

REQUEST FOR PROPOSAL FOR SERVICES

February 28th ,2022

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to invite you to submit a proposal for

LRPS-2022-9173244 Conducting a comprehensive Joint Education Needs Assessment (JENA) in conflict-affected areas in DRC

Offers should be sent by:

E-mail to: rdctenders@unicef.org

IMPORTANT – ESSENTIAL INFORMATION

The reference LRPS-2022-9173244 must be indicated in the offer in accordance with the instructions provided in this document. The Request for Proposal for Services (RFPS) Form on page 2 must be used when replying to this RFPS.

Offers must be received at the above E-mail **by latest 10:00 hours (GMT) on Thursday, March 22nd, 2022**. Offers received after the stipulated date and time will be invalidated.

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

Tenderers are invited to confirm their intention to participate by e-mail to rdcinfoprocurement@unicef.org to enable sharing any information/clarifications/amendment to tender documents. Clarifications will also be posted on the UNICEF DRC website at the following link: <https://www.unicef.org/drcongo/agir/devenir-fournisseur>,

UNICEF will not be held responsible for misplaced of submission that have not followed the instructions given

Maazou Yakaya

Contract Specialist

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 ***rdcinfoprocurement@unicef.org***, with specific reference to the RFPS number (see point 1.4)

The Undersigned, having read the Terms and Conditions of RFP No. **LRPS-2022-9173244** 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: 120 days

UNGM Number _____

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 ___

UNICEF SPECIAL TERMS AND CONDITIONS

1.0 PROCEDURES AND RULES

1.1 Organizational Background

UNICEF is the agency of the United Nations mandated to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to establish children's rights as international standards of behavior towards children. UNICEF's role is to mobilize political will and material resources to help countries ensure a "first call for children". UNICEF is committed to ensuring special protection for the most disadvantaged children.

1.1.1 UNICEF carries out its work through its headquarters in New York, 8 regional offices and 125 country offices world-wide. UNICEF also has a research center in Florence, a supply operation based in Copenhagen and offices in Tokyo and Brussels. UNICEF's 37 committees raise funds and spread awareness about the organizations mission and work.

1.2 Purpose of the Request for Proposal for Services (RFPS)

The purpose of this RFPS is to invite proposals for Conducting a comprehensive Joint Education Needs Assessment (JENA) in conflict-affected areas in DRC

1.3 Forecast Schedule

The schedule of the contractual process is as follows:

- a) Closing date and time for submission of full proposal: **March 22nd, 2022 at 10:00 (GMT)**
- b) Questions to be received **by March 11th, 2022 at 10:00 GMT.**

1.4 RFPS Change Policy

All requests for formal clarification or queries on this RFPS must be submitted in writing to Supply Unit via e-mail to rdcinfoprocurement@unicef.org. Please make sure that the e-mail mentions the RFPS reference number.

Only written inquiries will be entertained. Written response (including an explanation of the queries without identifying the sources) will be sent to all the bidders that have received the solicitation document and will also be published on Unicef website <https://www.unicef.org/drcongo/agir/devenir-fournisseur>,

Proposers are expected to examine all instructions pertaining to the work. Failure to do so will be at Proposer's own risk and disadvantage.

1.5 RFPS Response Format

The RFPS shall be responded in accordance with the Instruction to Proposers on the page 7-8 of this RFPS. **Proposals received in any other manner will be invalidated.**

Full proposals can be submitted in ENGLISH OR FRENCH and must be received no later than **10:00 (GMT) on March 22, 2022**

Offers delivered in a different form than prescribed in this RFPS, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected. Any delays encountered in the mail delivery will be at the risk of the Proposer.

All references to descriptive materials should be included in the appropriate response paragraph,

though the material/documents themselves may be provided as annexes to the proposal/response.

The Proposer must also provide sufficient information in the proposal to address each area of the Proposal Evaluation Criteria as presented in this document to allow the evaluation team to make a fair assessment of the candidates and their proposal.

1.6 Proposer's Response

1.6.1 Formal submission requirements

The formal submission requirements as outlined in this Request for Proposal for Services must be followed, e.g., regarding form and timing of submission, no price information in the technical proposal, etc.

1.6.2 Proposal Form

The scan copy of RFPS Form shall be completed, duly signed, and dated. The RFPS form must be submitted together with the proposal.

1.6.3 Mandatory criteria

All mandatory (i.e., must/have to/shall/will) criteria mentioned throughout this Request for Proposal for Services have to be addressed and met in your proposal.

1.6.4 Technical Proposal

The technical proposal should address all aspects and criteria outlined in this RFPS, especially in its statement of work, terms of reference and evaluation criteria of this RFPS. However, all these requirements represent a wish list from UNICEF. The Proposers are free to suggest/ propose any other solution. UNICEF welcomes new ideas and innovative approaches.

No price information should be contained in the technical proposal.

