REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2021-9168992

05 August 2021

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

International institutional consultancy for development of Situational Analysis on Early Childhood interventions 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: 05/08/2021

Approved By:

Milan Jankovic

Date: 5/8/21
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-2021-9168992 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_____
<table>
<thead>
<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Dev of SitAn on ECI in MNE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Terms of Reference

International institutional consultancy for development of Situational Analysis on Early Childhood Interventions in Montenegro

Job title: International institutional consultancy for development of Situational Analysis on Early Childhood interventions in Montenegro
Duty Station: home based and in Podgorica, Montenegro
Type of Position: International (short-term)
Type of Assignment: Institutional Consultancy
Contract Duration: 1 October 2021 until 28 February 2022

1. Background and Context

The early childhood years are foundational for the development of all human beings and shape the trajectory of life. This is a period particularly important for children who are at risk of or experience developmental difficulties (1)(1). Developmental difficulty refers to a range of difficulties (which cause limitation of functioning and developing to full potential) experienced by infants and young children, including developmental delays in the areas of cognitive, language, social-emotional, behavioural and neuromotor development. The term is inclusive of developmental deviance, developmental delay, disorder or disability.

Evidence shows that adequate support during these years, when brain development is very intensive and neural plasticity is greater, can help children with developmental difficulties improve levels of functioning and achieve their innate potential (2)(2). WHO Developmental Difficulties in Early Childhood. Prevention, Early Identification, Assessment and Intervention in Low- and Middle-Income Countries. Review, 2012).

It can also help prevent or ameliorate the impact of environmental risk factors, including extreme poverty, neglect and violence, that are known to adversely affect child development and increase the likelihood for developmental difficulties. In the longer run, early support can significantly improve quality of life of the child and his/her family and promote inclusion.

During the past decades, globally, efforts have intensified to strengthen and expand support to children with developmental difficulties and their families/caregivers. Early Childhood Intervention (ECI) systems and services have emerged as an important policy area to promote the development of infants and young children who are at risk of or are experiencing developmental difficulties and support the realization of their rights in accordance with the Convention on the Rights of the Child and the Convention on the Rights of Persons with Disabilities. ECI services and systems differ across countries in terms of their theoretical foundations, primary goals, organization, scope and practitioners involved. However, over the past decades there has been a significant shift in the understanding on how child development during the first years of life can be enhanced, which also informed a change in the philosophy and principles of ECI practice.

Contemporary ECI practice builds on the understanding that family interaction patterns are critical for child outcomes (3)(3). Global Survey of Services for Inclusive Early Childhood Development and Early Childhood Intervention, accessed at the https://edcan.org/assetse.

Thus, services are more family-centered rather than child-centered, aiming to provide parents and other significant adults in the child's life (like early years teachers, other caregivers) with skills, knowledge and confidence necessary for meeting the needs of the child and for providing everyday opportunities that promote learning and development (4)(4). Guralnik, M. Why Early Intervention Works: A Systems Perspective in Infants Young Child. 2011
Data on the prevalence and types of developmental difficulties and disabilities among children 0-6 years of age across the Europe and Central Asia region is limited. Even if available, it does not capture the true scope of the phenomenon due to methodological issues related to various approaches to measuring developmental difficulties and data collection. Data related to developmental difficulties among children 0-2 years is particularly lacking. However, the estimated prevalence of developmental difficulties during early childhood is considered high in all countries (5).WHO DDEC Review, 2012). International evidence based on countries with comparable context suggests that the share of children with developmental difficulties in ECA region may be 12-17%.

