REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2020-9162080

07 October 2020

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

International/national institutional consultancy to conduct research on knowledge, attitudes and practices in relation to early childhood development in 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: 07.10.2020

Approved By:

Kosa Buskovic

Digitally signed by
Kosa Buskovic
Date: 2020.10.07
10:41:29 +02'00'

Date: ________________
REQUEST FOR PROPOSAL FOR SERVICES FORM

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

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

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

The Undersigned, having read the Terms and Conditions of RFPS No. LRPS-2020-9162080 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 ECD research consultancy

Terms of Reference - International/national institutional consultancy to conduct research on knowledge, attitudes and practices in relation to early childhood development in Montenegro

1. Background and Context

The early childhood period encompasses several quite distinct phases: from conception to birth, and from birth to 3 years, with emphasis on the first 1,000 days (from conception to 24 months), followed by the pre-primary years (3 years to 5 or 6 years, or the age of school entry). Early childhood development is the continuous process of acquiring skills and abilities from conception to the age of school entry across the domains of cognition, language, motor, social and emotional development which help individuals to think, solve problems, communicate, express emotions and form relationships. It is also considered the foundation of health, learning, productivity, well-being and the foundation for future human capital formation. (Center on the Developing Child, Harvard University, #In Brief, The Science of Early Childhood Development#, accessed 1 June 2017. Also see García, Jorge Luis, et al., #The Life-cycle Benefits of an Influential Early Childhood Program#, Human Capital and Economic Opportunity Global Working Group, Working Paper 2, Chicago, December 2016, pp. 016#035.)

Globally, almost half of all children under the age of 5 years are at risk of not realizing their developmental potential (2 The Lancet, 2016. These data have been estimated using globally comparable metrics in low- and middle-income countries) as a result of the risks of poverty and poor nutrition and a lack of access to basic services and early learning opportunities. Exposed against these challenges is the invaluable evidence gained from advances in biological and behavioral sciences that show that a child’s development can be protected and promoted through simple actions and interventions in the earliest years of their life. ECD interventions can help narrow the wide gaps in outcomes and opportunities between children from different socioeconomic backgrounds, geographical locations and ethnic groups. ECD interventions can contribute to reducing the gender gap among caregivers, empowering women to take on formal, paid work by offering the support and flexibility of quality childcare and family-friendly policies. Typically, investments in early childhood are extremely low and countries that invest in children tend to do so in favor of older children missing thereby the most cost-effective window of opportunity for laying strong foundations for the future health, education and economic productivity of their citizens. The inclusion of early childhood development (ECD) in the Sustainable Development Goals (SDGs), represents a unique opportunity to galvanize efforts for the development and wellbeing of young children (3 UNICEF’s Program Guidance for Early Childhood Development, 2017)

ECD in Montenegro

The past two decades in Montenegro have been characterized by political stability, social and political reform and economic growth. Although Montenegro is an upper-middle-income economy and a candidate for accession to the European Union (EU), many inequalities remain, and child wellbeing is compromised by insufficient recognition of the importance of early child development. Underlying reasons include a broad spectrum of economic, social, cultural, as well as public policy challenges, all of which contribute to less than optimal parenting skills and limited preventative measures and opportunities that could enhance child development. Some key gaps in ECD are as follows:

- Only 20% of newborns are exclusively breastfed within the first 6 months (4MONSTAT and UNICEF, 2018 MICS, 2019). While 45% of children up to 5 years do not receive the minimum acceptable diet in order to reach optimal development (5 Ibid). These poor nutrition practices lead to poor health outcomes including stunting (7%) and overweight (7%) in children under 5, with disadvantaged children being most affected (e.g. 21% of Roma children are stunted) (6 Ibid).
- Montenegro struggles with low immunization coverage, particularly for some vaccines. Coverage rate for the first
dose of measles, mumps and rubella (MMR) decreased from 90% in 2010 to 42.1% in 2018 (7Institute for Public Health, Statistical Yearbook 2018).

- Almost one third of 3 # 6 years old children in Montenegro are not enrolled in kindergarten and do not have the opportunity to receive quality education and systemic care when it is most needed. In several municipalities in the North coverage by preschool education is still below 50% on average.
- 66 percent of children aged 1#14 years are subjected to at least one form of psychological or physical punishment by their parents or other adult household members (8MONSTAT and UNICEF, 2018 MICS, 2019).
- Children aged 3-9 are most affected, where four in ten are subjected to any physical punishment.
- One third of children in Montenegro (32%) live in income-poor households; 40% of children 0-17 are at risk of poverty or social exclusion and 18% of children live in households which experience severe material deprivation (9 MONSTAT, #Survey on Income and Living Conditions#, 2018).
- Children with disabilities remain one of the most socially excluded and deprived groups, especially if they are also affected by poverty. Children with disabilities are also over-represented in institutional care (60% of children in institutional care are with disabilities 10 UNICEF Montenegro data, from various administrative sources).