1.6.5 Price Proposal

The price proposal should be as per but not limited to the requirements contained in the statement of work and terms of reference of this RFPS.

1.7 Confidential Information

Information, which the Proposer considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will treat such information accordingly.

1.8 Rights of UNICEF

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF reserves the right to invalidate any Proposal received from a Proposer who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Proposer who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Proposer in preparing the response to this Request for Proposal. The Proposer agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal. Specifically, UNICEF reserves the right to:

- contact any or all references supplied by the Proposer(s).
- request additional supporting or supplementary data (from the Proposer(s));
- arrange interviews with the Proposer(s).
- reject any or all proposals submitted.
- accept any proposals in whole or in part.
- negotiate with the service provider(s) who has/have attained the best rating/ranking, i.e., the one(s) providing the overall best value proposal(s);
- Contract any number of candidates as required to achieve the overall evaluation objectives.

1.9 Proposal Opening

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

1.10 Proposal Evaluation

After the opening of proposals, each proposal will be assessed first on its technical merits and subsequently on its price. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the Contracting Centre where the financial evaluation will be done of proposals that have reached the minimum technical score required.

The evaluation criteria will be a split between technical and financial scores (a 70/30 split). UNICEF will award the contract to the vendor whose response is of high quality, clear and meets the projects goals with the best overall value, composed of technical merit and price. Please see the detailed evaluation criteria on the terms of reference.

The evaluation panel will first evaluate each response for compliance with the requirements of this RFPS. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFPS, including provision of all required information, may result in a response or proposal being disqualified from further consideration. The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the technical criteria specified in the **Annex I - Terms of Reference (TOR) for Conducting a comprehensive Joint Education Needs Assessment (JENA) in conflict-affected areas in DRC.**

Technical scores to be given based on the Technical Evaluation Criteria set forth in the Annex I - Terms of Reference (TOR) for Conducting a comprehensive Joint Education Needs Assessment (JENA) in conflict-affected areas in DRC, whereas financial scores will relate to price.

The Proposers should ensure that all pricing information is provided in accordance with the following:

The currency of the proposal shall be in **US\$**. Invoicing will be in the currency of the proposal. All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

1.11 Property of UNICEF

This RFPS, along with any responses there to, shall be considered the property of UNICEF and the proposals will not be returned to their originators. In submitting this proposal, the Proposer will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFPS.

1.12 Validity

Proposal must be valid for a minimum of one hundred and twenty (120) days from the date of opening of this RFPS and must be signed by an authorized representative of the legal entity submitting the proposal. Proposers are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

1.13 Full right to use and sell

The Proposer warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF rights to use, sell, dispose of or, otherwise, deal with any service or outcome that may be acquired under any resulting Contract.

1.14 Payment Terms

Payment will be made only upon UNICEF's acceptance of the work performed. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be affected by bank transfer in the currency of billing. Financial proposals should include any offered discounts based on

earlier payment, if available. The proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF’s standard payment terms of 30 days.

1.15 Contractual Terms and Conditions

The UNICEF General Terms and Conditions for Services are attached and will form part of any contract resulting from this RFP.

INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING OFFERS

1.1 Offers shall be submitted in the manner indicated in the cover page of this document.

1.2 The bid Form must be signed and submitted together with the offer. The Bid Form should be signed by the duly authorized representative of the submitting company.

1.3 Proposers should note that offers received in the following manners will be invalidated:

- a) without the Bid number
- b) with incorrect e-mail or physical address than prescribed in the bid documents.
- c) in a different form than prescribed in the Bid documents;
- d) do not follow the required confidentiality.
- e) received after the stipulated closing time and date;
- f) failure to quota in the currency stated in the bid documents.

1.4 E-MAILED OFFERS (Electronic submission of offers)

1.4.1 All e-mailed Offers must be submitted to **rdctenders@unicef.org**, the ONLY ACCEPTABLE E-MAIL ADDRESS for receipt of Offers. No other recipient should be "cc" or "bcc" in the e-mail submission.

1.4.2 Offers can be sent in batches not to exceed UNICEF's e-mail size quota of ten (10) MO per e-mail.

1.4.3 All e-mail communication in relation to the offer must clearly indicate the reference Bid number followed by the company name (e.g., LRPS-2022-9173244) in the "subject" line of the e-mail.

1.4.4 All offers submitted by e-mail must be submitted as **PDF** (Portable Document Format) file.

1.4.5 Technical Offer and Financial Offer must be sent as separate files and clearly indicated in the file name:

e.g - **LRPS 2022-9173244 - Conducting a comprehensive Joint Education Needs Assessment (JENA) - Technical Offer, pdf. No price information should be provided in the Technical Offer.**

- LRPS 2022-9173244 - Conducting a comprehensive Joint Education Needs Assessment (JENA) - 9173244-Financial offer.pdf

2. REQUEST FOR INFORMATION

2.1 All request for information regarding the specifications should be sent to: ***rdcinfoprocurement@unicef.org***

2.2 Inquiries received after March 11th,2022 at 10h00 will not be answered. Only written inquiries will be entertained. A response to written queries will be provided to all invitees in writing and will be posted on UNICEF DRC website (<https://www.unicef.org/drcongo/agir/devenir-fournisseur>). Information provided verbally will not be considered a fundamental change and will not alter the bid document.