The Analysis of cross sector support to children with disabilities in Montenegro (2020) showed that Early Childhood Intervention services are outdated and medical model based and not well coordinated, leading to either duplication of services and inefficiencies or gaps whereby the most vulnerable children tend to fall through the cracks. The authors state: The intervention and referral system still predominantly rely on a medical model of disability, which negatively affects the full inclusion of children with disabilities, as well as a holistic and integrated approach in service provision to children with disabilities. This significantly impacts the type of services and benefits that are recommended to children, following the results of such an assessment. Further, there are inequities, as follows: "The child’s access to early detection, intervention and rehabilitation still depends on the child’s place of living, type of disability and the resources of the family. The availability of services for children with disabilities is still limited in number, but also in diversity and geographical coverage. The service provision delivered in rural or remote, isolated areas for children with disabilities is another situation where coordination between sectors is lagging behind. The quality of services is not yet comparable with European principles and standards. Many types of services are in the early stages of development. Support services for the transition periods are limited. Finally, as regards coordination, "professionals from the primary healthcare centers, counselling centers, day care centers and the ones from the resource centers are insufficiently connected, even though all these institutions provide adapted interventions in education, as well as rehabilitation services for children with severe disabilities in health, education and social and child protection. This points to a major issue on clarifications of the specific roles of these institutions, as well as of the professionals working in them (whose roles overlap) to ensure a solid foundation for complementarity and coordination" (6). PluriConsult (2020), "Analysis of the cross-sector system support for children with disabilities in Montenegro". UNICEF and the Government of Montenegro, available at: https://www.unicef.org/montenegro/izvjestaj/analiza-multisektorskog-odgovora-na-potrebe-djece-sa-smetnjama-u-razvoju-u-cmnoj-gori.

When it comes to the prevalence of and support services for children with developmental difficulties, delays and children exposed to multiple risk factors, data in Montenegro is even more scarce.

The Early Childhood Intervention Situation Analysis, i.e. ECI SitAn will provide additional empirical evidence for the above and map available services and identify gaps in service provision. It will be extremely useful for advocacy and capacity building aimed at shifting paradigms related to child development monitoring, screening and ECI and for piloting a new ECI approach as part of the ongoing "EU and UNICEF for Early Childhood Development in Montenegro" Action (August 2020 # July 2023).

The ECI SitAn is part of EU funded "Regional Project to mitigate the impact of COVID-19 on the lives of children and families in the Western Balkans and Turkey"(2021 - 2022). UNICEF Regional Office for Europe and Central Asia (ECARO) has prepared the methodology for the ECI Situation analysis (SitAn) and will support its operationalization across IPA beneficiaries (in Montenegro, North Macedonia and Kosovo). Hence, UNICEF Montenegro seeks to hire an international institutional consultancy to serve as the country research team for Montenegro that will conduct a comprehensive national ECI SitAn of the ECI system and its programs and services to support Montenegro in this area.

2. Purpose and Objective
The purpose of this consultancy is to generate evidence on existing ECI approaches and services in Montenegro as well as recommendations for improving ECI systems and services to better support children with developmental difficulties, including disabilities, in Montenegro.

The objectives of this consultancy are to: 1) conduct a comprehensive national-level Situation Analysis of the ECI system and its programs and services in Montenegro; 2) generate reliable evidence on existing national strengths and capacities, salient needs, and opportunities to establish and further support contemporary and sustainable programs for ECI for children aged 0-6 years, with emphasis on the birth to three period, who are at risk of or have developmental difficulties, including disabilities; and 3) make recommendations regarding next steps for building, strengthening, improving, expanding, and financially supporting the national ECI system and its programs.

