

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-MR-2018-40

23 May 2018

UNITED NATIONS CHILDREN'S FUND, Office for Croatia

Wishes to invite you to submit a proposal for

Conducting a baseline assessment for the pilot project of the National Framework for Screening and Diagnosing Autism Spectrum Disorder in Children aged 0-7 in the Osijek-Baranja County

PROPOSAL FORM

THIS PROPOSAL FORM must be completed, signed and returned to UNICEF. Proposal 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 fax 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 MR-2018-40 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 Offer¹: _____

Currency of Offer: _____

Please indicate after having read UNICEF Payment Terms which of the following Payment Terms are offered by you:

10 Days, 3.0% _____ 15 Day, 2.5% _____ 20 Days, 2.0% _____ 30 Days, Net _____

Other Trade Discounts: _____

¹ The minimum period is 90 days from the date of opening.

THIS REQUEST FOR PROPOSAL HAS BEEN:

PREPARED BY: _____
Ivan Gabaj, Operations Assistant

To be contacted for additional information by e-mail. **NOT FOR SENDING OFFERS:**

UNICEF - Office for Croatia
Ivan Gabaj
Operations Assistant
E-mail: igabaj@unicef.org

TERMS OF REFERENCE

Conducting a baseline assessment for the pilot project of the National Framework for Screening and Diagnosing Autism Spectrum Disorder in Children aged 0-7 in the Osijek-Baranja County**1. Background and rationale**

Early identification and diagnostic of autism spectrum disorder (ASD) in children is essential for their progress and favourable outcome, since it ensures that the children can access adequate intervention, enables timely support and education of parents, and thus reduces family stress, leads to better language skills, social relations, adaptive functioning and reduced challenging behaviours. For all these reasons, a great need, as well as the necessity to introduce a screening and diagnostic system for ASD in children at early age have been recognised. In 2013 the Government of the Republic of Croatia formed a cross-sectoral Ministerial Working Group with the goal to improve the lives of persons with autism. The Ministerial Working Group recognised the importance of improving the early diagnostic and early intervention system, allowing the children with ASD and their parents to receive the timely and best possible support. This was followed by signing the cooperation agreement between the UNICEF Office for Croatia and the Ministry of Social Policy and Youth, the Ministry of Health, and the Ministry of Science, Education and Sport in 2014, which marked the beginning of joint work on the improvement of screening, early diagnosis and early intervention for children with ASD aged 0-7. As part of this cooperation, it was agreed that the UNICEF Office for Croatia would provide technical assistance related to the development of an early screening and early intervention framework, which would enable the parents and children to receive support which can significantly improve their quality of life. The Ministerial Working Group and other stakeholders regarded the development of the national framework for screening and diagnosing ASD in children as the first step in the implementation of a co-ordinated inter-agency approach. The development of the National Framework was based on a consultative and participatory approach, which included various stakeholders, parents of children with autism spectrum disorder, civil society organisations and experts of various professions and specialisations.

The first phase resulted in a draft of the National Framework for Screening and Diagnosing Autism Spectrum Disorder in Children aged 0-7 in the Republic of Croatia. The National Framework makes it clear that the needs of children and families accessing health, education and social services should be addressed and that services need to work together to make sure those needs are met. The stakeholders see the adoption of the integrated care pathway approach as an essential element of good practice and a major factor in working with service providers to improve child's outcomes.

The development of the pilot project in the selected county represents the next phase to further inform the process and to gain practical experience of implementing the National Framework in the field. The piloting approach will be the key strategy to demonstrate the results of implementing the National Framework on a small scale with a view to generate evidence to influence national policies, protocols and programmes and to leverage state budget and local funding for scaling-up of the National Framework.

In agreement with the Ministry for Demography, Family, Youth and Social Policy; the Ministry of Health and the Ministry of Education, the pilot project will be conducted in the Osijek-Baranja County in 2018/2019. The first step in developing a pilot project is the initial in-depth baseline assessment, which includes the collection of baseline data against which the progress of the pilot project will be assessed, as well as mapping of the existing services and the assessment of local individual and institutional capacities (health, education and social services) for performing early detection and diagnosis of ASD based on the National Framework model, including early intervention for children with ASD.

2. Purpose and objectives of assignment

Based on the National Framework model, and with the technical support provided by UNICEF Croatia, the findings and recommendations of the in-depth baseline assessment will enable the Ministry for Demography, Family, Youth and Social Policy; the Ministry of Health and the Ministry of Education and Sports to develop the pilot project for increasing access to integrated services for screening and diagnosing ASD, including early intervention services, in children aged 0-7 in the Osijek-Baranja County. The assessment will set baseline data against which the progress of the pilot project will be assessed.

The assessment should also define the best approach for strengthening and offering integrated services for early screening, diagnosing in children with ASD, including early intervention at the local level based on the National Framework. It should also identify the local and regional systems, institutions and actors which have a direct and indirect influence on the final outcomes for children with ASD and in implementing pilot project of the National Framework. This pilot project will be implemented after the assessment process is concluded.