In partnership with the Government of Montenegro and the support of the European Union, UNICEF Montenegro is implementing #EU and UNICEF for Early Childhood Development in Montenegro# (2020-2023). One of the expected results of the Action is to raise awareness of the importance of child development at national level, in order to positively influence behaviours and stimulate demand for quality ECD services. Based on a baseline Knowledge, Attitudes, Practices (KAP) survey with caregivers, a communication strategy will be developed and implemented in partnership with the national and local authorities, civil sector and media. Its impact will be assessed, inter alia, through a second KAP survey at the end of the Action (in 2023). Furthermore, qualitative data on attitudes towards breastfeeding and preschool enrolment needs to be collected to feed into the activity related to capacity building of relevant professionals on promoting the importance of early childhood education and care and key ECD services.

A Consultancy (research) Agency is required for this assignment.

2. Purpose and Objective

The purpose of the consultancy is to contribute to raising awareness of the importance of ECD at national level, and to inform a forthcoming communications strategy aimed at positively influencing behaviours and stimulating demand for quality ECD services.

The objectives of the consultancy are:

- To provide technical assistance in the design and implementation of a quantitative KAP survey in relation to ECD in Montenegro.
- To complement the above KAP survey by diving deeper into (a) breastfeeding practices in Montenegro (enablers and barriers to breastfeeding) and (b) preschool enrolment (motivation/concerns/obstacles for enrolling children) using qualitative research methods.

3. Methodology and Technical Approach

A quantitative KAP survey needs to be conducted and be complemented by a deeper dive into breastfeeding and preschool enrolment using qualitative research methods (focus groups and/or in-depth interviews).

The quantitative survey should provide detailed information on the knowledge, attitudes and practices of the general public in general, and parents in particular, in relation to different aspects of ECD and the use of ECD services. The survey questionnaire should cover ECD as a whole (as a concept) and all relevant ECD domains:
health, nutrition, early childhood education and learning, responsive (positive) parenting, social and child protection, early intervention. The length of one interview should be up to 30 minutes hence the size of the questionnaire should be conceptualised accordingly. The questionnaire should allow for comparison of data with key indicators from previous KAPs, such as Montenegro’s 2009 ECD KAP, KAP on violence against children, and KAP on early childhood education and should draw on MICS 2018 findings. The KAP survey should be conducted on a nationally representative sample of mothers/primary caregivers of children younger than 6 years. The findings of the research should enable disaggregation, at minimum, by mother/other caregiver, urban/rural areas, north/centre/south of Montenegro, etc.

The complementary deeper dive should relate to:
- Breastfeeding, with the aim to provide information on influencers, enablers and barriers to breastfeeding, focusing on continued and exclusive breastfeeding. The methodology may include focus groups and/or in-depth interviews with those who practice breastfeeding (positive deviants) and those who do not, e.g. breastfeeding mothers and non-breastfeeding mothers, and family members and health professionals.
- Preschool enrolment, with the aim to provide information on parents’ motivation/concerns/obstacles (not only COVID-19-related) to enrol children in preschool. The methodology may comprise focus groups and/or in-depth interviews focusing on the north of Montenegro where kindergartens do not operate to full capacity.

The Consultancy Agency will ensure that the research process is in line with the UNICEF Procedure for Ethical Standards in Research, Evaluation, and Data Collection and Analysis. Special measures should be put in place to ensure that the assessment process is ethical and that participants in the survey process can freely express their opinion. The sources of information will be protected, and known only to the contracted Consultancy Agency. The Consultancy Agency has to ensure that it is clear to all subjects that their participation in the assessment is voluntary. All participants should be informed or advised of the context and purpose of the assessment, as well as the privacy and confidentiality of discussions.

Consultants are required to clearly identify any potential ethical issue, as well as the processes for ethical review and oversight of the research/data collection process in their proposal. To ensure quality and accountability in the evidence generation process, especially when it involves children, UNICEF Country Office in Montenegro established an independent Ethical Review Committee in 2016, which reviews and approves research methodologies and final research reports, before their publication. The committee is multidisciplinary and multi-sectoral in composition. UNICEF Montenegro will submit the detailed research methodology as well as the research results (slide decks/research reports) to the aforementioned Ethical Review Committee for clearance.