More specifically, the analysis aims to:
- Generate data on the existing arrangements for children at risk of or with developmental difficulties aged 0-6 years by applying UNICEF ECA Regional methodology for situational analysis of ECI.
- Analyze existing ECI frameworks and references in multisectoral and sectoral policies, plans and legislation, with a particular focus on the education, health and social protection sectors, that may provide a legal basis for an ECI system as well as identify current gaps in existing strategic planning and legislation.
- Analyze the status and needs of children, parents, legal guardians, and caregivers targeted by the ECI system and its services, including low-income populations of children and their families and Roma and other minority groups, and identify gaps in data availability, children and families most in need of ECI services, barriers to accessing services, and current program coverage in urban and rural areas and other remote areas.
- Analyze the capacities of existing sectoral funding and support services of all types as well as service arrangements for delivering integrated, multi-sectoral and interdisciplinary family-centered ECI systems, including: 1) community outreach; 2) developmental screening and hospital/physician surveillance and monitoring for the identification of children with developmental difficulties; 3) provision of family-centered, multi-sectoral ECI services in terms of types of programs, availability, access, utilization, financing, etc.; 4) provision of developmental assessments, eligibility decisions, individualized preschool education and individualized family service plans; 5) case management and effective referrals to other complementary services (in country and abroad); and 6) transition planning and activities to ensure entry into inclusive early childhood and primary education services.
- Identify existing human resources for the provision of ECI services, including managers, supervisors, professionals, paraprofessionals and skilled volunteers, and analyze program needs for additional personnel.
- Identify and assess existing resources for pre- and in-service training, personnel and performance standards, licensing/certification, career ladders or lattices, salary scales, personnel training plans, and other human resource needs.
- Analyze the current budgets and expenditures of national ministries and agencies, and regional and municipal governmental support for ECI services as well as all sources of financing for selected ECI programs in relation to their funding needs and modalities for ensuring the sustainability of ECI services.
- Analyze and identify potentially promising programs and practices for scale up, scope of services within those ECI programs, their coverage in terms of child and family characteristics, human resource capacities, needs for training and support, and gaps in current services.
- Offer evidence-based recommendations regarding needs for: 1) strengthening the ECI policy environment; 2) using key entry points for the establishment or strengthening of the organization and coordination of the ECI system in relation to country context and needs; 3) improving and expanding ECI programs; 4) allocating and expanding human resources; 5) planning for providing sufficient high-quality pre- and in-service training; and 6) expanding and diversifying financial support for managing and expanding ECI programs.

3. Methodology and Technical Approach

A Methodological Guide for Conducting National Situation Analyses on ECI is developed by UNICEF Regional Office for Europe and Central Asia (ECARO) to guide work at national level (referred to as Regional Methodological Guide). The Regional Methodological Guide provides detailed information about the ECI field, explanations of all
methodologies and scope of research and analysis, including suggested sampling and types of respondents, generic instruments for surveys, interviews, and focus groups, and a recommended process for implementing the Situation Analysis. It outlines also potential ethical considerations and mitigation strategies. The Guide is flexible and can be easily adapted to the specific national context.

UNICEF ECARO consultant will present the methodological guide to each of the three country research teams in early October 2021. Furthermore, the UNICEF ECARO consultant will provide technical support to country research teams during autumn 2021 (approximately one day per month being allocated to each country). Finally, the UNICEF ECARO consultant will review the final manuscript (final report of the situation analysis).

UNICEF Country Office in Montenegro will also establish a national reference group of experts from relevant ministries, institutions providing ECI and associations of parents of children with disabilities. The reference group will oversee the research and provide guidance to the country research team as needed.

As regards methodological approaches, the methodology features a “mixed methods approach” to data collection for conducting an in-depth and comprehensive Situation Analysis. Both primary and secondary data sources will be used. A literature review will be conducted first, followed by field activities to gather new quantitative data (surveys as well as administrative and financial data) and qualitative data (high-level interviews and focus group discussions).

The study will utilize to the maximum extent possible online data collection methods (surveys among directors, ECI practitioners and ECI service users). Remote interviews may also be considered depending on the epidemiological situation.

It is expected that work is mostly done remotely, except for interviews and focus groups which should be conducted in Montenegro.

All deliverables should be produced in English. UNICEF Montenegro will arrange for translation and interpretation services.

Meetings will be scheduled by the country research team with the support of the National Early Childhood Development and Health Consultant who will be assisting in logistical and other related matters of the assignment.

4. Activities and Tasks

The international institutional consultancy agency (e.g. country research team) will be responsible for:

- Literature Review. A thorough desk review should focus on reviewing available data sources, legal frameworks that include relevant legislations, national strategies and policies and other relevant documents identified during the inception stage. The literature review should include analyses of current child and family status and needs, strengths and needs of ECI programs, human resource strengths and requirements, and available and needed training resources. The desk review should include an initial review of ECI finances and costs, as per objectives listed above. Any existing studies/documents on current ECI or related services (community-based rehabilitation, center-based or hospital-based rehabilitation or habilitation, private (be they formal or informal) therapy services, day care services for children with disabilities, organizations of persons with disabilities, parent associations, ECI or ECD coalitions, networks or associations, if any) should also be reviewed.
- Refining the design of the study based on the Regional Methodological Guide in accordance with the national context, including scope, sample size, methods, data collection tools.
- Mapping Online Survey of All Existing National ECI Programs. ECI program directors will provide key program information for all identified ECI services in the country. They will provide data that will describe their scope, key program elements, types of populations served, developmental screening and assessment instruments used, and other elements.
- Online Survey among ECI Personnel. A survey of a sample of ECI personnel will be conducted to learn about
their training, the activities they conduct, and their needs for additional support. This survey will complement focus group discussions with key ECI personnel. The sample will include at least 3 members of ECI service personnel in each identified ECI or ECI-like program.
- Online Survey of ECI Beneficiaries. A sample of ECI program beneficiaries, including parents, legal guardians or regular caregivers of children enrolled in ECI programs will be conducted regarding their needs, barriers to service access, participation in program activities, concerns regarding their children, and recommendations for ECI services. This survey will complement focus group discussions conducted with key ECI personnel.
- High-Level Interviews. Structured interviews will be conducted with selected leaders at national, regional and local levels from health, education and social protection systems to learn about their ideas regarding needs for ECI services and to secure their recommendations for improving and expanding ECI programs. Approximately 10 interviews will be conducted.
- Focus Groups of ECI Personnel. A structured questionnaire will be provided for holding focus group discussions with selected ECI personnel. It will address their training, the types of activities they conduct, their requests for additional support, and other topics. A total of 6 Focus Groups for ECI Beneficiaries might be held, such as: 2 rural, 2 medium-sized towns and 2 urban sites (a total of 6).
- Focus Groups of ECI users. A structured discussion guide will be used to identify the experiences of parents, legal guardians and caregivers in accessing ECI services, their preferences regarding types of services, recommendations for ECI programs, and other topics.
- Cost and Finance Sub-Study. This sub-study will include 1) a cost study of 3 or 4 selected major types of ECI programs, if possible, urban and rural programs located in different regions, including a program cost and finance survey and interviews of program directors or managers to secure additional comments and data, and 2) a government finance and expenditure study conducted at the national ministerial or agency level, and in 3 to 4 municipalities.
- Mapping of the screening and assessment tools used in the country.
- Preparation of a report with analysis of the existing arrangements in line with the Regional Methodological Guide for ECI situational analysis and recommendations for strengthening the national ECI programs and systems. Presentation of the results to national stakeholders (esp. the national Reference Group).

5. Deliverables and Timeframe

Under the supervision of the Early Childhood Development Officer, with support from relevant health and education CO staff including National Early Childhood Development and Health Consultant, and with guidance from the ECARO consultant, the international institutional consultancy is expected to provide the key deliverables of the consultancy with the tentative breakdown of working days and tentative deadlines as outlined below:

Task: Inception report

The Inception report should be developed based on the ECA Regional methodological Guide for ECI situational analysis, but adapted to reflect the national context.
- Introduction containing a short description of the purpose of the Situational analysis; emerging issues that have arisen during the inception phase (if applicable);
- Basic elements in the opening pages (acronyms, table of contents, commissioning organization) and key activities undertaken for its preparation
- Context and description of the object of the study
- Purpose, objectives and intended use of the study
<table>
<thead>
<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- Detailed conceptual framework and methodology for the Situational analysis based on the ECA Regional Methodology for ECI Situational analysis, describing ethical considerations.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Limitations of the methodology, along with mitigation strategies.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Proposed composition of the team and work plan, with specific description of the role of each member of the consultancy team.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Translated and adapted data collection tools to be used by local researchers (as Annex) based on the tools included in the ECA Regional Methodology for ECI Situational analysis.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Prepare a comprehensive logistical plan for conducting the Situation Analysis</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deliverable: Inception report finalized Maximum 7 days.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deadline:</td>
<td>By 10 October 2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Task: Desk review</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Ensure the inclusion of the current legal ECI framework based on relevant national policies, strategies, legislation, ECI program guidelines and procedures, service, personnel and performance standards, if available</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Provide existing information on current financial budgetary allocations and expenditures for ECI services.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deliverable: Completion of first draft of the report resulting from the literature review Maximum 10 days</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deadline:</td>
<td>By 20 October 2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Task: Quantitative primary data collection and reporting: Mapping Online Survey of existing ECI services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Identification of existing ECI services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Online survey of ECI programme directors.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Data Analyses, Interpretations of Findings and report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deliverable: List of ECI services finalized Survey completed, data analysed and report prepared Maximum 10 days, including preparation, data analysis and report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deadline:</td>
<td>By 31 October 2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Task: Additional quantitative primary data collection and reporting: Online Surveys of ECI personnel and ECI beneficiaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Online survey of sample of relevant ECI service personnel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Online survey of sample of ECI beneficiaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Data Analyses, Interpretations of Findings and preparation of a report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deliverable: Survey data collection finalized, and report prepared Maximum 10 days for analysis and report preparation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deadline:</td>
<td>By 5 November 2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Task:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualitative primary data collection and reporting:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- High-level interviews of selected leaders at national, regional and municipal levels</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Focus group discussions with samples of ECI personnel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Focus group discussions of ECI beneficiaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Data Analyses, Interpretations of Findings and report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deliverable: Qualitative data collection finalized, and report prepared Maximum 30 days</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Deadline: By 13 December 2021

