REQUEST FOR PROPOSAL

LRFP-2020-9156211

17 February 2020

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

Request for Proposal (RFP) 2020/03-9156211 - Institutional Consultancy for Website Developer for Pacific Regional Council for Early Childhood Development (PRC4ECD).
THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By:

Christine CALO-OY
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : ccalooy@unicef.org

Verified By:

[Signature]
Narendra Wagley
BID FORM

BID FORM must be completed, signed and returned to UNICEF. Bid must be made in accordance with the instructions contained in this INVITATION.

TERMS AND CONDITIONS OF CONTRACT
Any Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

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

The Undersigned, having read the Terms and Conditions of INVITATION No. LRFP-2020-9156211 set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: ________________________
Date: ________________________

Name & Title: ________________________
Company: ________________________
Postal Address: ________________________
Tel No: ________________________
Fax No: ________________________
E-mail Address: ________________________
Validity of Offer: ________________________
Currency of Offer: ________________________

Please indicate after having read UNICEF Price & Discount stated in the Specific Terms and Conditions, 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 Trade Discounts__________________
<table>
<thead>
<tr>
<th>Item No</th>
<th>Item Description</th>
<th>Quantity/Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>00010</td>
<td>RFP2020-03</td>
<td>1 Perf. unit</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Request for Proposal (RFP) 2020/03-9156211 - Institutional Consultancy for Website Developer for Pacific Regional Council for Early Childhood Development (PRC4ECD).

Please find attached a detailed Terms of Reference.

IMPORTANT ESSENTIAL INFORMATION
Your offer comprising of a Technical Proposal and a Price Proposal, in two separate sealed envelopes referenced RFP 2020/03-9156211 should be received at the UNICEF Suva Office by latest on Friday, 28 February 2020 at 5:00 pm or this could be e-mailed to <pacificbids@unicef.org> and referenced in separate e-mails to RFP 2020/03-9156211/Technical and RFP 2020/03-9156211/Financial. Proposals received after the stipulated date and time will be invalidated. It is important that you read all of the provisions of the Request for Proposal, to ensure that you understand UNICEF#s requirements and can submit a bid in compliance with them. Note that failure to provide compliant proposals may result in invalidation of your proposal.

Should you have any queries, this should be addressed to the following by latest 5.00 pm on 21 February 2020:

Christine Calo-oy, Senior Supply Associate
E-mail: ccalooy@unicef.org

---

**Incoterms & Delivery Requested**

<table>
<thead>
<tr>
<th>Packing</th>
<th>Lead Time &amp; Related Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit: Dimension.........x...........x.............cm</td>
<td>Weight............kg</td>
</tr>
<tr>
<td>Total: Dimension.........x...........x.............cm</td>
<td>Weight............kg</td>
</tr>
</tbody>
</table>
1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidelines 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 submitted 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 where 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(UNGGM). 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 (Goods)

Definitions and UNICEF Supply Website

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

"Affiliates" means, with respect to the Supplier, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantive 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 nature, quality or characteristics of such information.

"Consortium" means the consortium designated in the Contract

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

"Goods" means the goods specified in the relevant section of the Contract.

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

"INCOTERMS" means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most recently issued at the effective date of the Contract. References in the Contract to trade terms (such as "FOB", "DAP" and "CIF") are references to those terms as defined by the INCOTERMS.

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

Supplier's "Personnel" means the Supplier's officials, employees, agents, individual subcontractors and other representatives.

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

"UNICEF Supply Website" means UNICEF's public access website available at https://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 Publishing and Constructing Fraud and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct, and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Supplier, are publicly available on the UNICEF Supply Website. The Supplier represents that it has reviewed all such policies as of the effective date of the Contract.

2. Delivery; Inspection; Risk of Loss

2.1 The Supplier will deliver the Goods to the Consignee at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERM or similar trade term expressly stated in the Contract as applicable to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Noncompliance with any INCOTERM, the Supplier will obtain any export licenses required for the Goods. The Supplier will ensure that UNICEF receives all necessary transport documents in a timely manner so as to enable UNICEF to title the delivery of the Goods in accordance with the requirements of the Contract. The Supplier will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Supplier) in connection with the supply and delivery of the Goods.