4. Activities and Tasks

The following tasks need to be accomplished:

a) Qualitative survey:
- Design of the questionnaire for the baseline KAP survey based on the technical expertise of the Consultancy Agency and in line with instructions and feedback from UNICEF.
- Data collection for the KAP survey on a nationally representative sample.
- Data analysis.
- Producing a slide deck on the findings of the survey in English and Montenegrin.

b) Complementary deeper dive into breastfeeding using qualitative methods:
- Design of the methodology (incl. focus group/interview protocol) based on the technical expertise of the Consultancy Agency and in line with instructions and feedback from UNICEF.
- Data collection
- Data analysis
- Producing a report and additional slides to complement the above KAP slide deck with key findings in English
and Montenegro.

c) Complementary deeper dive into preschool enrolment using qualitative methods:
   - Design of the research (incl. focus group/interview protocol) based on the technical expertise of the Consultancy
   Agency and in line with instructions and feedback from UNICEF
   - Data collection
   - Data analysis
   - Producing a report and additional slides to complement the above KAP slide deck with key findings in English
   and Montenegro.

5. Deliverables and Timeframe

The following deliverables need to be produced by the following tentative deadlines.

  - First draft of the methodology incl. Questionnaire and Focus Group/Interview protocols, by 23 November 2020.
  - Final draft of the methodology incl. Questionnaire and Focus Group/Interview protocols based on received
    feedback and comments from the Ethical Review Board, by 3 December 2020.
  - Complete data set (data tables) and a draft slide deck in English or Montenegro (as agreed between UNICEF and
    the Consultancy Agency) on the results of the quantitative survey and draft reports from the complementary
    qualitative research submitted to UNICEF, by 11 January 2021.
  - Final slide decks and reports (as above) in English and Montenegro based on feedback received by UNICEF, by

6. Management and Organisation

Management: The consultants will work in close consultation and under the supervision of UNICEF Early Childhood
Development Officer.

The evaluation of the contractor(s)' performance will be based on:
   - Quality of produced outputs;
   - Compliance with the established timelines;
   - Responsibility and communication.

Organization: Institutional (international or national) consultancy is required for this consultancy.

Schedule: This assignment is expected to commence by 16 November 2020 and end on 31 January 2021.

7. Qualifications and Requirements

UNICEF is seeking proposals from experienced research institute, consultancy research agencies university
department and analysis centres with experience of working in and on Montenegro or South East Europe,
experience in ECD, and with focus on social policy, social statistics or similar.

The team leader must:
   - Hold an Master/PhD in social sciences;
   - Have extensive work experience in the production of similar studies including for different international agencies
     (especially UN);
   - Have outstanding skills in statistical analysis;
   - Have a very good knowledge of participatory research;
   - Have excellent analytical and writing skills in English and local language;
- Familiarity with UNICEF's mandate and goals is desirable;
- Cultural sensitivity.

The research team must:
- Have members with University Degrees in social sciences;
- Have a member who is an expert in early childhood development;
- Have a member who is a professional methodologist;
- Have relevant work experience in the production of similar studies including for different international agencies (especially UN), in the field of social development;
- Have very good skills in statistical analysis;
- Have very good analytical and writing skills in English and local language;
- Familiarity with UNICEF's mandate and goals is desirable;
- Cultural sensitivity.

8. Application procedure

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

i. Technical Proposal including:

a) Portfolio of the organisation/institution/agency with examples of previous work on similar projects and clients in the last 5 years (i.e. KAPs, particularly related to Early Childhood Development, enablers and barriers to breastfeeding, ECE enrolment)

b) Detailed description of the methodology and technical approach;

c) Tentative work plan with number of days and timeframe in line with the above deadlines for deliverables

d) Supplier Profile Form

ii. Financial Proposal (Budget) including:

a) Price for quantitative KAP survey on early childhood development.

b) Price for the complimentary qualitative research on breastfeeding enablers and barriers (in total and itemized per interview/focus group).

c) Price for the complimentary qualitative research on preschool enrolment (in total and itemized per interview/focus group).

The financial proposal shall indicate budget estimated in EUR.