Task:

Cost and finance sub-study
- Literature review of ECI finance and other support
- Cost and finance survey of selected urban and rural ECI programs
- Interviews of the managers of the same selected programs regarding their survey responses and recommendations

Deliverable: Cost and finance sub-study data collected, analysed, and report finalized Maximum 5 days
Deadline: By 13 December 2021

Task:

Assessment tools
- Analysis of the assessment tools utilized for the identification of developmental difficulties

Deliverable: List of assessment tools finalized Maximum 1 day
Deadline: By 13 December 2021

Task:

Draft National ECI Situation Analysis, executive summary, infographic and PowerPoint presentation
- Preparation of first drafts and review by Country and Regional Office and then national Reference Group.

Deliverable: Draft National ECI Situation Analysis submitted Maximum 12 days
Deadline: By 23 December 2021

Task:

Final National ECI Situation Analysis, executive summary, infographic and PowerPoint presentation
- Finalization of the final draft and other items for robust dissemination and ECI policy advocacy and communications

Deliverable: Final National ECI Situation Analysis submitted Maximum 3 days
Task: By 25 February 2022

The Contractor will be engaged for the period from 1 October 2021 until 28 February 2022 for approximately 88 days in total.

Ethical considerations:
The ECI Situation Analysis will be conducted in full accordance with the following international and regional guidelines for research ethics and methods, as well as personal data protection issues:
- UNICEF Procedures for Ethical Standards in Research, Evaluation, Data Collection and Analysis
- UNICEF Strategic Guidance Note on Institutionalizing Ethical Practice for UNICEF Research
- General Data Protection Regulation (GDPR), a regional law of the European Union (EU) requiring institutions to protect personal data and the privacy of EU citizens inside and outside of the EU.
The study design will have to take into consideration how ethical concerns shall be addressed to avoid stigma, discrimination, any form of harm to children and their parents, protection of confidentiality, protection of rights, ensuring the dignity and welfare of all respondents. Eligible proposals will need to explicitly consider ethical issues that may arise as well as appropriate mitigation strategies (in accordance with UNICEF Procedure for Ethical Standards in Research, Evaluations and Data Collection and Analysis, Core Procedures). Under these guidelines and in line with the ECA Regional Methodology for ECI Situational analysis the consultant will need to articulate and address potential ethical issues such as informed consent, privacy and confidentiality and harms and benefits in their proposal. Further guidance on key ethical issues will be provided in the ECA Regional Methodological Guide for ECI Situational analysis.

6. Travel:

In-country travel within the contract duration is required for the purpose of the conduct of interviews and focus groups which will be conducted face-to-face, subject to epidemiological situation. The national member(s) of the team should be in charge of data collection as indicated in below sections. Other activities are expected to be conducted remotely # online.

7. Management and organization

Management: The consultancy will be supervised by Early Childhood Development Officer in UNICEF Country Office in Montenegro.