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes (if any) to the requirements for the Goods (such as packaging, packing and labeling requirements, shipping instructions or delivery dates of the Goods set out in the Contract). If UNICEF requests any material change to the requirements for the Goods, shipping instructions or delivery dates, UNICEF and the Supplier will negotiate any necessary changes to the Contract, including as to

Page 7 of 12
INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such INCOTERM or similar trade term or other express terms, the following provisions will apply: (a) the entire risk of loss, damage or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Contractor has been completed in accordance with the Contract; and (b) the Supplier will be liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract.

2.9 Unless otherwise expressly provided in the Contract, title to and in the Goods will pass from the Supplier to the Contractor upon delivery of the Goods in accordance with the applicable delivery terms and acceptance of the Goods in accordance with the Contract.

3. Price; Invoicing; Ten Exemption; Payment Terms

3.1 The price for the Goods is the amount specified in the price section of the Contract (the "Price"). It is understood that such amount is specified in United States dollars unless otherwise expressly provided for in the price section of the Contract. The Price includes the cost of packaging and packing the Goods in accordance with the requirements of the Contract and delivery in accordance with the applicable delivery terms. The Price is inclusive of all costs, expenses, charges or fees that the Supplier 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 Supplier will not request any change in the Price after delivery of the Goods by the Supplier and that the Price cannot be changed except by written agreement between the Parties before the Goods are delivered.

3.2 The Supplier will invoice UNICEF only after the Supplier has fulfilled the delivery terms of the Contract. The Supplier will invoice (a) on (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contractor identification number listed on the front page of the Contract; and (b) copies of the shipping documents and other supporting documentation as specified in the Contract.

3.3 The Supplier undertakes to invoice the Suppliers' 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 exception 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 these exemptions from taxes, restrictions, duties or charges, the Supplier will immediately consult with UNICEF to determine a reasonably acceptable procedure.

3.4 UNICEF will notify the Supplier of any dispute or discrepancy in the contract or form of any invoice. With respect to disputes regarding any portion of any invoice, UNICEF will pay the Supplier the amount of the disputed portion in accordance with Article 3.2 below. UNICEF and the Supplier 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 respect of which they appear and UNICEF will pay any agreed remaining amounts in the amount(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the undiscounted amount of the Supplier's invoice within thirty (30) days of receiving both the invoice and the shipping documents and other 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 Supplier will not be entitled to interest on any late payment or any sums payable under the Contract or no accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Supplier of its obligations under the Contract. Payment will not be deemed acceptance of the Goods or waiver of any rights with regard to the Goods.

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

3.7 The Supplier acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Supplier has not performed in accordance with the terms and conditions of the Contract, or if the Supplier 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 Supplier under the Contract, any payment, indemnity or other claim (including, without limitation, any repayment made by UNICEF to the Supplier) owing by the Supplier to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Supplier prior notice before exercising this right of set-off (such notice being waived by the Supplier). UNICEF will promptly notify the Supplier 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 auditors or by other authorized agents of UNICEF, as at any time during the term of the Contract and for three (3) years after the Contractor terminates. UNICEF will be entitled to a refund from the Supplier of any audit or audit costs were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the accuracy or inclusions of UNICEF staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

