

**Ref: LRPS-2022/9172847**

## **REQUEST FOR PROPOSAL (RFP)**

**25 Jan 2022**

### **UNITED NATIONS CHILDREN'S FUND (UNICEF)**

Wishes to invite you to submit a proposal for

**Institutional Consultancy for the end line evaluation of the UN Joint Programme "Leaving no one behind: Establishing the basis for social protection floors in Lao PDR"**

**SEALED Proposals** should be sent to:

UNICEF Vientiane, Lao PDR  
Bid Reference Number: **LRPS-2022/9172847**  
Km3 Thadeua Road, Ban Watnak  
Vientiane, Lao PDR  
Telephone +856 21 487500  
Facsimile +856 21 314852

### **IMPORTANT – ESSENTIAL INFORMATION**

The reference **LRPS-2022/9172847** must be shown on the envelope containing the **Technical Proposal** and, on the envelope, containing the **Financial Proposal**, as well as on the outer packaging containing both envelopes.

The bid form must be used when replying to this request for proposal.

The Proposals **MUST** be received at the above address by latest **17:00 Local Time on 15 Feb 2022**. Due to the nature of this RFP, there will be no public opening of proposals.

Proposals received after the stipulated date and time will be invalidated.

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

### **BID FORM**

**THIS PAGE/BID FORM** must be completed, signed and returned to UNICEF. Bid must be made in accordance with the instructions contained in this Request for Proposal.

### **TERMS AND CONDITIONS OF CONTRACT**

Any Contract or Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

**INFORMATION**

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


The Undersigned, having read the Terms and Conditions of **LRPS-2022/9172847** set out in the attached document, hereby offers to supply the services specified in the schedule at the price or prices quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name & Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Postal Address: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Validity of Offer: \_\_\_\_\_  
Currency of Offer: \_\_\_\_\_

**THIS REQUEST FOR PROPOSAL HAS BEEN:**

**Siphachanh Chounlamany** Digitally signed by Siphachanh Chounlamany  
Date: 2022.01.24 16:26:37 +07'00'

**PREPARED BY:** Siphachanh Chounlamany  
Supply Officer  
Email: [schounlamany@unicef.org](mailto:schounlamany@unicef.org)  
To be contacted for additional information. NOT FOR SENDING OFFERS

 Digitally signed by Boualiane Obmalay  
Date: 2022.01.24 17:30:01 +07'00'

**APPROVED BY:** Boualiane Obmalay  
OIC Operations Manager  
Email: [hsoldatova@unicef.org](mailto:hsoldatova@unicef.org)

## 1.0 PROCEDURES AND RULES

### 1.1 ORGANISATIONAL 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 behaviour towards children. UNICEF's role is to mobilise 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.

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 centre 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 organisation's mission and work.

### 1.2 PURPOSE OF THE REQUEST FOR PROPOSAL

The purpose of this RFP is to invite proposals for Institutional Consultancy to support Action Research on "Strengthening school- and district level planning for demand-driven pedagogical advisory support to improve teacher competence and student learning"

### 1.3 FORECAST SCHEDULE

The schedule of the contractual process is as follows:

a) Closing date and time for submission of full proposal:	15 Feb 2022 @17:00 Local Time
b) Opening of Technical proposal:	16 Feb 2022
c) Opening of Financial proposal:	22 Feb 2022 (estimated date)
d) Award Notice:	25 Feb 2022 (estimated date)
e) Signature of contract:	01 March 2022 (TBC)

### 1.4 RFP CHANGE POLICY

All requests for formal clarification or queries on this RFP must be submitted in writing to [laosupply@unicef.org](mailto:laosupply@unicef.org) and copy to [hsoldatova@unicef.org](mailto:hsoldatova@unicef.org). Please make sure that the e-mail mentions the RFP reference number.

Only written inquiries will be entertained. Please be informed that if the question is of common interest, the answer will be shared with all potential RFP bidders.

Erasures or other corrections in the proposal must be explained and the signature of the applicant shown alongside. All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier proposal or state the changes from the original proposal. Proposals may be withdrawn on written request received from bidders prior to the opening time and date. Bidders are expected to examine all instructions pertaining to the work. Failure to do so will be at bidder's own risk and disadvantage.

### 1.5 RFP RESPONSE FORMAT

Full proposals should be submitted in ENGLISH and must be received not later **15 Feb 2022 @17:00 Local Time**, duly signed and dated. Bidders must submit a sealed proposal, with two **separate sealed envelopes inside for (a) the Technical Proposal and (b) the Price Proposal**.

Sealed proposals must be securely closed in suitable envelopes and dispatched to arrive at the UNICEF office indicated no later than the closing time and date. They must be clearly marked as follows:

- Outer envelope: **Name of company**  
**Bid Reference Number: LRPS-2022/9172847**  
**Km3 Thadeua Road, Ban Watnak**  
**Vientiane, Lao PDR**  
**Telephone +856 21 487500**  
**Facsimile +856 21 314852**
- Inner envelope – technical proposal: Name of company, RFP number - technical proposal
- Inner envelope – financial proposal: Name of company, RFP number - financial proposal

**Alternatively**, bidders/consultants are allowed to submit their proposal by email. Bidders/consultants who intend to submit electronic proposals must follow the submission instruction as follows:

- Bidders can submit proposals through email. The proposal shall consist of two separate files i.e. one Technical Proposal and one Price Proposal.
- The file for the Price proposal shall be protected by a password which is retained by the bidder. If the technical proposal passes the minimum technical requirement, UNICEF will then request the password to open the Price Proposal file from the bidder. However, if the company loses the password, fails to submit within a period of 3 days, or in the case that the file does not open with the password provided, UNICEF will not be responsible for this matter.
- The file shall be in the form of pdf files only.
- Max. Files Size per transmission: 5MB
- Please send the electronic proposal to [laosupply@unicef.org](mailto:laosupply@unicef.org) and copy to [hsoldatova@unicef.org](mailto:hsoldatova@unicef.org)
- Please be aware that bids or proposals emailed to UNICEF will be rejected if they are received after the deadline for bid submission. As an email may take some time to arrive after it is sent, especially if it contains a lot of information, we advise all bidders to send email submissions before the deadline.

Please note that the proposal must arrive in the email box before the submission deadline.

Proposals received in any other manner will be invalidated.

Sealed proposals received prior to the stated closing time and date will be kept unopened. The responsible officers will open technical proposals when the specified time has arrived, and no proposal received thereafter will be considered. UNICEF will accept no responsibility for the premature opening of a proposal not properly addressed or identified. Any delays encountered in the mail delivery will be at the risk of the bidder.

Offers delivered at a different address or in a different form than prescribed in this RFP, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected.

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 bidder must also provide sufficient information in the proposal to address each area of the Proposal Evaluation contained in 1.10 to allow the evaluation team to make a fair assessment of the candidates and their proposal.

## **1.6 BIDDER RESPONSE**

### **1.6.1 Formal submission requirements**

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

### **1.6.2 Bid Form**

The completed and signed bid form must be submitted together with the proposal.

1.6.3 Mandatory criteria

All mandatory (i.e. must/have to/shall/should/will) criteria mentioned throughout this Request for Proposal 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 Request for Proposal, especially in its statement of work, terms of reference and paragraph 1.10 of this Request for Proposal. However, all these requirements represent a wish list from UNICEF. The bidders 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 Financial Proposal

The financial proposal should be as per but not limited to paragraph 1.10 of this Request for Proposal.

1.6.6 Checklist for submission of proposals

- Bid form filled in and signed
- Envelope for technical proposal
  - o Technical proposal
  - o Technical proposal does not contain prices
  - o Envelope is sealed
  - o Envelope is marked as follows: Name of company, RFP number - technical proposal
- Envelope for financial proposal
  - o Financial proposal
  - o Envelope is sealed
  - o Envelope is marked as follows: Name of company, RFP number - financial proposal
- One outer enveloped
  - o Containing: (i) bid form, (ii) envelope for technical proposal, and (iii) envelope for financial proposal
  - o Envelope is sealed
  - o Envelope is marked as follows:

**1.7 CONFIDENTIAL INFORMATION**

Information, which the bidder 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 Bidder who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Bidder 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 Bidder in preparing the response to this Request for Proposal.

The Bidder 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 bidder(s);
- request additional supporting or supplementary data from the bidder(s);
- arrange interviews with the bidder(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);
- contact any number of candidates as required to achieve the overall evaluation objectives.

## 1.9 PROPOSAL OPENING

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

## 1.10 PROPOSAL EVALUATION

After the opening, each proposal will be assessed first on its technical merits and subsequently on its price. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the internal UNICEF Contracts Review Committee.