9. Proposal Evaluation

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

The proposal will be evaluated as follows:

1) Technical components (total of 70 points)

- Professional profile - 10
- Proposed Methodology and Approach # 25
<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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<td>- Quality of Personnel and Suitability for the assignment - 35</td>
<td>Technical Proposal Evaluation Form Max. Points Obtainable</td>
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<tr>
<td>1 Professional profile</td>
<td>1.1 Evidence of experience in similar research, quantitative and qualitative</td>
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<tr>
<td>2 Proposed methodology and Approach</td>
<td>2.1 Quality of presented approach, methodology and work plan</td>
<td>25</td>
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<tr>
<td>3 Quality of Personnel and Suitability for the assignment</td>
<td>3.1 Experience in research methodology, data analysis and writing reports</td>
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<td></td>
<td>3.2 Technical expertise in the area of early childhood development</td>
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<tr>
<td>Total</td>
<td>70 points</td>
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2) Financial component (total of 30 points) (Financial offer will be reviewed only if Technical proposal meets minimum required quality standards)

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

10. Remarks

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

Consultancy fee
Proposals are invited based on these Terms of Reference.

Payment schedule
The payments will be made upon successful completion of the deliverables and submission of invoices.

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

<table>
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<tr>
<th>Item</th>
<th>Service Description</th>
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<th>Unit</th>
<th>Unit Price</th>
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SPECIAL NOTES

07 October 2020

REQUEST FOR PROPOSAL

LRPS-2020-9162080

UNITED NATIONS CHILDREN'S FUND

Wishes to invite interested companies to submit proposals for providing "International/national institutional consultancy to conduct research on knowledge, attitudes and practices in relation to early childhood development in Montenegro"

Terms of Reference for this assignment is incorporated in LRPS-2020-9162080 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-2020-9162080 International/national institutional consultancy to conduct research on knowledge, attitudes and practices in relation to early childhood development in Montenegro" - technical proposal):

a) Portfolio of the organisation/institution/agency with examples of previous work on similar projects and clients in the last 5 years (i.e. KAPs, particularly related to Early Childhood Development, enablers and barriers to breastfeeding, ECE enrolment)

b) Detailed description of the methodology and technical approach;

c) Tentative work plan with number of days and timeframe in line with the above deadlines for deliverables

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-2020-9162080 International/national institutional consultancy to conduct research on knowledge, attitudes and practices in relation to early childhood development in Montenegro" - financial proposal):

a) Price for quantitative KAP survey on early childhood development.

b) Price for the complimentary qualitative research on breastfeeding enablers and barriers (in total and itemized per interview/focus group).

c) Price for the complimentary qualitative research on preschool enrolment (in total and itemized per interview/focus group).

The financial proposal shall indicate budget estimated in EUR.

d) LRPS-2020-9162080 (filled out and signed).
IMPORTANT-ESSENTIAL INFORMATION

Proposal form LRPS-2020-9162080 must be used when replying to this invitation. The reference "LRPS-2020-9162080 International/national institutional consultancy to conduct research on knowledge, attitudes and practices in relation to early childhood development in Montenegro" must be indicated in the subject of the e-mails as indicated above.

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

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 16.00 hrs on October 26, 2020. Proposals received after the stipulated date and time will be invalidated.

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

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

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

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

THE PROPOSAL WILL BE EVALUATED AGAINST THE FOLLOWING CRITERIA:

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

1) Technical components (total of 70 points)

- Professional profile - 10
- Proposed Methodology and Approach # 25
- Quality of Personnel and Suitability for the assignment - 35

2) 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.
The UNICEF evaluation team will select the Proposal, which is of high quality, clear and meets the stated requirements and offers the best combination of technical and financial score.
INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

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

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

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:
  Name of company
  [RFP(S) NO.]
  [NAME OF UNIT & UNICEF OFFICE ADDRESS]

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF PROPOSALS

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

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

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

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

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 (Service)

Definitions and UNICEF Supply Website

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

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

"Confidential Information" means any information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in tangible form or disclosed orally, and includes information, the confidential or proprietary nature of which, is or should reasonably appear 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 the Contractor as part of the Services, as specified in the relevant section of the Contract.

"Disabling Code" means any virus, back door, device or other limiting routine, instruction or design, or other malicious, illicit or similar unauthorized code that may have the capability (whether by design or unintentionally) to disrupt, 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.

"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.

"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 systems, services, or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNICEF's Confidential Information or weaken or impair UNICEF's operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF to End Users to access the Services or Deliverables.

"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 and 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 https://www.unicef.org/supply/indexProcurement_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 Preventing the Protection and Safeguarding of Children, the UN Supplier Code of Conduct and the UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

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

Preparation of Services and Deliverables

2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the time for delivery of the Services and Deliverables, and to UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor will be responsible at its sole cost for providing all the necessary personnel, equipment, 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 fulfillments 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 time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and the time schedule under the Contract. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Contractor. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

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

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

Non-conforming Services and Consequences of Delay

2.6 If the Contractor determines that it will be unable to provide the Services or deliver the Deliverables by the date stipulated in the Contract, the Contractor will (i) immediately inform UNICEF of the Contractor's inability to perform 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 in a reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed status updates, costs to be charged and payments made by UNICEF or pending. Neither the evaluation of the Services and Deliverables, nor failure to undertake any such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.