Organization: International Institutional Consultancy is required, meeting the criteria described below.

Schedule: This assignment will commence on 1 October 2021.

8. Qualifications and requirements

The international consultancy team (e.g. country research team) is preferably composed of an international expert who would lead the Situation Analysis and one or more national researchers.

The international expert would lead the Situation Analysis, lead the team, manage the research, conduct the analysis of findings and write the report and possibly conduct high level interviews.

National researcher(s) would manage, facilitate and transcribe focus groups and interviews, apply cost and finance tools and survey selected programmes, analyse and interpret quantitative data.

The international expert shall have the following qualifications:
- Advanced academic degree in early childhood education, social sciences, special needs education, early childhood intervention for children with developmental difficulties, psychology, public health; or another relevant subject.
- Extensive knowledge and expertise in the field of early childhood intervention for the children with developmental difficulties, ECI systems and evidence-based, family-centered ECI practice.
- Proven knowledge and expertise in conducting research and studies related to early childhood development, early childhood intervention, child rights, children with disabilities or other relevant area.
- Experience in guiding national situation analyses of ECI and/or ECD systems and programs
- Excellent inter-personal relations and consulting skills.
- Strong analytical thinking and strategic planning skills.
- Negotiation, facilitation, diplomacy and team working skills.
- Ability to work in a multi-disciplinary team and establish harmonious and effective working relationships.
- Fluent in English.
- Familiarity with the Western Balkans Region, previous involvement with UNICEF, and knowledge of the local language will be considered as assets.

The national researcher(s) should have the following qualifications:
- University degree in social sciences,
- Solid experience in research methods (qualitative and quantitative), data analysis and costing,
- Familiarity with child rights/children with disabilities/child development,
- Be flexible, respectful and open to learning about new approaches,
- The national team member(s) should be fluent in local language as all interviews and focus group discussions will take place in the local language.

If the national member(s) have previously worked with UN/UNICEF, they should have a positive output evaluation.

9. 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 organization/institution/agency with examples of previous work on similar projects and clients in the last 5 years (research on early childhood intervention for the children with developmental difficulties, ECI systems and evidence-based, family-centered ECI practice)
b) Title/designation of each team member including their CVs;
c) Description of the methodology and technical approach in response to the above outline;
d) Tentative work plan with the number of days and timeframe (deadlines) in line with the above deliverables;
e) Supplier Profile Form.

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

The financial proposal shall indicate budget estimated in EUR or USD.

10. 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 # 30
   - Quality of Personnel and Suitability for the assignment - 30

Technical Proposal Evaluation Form Max. Points Obtainable

1 Professional profile
   1.1Evidence of experience in similar research and analyses 15

2 Proposed methodology and Approach
<table>
<thead>
<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Quality of presented approach, methodology and work plan</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Quality of Personnel and Suitability for the assignment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Technical expertise and experience in early childhood intervention for the children with developmental difficulties, ECI systems and evidence-based, family-centered ECI practice</td>
<td></td>
<td></td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Technical expertise and experience in guiding national situation analyses</td>
<td></td>
<td></td>
<td>15</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>70 points</td>
</tr>
</tbody>
</table>

2) Financial component (total of 30 points) (7 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.

11. Remark:

- 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 authorized 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.

12. 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, as follows:
- Finalization of Inception report, Desk review, Quantitative primary data collection and reporting: Mapping Online Survey of existing ECI services, and Additional quantitative primary data collection and reporting: Online Surveys of
<table>
<thead>
<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ECI personnel and ECI beneficiaries - 40%;</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualitative primary data collection and reporting, Cost and finance sub-study,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Assessment tools, and National ECI Situation Analysis/executive summary, infographic</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and PowerPoint presentation # 60%.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Recourse</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UNICEF reserves the right to withhold all or a portion of payment if performance is</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>unsatisfactory, if work/outputs is incomplete, not delivered or for failure to meet</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>deadlines.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dev of SitAn on ECI in MNE</td>
<td>1</td>
<td>PU</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
August 5, 2021
REQUEST FOR PROPOSAL
LRPS 2021-9168992

UNITED NATIONS CHILDREN’S FUND

Wishes to invite interested companies to provide International institutional consultancy for development of Situational Analysis on Early Childhood interventions in Montenegro.