3. ERROR IN OFFERS

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

4. CORRECTIONS

Erasures or other corrections in the offer must be explained with the signature of the Proposer shown alongside.

5. MODIFICATION AND WITHDRAWAL

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

5.2 Offers may be withdrawn on e-mailed or written request received from Proposers prior to the closing time and date. Negligence on the part of the Proposer confers no right for the withdrawal of the offer after it has been opened.

6. VALIDITY OF OFFERS

Offers should be valid for a period of not less than 120 days after bid opening, unless otherwise specified in the Specific Terms and Conditions. Proposers are requested to indicate the validity period of their offer. UNICEF may request the validity period to be extended.

7. INCOTERMS (if applicable)

Failure to quote in accordance with the request INCOTERMS may result in invalidation of the Proposal.

8. COUNTRY OF ORIGIN (if applicable)

Items produced in countries other than that of the Bidder must be indicated, stating the country of origin. Bidders may be required to submit a Certificate of Origin of Goods issued by the Chamber of Commerce or other equivalent authority.

9. SUPPLIER REGISTRATION AND EVALUATION

UNICEF is part of the United National Global Marketplace (UNGM). Accordingly, all bidders must apply to become a UNICEF supplier and this is done via the UNGM website at www.ungm.org. The assessment of the application is based on the relevance of the products to UNICEF.

10. ANSWERING SHEETS

Only the forms and sheets provided in the bid documents (when applicable) should be used to present the various aspects of the Proposal. Supplemental information can be provided on each of the answering sheets when requested in the bid documents.

11. BID DOCUMENT TERMS

The bid documents, along with any Proposal thereto, shall be considered the property of UNICEF and the Offers will not be returned to their originators.

In submitting the offer, the Proposer agrees to acceptance of the decision of UNICEF as to whether the offer meets the minimum requirements stated in the bid documents; and the evaluation.

Information provided in the offer will be treated as confidential unless otherwise noted by the Proposer.

12. RIGHTS OF UNICEF

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

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

ANNEX I - TERMS OF REFERENCE (TOR)

Title	Conducting a comprehensive Joint Education Needs Assessment (JENA) in conflict-affected areas in DRC
Section	Content
Context	<p>The humanitarian context in the Democratic Republic of Congo (DRC) is that of complex, prolonged and recurrent crises. Girls and boys face many threats to their education, including attacks on schools, cyclical displacement, epidemics, and natural disasters. In 2020, the COVID-19 pandemic caused schools to close as a precautionary measure, and as a result, about 27 million students had their schooling interrupted. This is in addition to approximately 15 to 23 million school-aged girls and boys, including adolescents, who were out of school before the COVID-19 crisis. In addition, while the introduction of free primary education in 2019 has given all children the opportunity to go to school, it has had the effect of depleting scarce financial resources for education and creating overcrowding in classrooms.</p> <p>The glaring lack of statistical data is another factor limiting the ability of the government and its humanitarian partners to support effective planning and responses. For example, the last population census in the DRC was in 1984. For the education sector, the 2017/2018 statistical directory is the first to reflect the 26 new provinces resulting from the 2015 administrative reorganization. However, the most recent officially validated directory is dated 2014/2015 and covers the 11 former provinces. These documents do not capture data on education in emergencies (EiE).</p> <p>The scale and recurrent nature of crises, as well as the lack of mechanisms to collect real-time crisis data, have a negative impact on the effectiveness and quality of the humanitarian response for education. In addition, the Education Cluster's secondary data review initiatives are based only on multi-sector evaluations conducted under OCHA leadership and on reports of targeted evaluations by some NGOs as part of their programs. The latter evaluation category is not harmonized (methodology, collection tools, etc.) and often leads to unreliability of certain reports.</p> <p>To fill this gap, as part of the Multi-Year Resilience Program (MYRP) funded by Education Cannot Wait (ECW), UNICEF and the Education Cluster are seeking to undertake a Joint Education Needs Assessment (JENA) to address critical information gaps and inform key decision-making and strategic planning processes, including the next planning cycle of the Humanitarian Needs Overview (HNO) and the Humanitarian Response Plan (HRP), as well as updating activities in the MYRP at the end of the first year of its implementation. The JENA will produce key information and data to track the enrolment, attendance, retention, and performance of children in the education system as well as protection issues in crisis-affected areas.</p>
Objectives, purpose of the study and expected results	<p>PURPOSE</p> <p>The main objective of the assessment is to provide reliable data on the state of education in crisis-affected areas during the first semester of the 2021-2022 school year for a better understanding of the needs of boys and girls affected by conflict. This will lead to adjustments of the response of Education Cluster partners.</p> <p>Specifics objectives:</p> <ul style="list-style-type: none"> • Collect and analyze quantitative and qualitative primary data on children affected by the various crises in the DRC. These data will be disaggregated by status, age groups, disabilities, by geographic area and by sex. The gaps will be compensated through the secondary data collection; • Collect data on the needs of in and out of school children and other education stakeholders (children, parents of students and teachers) in relation to crises;