The evaluation panel will first evaluate each response for compliance with the requirements of this RFP. 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 RFP, including provision of all required information, may result in a response or proposal being disqualified from further consideration. The proposals will be evaluated against the following:

### Evaluation Process and Methods:

#### (1) Content of the Technical Proposals

**The Technical Proposal should include but not be limited to the following:**

Each proposal will be assessed first on its technical merits and subsequently on its price. In making the final decision, the UNCT considers both **Technical and Financial Proposals**. The Evaluation Team first reviews the Technical Proposals followed by a review of the Financial Proposals of the technically compliant firms. The proposal obtaining the highest overall score after adding the Technical and Financial Proposals scores together that offers the best value for money will be recommended for the awarding of the contract.

**The Technical Proposal should include but not be limited to the following:**

#### a) Request for Proposals for Services Form

b) **Presentation of the Bidding Institution** or institutions if a consortium (maximum two institutions will be accepted as part of the consortium), including:

- Name of the institution.
- Date and country of registration/incorporation.
- Summary of corporate structure and business areas.
- Corporate directions and experience.
- Location of offices or agents relevant to this proposal.
- Number and type of employees.
- In case of a consortium of institutions, the above-listed elements shall be provided for each consortium members in addition to the signed consortium agreement; and
- In case of a consortium, one only must be identified as the organization lead in dealing with the UNCT.

c) **Narrative Description of the Bidding Institution's Experience and Capacity** in the following areas:

- CPEs or equivalent for UN agency
- Strategic evaluations of complex programs for UN agencies or major bilateral donor Country Programmes
- Previous assignments in developing countries in general, but preferably in Lao PDR
- Previous and current assignments using UNEG Norms and Standards for evaluation.
- General work plan based on the one proposed in the ToR, with comments and proposed adjustments, if any; and
- Detailed timetable by activity (it must be consistent with the general work plan and the financial proposal).

- d) **Relevant References** of the proposer (past and ongoing assignments) in the past five years. UN may contact references persons for feedback on services provided by the proposers.
- e) **Samples or Links to Samples of Previous Relevant Work** listed as reference of the proposer (at least three), on which the proposed key personnel directly and actively contributed or authored.
- f) **Methodology**. It should minimize repeating what is stated in the ToR. There is no minimum or maximum length. If in doubt, ensure sufficient detail.
- g) **Work Plan**, which will include as a minimum requirement the following:
- General work plan based on the one proposed in the ToR, with comments and proposed adjustments, if any; and
  - Detailed timetable by activity (it must be consistent with the general work plan and the financial proposal).
- h) **Evaluation Team**:
- Summary presentation of proposed experts against the required qualifications and experience described in ToR.
  - Description of support staff (number and profile of research and administrative assistants etc.).
  - Level of effort of proposed experts by activity (it must be consistent with the financial proposal); and
  - CV of each expert proposed to carry out the evaluation.

The Technical Proposal will be submitted in hard copy and electronic (PDF) format.

Please note that the assignment's duration will be from March 2022 to June 2022, and it is foreseen that the Team Leader and the Team Expert/Team Members will devote roughly half of their time to the evaluation. The presence of a conflict of interest of any kind (e.g., having worked for or partnered with UNCT in Lao on the design or implementation phase of the current Country Programme will automatically disqualify prospective candidates from consideration).

## (2) Content of the Financial Proposal.

The price proposal must be fully separated from the technical proposal. The financial proposal will be submitted in hard copy or in PDF format (Financial Proposal Template of the RFP is attached). Costs will be formulated in USD and free of all taxes. It will include the following elements:

### The Financial Proposal should include but not be limited to the following:

- a) **Resource Costs**: Daily rate multiplied by the number of days of the experts involved in the evaluation.
- b) **Conference or Workshop Costs (if any)**: Indicate nature and breakdown if possible.
- c) **Travel Costs**: All travel costs should be included as a lump sum fixed cost. For all travel costs, the UNJP will pay as per the lump sum fixed costs provided in the proposal. A breakdown of the lump sum travel costs should be provided in the financial proposal.
- d) **Any Other Costs (if any)**: Indicate nature and breakdown.
- e) **Recent Financial Audit Report**: Report should have been carried out in the past two years and be certified by a reputable audit organization.

The financial proposal must be fully separated from the technical proposal. Costs will be formulated in US\$ and free of all taxes.

Each valid proposal will be assessed by an evaluation panel first on its technical merits and subsequently on its price. The weight allocated to the technical proposal is 70 % (i.e. 70 out of 100 points). To be further considered for the financial evaluation a minimum score of 49 points is required. Only proposals with a score of 49 or more points in the technical evaluation will be financially evaluated (i.e. the financial proposal will be opened). For further details and the distribution of points kindly refer to **table 1** below.

The weight allocated to the financial proposal is 30 % as per the following: the maximum number of 30 points will be allotted to the lowest technically compliant proposal. All other price proposals will receive points in

inverse proportion to the lowest price. Commercial proposals should be submitted on an all-inclusive basis for providing the contracted deliverables as described in the TOR.

The proposal(s) obtaining the overall highest score after adding the scores for the technical and financial proposals is the proposal that offers best value for money and will be recommended for award of the contract.

**(3) Evaluation Criteria**

A two stages procedure shall be utilised in evaluating the applications received in accordance to the below criteria, with evaluation of the technical proposal being completed prior to any price proposal being compared. **Technical proposals should attain a minimum of 49 out of 70 points to quality and to be considered.**

The evaluation criteria for selecting the institution is as follows:

**Table 1: Technical Evaluation: Maximum 70 points**

CATEGORY	Max. Points
<b>1. OVERALL RESPONSE</b> <ul style="list-style-type: none"> <li>Understanding of and responsiveness to the requirements (5)</li> <li>Understanding of scope, objectives, and completeness of response (10)</li> </ul>	15
<b>2. METHODOLOGY</b> <ul style="list-style-type: none"> <li>Quality of the proposed approach and methodology (10)</li> <li>Quality of proposed implementation plan, i.e., how the bidder will undertake each task, and time-schedules (10)</li> <li>Risk assessment - recognition of the peripheral problems and methods to prevent and manage peripheral problems/quality controls (5)</li> </ul>	25
<b>3. PROPOSED TEAM and ORGANISATIONAL CAPACITY</b> <ul style="list-style-type: none"> <li>Team members - relevant experience, skills &amp; competencies (10)</li> <li>Professional expertise, knowledge and experience with similar programmes, contracts, clients, and consulting assignments (20)</li> </ul>	30
<b>TOTAL POINTS FOR TECHNICAL PROPOSAL</b>	<b>70</b>
<b>4. FINANCIAL PROPOSAL</b> <ul style="list-style-type: none"> <li>Full marks are allocated to the lowest priced proposal. The financial scores of the other proposals will be in inverse proportion to the lowest price.</li> </ul>	30
<b>TOTAL POINTS</b>	<b>100</b>

The total amount of points allocated for the price component is **30**. The maximum number of points will be allotted to the lowest financial proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other financial proposals will receive points in inverse proportion to the lowest price, e.g.:

$$\text{Score for financial proposal X} = \frac{\text{Max. score for financial proposal} * \text{Price of lowest financial proposal}}{\text{Financial of proposal X}}$$

**Total Technical and Financial Proposals = 100 Pts**



Each valid proposal will be assessed by an evaluation panel first on its technical merits and subsequently on its price. The weight allocated to this technical evaluation is 70% of the total evaluation. To be further considered for the financial evaluation, a minimum score of **49 points** from the maximum **70 points** is required.

The weight allocated to the financial proposal is 30% as per the following: the maximum 30 points will be allotted to the lowest technically compliant proposal. All other price proposals will receive points in the inverse proportion to the lowest price. The proposal(s) obtaining the overall highest score after adding the score for the technical and financial proposals in the proposal that offers best value for money and will be recommended for award of the contract.

It is essential that the financial proposal includes all cost implications for successfully completing the required assignment.

UNICEF will conduct a reference check before the contract is awarded to the winning bidder.

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

The currency of the proposal shall be in **US Dollars**. Invoicing will be in the currency of the proposal. The bidder will suggest to provide a payment schedule for the Contract, linked to unambiguous Contract milestones. All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

**For the national bidders, the contract will be issued in local currency using UN exchange rate on the day issued the contract.**

#### **1.11 PROPERTY OF DELIVERABLES**

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

#### **1.12 VALIDITY**

Proposal must be valid for a minimum of ninety (90) days from the date of opening of this RFP and must be signed by all candidates included in the submission. For proposals from institutions, the proposal must also be signed by an authorised representative of the institution. Bidders 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 CONTRACTUAL TERMS AND CONDITIONS**

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

#### **1.14 FULL RIGHT TO USE AND SELL**

The bidder warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF or the recipient government's rights to use, sell, dispose of or otherwise deal with any item 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 in accordance with the contractual milestones. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be made by bank transfer in the currency of billing. Price proposals should include proposed stage payments.

## **1- Country Context**

Lao PDR is a lower middle-income country with a GDP per capita of US\$2,460 (2018). The country has a population of 7.2 million of whom over a third (36.7 per cent) are under 15 years and only 3.7 per cent are 65 or over.

