REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2020-9156756 10 March 2020

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to invite you to submit a proposal for

A CREATIVE AGENCY TO PRODUCE FIVE SHORT FILMS ON DIGITAL SAFETY

SUPPLY UNIT
UNICEF Nepal Country Office
P.O.Box 1187
UN House, Pulchowk
Lalitpur, Nepal

IMPORTANT - ESSENTIAL INFORMATION

The RFPs reference must be shown on the envelope containing the offer.

BID FORM AND SCHEDULE(S) MUST BE USED WHEN REPLYING TO THIS INVITATION.
You are welcome to enclose your own additional details etc., if necessary. However, failure to
complete the attached form or failure to complete the details as requested will result in
invalidation.

Offers MUST be received by latest 1600 Hrs (Nepal Time) on 20 March 2020. RFPs received
after the stipulated date and time will be INVALIDATED.

RFPs WILL ONLY BE ACCEPTED IN THE LOCAL CURRENCY (NEPALESE RUPEES)
STATED FOR COMPANIES REGISTRAETED IN NEPAL AND (USD) FOR INTERNATIONAL
COMPANIES. IN THE ENCLOSURES TO THIS INVITATION. ANY OFFER RECEIVED IN ANY
OTHER CURRENCY OTHER THAN WILL BE INVALIDATED.
This request for proposal for services has been:

Prepared by:  

Durga Thapa Magar  
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)  
Email: dtmagar@unicef.org  

Approved by:  

Andisheh Ghazieh  

Date: 10/3/2020  

Date: 10/3/2020
REQUEST FOR PROPOSAL FOR SERVICES FORM

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

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

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

The Undersigned, having read the Terms and Conditions of RFPS No. LRPS-2020-9156756 set out in the attached document, hereby offers to execute the services specified in this document.

Signature: __________________________
Date: __________________________

Name & Title: __________________________
Company: __________________________
Postal Address: __________________________

Tel No: __________________________
Fax No: __________________________
E-mail Address: __________________________
Currency of Proposal: __________________________
Validity of Proposal: __________________________

Please indicate which of the following Payment Terms are offered by you:
10 Days 3.0%____ 15 Days 2.5%____ 20 Days 2.0%____ 30 Days Net____ Other____
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<td>Creative Agency to create short films</td>
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**A CREATIVE AGENCY TO PRODUCE FIVE SHORT FILMS ON DIGITAL SAFETY**

Please find the attached terms of reference (TOR) herewith.

Creative Agency to create short films  

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SPECIAL NOTES

1. REQUEST FOR INFORMATION

1.1 Any queries or request for information related to this RFP should be sent in writing to NepalSupply@unicef.org not later than 72 Hrs prior to the closing date of the RFP.

2. ERRORS IN OFFERS

2.1 Proposers are expected to examine all requirements and instructions pertaining to the Bid. Failure to do so will be at the Proposers own risk.

3. CORRECTIONS

3.1 Erasures or other corrections in the Proposal must be explained and the signature of the Bidder shown alongside.

4. MODIFICATION AND WITHDRAWAL

4.1 All changes to a Proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Proposal, or state the changes from the original Proposal.

4.2 Proposals may be withdrawn on written letter or email request received from Bidders prior to the opening time and date. Negligence on the part of the Bidder confers no right for the withdrawal of the Proposal after it has been opened.

5. VALIDITY OF PROPOSALS

5.1 Proposals should be valid for a period of not less than 180 days after the RFP closing date. Bidders are requested to indicate the validity period of their Proposal, as UNICEF may award additional contracts against the lowest acceptable proposal if requests for identical services are received during the Proposal validity period. UNICEF may also request the validity period to be extended.

6. RIGHTS OF UNICEF

6.1 UNICEF reserves the right to INVALIDATE any Proposal for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Proposal.