4.1 The Supplier represents and warrants that as of the effective date and throughout the term of the Contract: (a) it has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contractor is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) it is, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary; as applicable, to develop, source, manufacture and supply the Goods to UNICEF; (c) it will perform its obligations under the Contract; (d) all of the information concerning the Goods and the Supplier that it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, is true, correct, accurate and complete; (e) it is financially solvent and able to supply the Goods to UNICEF in accordance with the terms and conditions of the Contract; (f) the use or supply of the Goods does not and will not infringe any patent, design, trade-name or trade-mark; (g) it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with the Goods; and (h) the development, manufacture and supply of the Goods to the Contractor, and its use or disposal by the Contractor, will continue to be, in accordance with all applicable laws, rules and regulations. The Supplier 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 Supplier further represents and warrants that the Goods (including packaging) (a) conform to the quality, quantity and specifications for the Goods stated in the Contract (including, in the case of perishable or pharmaceutical products, the shelf life specified in the Contract); (b) conform in all respects to the technical documentation provided by the Supplier in respect of each Good and, if samples were provided to UNICEF prior to entering into the Goods, the Good does equal and comparable in all respects to such samples; (c) are new and factory-fresh; (d) are fit for the purpose for which goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF in the Contract; (e) are of consistent quality and free from faults and defects in design, manufacture, workmanship and material; (f) are free from all likely, actualities or other third party claims; and (g) are contained as packaged in accordance with the standards of export packaging for the type and quantities of the Goods specified in the Contract, and for the modes of transport of the Goods as specified in the Contract (including but not limited to, in a manner adequate to protect them in such modes of transport), and marked in a proper manner in accordance with the instructions stipulated in the Contract and applicable law.

4.3 The warranties provided in Article 4.2 will remain valid for the warranty period specified in the Contract; provided that (a) the warranty period for pharmaceutical goods or other perishable products will be no less than the shelf-life of those Goods specified in the Contract; and (b) if no warranty period or shelf-life is specified in the Contract, the warranties will remain valid from the date the Supplier signs the Contract until the twelve (12) months after fulfillment of the delivery terms or such later date as may be prescribed by law.

4.4 If the Supplier is not the original manufacturer of the Goods or any part of the Goods, the Supplier assigns to UNICEF (or, at UNICEF's instruction, the Government or other entity that receives the Goods) all manufacturers' warranties in addition to any other warranties under the Contract.

4.5 The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the Supplier's obligations in Articles 4.3 and 4.4 above are made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods; and (b) each Government or other entity that receives the Goods.
ANNEX A
GENERAL TERMS AND CONDITIONS

4.6 The Supplier will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to the purchase of the Goods and each Government or other entity that receives the Goods, from and against all suits, claims, demands, losses and liability of any nature or kind, including those costs and expenses, by a third party and arising out of the acts or omissions of the Supplier 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 patent, design, trade-name or trade-mark arising in connection with the Goods or other liability arising out of the use of protected inventories or designs, copyrighted material or other intellectual property provided or licensed to UNICEF under the Contract or used by the Supplier, its Personnel or sub-contractors in the performance of the Contract.

4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier will have sole control of the defense, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the assurance or defense of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which are between the Supplier and UNICEF, only UNICEF itself (or relevant governmental officials) 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

4.8 The Supplier will comply with the following insurance requirements:

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

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

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract (including, but not limited to, product liability insurance, in an adequate amount to cover all claims arising from or in connection with the Supplier's performance under the Contract. The Supplier's product liability insurance will cover the direct and indirect financial consequences of liability (including all costs, including replacement costs, related to recall campaigns) initiated by UNICEF or third parties as a result of or relating to the Goods;

(iii) All appropriate workers' compensation and employers' 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 Supplier.

(b) The Suppliers will maintain the insurance coverage referred to in Article 4.8(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 Supplier will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Supplier's insurance required under this Article 4.8 will: (i) name UNICEF as an additional insured; (ii) include a waiver by the assured of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellations or change of coverage.

(e) The Supplier will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.8.