The economy has seen significant growth with GDP growth averaging 7.7 per cent over the last decade. However due to the economic impact of COVID-19, the Lao national GDP is expected to contract significantly, by 4.8 per cent in 2020 and 1.1 per cent in 2021 as estimated by World Bank. This may decline further in the case of a protracted economic crisis.

Poverty has fallen significantly (according to the national poverty measure) 23.4 per cent (2012) to 18.6 per cent in 2020. Research by UNICEF shows that 50 per cent of all children suffer from 3 or more indicators of deprivation further aggravated by persistent geographical disparities based on ethnicity, language, gender, age, educational attainment, disability, and social-economic status.

Malnutrition is a critical issue, with stunting affecting 33 per cent of children under five (2017). Stunting prevalence is lowest in Vientiane Capital (13.6 per cent) and highest in Phongsaly Province (54 per cent). Children in rural areas without roads, whose mothers have no education and from the poorest quintile are two to three times more likely to suffer from stunting than children in urban settings, with high educated mothers and from the richest quintile.

The maternal mortality rate also remains high, at 185 per 100,000 births (2017), the highest in the region. While both men and women have limited access to health services, especially in rural areas, due to women's child-bearing roles, this lack of access to services disproportionately impacts women and their risk of dying.

In Lao PDR, there are several challenges affecting the social protection system, i.e., the system is fragmented, lack of compliance and enforcement in the formal economy, limited coverage (e.g. there are no schemes specifically targeting people with disabilities), and inconsistent and unclear financing of non-contributory schemes.

Based on the Assessment-Based National Dialogue on Social Protection (ABND) conducted in Lao PDR 2015-2016 with support from the UN, while several schemes aim to provide access to nutrition, education and health care for children, due to the limited coverage and often inadequate amount of funding of these schemes, children do not yet enjoy adequate and guaranteed access to these essential goods and services.

Lao PDR is at the initial stages of developing its social protection system. Existing social protection provisions consist mainly of the following:<sup>1</sup>

- contributory social security for formal workers and voluntarily insured persons, including health insurance - National Social Security Fund (NSSF).
- National Health Insurance Scheme which provides almost universal coverage, including free health care for the poor, for those in maternity, and for children younger than five years.
- social assistance or social welfare, providing ad-hoc disaster relief and scattered in-kind support to specific vulnerable groups.
- education-related schemes providing free education, scholarships, and school meals.
- poverty reduction and livelihood schemes, such as those of the Poverty Reduction Fund (PRF); and
- small-scale pilots of conditional cash transfers (CCTs) supporting education and health outcomes.

These schemes do not yet form part of an integrated on-budget strategic approach to social protection but are planned and implemented by diverse line ministries and agencies, often with donor funding and support. The formal social security insurance scheme under the NSSF covers workers for medical benefits; pensions; employment injury; occupational disease and non-work-related disease (including long-term disability);

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<sup>1</sup> This section draws on the Assessment Based National Dialogue prepared by ILO in conjunction with the GoL.

sickness; maternity; and survivor's benefits. The NSSF provides health coverage to the formal public and private sector, while the National Health Insurance Board provides health care coverage to informal workers.

Only 1.6 per cent of GDP is allocated to social protection – a mere 0.7 per cent if health (0.9 per cent) is excluded. To date, Lao PDR's investment in social protection is still the lowest in the region and among the lowest in the world.

## 2- Background to the program to be evaluated

This Terms of Reference (ToR) outlines the purpose and scope of an end of programme/project evaluation that aims to cover the United Nations Joint Programme (UNJP) "Leaving no one behind: Establishing the basis for social protection floors in Lao PDR". The project aims to support the Government of Lao PDR to implement the National Social Protection Strategy (NSPS) 2025, which defines a vision for sustainable access to social protection for all Lao people. It was adopted by Decree No.224/PM in April 2020. The UNJP supports the implementation of the strategy through an approach focused on system development and implemented through the Mother and Early Childhood Grant (MECG). The UNJP will contribute to the SDGs 1.3, 2.2, 16.9, and 17.3.

The JP is based on the new government-led National Social Protection Strategy with strong national institutional buy-in. The JP focuses on ensuring that SP funding is on-budget and that additional traditional and non-traditional sources of finance are mobilized and blended with public sector budget allocations to implement the NSPS. The MECG acts as a model for SP provision, which can be tested and scaled nationally in the future. The learning from experience feeds into potential subsequent interventions targeting other vulnerable groups, including the elderly, persons with disabilities, migrants, and informal workers.

The innovative elements of this JP are:

- (i) the development of a consolidated system under the auspices of a single ministry that carries the unique mandate for social protection in Lao PDR,
- (ii) the link between cash transfers and other services, particularly community-based social welfare, child protection services, birth registration and parenting education and,
- (iii) the focus being placed on assuring that SP funding is on budget and that additional traditional and non-traditional sources of finance are mobilized and blended with public sector budget allocations to sustainably implement the NSPS

The implementation of the UNJP was led by the Ministry of Labour and Social Welfare (MOLSW) in partnership with relevant ministries, provincial and district authorities, and the UN in Lao PDR. The implementation period is from January 2020 to June 2022.

The UNJP contributes to the implementation of the NSPS, which was adopted for the first time in Lao PDR. It is expected to lead to a position in 2022 where the GoL capacity to implement the NSPS and to roll out social protection coverage to further groups (including scaling up the MECG) is expanded, having developed the capacity of the National Social Protection Commission (NSPC) and other key partners, learned from the experience of the MECG pilot and developed a more sustainable financial basis for the social protection system. By creating the conditions to expand social protection coverage beyond 2022, the UNJP is also expected to contribute to accelerate Lao PDR's capacity to reach the targets expressed under SDGs 1.3 and 2.2.

The participating UN agencies in the Joint Programme are:

**ILO:** The lead agency which supports the implementation of the NSPS.

**UNICEF:** Supports the design and operationalization of an integrated cash transfers for pregnant women and children

**UNCDF:** Supports the government on PFM reforms and to develop a blended finance solution for the NSPS. Joint UN SDG fund and DFAT funds this initiative.

The direct beneficiaries of the UNJP are the Government and national partners involved in the implementation of the NSPS at central and sub-national levels, and pregnant women and children aged 0-12 months benefiting from the MECG program who will be receiving the cash transfer and the integrated social services and welfare package. It is planned to cover 2,000 pregnant women and children aged 0-12 months in three pilot districts (tentatively selected as Sanamxay and Phouvong districts in Attapeu province and Nong district in Savannakhet province).

### **Theory of Change (ToC)**

The theory of change (ToC) (annex 7) of the project is that implementing the activities identified in the results framework and work plan will lead to the outcomes which will involve strengthened GoL capacity and improved policy; proof of concept of the MECG and related services which will be scalable; and the development of a funding envelope and innovative financing options for the future social protection system. The JP will thus assist the Government to build an overall system capitalized through blending public sector budget, ODA and non-traditional sources, to identify and test new channels for cash-transfers, immediately resulting in a positive impact on pregnant women, mothers, and children under 12 months multiplying its effects across SDGs targets.

The assumptions serving as the basis for this proposal are the following:

- Supporting the piloting of the MECG and respective monitoring/evaluation helps demonstrate the feasibility and impact of a cash transfer that can be introduced to legislators for additional funding that will secure buy-in and scale up of MECG.
- An integrated mechanism that associates cash and in-kind services is the best approach to enhance the impact of social protection services in child and family wellbeing, including the impact on chronic malnutrition and responsive parenting.
- The use of modern delivery options (including innovative and context-tailored payment mechanisms) will impact the efficiency, transparency and public perception of the system and enhance political support for the expansion of social protection.
- The design of an innovative funding mechanism is essential to create the pathway towards a sustainable system; contribute to a more coherent use of ODA and create conditions for additional investment from the Government and the national long-term ownership of the system.

Both the policy and discrete financing areas of the project may be duly impacted upon by exogenous risks that reflect internal government decision-making and global economic trends respectively. Within this context two specific sets of assumptions have been identified during the design process in relation to the above-mentioned risks.

### **Key Expected results of the project**

The UNJP expects to achieve 3 transformative results in the national social protection system.

Transformative Result 1: By the end of the JP, enhance government planning, managerial and implementation capacities (including leadership and co-ordination) to implement the NSPS. This is essential to ensure that social protection is embedded in national plans, allowing for gradual but significant expansion of coverage.

Transformative Result 2: By the end of the JP, contribute to ensuring that social protection funding is on-budget and designing a mechanism whereby additional sources of finance are mobilized and blended with public sector budget allocations to ensure sustainability of the NSPS.

Transformative Result 3: By the end of the JP, 2,000 pregnant women and children aged 0-12 months are benefiting from a new integrated welfare package consisting of the MECG, early childhood wellbeing services and support for birth registration. Once implemented, the integrated welfare package can provide a wholesome approach to graduating out of poverty, while the MECG infrastructure (such as beneficiary registration system, MIS, social worker network, payment system, among others) can act as a model to be

adapted and scaled up in future, with the lessons feeding into subsequent interventions for other vulnerable groups like the elderly, people with disabilities, migrants and informal workers.