	<ul style="list-style-type: none"> • Collect and analyze data on protection issues and abuse that children face as a result of crises; • Collect and analyze data and information on issues of resilience of communities, structures and the education system itself; • Set up a dynamic database for data collected; • Produce JENA evaluation reports (inception report, interim report and final evaluation report, including tables and maps); • Present the results during a workshop to be organized by the cluster. <p>EXPECTED RESULTS:</p> <p>Under the leadership of the Task Team, co-led by the Government and Education Cluster, the key tasks of the consultancy firm to achieve the stated objectives will be the following:</p> <ol style="list-style-type: none"> a. A survey methodology as well as an evaluation framework/plan, including the methodological approach, sampling method, indicator calculation, etc.; b. A secondary data review (SDR) report; c. Data collection tools, and a database for entering and analyzing data, and an instruction sheet on its use; d. Training sessions for enumerators and select members of the Education Cluster on the methodology and use of data collection tools; e. A database of quantitative and qualitative data entered and available for future use; f. A JENA final evaluation report, including tables and maps, and a short "preview" (executive summary) of key results, as well as a PowerPoint presentation, in French.
<p>Description of the mission</p>	<p>The collection of the following information in conflict-affected areas will be particularly important, to better understand the educational situation for children affected by conflict, epidemics and natural disasters. Primary information will be collected to calculate the following indicators, disaggregated by provinces:</p> <ul style="list-style-type: none"> • Number/rate of schools closed/ destroyed/ attacked/ occupied by armed groups • Number/rate of schools used as shelters by IDPs • Enrolment rate of children, disaggregated by area/ level/ sex/ age/ status (IDPs, host community, returns, etc.)/ disability¹ • Rate of dropouts/ repetition/ late entry (or over-age children) • Student attendance rates • Teacher absenteeism rate • Learning environment conditions, including teacher-pupil ratio, state of infrastructure, availability of school materials, etc. • Barriers to access to education and priority needs for the response • Protection issues of children at school and on the way to school • Teacher well-being • Update on the humanitarian response to education, including the amount of time children are out of school following a crisis/ shock and before the humanitarian intervention • Governance, including the level of operation of parent committees/ school management committees (COPA/COGES) in schools in crisis-affected areas.

¹Handicap: Applying Washington Short Set questions; Status: in areas of displacement, disintegration by displaced persons, returnees, children from host communities; areas of origin, disintegration by children affected by the conflict

In order to facilitate a comparison with the situation of children in areas not affected by crises, a collection of secondary information for both crisis-affected and non-affected areas will be included in a secondary data review (SDR).

Consultancy firm tasks:

The key tasks expected from the firm are the following:

- Develop the survey methodology and an evaluation framework/plan in conjunction with the Education Cluster Coordinators and Information Managers (IMs), the Evaluation WG, and the Global Education Cluster;
- Conduct a Secondary Data Review (SDR) to consolidate information already available from a variety of data sources, including multi-sector assessments (MSEs), government data, research reports, etc.;
- Update/revise the JENA evaluation plan based on the results of the SDR, to supplement the available information and fill in the gaps;
- Develop data collection tools while ensuring that key cross-cutting themes are integrated (breakdown by gender, age, disability, status, etc.), as well as the data consolidation database, ensuring that the tools facilitate efficient data collection and entry; test the questionnaire to improve the wording and order of questions;
- Mobilize and engage Evaluation WG and UNICEF staff to validate the survey methodology, assessment plan/framework, SDR, and tools;
- Mobilize Cluster Education members to contribute to the evaluation by providing logistical and human resources to conduct the survey in schools and remotely (by telephone);
- Plan and coordinate logistics for the survey in partnership with UNICEF, the EPST and Cluster member NGOs, including managing the budget, taking care of security and administrative measures, forming and training evaluation teams, and conducting field and remote missions (by telephone);
- Develop an instruction sheet on the use of data collection tools, best practices and mistakes to avoid;
- Train enumerators and Education Cluster partners who will be involved in data collection to build their capacity, including in ensuring children's participation.
- Collect data in the field and remotely (by telephone), as well as consolidate and clean the data, and conduct data analysis.
- Produce the first version of the evaluation report, review it with the Education Cluster, Evaluation WG and UNICEF;

Produce the final report, including tables and maps (with the help of Information Managers) have it validated by the Evaluation WG, UNICEF, and the Education Cluster.