6.2 UNICEF reserves the right to INVALIDATE any Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.

7. EVALUATION OF PROPOSALS

7.1 Following closure of the RFP, proposals will be evaluated by a UNICEF evaluation team to assess their merits. The evaluation will be restricted to the contents of the technical and financial proposals.

7.2 A two stage procedure will be utilized in evaluating proposals. First the Technical Proposals will be evaluated using the technical criteria and scoring as shown in the TOR. A proposal must meet the predefined minimum score for it to be considered further. The financial proposals will only be opened for the proposals that score above the predefined minimum score as shown in the TOR.

8. AWARD/ADJUDICATION OF PROPOSALS

8.1 The final selection of the most responsive proposals will be based on the best proposal overall, in terms of technical score and price. UNICEF reserves the right to make multiple
arrangements for any goods/services where, in the opinion of UNICEF, the lowest acceptable Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF's best interest to do so.

9. RFP TERMS AND CONDITIONS
9.1 This RFP and any responses thereto, shall be the property of UNICEF. In submitting a proposal, the bidder acknowledges that UNICEF reserves the right to:

(a) Visit and inspect the bidder's premises;
(b) Contact any/all referees provided;
(c) Request additional supporting or supplementary information;
(d) Arrange interviews with the proposed project team/consultants;
(e) Reject any/all of the proposals submitted;
(f) Accept any proposals in whole or in part;
(g) Negotiate with the most favorable bidder;
(h) Award contracts to more than 1 bidder, as UNICEF considers being in its best interests.

9.2 Bidders shall bear all costs associated with the preparation and submission of proposals, and UNICEF shall not be responsible for these costs, irrespective of the outcome of the bidding process.

9.3 Proposal should be exclusive of VAT. VAT will be added in final invoice when claim for the payment.

9.4 A proposed schedule of payments, all of which must be expressed and will be affected in NPR for companies registered in Nepal and USD for international companies.
INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

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

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF PROPOSALS

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

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

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

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

4. AWARD NOTIFICATION

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

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

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

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

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

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

"Contractor" means the contractor named in the Contract.

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

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

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

"Fees" is defined in Article 3.1.

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

"Key Personnel" are personnel identified in the proposal as key individuals (as minimum partners, managers, senior auditors) to be assigned for participation in the performance of the Contract.

"Personnel" means any and all UNICEF employees, consultants and other personnel and any other external users collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.

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

"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 sections of the Contract.

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

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

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

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

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

2.4 The Contractor will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Contractor) in connection with the provision of the Services or development 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 contact 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 6.5 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 stay 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, and 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, cause 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 may, at its option:
(a) by written notice, require the Contractor, at the Contractor’s expense, to remedy this performance gap within the cure period specified in Article 6.1 or if the breach is not curable, within the cure period specified in Article 6.1 or if the breach.
(b) give written notice to terminate the Contract for breach, in accordance with Article 6.5 below, if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not curable.
(c) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance.
(d) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor, at the Contractor’s expense, to reimburse UNICEF for any additional costs beyond the balance of the Fee for such Services and Deliverables.
(e) exercise its right of offset against any sums otherwise due to the Contractor under the Contract.

2.9 Further to Article 2.5 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 to perform work under the Contract and will select Personnel capable and competent individuals who will be able to efficiently 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 with whom the Contractor may assign or request to assign to perform any obligations under the Contract will be determined by the Contractor in question (and) at least fifteen (15) days in advance.
(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 such request. Within seven (7) working days of receiving UNICEF’s request, the Contractor will provide a statement of the circumstances necessitating the proposed replacement and submit justification and qualifications of replacement Personnel in sufficient detail to permit evaluation of the impact of the engagement.