Terms of Reference for this assignment is incorporated in LRPS 2021-9168992 and make integral part of it.

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

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

A) Technical proposal - Maximum points: 70

(one separate e-mail; attachment password protected; The reference "LRPS 2021-9168992 International institutional consultancy for development of Situational Analysis on Early Childhood interventions in Montenegro" - technical proposal):

a) Portfolio of the organization/institution/agency with examples of previous work on similar projects and clients in the last 5 years (research on early childhood intervention for the children with developmental difficulties, ECI systems and evidence-based, family-centered ECI practice)
b) Title/designation of each team member including their CVs;
c) Description of the methodology and technical approach in response to the above outline;
d) Tentative work plan with the number of days and timeframe (deadlines) in line with the above deliverables;
e) Supplier Profile Form.

B) Financial proposal - Maximum points: 30

(one separate e-mail; attachment password protected; The reference "LRPS 2021-9168992 International institutional consultancy for development of Situational Analysis on Early Childhood interventions in Montenegro" - financial proposal):

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

LRPS 2021-9168992 (filled out and signed)

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

IMPORTANT-ESSENTIAL INFORMATION
Proposal form LRPS 2021-9168992 must be used when replying to this invitation. The reference "LRPS 2021-9168992 International institutional consultancy for development of Situational Analysis on Early Childhood interventions in Montenegro" must be indicated in the subject of the e-mails as indicated above.

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

Proposals must be received by 14:00hrs CET on August 23, 2021. Proposals received after the stipulated date and time will be invalidated.

UNICEF is part of the United Nations Global Market place (UNGM). Accordingly, all bidders are encouraged to become a UNICEF vendor by creating vendor profile in the UNGM website: www.ungm.org
Due to the nature of this LRPS, there will be no public opening of proposals.

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

In accordance with UNICEF Rules and Regulations the award and the reasons for making the award are UNICEF's internal decision and information about other bidders or their bids must not be divulged.
The invitation for submission of proposals does not obligate signing of the contract with bidders, nor does it assume the obligation to pay the costs of preparing the bids. UNICEF accepts no responsibility for undelivered proposals and will not accept proposals after the closing date and time.
INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

1.4 Proposers should note that Proposals received in the following manner will be invalidated:
   a) with incorrect (as applicable) postal address, email address or fax number;
   b) received after the stipulated closing time and date;
   c) failure to quote in the currency(ies) stated in the RFP(S);
   d) in a different form than prescribed in the RFP(S).

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 The Proposal must be sent for the attention of unit/team and address as specified in this RFP/RFP(S). 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

REQUEST FOR PROPOSAL FOR SERVICES
LRPS-2021-9168992

Page 17 of 25
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($) advising product/service, awarded supplier and total value of award.
ANNEX A
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

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

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

"Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in tangible form or disclosed orally, and includes information, the confidential or proprietary nature of which, is or should be reasonably apparent from the lateral 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-arm 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, timer or other limiting routine, instruction or design, or other malicious, illicit or unauthorized code that may have the capability (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNICEF information system or network.

"End User" means, in the event that the Services or Deliverables involve the use of any information systems, any and all UNICEF employees, consultants and other personnel and any other 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 programmatic development cooperation, and includes a Government of a country in which UNICEF provides humanitarian assistance.

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

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

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

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

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

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

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

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

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

Provision of Services and Deliverables

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

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel 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 at time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including to the Fee and the time tolerable 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 provisions of the Contract.

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

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

Non-conforming Services and Consequences of Delay

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

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor’s performance under
ANNEX A
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

Contractor’s Personnel and Sub-Contractors

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

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

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

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

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

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

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

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

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

2.12 The Contractor confirms that it has read UNICEF’s Policy on Conduct Protecting the Promotion 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 ensure 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, wages, rules and regulations associated with the payment of the employer’s portion of income tax, insurance, social security, health insurance, worker’s compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any actions, omissions, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor’s Personnel and sub-contractors’ personnel; or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor’s Personnel and sub-contractors’ personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 2.14.