Utility of the findings

Following the release of the evaluation report, the data will also be used to:

- Update the Education Cluster's methodology for calculating People in Need (PiN);
- Develop a Humanitarian Needs Overview (HNO) and the Humanitarian Response Plan (HRP) 2022 (including the response strategy);
- Readjust programming in the ECW Multi Year Resilience Program (MYRP)
- Develop an advocacy document to increase understanding of the needs and funding shortfalls in the sector.

Approach

The JENA will be designed and implemented through a participatory approach, led by the

Education Cluster, and guided by an evaluation working group (Evaluation WG) made up of Cluster members who volunteer for this task. In accordance with the Global Education Cluster (GEC) guidelines for needs assessments, in consultation with partners, the consultant(s) will identify the main information needs in a collaborative way by reflecting on the information required for the humanitarian planning cycle and other strategic processes (HNO, HRP, Cluster Strategy update, and ECW MYRP) and developing an evaluation framework. A review of secondary data (SDR) will be carried out by the consultant(s) to consolidate information already available for conflict-affected areas as well as non-affected areas (in order to make a comparison) from various data sources, including multi-sector evaluations (MSEs), government data, research reports, reports from previous secondary data reviews, and individual evaluation reports by cluster members. The JENA evaluation plan will be developed based on the results of this analysis to complement available information and fill in gaps. Key thematic and cross-cutting considerations will be incorporated into the approach, including gender, age and disability breakdown; child protection; the specific needs of vulnerable children, including displaced and returnee children; teacher well-being, etc. The consultant(s) will provide capacity-building activities for partners who will support field data collection, including travel to schools/communities with enumerators.

Methodology

In terms of methodology, the aim is to produce as much data as possible. Ideally, a representative sampling methodology would be used, but given the size, logistics and access difficulties in the DRC, a targeted sampling methodology is more likely to be more feasible. A balance should be considered between the types of areas included - areas currently affected by conflict, areas of origin of displaced persons, areas with host communities with IDPs, areas with returning IDPs, etc.

For accessible areas where time and budget permit, data will be collected directly at the school and household levels, and remotely (by telephone) for others. Experience showing that data collected remotely is not 100% reliable, it will certainly require triangulation through verification of the accuracy of data collected remotely by going to a certain number of schools (percentage to be defined) in order to establish the degree of reliability of the data collected remotely.

The collection tools applied will be surveys/questionnaires, focus group discussions (FGDs), and key informant interviews (KIIs). The participation of children (girls and boys) in the survey is very important, and a strategy will be developed to ensure their participation.

The strong involvement of the Ministry of Primary, Secondary, and Technical Education (EPST) in collaboration with the Ministry of Social Affairs (MAS) as well as the Education Cluster and the Cluster's partners, is very important. The EPST and the Cluster will be able to support the process of developing objectives/tools for data collection, as well as support data in the field. Field missions will include Cluster partners (NGOs) (who are familiar with schools in their areas of intervention) as well as staff from ministries in charge of education (ProvEd and DIVAS) and the evaluation implementation partner (consultants). An awareness phase will be organized before the start of the survey so that education authorities and school principals prepare the necessary information in advance.

An Evaluation Working Group (Evaluation WG) will be set up within the Cluster to:

- Finalize, confirm, and validate the survey methodology and the evaluation plan/framework.
- Validate the final version of the Secondary Data Review (SDR);
- Validate the data collection tools (questionnaires);
- Facilitate meetings with education stakeholders involved at different levels in Kinshasa and in the provinces: EPST, PROVEDS, and individual NGOs.
- Support data collection in the field.
- Provide feedback on the first version of the evaluation report.
- Validate the final version of the evaluation report.

Deliverables, requirements and duration of the assignment	The composition of the Evaluation WG will consider the inclusion of representatives of the sub-national clusters who will also be involved in this evaluation.		
	DELIVERABLES, REPORTING REQUIREMENTS AND DURATION OF ASSIGNMENT		
	DELIVERABLES	REQUIREMENTS	DURATION (ESTIMATED # OF DAYS)
	A survey methodology as well as an evaluation framework/plan (methodological approach, sampling, indicator calculation, etc) approved by UNICEF in consultation with Education Cluster and the Evaluation Working Group	Electronic document in French	7 days
	Draft 1 of the Secondary Data Review (SDR) report	Electronic document in French	20 days
	A final SDR report, addressing including comments from the stakeholders approved by UNICEF (after consultation with the Steering committee and Education Cluster)	Electronic document in French	7 days
	Tools for collecting and entering data and an instruction sheet on their use approved by UNICEF in consultation with Education Cluster and the Steering Committee	Spreadsheet with formula and Word formats All in French	10 days
	Training sessions for enumerators and selected members of the Education Cluster on the methodology and use of data collection tools: 5 days for designing the module + (3 days for training session without travel days per each one of the 6 targeted provinces) approved by UNICEF in consultation with Education Cluster and the Steering Committee;	Electronic report with at least the following annexes: - list of participants. -training module(ppt) All in French	23 days
	Draft 1 of the database of quantitative and qualitative data entered and available for future use;	Spreadsheet with formula and Word formats in French	15 days
	Final database of quantitative and qualitative data entered and available for future use, addressing comments from the country stakeholders (must be approved by UNICEF in consultation with the Education Cluster and the Steering Committee)	Spreadsheet with formula and Word formats in French	5 days
	Data collection in the field (6 open days per province)	Data base in soft copy available	36 days
Draft 1 of the evaluation report, including tables and maps, and a short "preview" of key results, and a PowerPoint presentation, in French;	Electronic document in French	15 days	
A final evaluation report, including tables and	Electronic	10 days	