2.11 The Contractor will obtain prior written approval and clearance of UNICEF for all modifications to Deliverables in progress on any requirement or deliverable to ensure that the Deliverables meet the standards of quality, performance and durability specified in 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 subcontract will not be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

2.12 The Contractor confirms that it has read UNICEF’s Policy on Conduct Promoting the Protection and Safeguarding of Children. The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to prevent, monitor and respond to 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 responsible and liable for all Services performed by its Personnel and sub-contractors and for 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, taxes, rules and regulations associated with the payment of the employer’s portion of income tax, insurance, social security, health insurance, worker’s compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor’s Personnel and sub-contractors’ personnel; (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor’s Personnel and sub-contractors’ personnel; (f) any losses or damages caused by any event other than the Contractor’s fault or personal injury or illness of the Contractor.

3 Fee: Invoicing, Tax Exemption, Payment Terms

3.1 The fee for the Services is the amount in the currency specified in the fee section of the Contract (the “Fee”), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.1 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 in the Fee after the Services or Deliverables have been provided and that the Fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to change the Fee for modifications or rework following the delivery of the Deliverables or if the Contractor has already been informed 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 instalments 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, including the Contract Identification number listed on the first page of the Contract; and (b) provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reimbursable expenses if any, in sufficient detail to permit UNICEF to verify the amounts stated in the invoice.

3.3 The Contractor authorizes UNICEF to deduct from the Contractor’s invoices any amount
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GENERAL TERMS AND CONDITIONS

repealing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported by the UNICEF's official use in accordance with the exemption from tax as in Article 8, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Contractor of any dispute or discrepancy in the costs or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Contractor the amount of undisputed portion in accordance with Article 3.3 below. UNICEF and the Contractor will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining amounts in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

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

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

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

3.8 UNICEF will have the right to set off, against any amounts or sums due and payable by UNICEF to the Contractor under the Contract, any payment, indemnity 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 pre-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 audits or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions 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, current, 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 performed 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, codes of ethics for professionals and generally accepted standards 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 of (or any) entity 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 benefits of the Services and Deliverables.

Indemnification

4.4 The Contractor will indemnify, hold and save harmless UNICEF, in its official capacity, employees, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables, and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patents, design, trade-name or trademark 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 defense, settlement and compromise of any such suit, proceeding, claims or demands except with respect to the assertion of defenses 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:

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

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

(iii) General liability insurance against all risks in respect of the Contractor and claims arising out of or in connection with the Contractor's performance under the Contract.
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(11) All appropriate workers' compensation and employer's liability insurance, or its equivalents, with respect to it, persons, and subcontractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract.

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

(a) The Contractor will maintain the insurance coverage referred to in Article 4.1 above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitation period with regard to claims against which the insurance is obtained.

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

(c) Except with regard to the insurance referred to in paragraph (12) above, the insurance policies for the Contractor's insurance required under this Article 4.1 will be (1) named UNICEF as an additional named insured in favor of the User against UNICEF, and (2) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellations or changes of coverage.

(d) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.1.

(e) Compliance with the insurance requirements of the Contract will not limit the Contractor's liability either under the Contract or otherwise.

3. Liability

4.7 The Contractor will pay UNICEF promptly for all lost, destruction or damage to UNICEF's property caused by the Contractor's personnel or subcontractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights: Data Protection; Confidentiality

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights existing in the United States prior to the Commencement Date, associated with the performance of the Contract and all improvements, additions, modifications, or replacements thereto, and/or other intellectual property or other proprietary rights and/or similar rights existing as of the date of the Contract, as well as any intellectual property or other proprietary rights and/or similar rights existing as of the date of the Contract, and/or other intellectual property or other proprietary rights and/or similar rights existing as of the date of the Contract, which may be developed, acquired, or licensed by the Contractor under the Contract for the sole benefit of UNICEF.

(b) UNICEF will not be required 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, to the extent 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 such purpose and in accordance with the terms and conditions of such license.

(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 UNICEF in compliance with the requirements of applicable law and of the Contract.