3. Fee; Invoicing; Tax Exemption; Payment Terms

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

3.2 The Contractor will issue invoices to UNICEF only after the Contractor has provided the Services (or components of the Services) and delivered the Deliverables (or installation 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 authorises UNICEF to deduct from the Contractor’s invoices any amount...
representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to accruing UNICEF's exemption from, or refund of amounts paid in, value-added taxes or taxes of a similar nature.

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

3.5 UNICEF will pay the unaccrued amount of the Contractor's invoices within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 5.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waive or void any of UNICEF's rights with regard to, the Contractor's performance.

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

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

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

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorized agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Contractor of amounts such audit or audits determine were 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 other personnel).

4. Representations and Warranties; Indemnification; Insurance

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restricts or restricts any person's rights to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

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

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

Indemnification

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

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

Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

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

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

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

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

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

(d) Except with regard to the insurance referred to in paragraph (iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) be in an amount equal to UNICEF as an additional insured; (ii) be issued by one of the insurers listed under Article 4.6(b); 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 Intellectual Property and Other Proprietary Rights

(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 of termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Contractor that pre-existed the performance by the Contractor of its obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a perpetual, non-exclusive, royalty-free license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF's request, the Contractor will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to, or, in the case, 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 is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information as any other party:

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

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

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

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

Data Protection and Security

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

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

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfill its obligations under this Article 5.7; provided that any such policies and description provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may assess the effectiveness of those 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 Disking Code, and that UNICEF will not otherwise receive from the Contractor any Disking Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disking 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 Disking Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disking Code; and (c) as needed, re-implement the Services.
ANNEX A
GENERAL TERMS AND CONDITIONS

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) in relevant, remove 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, under response to any Security Incident. If the Contractor fails to resolve, to UNICEF’s reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

5.10 The Contractor will impose the same requirements relating to data protection and non-disclosure of Confidential Information, as are imposed upon the Contractor itself by this Article 5 of the Contract, on its service providers, sub-contractors 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’s 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 5.10.

6. Termination; Force Majeure

Termination by either Party for Material Breach

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

Additional Termination Rights of UNICEF

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

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

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

5.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Contractor will take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimize losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-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 Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF’s Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

6.6 If the Contract is terminated by either Party no payment will be due from UNICEF to the Contractor except for Services and Deliverables provided to UNICEF’s satisfaction in accordance with the Contract, but only if such Services and Deliverables were required or requested before the Contractor’s receipt of the notice of termination or, in the case of termination by the Contractor, the effective date of such termination. The Contractor will have no claim for any further payment beyond payments in accordance with this Article 6.6, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Contractor’s default (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

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

Force Majeure

6.8 If one Party in good faith permanently unable, wholly or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. “Force majeure” means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature as force. “Force majeure” does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party ought reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payments required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability or (d) any event resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF’s humanitarian, emergency, or similar response operations.

7. Ethical Standards

7.1 Without limiting the generality of Article 2 above, the Contractors will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

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

(b) The Contractor represents and warrants that the following requirements with regard to former
ANNEX A
GENERAL TERMS AND CONDITIONS

UNICEF officials have been compelled with and will be compelled 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 persons to UNICEF, about any matters that were within such former official’s responsibilities while at UNICEF.

(c) The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Contractor and the selection and awarding of subcontractors 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 such sanction or temporary suspension during the term of the Contract.

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

7.5 The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, rates 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.unsps.org).

7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice or conduct that is in violation of the United Nations Code of Conduct, including Article 32, or the International Labour Organization’s Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of any 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 or either by anyone including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for the termination charges or any other liability of any kind.

7.8 The Contractor will abide by UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and commitments 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.

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, and according to such other procedures as may be agreed between the Parties. Any dispute, controversy or difference between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred to either Party 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. 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-Basin 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 person(s) 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 address’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 incompatibility, the terms and conditions of the Contract will prevail.
ANNEX A
GENERAL TERMS AND CONDITIONS

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

11. Other Provisions

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

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

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

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

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

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

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

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

11.10 The provisions of Articles 2, 14, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2 and 11.7 will survive
provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the
Contract.