Furthermore, it also seeks to achieve and strengthen coherence of the UNCT and cooperation among UN agencies in delivering support to national partners e.g. as was done through the development of joint UN policy recommendations on developing a shock-responsive social protection system to respond to the COVID-19 crisis.

The specific outcomes are (i) strengthened government technical and fiscal capacity combined with improved policy environment for social protection, (ii) proof of concept of the MECG and related services, designed to be scalable and continual via the system's uptake by the Government

**Outcome 1: Government planning, managerial and implementation capacity (including leadership and coordination) to implement the NSPS is enhanced**

- Output 1.1 – Members of the NSP Committee and other relevant national stakeholders better understand social protection-related topics and how programs are designed
- Output 1.2 – Awareness and understanding of Government officials of the impact of social protection and domestic resource allocation is enhanced
- Output 1.3 – NSPS M&E Framework developed and aligned with SDG 1.3 global measurement methodology
- Output 1.4 – Mechanisms for predictable public sector budget allocations and on-budget conduits for ODA earmarked budget support and IDA associated grants or loans are developed within the PFMR framework and introduction of the new PFMIS
- Output 1.5 – NSPF proof of concept, development frameworks and implementation pathways formulated including NSPF capitalization plan to provide viable funding for the implementation of the NSPS.

This outcome will contribute to SDG targets 1.3 and 17.3.

**Outcome 2: At least 2,000 pregnant women and children under 12 months are benefiting from a new integrated package of welfare services, including the new MECG, early childhood wellbeing services and support for birth registration.**

- Output 2.1: Roadmap for the design and implementation of the MECG concluded.
- Output 2.2: MIS for the MECG designed.
- Output 2.3: Institutions and different agents prepared for the implementation of the MECG.
- Output 2.4: MECG piloted in three of the poorest districts.
- Output 2.5: MECG M&E framework developed and being implemented

**3- Objectives, purpose, and scope of the evaluation**

By gathering the lessons learned during the programme implementation and the proposition of strategic and operational, this evaluation aims to inform the implementation and allocation of resources for similar programmes in the future and the Government SP initiatives and policies.

The key objectives of the final evaluation are:

- a. To assess the extent to which the expected results have been attained during the implementation of the programme. In particular, the evaluation shall provide insights on (i) the contribution to improving the situation of vulnerable groups identified in the JP document (ProDoc), with a focus on disability, (ii) contribution to SDG acceleration, and (iii) contribution to UN reforms, including, UNCT coherence.
- b. Assess the added value of a joint UN approach to programming
- c. To document good practices and generate evidence-based lessons and recommendations to strengthen the National Social Protection Strategy 2025 implementation.

- d. Explore sustainability of the Mother and Early Childhood Grants project interventions in terms of the likelihood to be sustained, scaled up or continue after project life cycle
- e. To identify gaps, critical lessons learned, and main challenges, and provide recommendations on addressing these challenges and pursuing opportunities and recommend key practices that should be incorporated in the future.

The evaluation will mainstream how human rights, child rights, and gender equity have been addressed within the JP.

### **Evaluation scope**

The evaluation will focus on the implementation of the UNJP between January 2020 to June 2022. The evaluation will cover the UNJP conceptualization, design, implementation, monitoring, reporting and evaluation of results and will engage all programme stakeholders. The evaluation will assess the relevance, effectiveness, efficiency, impact and sustainability of the programme; explore the key factors that have contributed to the achievement or non-achievement of planned results including the impact of COVID-19 pandemic; addressing crosscutting issues of gender equality and women's empowerment and human rights; and forging partnership at different levels, including with Government, donors, UN agencies, and communities.

The evaluation will also consult key stakeholders from national institutions, development agencies, implementing partners, CSOs at the national and sub-national levels. Depending on COVID restrictions, the base of work will be done remotely.

### **Key users and intended use**

<b>User</b>	<b>Intended use</b>
<b>Primary users</b>	
UN Country Team	<ul style="list-style-type: none"> <li>• Provide accountability and learning from the UNJP, to inform the design and implementation of future SP/JP interventions.</li> <li>• Inform decision-making for the UNCT in terms of programmatic design and resource allocation based on assessment of performance.</li> <li>• Inform UNCT on how to most effectively support the Government of Lao PDR and key stakeholders to improve SP.</li> </ul>
Line Ministries – Institutions	<ul style="list-style-type: none"> <li>• Provide accountability on achievements of the initiative</li> <li>• Inform on UNCT's commitment to continue improving its programming in support SP in Lao</li> <li>• Reflect on evaluation findings in as much as they also relate to jointly implemented programmes</li> <li>• Engage together with UNCT in the response to the evaluation recommendations</li> <li>• Provide the necessary information for potential scale up of the interventions to other provinces and districts.</li> </ul>
<b>Secondary users</b>	
Joint SDG Fund	<ul style="list-style-type: none"> <li>• Provide accountability and learning from the UNJP</li> <li>• Inform on areas that need support and improvements to better support results for SDGs and SP that can be used in funding decisions</li> <li>• Provide objective evidence on UNCT's commitment to learning and improving social protection in Lao PDR</li> </ul>
DFAT	<ul style="list-style-type: none"> <li>• Provide accountability and learning from the UNJP</li> </ul>

	<ul style="list-style-type: none"> <li>• Inform on areas that need support and improvements to better support results for SDGs and SP that can be used in funding decisions</li> <li>• Provide objective evidence on UNCT's commitment to learning and improving social protection in Lao PDR.</li> </ul>
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#### 4- Evaluation questions and criteria

The evaluation will apply the Organization for Economic Co-operation and Development's (OECD) Development Assistance Committee criteria: relevance, effectiveness, efficiency, impact and sustainability. The evaluation criteria and questions will analyze the extent to which human rights, child rights, and gender equality and equity have been addressed within the program.

The evaluation will provide evidence-based analysis to answer the following questions.

##### Relevance:

- To what extent was the programme design in line with the national development priorities, the national social protection strategy, the needs of national stakeholders and beneficiaries?
- Is the ToC for programme components adequately described and is there clarity of logic across the results levels?
- To what extent are results, indicators, and activities measurable?
  - Are indicators in place? Have the indicators been defined (e.g. numerators and denominators) with clearly understood standards? Has a target value for the indicator been provided at Outcome and Output levels?
  - Are the indicators reliable for decision making for the programme improvements?
  - To what extent are cross-cutting priorities (namely: Gender, Disability and DRR) and equity measurable against clear targets?
- To what extent did the program design target persons with disabilities?
- To what extent have the implementing partners participating in the joint programme contributed added value to solve the development challenges stated in the programme document?
- In what way had the COVID-19 pandemic affected project relevance and to what extent did the project make adjustments to remain or to be even more relevant?
- **Efficiency** To what extent has the programme delivered results in an economic and timely way. Put it #1 EQ for the criteria?
- What factors have contributed to increase/decrease the efficiency of the programme?
  - What type of (administrative, financial, coordination and managerial) obstacles did the joint programme face and to what extent have these affected its efficiency?
- To what extent did the programme activities reinforce synergies amongst UN agencies to achieve optimal utilization of available resources?
  - Did the programme complement other initiatives (by other NGOs, national organizations, local Government)?
- To what extent was the joint programme's management model (governance and decision-making structure, i.e. lead agency, Joint Programme Coordinator, Programme Advisory Committee and its Secretariat, financial management and allocation of resources, i.e. one work plan, one budget) efficient in comparison to the development results attained?

##### Effectiveness:

- To what extent have the expected results been realized through the programme?
  - Did the programme reach the expected targets, indicators and results? To what extent were the 3 transformative results achieved?
  - To what extent are the partners and intended beneficiaries satisfied with the results?

- What factors have contributed to the programme results achieved.
- To what extent has the JP contributed to accelerating the SDGs at the national level?
- To what extent has the joint programme contributed to the advancement and the progress of fostering national ownership processes and outcomes (the design and implementation of National Development Plans, Public Policies, UNDAF, etc.)
- To which extent did the program contribute to support inclusion of persons with disabilities via:
  - Ensuring basic income security
  - Coverage of health care costs, including rehabilitation and assistive devices
  - Coverage of disability-related costs, including community support services
  - Facilitate access to inclusive early childhood development, education, and work/livelihood

#### **Impact:**

- What is the likely impact (positive or negative, intended, and unintended) on Government and national partners involved in the implementation of the NSPS at central and sub-national level?
- What is the likely impact (positive or negative, intended, and unintended) on partners and stakeholders?
- What lessons can be learned from the best practices' achievements, challenges, and constraints of the program in relation to "strengthen the National Social Protection Strategy 2025 implementation"?

#### **Sustainability:**

- To what extent are the intervention results likely to continue after the funding has been withdrawn?
- What mechanisms were set up to ensure the continuity of the programme's activities and results?
- To what extent have institutions and stakeholders taken and shown ownership of the action objectives? Are there willingness and capacity to sustain financing at the end of the intervention? To what extent are they actively engaged in the activities of the action?