Confidentiality

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

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

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

3.1 If the Contractor receives a request for disclosure of UNICEF's Confidential Information pursuant to any legal or other relevant 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 return of the relevant document or to otherwise protect its interests, or to take such other action as may be appropriate, and (b) will not make any such disclosure or other statement to the relevant authority that requested disclosure. UNICEF may decline the Contractor's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Contractor may not communicate at any time to any other person, Governmental or other 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 to the Contractor 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, as to to any UNICEF Data or its content.

5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data protection standards and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidelines 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 procedures (such as administrative, technical, physical, procedural and security infrastructure, facilities, tools, technology, 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 access the effectiveness of these safeguards, controls and protective measures, and, at UNICEF's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) remove and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code, (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Code, and (c) as needed, re-implement the Services.
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5.9  In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor’s discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor’s proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF’s and, as directed by UNICEF, End Users’ access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor’s implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF’s investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF’s reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

Service Providers and Sub-Contractors

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

End of Contract

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

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

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.9(a).

6. Termination: Force Majeure

Termination by Either Party for Material Breach

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

Additional Termination Rights of UNICEF

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

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

(b) if the Contractor breaches any of the provisions of Articles 5.3-5.11 (Confidentiality; Data Protection and Security); or

(c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies for its declaration insolvent, or is declared insolvent, (ii) makes an assignment for the benefit of one or more of its creditors, (iii) has a receiver appointed on account of the insolvency of the Contractor, (iv) offers a settlement in lieu of bankruptcy or receivership or (v) 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 expiry (60) days written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and to do so to reduce expenses to a minimum, and will not undertake any further or additional obligations 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 loss or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-process, related specifically to the Contract. If UNICEF obtains the assistance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF’s Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

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

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

Force Majeure

6.8 If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be fifteen (15) days instead of thirty (30) days. "Force majeure" means any unforeseeable and unavoidable event arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional actions of a Party, (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payments required under the Contract, or any economic conditions, including but not limited to inflation, price escalation, or labor availability, or (d) any event resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF’s humanitarian, emergency, or similar response operations.

7. Ethical Standards

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

7.2 (a) The Contractor represents and warrants that it is official of UNICEF or of any United Nations System organisation has received from or on behalf of the Contractor, or will be offered by or on behalf of the Contractor, any direct or indirect benefit in connection with the Contract, including the award of the Contract to the Contractor. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

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

(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 without consulting, communicating with, or requesting to UNICEF, about any matters that were within such former official’s responsibilities while at UNICEF.

(ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly, solicit United Nations System organizations, other international or intergovernmental organizations, or represent the Contractor, about any matters that were within such former official’s responsibilities while at UNICEF.

The Contractor further represents and warrants that, with respect to any of its Affiliates, Personnel or directors, it is subject to any sanctions or temporary suspensions imposed by any United Nations System organization or other international intergovernmental organization. The Contractor will immediately disclose to UNICEF if it has any or if any of its Affiliates or Personnel or directors becomes subject to any such sanction or temporary suspension during the term of the Contract.

The Contractor will (a) observe the highest standards 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, coercive or obstructive conduct as such terms are defined in UNICEF’s Policy Prohibiting and Combating Fraud and Corruption.

The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website: www.unmng.org).

The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, of 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 person as a commodity or of any product or substance used in the manufacture of any person as a commodity.

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

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

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

UNICEF will be entitled, in its sole discretion and at its sole discretion, to suspend or terminate the Contract and any other contract between UNICEF and the Contractor with immediate effect upon written notice to the Contractor if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Contractor breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor’s Affiliates, or (ii) the Contractor or any of its Affiliates, Personnel or
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10.2 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

11. Other Provisions

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

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

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

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

11.5 No grant of time to the Contractor to cure a default under the Contract, nor any delay or failure by UNICEF to exercise any 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 remission available to UNICEF under the Contract.

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

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

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

11.9 No modifications or change in the Contract, and no waiver of any of its provisions, are any additional contractual relationship of any kind with the Contractor will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorized person of UNICEF.

11.10 The provisions of Articles 2.14, 3.6, 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.