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

Liability

4.9 The Supplier will pay UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Supplier's Personnel or sub-contractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights; 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 with regard to products, processes, inventions, ideas, know-how, data or documents and other materials ("Contract Materials") that (i) the Supplier develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or selected 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 Supplier under the Contract. The Supplier acknowledges and agrees that Contract Materials sometimes 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 or employees or terminations 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 Supplier that pre-existed the performance by the Supplier of its obligations under the Contract, or that the Supplier may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Supplier grants to UNICEF a perpetual 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 Supplier will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring (or, in the case, intellectual property referred to in paragraph (a) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is disclosed or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance 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 in its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party;

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

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

5.3 If the Supplier receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before such disclosure is made the Supplier (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 in advance advise the relevant authority that requested disclosure. UNICEF may disclose the Supplier's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Supplier 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 authorization of UNICEF, nor will the Supplier at any time use such information to private advantage.
ANNEX A
GENERAL TERMS AND CONDITIONS

End of Contract

5.3 Upon the expiry or earlier termination of the Contract, the Supplier will:
(a) return to UNICEF all of UNICEF’s Confidential Information and/or UNICEF’s options, destroy all copies of such information held by the Supplier or its sub-contractors and confirm such destruction to UNICEF in writing; and
(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(b).

6. Termination; Force Majeure

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give a written notice stating that within thirty (30) days of receiving such notice the breach must be remedied or such breach is incapable of remedy. If the breaching Party does not remedy the breach within the thirty (30) days’ period or if the breach is incapable 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 the 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 Supplier breaches any of the provisions of Articles 5.2-5.4 (Confidentiality); or
(c) if the Supplier (i) is adjudged bankrupt, or (ii) liquidated, or becomes insolvent, or applies for a moratorium or stays any payment or repayment obligations, or applies to be declared insolvent; (iii) is granted a moratorium or a stay, or is declared insolvent; (iv) makes an assignment for the benefit of one or more of its creditors; (v) has a receiver appointed on account of the insolvency of the Supplier; (vi) suffers a settlement in lieu of bankruptcy or receivership; or (vii) has become, in UNICEF’s reasonable judgment, subject to a moratorium adverse change in its financial condition that threatens to substantially affect the ability of the Supplier to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Articles 6.1 and 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Supplier in any case in which UNICEF’s standard 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 upon sixty (60) days’ written notice to the Supplier without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Supplier will immediately take steps to secure provision of the Goods in a prompt and orderly manner and to minimize costs and will seek instructions from UNICEF regarding Goods in transit fit for any and will not undertake any further or additional commitment as to and following the date it receives the termination notice. In addition, the Supplier will take any other action that may be necessary, or that UNICEF may direct in writing, for the minimization of losses and for the protection and preservation of any property (whether tangible or intangible) related to the Contract that is in the possession of the Supplier and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated, no payment will be due from UNICEF to the Supplier except for Goods delivered in accordance with the requirements of the Contract and only if such Goods were delivered, requested or otherwise provided prior to the Supplier’s receipt of notice of termination from UNICEF or, in the case of termination by the Supplier, the effective date of such termination. The Supplier will have no claim for any further payment beyond payments in accordance with this Article 6.5, but will remain liable to UNICEF for all losses or damages which may be suffered by UNICEF by reason of the Supplier’s default (including but not limited to cost of purchase and delivery of replacement or substitute goods).

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

Force Majeure

6.7 If one Party is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible event arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, assumption, terrorism or other acts of a similar nature or force. Force majeure does not include any event which is caused by the negligence or intentional action of a Party; (b) any event which is diligence party could reasonably be expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from harsh conditions or logistical challenges for the Supplier (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).
ANNEX A
GENERAL TERMS AND CONDITIONS

Convention on the Rights of the Child, including Article 32, or the International Labor Organization's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labor, No. 182 (1999), or (b) in the manufacture, sale, distribution, or use of any products of or components related to the manufacuture of any such persons.

7.7 The Supplier represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of any person by its Personnel, including its employees or other persons engaged by the Supplier, from engaging in any sexual activity, or other forms of abuse, that are exploitative of or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will enable UNICEF to terminate the Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind.

7.8 The Supplier will inform UNICEF as soon as it becomes aware of any incident or event that is in accordance with the undertakings and confirmations provided in this Article 7. This Article 7 constitutes an essential term of the Contract.