#### **Humans Rights approach, Gender equity, disabilities and COVID 19 response**

- To what extent human rights, child rights, climate change, DRR, and gender equality and equity have been addressed within the program?
- To what extent is the program and intervention disability-inclusive? To what extent did support to data collection and analysis, registries, and information system feature disability?
- What were the program's response to the impacts of the COVID-19 pandemic? What were the lessons learned from this?

### **5- Evaluation methodology<sup>2</sup> and approach**

Based on the objectives of the evaluation, this section indicates broad guidelines on methods and processes for the evaluation. Methodological rigor will be given significant consideration in the assessment of proposals. Hence bidders are invited to interrogate the approach and methodology proffered in the ToR and improve on it or propose an approach they deem more appropriate. In their proposal, the bidder should clearly refer to triangulation, sampling plan, ethical consideration, and methodological limitations and mitigation measures. Bidders are encouraged to also demonstrate methodological expertise in evaluating initiatives related to the focus areas.

This evaluation should follow a participatory, utilization-focused, and theory-based approach, with mixed methods (qualitative and quantitative) of data collection and analysis. Under a utilization-focused approach, the evaluation will facilitate senior management decision-making on developing future initiatives.

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<sup>2</sup> Bidders are required to present their best ideas as part of the technical proposal. The quality of the methodology section will, together with the quality of the proposed team, determine whether a bidder is deemed technically qualified. Consequently, this Methodology section is intentionally under-detailed.



The evaluation team will need to draw on available quantitative data from recent publications, reviews, research, studies, progress reports, situation reports, national datasets, surveys, and other sources. Bidders will be encouraged to propose any feasible stakeholder consultation approaches that could generate useful quantitative data on key issues and help form qualitative inquiry areas.

Multiple and high-quality data collection and analysis methods with a range of stakeholders should be used to facilitate triangulation of data. These may include document review, semi-structured interviews with key stakeholders, a survey with frontline workers/beneficiaries, and consultative workshops or focus group discussions. Key stakeholders to be involved in the data collection should be selected from Joint SDG Fund and other UN staff, key national and sub-national government agencies, and other relevant partners such as civil society organizations/NGOs. Case studies may also be considered to understand recurrent patterns.

In consultation with the evaluation manager and reference group, the selected consultant(s) will develop a detailed methodology for the assignment, with prioritized evaluation questions from those in the framework above. The methodology will be further refined in the inception phase, based on the findings of the Evaluability Assessment and consideration of constraints posed by the country context.

The Evaluation Team will be expected to conform to guidelines and standards set by the UN the United Nations Evaluation Group (UNEG) Norms and Standards for Evaluation (2016), UNEG Code of Conduct for Evaluation in the UN system (2008), UNEG Ethical Guidelines for Evaluation (2020), UN SWAP Evaluation Performance Indicator (2018), and UNEG Guidance on Integrating Human Rights and Gender Equality in Evaluation (2014).

#### Data collection methods

At a minimum, the evaluation will draw on the following methods:

- **Comprehensive desk review** of available documentation – UNJP Implementation Strategy and Monitoring and Evaluation Framework, annual reports, UNJP communication tools, and products, UNJP support materials and training, UNJP guidelines, researches, and studies. Key government documents also need to be reviewed, SDG reports, government statistics and publications.
- **Stakeholders mapping and analysis.** It is useful to identify and categorize the programme key stakeholders, their role, and level of involvement in achieving the objectives. This mapping can also aid when sampling and targeting the information sources for this evaluation.
- **Interviews and focus group discussion.** It is important to note that data collection might need to be done remotely in case of travel/ movement restrictions due to COVID-19. Innovative and appropriate remote data collection methods need to be proposed and considered from the onset. Given the Covid-19 context, the inception phase will occur without field visits from the evaluation team. According to the COVID19 situation evolution, the evaluation team might be able to access local areas during the data collection. In case that is not feasible, consultation with local stakeholders and beneficiaries shall be made remotely.
  - The evaluation team shall conduct individual key informant interviews with staff representatives of UN agencies, government officials, local authorities, implementing partners, Civil society organizations, NGOs, beneficiaries, community leaders, and other partners (the bidder shall indicate the field work and provinces to visit for data consultation).
- **Household survey.** A survey can be launched to complement the evidence collected through the above-mentioned data collection tools.

Data collection and analysis should be human rights-based and gender-sensitive. Any data collected should be disaggregated by age, gender, state/region, disability, etc., where possible. Data triangulation will be of crucial importance. Data analysis should also include aspects of gender, equity, and human rights into consideration.

A sampling strategy should be included in the Technical Proposal, setting out how institutions and organizations, and different stakeholder groups will be sampled. This applies to both quantitative and qualitative data collection.

### **Gender and Human Rights, Child Rights**

Human Rights, child rights, and gender equality will be incorporated in the evaluation through a mainstreaming approach to these issues in the evaluation questions, data collection processes, and analysis. In the conclusions of the evaluation, the Evaluation Team will draw out specific findings and recommendations on human rights, child rights, and gender equity. The conduct of the evaluation will be guided by the UNEG Guidance on Integrating Human Rights and Gender Equality in Evaluation (2014).

### **Ethical considerations**

The bidder will set out how they expect the evaluation process to be designed and undertaken in accordance with ethical guidelines as set out in UNEG Ethical Guidelines for Evaluation (2020). During the evaluation process, full compliance with all UNEG ethical guidelines will be required. All informants should be offered the option of confidentiality for all methods used. Dissemination or exposure of results and any interim products must follow the rules agreed upon in the contract. In general, unauthorized disclosure is prohibited. Any sensitive issues or concerns should be raised, as soon as they are identified, with the evaluation management team. (See annex 6 for Ethical Code of Conduct)

### **DELIVERABLES**

- i. An inception report presents the short evaluability assessment, and the complete methodology approach to conducting the work, with all tools fully drafted. All design issues under discussion to that point to be answered, any revisions to the issues and questions, and issues of reference group role and supervisory quality assurance.

The Inception Report will be key in confirming a mutual understanding of what is to be evaluated, including additional insights into executing the evaluation. At this stage, evaluators will refine and verify evaluation questions, confirm the scope of the evaluation, further improve on the methodology proposed in the ToR, and their own evaluation proposal to strengthen its rigor and develop and validate evaluation instruments.

The report will include, among other elements: i) short evaluability assessment, ii) evaluation purpose and scope, confirmation of objectives of the evaluation; iii) evaluation criteria and questions; iv) evaluation methodology (i.e., sampling criteria, stakeholders mapping), along with a description of data collection methods and data sources (incl. a rationale for their selection), v) an evaluation matrix that identifies descriptive and normative questions and criteria for evaluating evidence, data analysis methods and a data analysis plan, a discussion on how to enhance the reliability and validity of evaluation conclusions, a description of the quality review process, a discussion on the limitations of the methodology and ethical considerations; vi) proposed structure of the final report; vii) evaluation work plan, and deliverables timeline; viii) detailed evaluation budget; ix) annexes (i.e., draft data collection instruments, for example, questionnaires, with a data collection toolkit, matrix for evaluation questions, data collection toolkit, data analysis framework); and x) a summary of the evaluation process (evaluation briefing note) for external communication purposes;

- ii. Presentation with preliminary findings, conclusions, and recommendations. After the data collection process, the evaluation team shall present the preliminary findings, conclusions, and recommendations that can feed into the CP prioritization process.

The presentation should include findings from the desk review and data collection (primary and secondary), with an initial attempt to triangulate findings. The presentation should also present a matrix of data collected for responding to each evaluation question and point to gaps that challenged the data collection phase.

- iii. Draft and final report. The report shall comply with the UNEG evaluation standards of ideally 40 pages but not more than 50 plus executive summary and annexes (the Executive Summary both in English and Lao) that will be revised until approved.
- iv. An Infographic with the main evaluation findings, conclusions, recommendations, and lessons learned. That is distinct from the executive Summary in the evaluation report and it is intended for a broader, non-technical and non-UN audience. The infographic shall be produced in both English and Lao.

Important notes:

- i. Monitoring deliverables about work progress are not listed but will be periodically required.
- ii. Page limits, if any, to be established during the inception period. In general, there will not be artificial limits, but the report should aim for conciseness, readability, and visual appeal.
- iii. All deliverables must be in professional-level standard English, and they must be language-edited/proof-read by a native speaker.

## 6- Duration

It is expected that the full evaluation process will last six months. Nevertheless, evaluation deliverables will be produced and available throughout the process:

Step	Timing	Due (indicative)	date
Kick off telecon / Videocon	As soon as possible after the team is contracted	TBC	
Desk review - Development of the draft inception report	Two weeks after kick-off	TBC	
Comments and QA on inception report draft (including ethical clearance for data collection tools)	One week after the draft submitted	TBC	
Final inception report with obtained ethical clearance	One week after the comments	TBC	
Pilot data collection tools	One week after the IR is approved	TBC	
Adjust data collection tools	One week after the piloting	TBC	
Data collection: KIIs, FGDs, survey	1 month after inception report	TBC	
Draft evaluation report	Two weeks after data collection is finalized	TBC	
Comments and QA on draft	Two weeks after submission of draft	TBC	
Final report produced	Two weeks after comments	TBC	
Infographic and an animated video	Two weeks after comments	TBC	

## 7- Qualification requirements or Specialized skills/experience Required:

This contract will be awarded to an organization and not to an individual or team of individuals not sponsored by an institution.

