or impair its operations. Security Breach includes any denial, threatened or reasonably suspected unauthorized access to, disclosure of, use of or disclosure of UNICEF Data (loss compromise 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 parts of the Contract.

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (i) 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 (ii) are collected by the Contractor in the performance of the Contract.

"UNICEF Supply Website" means UNICEF's public access website available at http://www.unicef.org/global/index粿nionnamericklicht.html, as may be updated from time to time.

1.2 These General Terms and Conditions, UNICEF's Policy and Procedures, and the UNICEF's Privacy Policy, and the UNICEF's Information Security Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has received and all such policies as of the effective date of the Contract.

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

Provision of Services and Deliverables

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

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

2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or fees 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 Fees 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 sixty (60) 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 another authorized by UNICEF to give instructions on the Contract) 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 on 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, damage, or depreciation of, the equipment and supplies beyond normal wear and tear.

Non-conforming Services and Consequences of Delay

2.6 If the Contractor determines it will be unable to provide the Services or deliver the Deliverables by the time stipulated in the Contract, the Contractor will (i) immediately notify UNICEF, and (ii) take necessary action to expedite delivery of the Services and/or Deliverables to 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 terminate the Contractor's performance under
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2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or deficient, without prejudice to any of the 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 defects 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, necessary as specified in the order;
(b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance;
(c) pursue all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional costs 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 cured within 15 days;
(e) require the Contractor to pay liquidated damages as set out in the Contract.

2.9 Further to Article 12.1 below, the Contractor expressly acknowledges that if UNICEF elects delivery of Services or Deliverables that have been delivered late or otherwise not in full conformance with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of any late or non-conforming 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 3 (Religious Standards) shall apply to the Contractor's Personnel as expressly stated in Article 7.
(b) The Contractor shall be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and shall 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 host laws and customs and conduct to a high standard of moral and ethical conduct.
(c) The qualifications of any Personnel when 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 may 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 Personnel becomes unavailable, for any reason, for work under the Contract, the Contractor will (1) notify the UNICEF contracting authority of the reason and (2) obtain and submit any substitution of key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the circumstances necessitating the proposed replacement and submit justification and qualifications of replacement Personnel in sufficient detail to permit evaluation of the impact on the engagement.

2.11 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.

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

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

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the contractor's portions of income tax, social security, health insurance, workmen's compensation, unemployment funds, pensions or any other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for, any 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 incurrence, cost or expense 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, in 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"), to be paid in accordance with the terms of the Contract. The Fee is payable in accordance with the terms of the Contract, without prejudice to or limiting the provisions of Article 3.2 below, all checks and other items imposed by any authority or entity must be irrevocably identified. It is understood and agreed that the Contractor will not respond any requests for 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 or work of any modifications or interpretations of the scope or work that have already been indicated between the Parties before the relevant Service or Deliverable is provided. UNICEF will not be liable for any work conducted or provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

3.2 The Contractor will invoice UNICEF only after the Contractor has provided the Services (including the Deliverables) in accordance with the Contract and to UNICEF's satisfaction. The Contractor will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the first 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
reinforcing 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 set out in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority ineludes 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 exemptions from, or refusal of amounts paid to, value-added taxes or duties of a similar nature.

3.4 UNICEF will notify the Contractor of any dispute or discrepancy in the cost or form of any invoice. With respect to disputes regarding any portion of such invoice, UNICEF will pay the Contractor the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Contractor will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been changed 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 fifteen (15) days after the final resolution of such dispute.

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

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

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

3.8 UNICEF will have the right to set-off, against any amount or amounts due and payable by UNICEF to the Contractor under the Contract, any payments, obligations or other claims (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, provided, however, that the failure to give such的通知s 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 the (0) years after the Contract terminates. UNICEF will be entitled to a refund from the Contractor of amounts such audit or audits determine were not in accordance with the Contract, representing all or any part of such payments (including but not limited to the services or functions 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 all its obligations under the Contract and the Contractor is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF is true, correct, accurate and not misleading; (c) it is financially solvent and is in a position to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform all its obligations under the Contract; (e) the work products and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary rights of any third party; and (f) except as otherwise expressly stated in the Contract, it has and will not enter into any agreement or arrangement that restricts or otherwise limits any person's rights to use, sell, license, or otherwise deal with any Deliverables or other work resulting from the Services. The Contractor will defend its indemnities with the fullest regard to the interests of UNICEF and will reimburse 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 (c) in accordance with the highest professional standards accorded to professionals providing similar services in a race industry; (d) with proper regard to the terms and conditions for the Contractor's own claims, and (e) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provisions 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 (i) each party (if any) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables, (ii) each Government or other entity (if any) that receives the direct benefit of the Services and Deliverables.