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

8. Full Cooperation with Auditor and investigations

8.1 From time to time, UNICEF may conduct investigations relating to any aspect of the Contract. UNICEF shall have the right to access the Supplier's premises, to check, examine, or test any records or documents relating to the performance of the Contract, to interview any person in connection with the performance of the Contract, and to examine any other aspect of the performance of the Contract. The Supplier shall provide all necessary assistance in connection with such investigations.

8.2 If any such investigations, post-payment audits or investigations, including but not limited to, investigations on the part of UNICEF, reveal any violation of any term of the Contract, then UNICEF may, at any time, in its discretion, require the Supplier to take all necessary steps to correct the violation.

9. Privileges and Incumbrances, Settlement of Disputes

9.1 Nothing in this Paragraph shall be construed as a limitation on the Supplier's right to bring any claim or action against any other person or entity in connection with the performance of the Contract. The Supplier shall be entitled to bring any such claim or action in any court of competent jurisdiction, and the Supplier shall be entitled to recover all costs and expenses incurred in connection with any such claim or action.

9.2 The terms of the Contract shall be interpreted and applied without application of any system of national or international law.

9.3 The Parties will use their best efforts to settle any dispute, controversy or claim arising out of, or relating to, the Contract. To this end, the Parties shall, at any time, exchange all relevant information and documentation in a timely manner, and shall cooperate in good faith to resolve any dispute, controversy or claim.

10. Notices

10.1 Any notice, request or other communication required or permitted to be given or made pursuant to the Contract shall be in writing, and addressed to the person(s) specified in the Contract for the delivery of notices, requests or other communications. Notices, requests or other communications shall be deemed to have been given if delivered personally or by registered mail, or by facsimile or electronic transmission, and the sender shall make a copy of each notice, request or other communication available to UNICEF.

11. Other Provisions

11.1 The Supplier acknowledges UNICEF's commitment to transparency and accountability outlined in UNICEF's Information Disclosure Policy and confirms that it understands the terms of the Contract. The Contract is governed by the laws of the United Nations, and any disputes arising from the Contract shall be resolved by arbitration in accordance with the rules of the United Nations Arbitration Rules.

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

11.3 The Supplier shall be considered as having the legal status of an independent contractor as regards UNICEF. Nothing contained in the Contract shall be construed as making the Parties principals and agents or joint venturers.

11.4 (a) Except as expressly provided in the Contract, the Supplier shall 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 of its obligations under the Contract.

11.5 In the event that the Supplier requires the services of sub-contractors to perform any obligations under the Contract, the Supplier shall notify UNICEF of this. The terms of any such subcontract shall 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.

11.6 The Supplier confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Supplier shall ensure that all Personnel understand the notification requirements set out in this Policy and will establish and maintain appropriate procedures to promote compliance with such requirements. The Supplier will further cooperate with UNICEF's implementation of this Policy.

11.7 The Supplier shall be fifty responsible and liable for all services performed by its Personnel and sub-contractors and the contractor with the terms and conditions of the Contract. The Supplier's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.
ANNEX A
GENERAL TERMS AND CONDITIONS

(9) Without limiting any other provision of the Contract, the Supplier will be fully responsible and liable for, and UNICEF will not be liable for: (i) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (ii) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (iii) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (iv) the safety and security of the Contractor’s Personnel and sub-contractors’ personnel; or (v) any costs, expenses, or claims associated with any illness, accident, 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 11.4(d).

11.5 The Supplier 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 Supplier’s rights or obligations under the Contract.

11.6 No grant of time to cure default under the Contract, nor any delay in taking or failure by a Party to exercise any other right or remedy available to it under the Contract, will be deemed to prejudice any right or remedies available to it under the Contract or constitute a waiver of any right or remedies available to it under the Contract.

11.7 The Supplier 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 cause the removal of any lien, attachment or other encumbrance that is asserted against any monies due or to become due under the Contract.

11.8 The Supplier will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a commercial 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 Supplier and its Personnel and sub-contractors, the Supplier 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 written permission of UNICEF.

11.9 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.

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

11.11 The provisions of Articles 2.8, 2.9, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2, 11.4(d), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.