A consortium of 2 or more institutions may make a joint bid. In this case, there must be a lead institution named that will be the sole point of contact with UN for contract management purposes.

The firm must have a history of working in Lao. If a consortium, at least one partner must have a history of working in Lao.

## Team Leader

### a) Mandatory requirements

- Master's degree in International Development, Social/Public policy, Public Administration, Development Programme & Evaluation, or any related social science discipline.
- A minimum of 12 years of overall professional experience
- Excellent understanding of evaluation principles and methodologies, including capacity in an array of qualitative and quantitative evaluation methods
- A minimum of 8 evaluations led at the program and/or outcome levels with international organizations.
- Experience in conducting evaluations for UN agencies or major bilateral donor country programs, and familiarity with UNEG Norms and Standards
- Strong English report writing skills and a track record of producing high quality reports

### b) Desirable requirements

- Experience in conducting joint programme evaluations of UN organizations is strongly preferred
- Previous experience of working in Lao PDR is strongly preferred
- Experience in leading and managing SDG program evaluations is strongly preferred
- Ability to communicate in Lao with professional standard is an asset, if not, the firm(s) shall provide a translator for interviews when needed

## Team member

### c) Mandatory requirements

- Master's degree in International Development, Public Administration, Development Programme & Evaluation, or any related social science discipline.
- Minimum 5 years of technical expertise in the field of evaluation focused on international development, development programming, and implementation.
- Proven experience in conducting evaluations of programmes with international organizations.
- Experience in implementing a range of qualitative and quantitative data collection techniques and methods in programme evaluations.

### d) Desirable requirements

- Preferably, the team member should be a national consultant based in Lao PDR. He/she needs to have a good command of Lao in both written and spoken communication.
- Knowledge of the United Nations System mandate and the political, cultural, and economic contexts of the region and the country.

Given the COVID19 situation, it is desired that both team members are based in Lao, if not possible, at least one team member shall be based in Lao, and the technical proposal shall detail in the methodology how to conduct the process remotely.

In the review of the RFP, while adequate consideration will be given to the technical methodology, significant weighting will be given to the quality, experience and relevance of individuals who will be involved in the evaluation.

## 8- Administrative issues

- Bidders are requested to provide a detailed technical proposal in **Annex C** – Technical proposal response form.
- Bidders are requested to provide a detailed cost proposal in **Annex D** – Financial proposal response form.

- The bidder is requested to provide an all-inclusive cost in the financial proposal. The bidder is reminded to factor in all cost implications for the required service/assignment.
- The bidder is required to include the estimate cost of travel in the financial proposal noting that i) travel cost shall be calculated based on the most direct route and economy class travel, regardless of the length of travel and ii) costs for accommodation, meal and incidentals shall not exceed applicable daily subsistence allowance (DSA) rates, depending on the location, as promulgated by the International Civil Service Commission (<https://icsc.un.org/>).
- Unexpected travels shall be treated as above.

## **EVALUATION MANAEMENT ARRANGEMENT**

The following summaries set out the main roles and responsibilities for those involved in the evaluation.

**The Evaluation Team (ET):** leading role and responsibilities include:

### **Team Leader**

- Delivering against the evaluation requirements set out in the ToR and ensuring these are compliant with UN standards
- Ensuring deliverables (see above) are completed within agreed timeframes, budget, and quality standards
- Responding to, and factoring in, stakeholder feedback in redrafting deliverables

### **Team Member**

- Contributing technical inputs to all deliverables and helping ensure requirements & standards are met
- Assuming lead role in specific technical and / or cross cutting areas as assigned by the team leader, and contributing analysis on these areas

### **The Evaluation Manager**

The RC shall organize the evaluation management and UNICEF will administer the process jointly with ILO. Primary functions include:

- Help develop scoping for the evaluation
- Set out and update a detailed plan for the process, and day to day management and communication of this process with stakeholders
- Leads on recruitment of the Evaluation Team, and provides supervision and support to the ET
- Day-to-day oversight and management of the evaluation process and budget, in coordination with EMG members and other key stakeholders. Leading on quality assurance throughout the process, assuring the quality and independence of the evaluation and guarantee its alignment with UNEG Norms and Standards and Ethical Guidelines and other relevant procedures, managing stakeholder engagement in this (gathering and collating feedback), and ET performance against ToR deliverables

### **The Evaluation Reference Group (ERG)**

An Evaluation Reference Group (ERG) should be set up and comprise a small group of key UN internal stakeholders led by the RC and including the in-country PUNOs. Primary responsibilities include:

- Make decisions on scope, timing, and resourcing of the evaluation
- Conduct consultations with Government and partners as appropriate
- Contributions to, and approval of, the ToR

- Select candidates for the ERG (see below)
- Ensuring lists of contacts, data and information is prepared for the ET, organising the in-country introduction of the evaluation team, arranging interviews, briefings, meetings
- Agreeing and scheduling field visits; providing logistical and admin support
- Contributing to Quality Assurance through comments and feedback on draft deliverables
- Develop the Evaluation Management Response in consultation with stakeholders, with the Representative signing off on this and monitoring progress in the coming two years

## Quality Assurance

Quality assurance through the process will be undertaken by:

- **UNICEF in consultation with ILO**, leading on quality assurance of all deliverables, will provide quality assurance in line with UNEG Norms and Standards and Ethical Guidelines and other relevant procedures checking that the evaluation methodologies, findings and conclusions are relevant and recommendations are implementable, and contribute to the dissemination of the evaluation findings and follow-up on the management response. S/he will review the initial deliverables (such as draft inception report, first draft of the final report) and work with ET on necessary revisions to ensure the deliverables meet minimum quality standards. Once the minimum standards are met, the Evaluation Manager requests feedback from stakeholders, consolidates all comments from Reference Group, Regional Evaluation Advisor and other RO staff and key stakeholders on a response matrix and requests the ET to indicate actions taken against each comment in the production of the penultimate, and final draft.
- **ERG** provides provide comments and substantive feedback to ensure the quality – from a technical point of view – of key evaluation deliverables including the inception report and draft report.
- **The RC is** responsible for final quality assurance checking and final sign off on all deliverables of the evaluation

## 9- Payment Schedule

No.	Payment	Tentative schedule	Remarks
1.	30%	One month from the start	upon approval of the inception report
2.	30%	Three months from the start	upon receipt of draft versions of all deliverables
3.	40%	Six months from the start	upon acceptance of all final deliverables

- The payment schedule must be based on completed deliverables.
- If the bidder wishes to propose an alternative payment schedule, it must be included in the financial proposal. The final payment schedule is to be reviewed and agreed with Joint SDG Fund.
- Payment terms 30 days net upon receipt of approved invoice.

## 10- Contract Supervisor

Maryam Abdu, Chief of Social Policy, Monitoring and Evaluation.

## 11- Any other Information

### Annex 1: Inception Report structure

The Inception Report ensures that the evaluation team has a clear understanding of the TOR of the evaluation. It translates the TOR into an operational plan which determines how the evaluation will be carried out. The Inception Report forms the agreement between the Evaluation Manager and the Evaluation team on the operational plan for the evaluation. The structure for the inception report is:

- **Table of contents**
- **Abbreviations and acronyms**
- **Introduction**
  - Purpose of the Country Programme Evaluation
  - Scope of the evaluation
- **Country context**
  - Highlight key features of the country context which are relevant to Social Protection
  - Identify any key changes in context during the period being covered by the evaluation (e.g. any conflicts or disasters, major changes in policies affecting children etc)
- **UN Joint Programme**
  - UN Joint programme in context of UN response
  - UN Joint programme strategy, objectives, goals, reach and achievements
- **Stakeholder analysis**
  - Identify key stakeholders, their interests and how they will be involved in the evaluation
- **Evaluation Approach and Methodology**
  - State the evaluation approach and rationale for the approach with reference to the degree of stakeholder participation
  - State the evaluation questions which the evaluation will address; if these differ substantially from those noted in the Terms of Reference, indicate why they have been changed.
  - Indicators
  - Sources of data and data collection methods
  - Data analysis approach and tools to be used to answer the evaluation questions
  - (If applicable) Sampling strategy or plan and rationale for it
  - Limitations
- **Quality assurance**
  - Sets out the key quality assurance milestones, processes, and responsibilities for QA of the evaluation
- **Work Plan**
  - Indicate timing of key steps and deliverables for the evaluation
  - Outline responsibilities of each member of the evaluation team and level of effort
- **Annexes**
  - Terms of Reference
  - Bibliography
  - Evaluation matrix (evaluation questions, indicators, data sources and data collection methods)
  - Draft data collection tools/ instruments (e.g. Key Informant Interview protocols, draft survey instruments)