	maps, and a short "preview" of key results, and a PowerPoint presentation, in French addressing comments from the country stakeholders (must be approved by UNICEF in consultation with the Education Cluster and the Steering Committee)	document in Word+PPT in French	
Location and Duration	<p>Geographic and school level prioritization: The targeted areas will be in Tanganyika, Ituri, North Kivu, South Kivu provinces, Kasai Central and Kasai Oriental. The targeted schools will be primary and secondary schools (falling under both governmental and religious administrative systems), School Catch-up Centers (CRS, falling under the Ministry of Social Affairs' responsibility), and other non-formal education institutions.</p> <p>Total duration: 148 business days as detailed in the timeframe above and spread over a period of 6 months</p> <p>Estimated starting date: March 26, 2022 Estimated end date: Sept 30, 2022</p>		
Professional experience and expertise	<p>The evaluation mission will be carried out by a consultancy firm with a confirmed expertise in conducting Needs Assessment in emergency context especially in Education Sector. The firm must align a team of at least 2 experts, including a senior one (team leader) and an associate. The team leader must be a confirmed evaluator. In addition to its expertise in evaluation and data analysis, the team must have a solid knowledge of education in emergencies, gender, equity, inclusion and human rights. The team should, as far as possible, include a national expert. The firm and team members will need to have the following profiles:</p> <p>Company expertise and experience</p> <ul style="list-style-type: none"> • Confirmed professional experience of at least 8 years in the planning and implementation of needs assessments especially in the education sector • A least 5 years of experience in working with NGO and INGO on humanitarian and development contexts, especially in Africa- experience of working in DRC an asset • Successful experience in data collection, qualitative and quantitative analysis techniques • Solid expertise of the firm with a list of rattached staff and their area of expertise attached- including the executive • Qualifications of the proposed team for the assessment with CVs and proofs of qualifications enclosed with the offer. <p>For the proposition, the company is expected to join detailed resumes of the team leader and every member of the team, two samples of your previous works from previous contracts with at least two certificates of satisfactory execution.</p> <p>Senior Expert (Team Leader)</p> <p>Qualifications:</p> <ul style="list-style-type: none"> • A postgraduate degree in social sciences or equivalent. S/He will have to be a specialist in evaluation, particularly in the education sector • Confirmed professional experience of at least 8 years in the planning and implementation of needs assessments especially in the education sector • At least 4 years of successful international programme evaluation experience within an NGO or INGO working in the development and humanitarian sector • Solid experience in data collection, qualitative and quantitative analysis techniques, strong communication skills with excellent oral and written reporting skills • Excellent interpersonal and intercultural skills in the communication with partners, local 		

	<p>authorities and beneficiaries</p> <ul style="list-style-type: none"> • An excellent command of French and a good knowledge English (especially for document use) and excellent command of computer tools (Word, Excel, Power Point) • Good knowledge of international standards (INEE, IASC, GPE, etc.) and humanitarian principles, rights and gender-based programming as well as OECD/CAD (Organization for Economic Cooperation and Development). <ul style="list-style-type: none"> • Experience in assessing needs in Africa in general and particularly in Central Africa or the Great Lakes region. • Mastery of the Humanitarian Nexus Development Approach • Mastery of the community approach to emergency response projects in the education sector. <p>Associate expert(national): Qualifications:</p> <ul style="list-style-type: none"> • A postgraduate degree in statistics, information management, education, or similar fields • At least 5 years of experience in the development and implementation of evaluation projects/ needs assessments, particularly in the education sector and including emergency responses. • Good knowledge of education in emergencies, human rights and gender-based programming with community approach to emergency response projects in the education sector • Mastery of the community approach to emergency response projects in the education sector. • A good knowledge of the DRC's education system (strategies, policies and challenges) as well as international humanitarian frameworks related to education in emergencies such as INEE, IASC; • Strong written and spoken communication skills, with mastered use of presentation tools • Proven skills for capacity buildings and trainings for adults • Excellent command of French. A good knowledge of English for the communication with local beneficiaries as well as cluster and working group members. <p>The firm, through the team of experts, will be responsible for all technical aspects of the evaluation, under the supervision of the Head of Evaluation of the Social Policy and Evaluation Section of UNICEF's Country Office. The senior expert will lead the team and will be responsible for carrying out evaluation activities at all stages, from methodological design, sample design, development of data collection tools, data collection, report writing and presentation of results during workshops. S/He will have to report periodically on the progress of the work to the Evaluation working group. It will guarantee the quality of the expected products.</p> <p>The associate expert(national) will work under the supervision of the senior Expert. S/He will facilitate contacts with national structures and actors and will be responsible for the collection and exploitation of existing data and other documents as well as the development of tools. Mixed teams made up of male and female candidates are encouraged. The firm will be accountable for the quality of the results achieved by the team of experts. Application of individuals will not be considered in this recruitment.</p>
<p>Evaluation process and methods</p>	<p>Each proposal will be assigned a technical (70%) and financial (30%) score out of a total of 100 points according to the grid above. For a technical proposal to be considered technically qualified, it must obtain a minimum score of 49 points out of 70. Technical proposals that have not obtained the minimum score will not be considered for the rest of the selection process. Here are the criteria for technical evaluation:</p>