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

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

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

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

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

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

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

Contractor’s Personnel and Sub-Contractors

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

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

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

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

(g) 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 employee or agent of UNICEF.

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

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

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

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

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer’s portion of income tax, insurance, social security, health insurance, worker’s compensation, retirement funds, severance and 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 Contractor; (b) any accident, negligence or misconduct of the Contractor’s Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor’s Personnel and sub-contractors; (e) any loss or damage of Personal and sub-contractors’ property, 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 Exemptions; 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 charged 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 constructed or materials provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

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

3.3 The Contractor authorizes UNICEF to deduct from the Contractor’s invoices any amount
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representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event the 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 ascertaining 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 invoices, UNICEF will pay the Contractor the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Contractor will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining amounts in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontested amount of the Contractor's invoices within thirty (30) days of receiving both the invoice and the required supporting documentation, as referred to in Article 3.3 above. The amount paid will reflect any discount(s) allowed under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

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

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

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

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Contractor of amounts such audits or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or omissions of UNICEF staff and 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 the Contract is a legal, valid and binding obligation, non-enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that transfers or waives any person's rights to sell, assign 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 to UNICEF in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in a same industry; (c) with priority equal to that given to the same or similar services for the Contractor's other clients; and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

4.3 The representations and warranties made by the Contractor in Articles 4.1 and 4.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and 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 will not be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

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

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 Contractor in its aggregate 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 limitation 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 (b)(iii) above, the insurance policies for the Contractor’s insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any arbitration 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 constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF’s Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Contractor that pre-existed the performance by the Contractor of its obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a 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 delivered to the Recipient. The Recipient will not disclose the Discloser’s Confidential Information to any other party:

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

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed to the Discloser by a third party without any obligation of confidentiality; (iii) is known to 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 presenting to any judicial or law enforcement process, before any such disclosure is made, the Contractor (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Contractor’s Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Contractor may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior written authorization of UNICEF, and will not the Contractor at any time use such information to private advantage.

Data Protection and Security

5.5 The Parties agree that, to the extent that, 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 right 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, to 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 in contract 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; provided that any such policies and descriptions provided by the Contractor will be treated as the Contractor’s Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF’s request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF’s express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNICEF’s other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) remove and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.
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5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF's and, as directed by UNICEF, End Users' access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, in 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 improve the same requirements relating to data protection and non-disclosure of Confidential Information, as are imposed upon the Contractor itself by this Article 5 of the Contract, on its service providers, subcontractors and other third parties and will remain responsible for compliance with such requirements by its service providers, subcontractors and other third parties.

End of Contract

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

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

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(g).

6. Termination; Force Majeure

6.1 Termination by Either Party for Material Breach

If one Party is in material breach of any of its obligations under the Contract, the other Party can give 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 consolation 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 stays 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 terms applicable to the performance of the Contractor 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 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 all unfunded 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-progress 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 Contractor-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 to UNICEF from 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 losses or damages which may be suffered by UNICEF by reason of the Contractor's default (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

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

Force Majeure

6.8 If the 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 set of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence (or intention) 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 in 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 7 above, the Contractor will be responsible for the professional and technical competence of its Personnel including its employees and work force, 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 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 benefits 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 consulted with and will be compliant 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 as the Contractor and the selection and awarding of sub-contracts by the Contractor), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Contractor further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System 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 sanction or temporary suspension described in Article 7.3 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.unsgm.org).

7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (i) 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 (ii) 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 sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with anyone 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 likewise 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 contract between UNICEF and the Contractor with immediate effect upon written notice to the Contractor; if (b) 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 (c) the Contractor or any of its Affiliates, or Personnel or

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

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

8. Full Cooperation With Audits and Investigations

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the contract (including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties’ performance of the Contract generally and including but not limited to the Contractor’s compliance with the provisions of Article 7 above).

8.2 The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor’s attorneys, accountants or other 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, 1946, or otherwise.

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

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to, the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be final and binding on both 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 as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. Notices

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

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

11. Other Provisions

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

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

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

11.4 The Contractor will not, without the prior written consent of UNICEF, assign, transfer, pledge or encumber any part of the Contract, or of any of its rights or obligations under the Contract.

11.5 No grace 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 other rights or remedies available to UNICEF under the Contract or constitute a waiver of any other 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 secured 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 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.