## Annex 2: Evaluation Report Format

Report length: 40-50 pages excluding annexes

- **Executive Summary (up to 4 pages)**
- **Acknowledgments**
- **Table of contents**
- **Abbreviations and acronyms**
- **Map**
  
- **Introduction (6-7 pages)**
  - Purpose of the Country Programme Evaluation
  - Scope of the evaluation
  - Methodology and approach to the evaluation
  
- **Country context and UNJP (6-7 pages)**
  - Draw from the appropriate sections of the Inception Report, with relevant updates based on the subsequent fieldwork and analysis
  
- **Findings (25-30 pages)**
  - Answers to each of the evaluation questions
  
- **Conclusions (5- 6 pages)**
  
- **Lessons (3-4 pages)**
  
- **Recommendations (3-4 pages)**
  
- **Annexes**
  - Terms of Reference
  - Inception Report including Evaluation Matrix
  - Bibliography
  - (As appropriate) methodological tools (including the reconstructed Theory of Change)



### Annex 3: Assessing Risks and mitigating against these.

The table sets out some risks based on previous evaluation experience that need to be assessed and mitigation measures that the evaluation team need develop

Risk and implications	Mitigation measures
<p>Covid-19 Virus spreading, or risk of spreading, results in restricted access and it is being impossible for evaluation country visit and meet stakeholders.</p> <p>Major impact on methodologies and/or timing</p>	<p>Delay implementation of the evaluation by an agreed period</p> <p>Consider options on ET working remotely through desk review and telecoms/video cons and surveys to engage with stakeholders (and include consideration of further reduction of scope)</p> <p>Consider delaying the timing of the start of the evaluation</p> <p>Build in regular review times (e.g., at start and end of inception) to assess and decide on progressing, delaying, or cancelling the process, and review proposed methodologies designed to cope with access constraints</p>
<p>The evaluation is over-ambitious in what it is attempting to cover or wrongly focused resulting in insufficient depth of analysis and/or missed opportunities on key areas</p>	<p>Use inception report to ensure relevance/responsiveness to stakeholder needs and to test feasibility, including assessing and factoring in where other evaluation processes already provide data and findings</p> <p>Reduce or change scope, clearly prioritise areas for evaluation focus, and clarify areas deprioritised</p>
<p>Insufficient time and attention paid to the evaluation at critical points in the process</p>	<p>Plan well in advance and ensure strong messaging by leadership.</p> <p>Ensure evaluation tasks incorporated into the team and key individual objectives</p> <p>Ensure other evaluation processes are scheduled outside the evaluation implementation</p>
<p>Major crisis in the country, requiring response by UN and partners leaving reduced capacity and attention on the evaluation</p>	<p>Delay implementation of the evaluation by an agreed period</p> <p>In case of a high-level crisis, postpone evaluation to the next cycle or greatly reduce scope Allocate dedicated staff to be kept free from crisis response to focus on the evaluation</p>
<p>Poor performance by the Evaluation Team (ET) likely to result in poor timeliness and quality of deliverables and poor return on the evaluation investment</p>	<p>Ensure due diligence in ET recruitment and onboarding</p> <p>Invest time in regular interaction with ET and closely monitoring progress in all phases of the process</p> <p>Monitor changes in team members and set requirements on like-for-like replacements</p> <p>Change evaluation team (or individuals) if necessary</p>

## Annex 4 – Disability evaluation and guiding questions on Persons with Disabilities

As persons with disabilities are among the most vulnerable and marginalized groups across countries and considering the critical role that social protection can play in supporting their inclusion, most joint programs had identified them as direct or indirect beneficiaries.

In line with the Leaving No One Behind principle and the obligations stemming from the Convention on the rights of persons with disabilities, even programs that do not target directly persons with disabilities should ensure that persons with disabilities within targeted population can access the program without discrimination.

The evaluation will therefore assess to what extent:

- Joint programme design, implementation, and monitoring have been inclusive of persons with disabilities (accessibility, non-discrimination, participation of organizations of persons with disabilities, data disaggregation)
- Joint programme effectively contributed to the socio-economic inclusion of persons with disabilities by providing income security, coverage of health care, and disability-related costs<sup>3</sup> across the life cycle.

### Guiding questions

- To what extent did the program target persons with disabilities?
  - Not specifically targeted
  - One of the groups of direct beneficiaries targeted
  - Main target group for the program
- To what extent did the design and implementation of activities of the joint program supported include disability-related accessibility and non-discrimination requirement?
  - No requirements
  - General reference
  - Specific requirements
- To what extent have persons with disabilities, in particular children and women with disabilities, been consulted through their representative organizations?
  - Not invited
  - Invited
  - Specific outreach
- To what extent did support to data collection and analysis, registries, and information system feature disability?
  - No reference to disability
  - Disability included via Washington group short set or similar but no analysis
  - Disability included via Washington group short set or similar
    - Part of general analysis
    - with specific analysis
- To which extent did the program contribute to support inclusion of persons with disabilities via:
  - Ensuring basic income security
  - Coverage of health care costs, including rehabilitation and assistive devices
  - Coverage of disability-related costs, including community support services
  - Facilitate access to inclusive early childhood development, education, and work/livelihood

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3 [Joint statement on inclusive social protection system for full and effective participation and inclusion of persons with disabilities](#)

## Annex 5: UNEG Ethical Code of Conduct

### UNEG Code of Conduct for Evaluation in the UN System

Foundation Document

**UNEG, March 2008**

The Code of Conduct was formally approved by UNEG members at the UNEG Annual General Meeting 2008. Further details of the ethical approach to evaluation in the UN system can be found in the *Ethical Guidelines for Evaluation in the UN System* (UNEG/FN/ETH [2008]).

**UNEG/FN/CoC(2008)**

#### CODE OF CONDUCT FOR EVALUATION IN THE UNITED NATIONS SYSTEM

1. The conduct of evaluators in the UN system should always be beyond reproach. Any deficiency in their professional conduct may undermine the integrity of the evaluation, and more broadly evaluation in the UN or the UN itself, and raise doubts about the quality and validity of their evaluation work.
2. The UNEG<sup>4</sup> Code of Conduct applies to all evaluation staff and consultants in the UN system. The principles behind the Code of Conduct are fully consistent with the Standards of Conduct for the International Civil Service by which all UN staff are bound. UN staff are also subject to any UNEG member specific staff rules and procedures for the procurement of services.
3. The provisions of the UNEG Code of Conduct apply to all stages of the evaluation process from the conception to the completion of an evaluation and the release and use of the evaluation results.
4. To promote trust and confidence in evaluation in the UN, all UN staff engaged in evaluation and evaluation consultants working for the United Nations system are required to commit themselves in writing to the Code of Conduct for Evaluation<sup>5</sup> (see Annexes 1 and 2), specifically to the following obligations:

#### Independence

5. Evaluators shall ensure that independence of judgement is maintained, and that evaluation findings and recommendations are independently presented.

#### Impartiality

Evaluators shall operate in an impartial and unbiased manner and give a balanced presentation of strengths and weaknesses of the policy, program, programme or organizational unit being evaluated. **Conflict of Interest**

7. Evaluators are required to disclose in writing any experience, of themselves or their immediate family, which may give rise to a potential conflict of interest, and to deal honestly in resolving any conflict of interest which may arise. Before undertaking evaluation work within the UN system, each evaluator will complete a declaration of interest form (see Annex 3).

#### Honesty and Integrity

8. Evaluators shall show honesty and integrity in their own behaviour, negotiating honestly the evaluation costs, tasks, limitations, scope of results likely to be obtained, while accurately presenting their procedures, data and findings and highlighting any limitations or uncertainties of interpretation within the evaluation.

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4 UNEG is the United Nations Evaluation Group, a professional network that brings together the units responsible for evaluation in the UN system including the specialized agencies, funds, programmes and affiliated organisations. UNEG currently has 43 such members.

5 While the provisions of the Code of Conduct apply to all UN staff involved in evaluation, only UN staff who spend a substantial proportion of their time working on evaluation are expected to sign the Code of Conduct, including staff of evaluation, oversight or performance management units directly involved in the management or conduct of evaluations. All evaluation consultants are required to sign when first engaged by a UNEG member.

**Competence**

9. Evaluators shall accurately represent their level of skills and knowledge and work only within the limits of their professional training and abilities in evaluation, declining assignments for which they do not have the skills and experience to complete successfully.

**Accountability**

10. Evaluators are accountable for the completion of the agreed evaluation deliverables within the timeframe and budget agreed, while operating in a cost-effective manner.

**Obligations to participants**

11. Evaluators shall respect and protect the rights and welfare of human subjects and communities, in accordance with the UN Universal Declaration of Human Rights and other human rights conventions. Evaluators shall respect differences in culture, local customs, religious beliefs and practices, personal interaction, gender roles, disability, age, and ethnicity, while using evaluation instruments appropriate to the cultural setting. Evaluators shall ensure prospective participants are treated as autonomous agents, free to choose whether to participate in the evaluation, while ensuring that the relatively powerless are represented. Evaluators shall make themselves aware of and comply with legal codes (whether international or national) governing, for example, interviewing children and young people.