Indemnification

4.4 The Contractor will, to the extent required, 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 risks, claims, demands, losses and liability of any nature or kind, including claims, costs and expenses, by any third party arising out of the acts or omissions of the Contractor or its Personnel or Sub-contractors in the performance of this Contract. This provision will extend to but is not limited to (a) claims and liability in the matter 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 interests, patent, design, trade-secret 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 or licensed to UNICEF under the terms of the Contract or used by the Contractor, its Personnel or Sub-contractors in the performance of the Contract.

4.5 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor will have sole control of the 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 will be between the Contractor and UNICEF only if required by Governmental authorities.

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:

(b) insurance against all risks in respect of its property and any equipment used for the performance of the Contract.

4.7 General liability insurance against all risks in respect of the Contractor and claims arising out of the Contractor to an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract.
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(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

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

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

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

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

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 from, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expir 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-exist the performance by the Contractor of its obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a perpetual, non-exclusive, royalty-free license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

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

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party;

(i) 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

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

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

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

Data Protection and Security

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

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

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information and to the fullest extent possible, the Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, policies, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5.5 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 to any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconfigure any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.
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5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor’s discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor’s proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF’s data, as directed by UNICEF, Eiad Uzuras’ 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 remediate, 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 5.16.

6. Termination: Force Majeure

Termination by Either Party for Material Breach

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

Additional Termination Rights of UNICEF

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

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

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

(c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF’s reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF’s maturity applicable to the performance of the Contract or UNICEF’s funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) day’s written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Contractor will take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimise losses or prevent 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 unfilled 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 payments 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 or payment in accordance with this Article 6.6, but will remain liable to UNICEF for all loss or damage which may be suffered by UNICEF by reason of the Contractor’s default (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

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

Force Majeure

6.8 If one Party is rendered permanently usable, 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 war, acts of God (whether or not insured), work stoppage, revolution, insurrection, terrorism or any other acts of a similar nature or force. “Force majeure” does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payments 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 laws 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 conduct in a high standard of moral and ethical conduct.

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

(b) The Contractor represents and warrants that the following requirements with regard to former
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UNICEF officials have been complied with and will be complied with:

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

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

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

7.3 The Contractor further represents and warrants that neither it nor any of its Affiliates, 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, Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Contractor will, whether higher or lower, at its own cost, submit to UNICEF any inspection, audit or investigation related to any aspect of the Contract, including a review of the Contractor’s financial accountability.

7.5 The Contractor, during the term of the Contract, will provide at its own cost, a copy of all relevant financial records and information to UNICEF.

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 Contractor operates or operates, 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, and timely cooperate with any such inspections, post-payment audits or investigations, including but not limited to, making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions.

9. Privileges and Immunities; Settlement of Disputes

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

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

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

10.2 Any notice, document or receipt issued in connection with the Contract will 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 (Confidentiality; Settlement of Disputes).

11. Other Provisions

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

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

11.3 The Contractor will be considered as having the legal status of an independent contractor as regards UNICEF. Nothing contained in the Contract will be construed as making the Parties principal and agent or joint venturers.

11.4 The Contractor will not, without the prior written consent of UNICEF, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of the Contractor’s rights or obligations under the Contract.

11.5 No grant of time to the Contractor to cure a default under the Contract, nor any delay or failure by UNICEF to exercise any other right or remedy available to UNICEF under the Contract, will be deemed to prejudice any rights or remedies available to UNICEF under the Contract or constitute a waiver of any rights or remedies available to UNICEF under the Contract.

11.6 The Contractor will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.7 The Contractor will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Contractor and its Personnel and sub-contractors, the Contractor will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the prior written permission of UNICEF.

11.8 The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.

11.9 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Contractor will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorized 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.