Evaluation technique
JOINT EDUCATION NEEDS ASSESSMENT TECHNICAL OF EVALUATION CRITERIA

Item	Technical Evaluation Criteria	Max. Points Obtainable
1.	Overall Response on the understanding of the assignment	20
1.1	Understanding of the assignment and objectives of the evaluation	5
1.2	Proposed work plan and approach of implementation of the tasks as per the ToR	15
2.	Team experience and expertise	30
2.1	Qualifications of the proposed team for the assignment (join presentation of the team, CV, academic qualifications)	15
2.2.	Number of years experience in NGO/INGO working in humanitarian sector, particularly in Africa (DRC will be an asset)	5
2.3	Experience in capacity building and training of data collectors	5
2.4	Command of French and English by both members of the team	5
3.	Institutional expertise	20
3.1	Sample of 2 works carried out, with the certificate of satisfactory work attached	10
3.2	Years experience in report writing and needs assessment analysis and in qualitative and quantitative analysis techniques	10
	Total technical score (70 points)	

Minimum technical required score: 49 points

Each proposal will be assigned a technical (70) and financial (30) score out of a total of 100 points according to the above grid. For a technical proposal to be considered technically qualified, it must obtain a minimum score of 49 points out of 70. Technical proposals that do not achieve the minimum score will not be considered for further consideration.

Commercial Evaluation (Financial Proposal):

The total amount of points awarded for the financial proposal is 30. The maximum number of points is awarded to the lowest priced proposal that is opened. This proposal is then compared to the proposals of the participating firms/institutions that obtain the minimum number of points required in the evaluation of the technical proposal. All other financial proposals are scored in inverse proportion to the lowest priced proposal:

Score for Financial Proposal X = (maximum number of 30 points * Lowest Proposal Price)/Proposal Price X

Total points obtainable for technical and financial proposal: 100

The Bidder with the highest total score after adding the technical and financial scores will

	(subject to any negotiations and UNICEF's various rights specified in the request for proposal) be awarded an institutional contract.		
Administrative matters	The firm will be responsible to provide its team adequate equipment including access to internet during the mission. UNICEF will pay only consultation fees, DSA, e-tickets for internal (field missions) and international travels as well as communication fees to be included in the payment instalments.		
Project management	Education programm with support of M&E		
Payment schedule	DELIVERABLES	DURATION (ESTIMATED # OF DAYS)	Payment
	A survey methodology as well as an evaluation framework/plan (methodological approach, sampling, indicator calculation, etc) approved by UNICEF in consultation with Education Cluster and the Evaluation Working Group	7 days	
	Draft 1 of the Secondary Data Review (SDR) report	20 days	
	A final SDR report, addressing including comments from the stakeholders approved by UNICEF (after consultation with the Steering committee and Education Cluster)	7 days	20%
	Tools for collecting and entering data and an instruction sheet on their use approved by UNICEF in consultation with Education Cluster and the Steering Committee	10 days	
	Training sessions for enumerators and selected members of the Education Cluster on the methodology and use of data collection tools: 5 days for designing the module + (3 days for training session without travel days per each one of the 6 targeted provinces) approved by UNICEF in consultation with Education Cluster and the Steering Committee;	23 days	
	Draft 1 of the database of quantitative and qualitative data entered and available for future use	15 days	
	Final database of quantitative and qualitative data entered and available for future use, addressing comments from the country stakeholders (must be approved by UNICEF in consultation with the Education Cluster and the Steering Committee)	5 days	30%
	Data collection in the field (6 open days per province)	36 days	
	Draft 1 of the evaluation report, including tables and maps, and a short "preview" of key results, and a PowerPoint presentation, in French;	15 days	20%
	A final evaluation report, including tables and maps,	10 days	30%

	<p>and a short "preview" of key results, and a PowerPoint presentation, in French addressing comments from the country stakeholders (must be approved by UNICEF in consultation with the Education Cluster and the Steering Committee)</p>			
<p>Information diverses</p>	<p>The study is expected to be 148 working days over a 6-month period.</p>			

Annexe II.