**Confidentiality**

12. Evaluators shall respect people's right to provide information in confidence and make participants aware of the scope and limits of confidentiality, while ensuring that sensitive information cannot be traced to its source.

**Avoidance of Harm**

13. Evaluators shall act to minimize risks and harms to, and burdens on, those participating in the evaluation, without compromising the integrity of the evaluation findings.

**Accuracy, Completeness and Reliability**

14. Evaluators have an obligation to ensure that evaluation reports and presentations are accurate, complete, and reliable. Evaluators shall explicitly justify judgements, findings and conclusions and show their underlying rationale, so that stakeholders are able to assess them.

**Transparency**

15. Evaluators shall clearly communicate to stakeholders the purpose of the evaluation, the criteria applied and the intended use of findings. Evaluators shall ensure that stakeholders have a say in shaping the evaluation and shall ensure that all documentation is readily available to and understood by stakeholders.

**Omissions and wrongdoing**

16. Where evaluators find evidence of wrong-doing or unethical conduct, they are obliged to report it to the proper oversight authority.

**(Each UNEG member to create its own forms for signature)**

**Annex 1: United Nations Evaluation Group – Code of Conduct for Evaluation in the UN System****Evaluation Staff Agreement Form**

To be signed by all staff engaged full or part time in evaluation at the start of their contract.

**Agreement to abide by the Code of Conduct for Evaluation in the UN System**

Name of Staff Member:

\_\_\_\_\_

**I confirm that I have received and understood and will abide by the United Nations Evaluation Group Code of Conduct for Evaluation.**

Signed at (place) on (date)

Signature: \_\_\_\_\_

**(Each UNEG member to create its own forms for signature)**

**Annex 2: United Nations Evaluation Group Code of Conduct for Evaluation in the UN System  
Evaluation Consultants Agreement Form**

To be signed by all consultants as individuals (not by or on behalf of a consultancy company) before a contract can be issued.

**Agreement to abide by the Code of Conduct for Evaluation in the UN System**

**Name of Consultant:** \_\_\_\_\_

**Name of Consultancy Organization** (where relevant): \_\_\_\_\_

**I confirm that I have received and understood and will abide by the United Nations Code of Conduct for Evaluation.**

Signed at (place) on (date)

Signature: \_\_\_\_\_

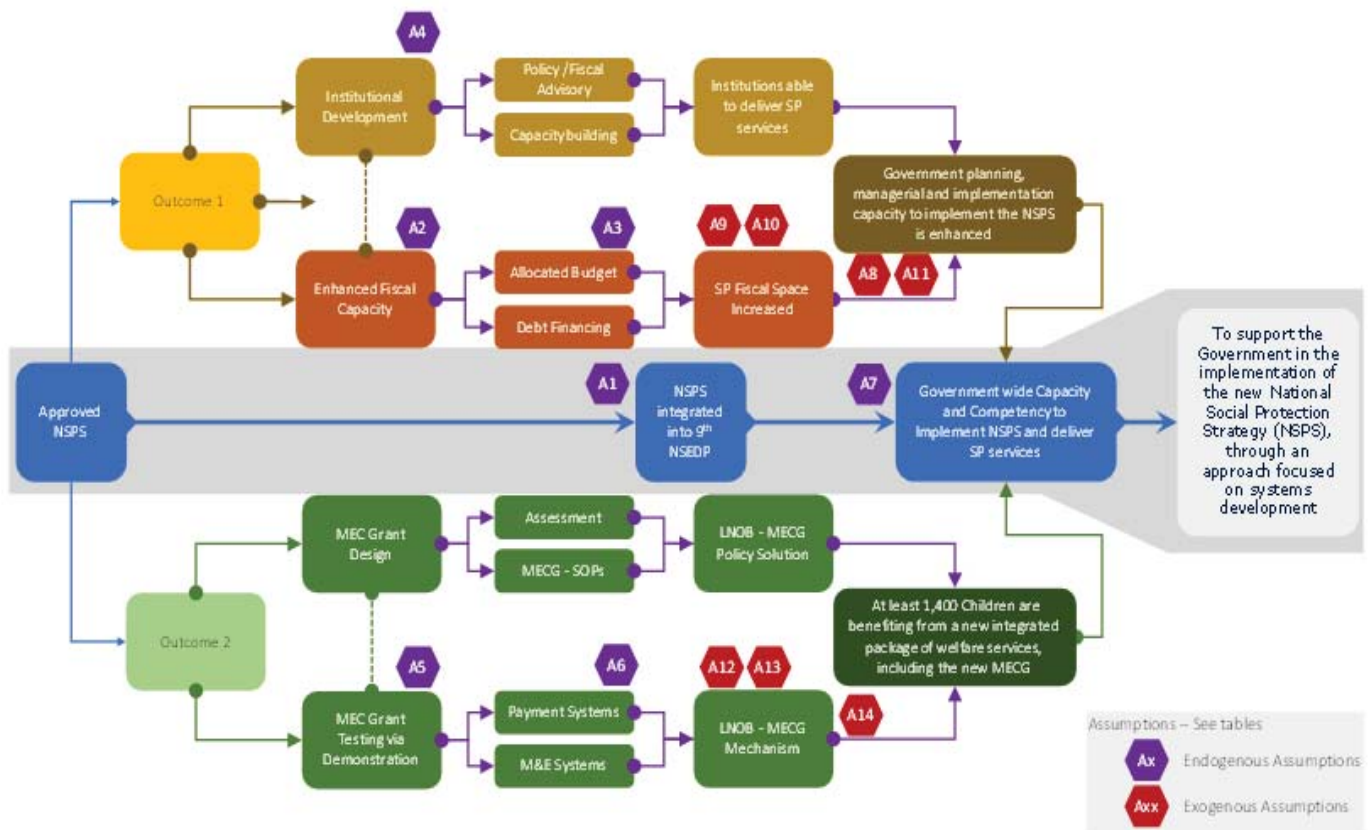
## Annex 6 – Other resources for inception and evaluation reports

- UNJP project documents, blogs, HIS, reports

Other useful documents:

- United Nations Evaluation Group. 2008. *Ethical Guidelines for Evaluation in the UN System*, (<http://www.uneval.org/document/detail/102>).
- United Nations Evaluation Group. 2014. *Integrating Human Rights and Gender Equality in Evaluations*, (<http://www.uneval.org/document/detail/1616>).
- United Nations Evaluation Group. 2016. *Norms and Standards for Evaluation*, (<http://www.unevaluation.org/document/detail/1914>);
- United Nations Evaluation Group. 2018. *UN-SWAP Evaluation Performance Indicator - Technical Note and Scorecard*, (<http://www.uneval.org/document/download/2148>)

## Annex 7 Theory of Change



**Financial Proposal Template:**

<b>RFP Financial Proposal Template</b>			
RFP number:			
Company name:			
UNGM reference number:			
Main contact person and title:			
Email address of contact person:			
Direct telephone number of contact person:			
Date of proposal:			
Validity of proposal:			
Currency of proposal:			
Commercial proposals should be submitted on an <b>all-inclusive basis</b> for providing the contracted Deliverable as described in the TOR.			
<b>Service Fee Description</b>		<b>Costs to be provided based on Deliverables</b>	
<b>TOTAL</b>			
Please indicate proposed payment term			
Breakdown of above rates to be provided for information purposes			

**ANNEX II: SPECIAL NOTES**



## INSTRUCTION TO PROPOSERS

### 1. MARKING AND RETURNING PROPOSALS

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

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

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

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

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

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

**NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.**

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

#### 1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

\* Outer sealed envelope:

Name of company  
[RFP(S) NO.]  
[NAME OF UNIT & UNICEF OFFICE ADDRESS]

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

#### 1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

#### 1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

### 2. OPENING OF PROPOSALS

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

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

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

### 3. UNGM REGISTRATION

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

### 4. AWARD NOTIFICATION

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

## ANNEX A GENERAL TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

#### Definitions and UNICEF Supply Website

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

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

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

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

"Contractor" means the contractor named in the Contract.

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

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

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

"Fee" is defined in Article 3.1.

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

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.

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

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

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

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

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) 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.

"UNICEF Supply Website" means UNICEF's public access webpage available at [http://www.unicef.org/supply/index\\_procurement\\_policies.html](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:

## ANNEX A GENERAL TERMS AND CONDITIONS

(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.

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

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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

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

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

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

5.3 If the Contractor receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made, the Contractor (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and (b) will 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 standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to 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.

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### 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) 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 organisation or other international inter-governmental organisation. The Contractor will immediately disclose to UNICEF if it or any of its Affiliates or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

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

7.5 The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, 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](http://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 Organisation'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 utilised 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

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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.

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 authorised official of UNICEF.

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