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 meaning:

- (a) “Affiliates” means, with respect to the Contractor, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.
- (b) “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.
- (c) “Contract” means the services contract that incorporates these General Terms and Conditions of Contract (Services). It includes contracts for services issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.
- (d) “Contractor” means the contractor named in the Contract.
- (e) “Deliverables” means the work product and other output of the Services required to be delivered by Contractor as part of the Services, as specified in the relevant section of the Contract.
- (f) “Disabling Code” means any virus, back door, timer or other limiting routine, instruction or design, or other Sénégalcious, 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.
- (g) “End User” means, in the event that the Services or Deliverables involve the use of any information systems, any and all UNICEF employees, consultants and other personnel and any other external users collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.
- (h) “Fee” is defined in Article 3.1.
- (i) “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.
- (j) Contractor’s “Key Personnel” are: (i) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the Contract; (ii) Personnel whose resumes were submitted with the proposal; and (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

- (k) “Parties” means the Contractor and UNICEF together and a “Party” means each of the Contractor and UNICEF.
- (l) Contractor’s “Personnel” means the Contractor’s officials, employees, agents, individual sub-contractors and other representatives.
- (m) “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.
- (n) “Services” means the services specified in the relevant section of the Contract.
- (o) “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.
- (p) “UNICEF Supply Website” means UNICEF’s public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF’s Policy Prohibiting and Combatting 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 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

Provision of Services and Deliverables

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

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides

access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF's security and other regulations and instructions for such access and use, including, but not limited to, UNICEF's information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF's premises, facilities or systems.

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

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

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

Non-conforming Services and Consequences of Delay

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

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

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

(a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty

(30) days after receipt of UNICEF’s notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);

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

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

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

(e) require the Contractor to pay liquidated damages as set out in the Contract. after the final resolution of such dispute.

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

Contractor’s Personnel and Sub-Contractors

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

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

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

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

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

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

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

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

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

2.12 The Contractor confirms that it has read UNICEF's Policy on 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 promote compliance with such requirements. The Contractor will further cooperate with UNICEF's implementation of this policy.

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

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions 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; or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 2.14.

3. FEE; INVOICING; TAX EXEMPTION; PAYMENT TERMS

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

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

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

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

3.5 UNICEF will pay the uncontested 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 on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

3.6 Each invoice will 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 amount or amounts due and payable by UNICEF to the Contractor under the Contract, any payment, indebtedness or other claim

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

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Contractor of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

4. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; INSURANCE

Representations and Warranties

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

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

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

Indemnification

4.4 The Contractor will indemnify, hold and save harmless and defend, at its own

expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all 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, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

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

Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

(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 in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;

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

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

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

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

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

(e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.

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

Liability

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

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

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials ("Contract Materials") that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

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

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

Contract.

Confidentiality

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

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

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

Data Protection and Security

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

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

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfil its obligations under this Article 5.7; provided that any such policies and description provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.

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, subcontractors and other third parties and will remain responsible for compliance with such requirements by its service providers, subcontractors and other third parties.

End of Contract

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

- (a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor or its sub-contractors and confirm such destruction to UNICEF in writing; and
- (b) Will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(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 can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

Additional Termination Rights of UNICEF

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

- (a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or
- (b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or
- (c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

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

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

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

Force Majeure

6.8 If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any 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 action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or 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 no 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 UNICEF officials have been complied with and will be complied with:

- (i) During the one (1) year period after an official has separated from UNICEF, the Contractor may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Contractor has participated.
- (ii) (ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Contractor, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

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

7.3 The Contractor further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organization or other international inter-governmental organization. The Contractor will

immediately disclose to UNICEF if it or any of its Affiliates or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

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

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

7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, or the International Labour Organization's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

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

7.8 The Contractor will inform 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.

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

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Contractor with immediate effect upon written notice to the Contractor if: (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, or Personnel or directors

becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

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

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

8. FULL COOPERATION WITH AUDITS AND INVESTIGATIONS

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Contractor's compliance with the provisions of Article 7 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Contractor's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9. PRIVILEGES AND IMMUNITIES; SETTLEMENT OF DISPUTES

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

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

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

only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. NOTICES

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

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

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

11. OTHER PROVISIONS

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

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

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

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

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

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

11.7 The Contractor will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Contractor and its Personnel and sub-contractors, the Contractor will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations,

or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the prior written permission of UNICEF.

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

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

11.10 The provisions of Articles 2.14, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2 and 11.7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.

Please sign and seal with the words "read and approved"

Name of Company Representative

Date

Company Name

Signature and stamp