More specifically, the key objectives of the in-depth baseline assessment are:

- a) Identification of key partners for implementing the pilot project
 - identifying relevant institutions, local or county structures, that could be in charge of coordinating different aspects of the pilot project of the National Framework in the Osijek-Baranja County
- b) Identification of gaps to inform capacity development plan for implementing the pilot project
 - assessing the capacities (human resources, knowledge/skills, facilities, equipment, organisation, etc.) of health, education and social welfare institutions and civil society, regarding performing early screening, diagnostic of ASD in children (0-7) in line with the National Framework, including early intervention services, in the Osijek-Baranja County
- c) Identification of children's and caregivers' status and access to services
 - assessing the availability of data on children with ASD (0-7) and their caregivers in the Osijek-Baranja County
 - assessing which groups of families currently do not access available services and why
 - identifying the earliest age to diagnose ASD in children and the waiting time required for screening, diagnosing and early intervention services
 - assessing the extent to which the families are aware of services related to performing early screening, diagnostic of ASD in children (0-7) and providing early intervention services provided at the community level and the extent to which they have access to adequately staffed services, facilities and information
- d) Identification of gaps/shortfalls in services provision
 - identifying the level and the type and scope of inter-sectoral coordination, including and referral pathway, between health, education and social welfare service providers related to performing early screening, diagnostic of ASD in children (0-7), including early intervention services (locally and regionally)
 - identifying the challenges and obstacles that could have influence the capacities of the local and county institutions to provide qualitative services, including the allocation of appropriate budget resources to support the services for children with ASD (0-7)
- e) Collection of baseline data for a set of indicators outlined in the pilot project M&E plan.
 - outlining the set of indicators to be used to monitor the progress of the pilot project over the course of its implementation

3. Proposed methodology

A mixed-method approach is required for this in-depth baseline assessment including the systematic use of qualitative (e.g. structured interviews and focus groups) and quantitative (e.g. surveys, existing data) methods. The overall methodology will be participatory and involve various groups (e.g. parents, paediatricians, early intervention providers, social workers). An initial proposal for a more detailed methodology is to be submitted by the applicant at the time of submission of the technical proposal, which will be used by UNICEF as a basis for the assessment of the proposal. As a part of the tender, the team of consultants/institution/company might be invited to talk about the assignment and its proposed approach and methodology.

Technical proposals are expected to explain the methodology to be utilized to perform the work in detail, and should contain brief information on (including but not limited to) the following:

- Main objectives
- General methodology, in line with the methodology outlined in this TOR
- Timetable and logistic requirements (if any)
- Risks and Assumptions

Afterwards, the contracted team of consultants/institution/company will be requested to develop an inception report, which must contain a work plan, a detailed description of a specific methodological approach, a design for the assessment with a list of questionnaires, and information collection and analysis methods and tools. The approved inception report should lead to the development of appropriate tools. Triangulation of data should be used to increase the reliability of findings and conclusions.

The team of consultants/institution/company should comply with the ethics and visibility rules of UNICEF while preparing the documents and implementing the activities. While writing reports, terminology, ethical rules and publication and citation guidelines of UNICEF should be followed. Necessary guidelines will be provided by UNICEF.

The intellectual property rights of all documents and related materials shall separately appertain to UNICEF and the documents and materials should not be used team of consultants/institution/company and/ or a third party with another purpose. To use the documents and materials by giving reference will be object to the written permission of the parties.

4. Activities, tasks, deliverables and timeframe

The work is expected to be carried out during the period from June-September 2018. The team of consultants/institution/company will provide a detailed timetable in its technical proposal, specifying the distribution of tasks and duration to complete each task. The proposed sequencing in the table below is an indicative proposal which could be improved in the technical offer. The right column indicates an estimated duration for the activity.

Activity	Responsible person(s)	Anticipated timeline	Number of working days per consultant
Phase 1:			
1. Briefing meeting and consultations with the partners (the Ministry for Demography, Family, Youth and Social Policy; the Ministry of Health and the Ministry of Education) and UNICEF. Activities will specifically include: - Agreeing on the concept and methodology - Developing work schedule with timelines	Senior Consultant and National Research Consultant	July 2018	1
2. Reviewing and analysing relevant documents, materials etc.	Senior Consultant and National Research Consultant	July 2018	3

Phase 2:			
3. Development of the Inception report and tools - identification of the baseline assessment methodology, information/data collection method for each objective, sampling for interviews and field visits, development of data collection tools and data analysis plan	Senior Consultant and National Research Consultant	July 2018	5
4. Submitting the Inception report for approval	Senior Consultant and National Research Consultant	July 2018	
5. Developing agenda for the filed visits to the Osijek-Baranja County in consultations with UNICEF	Senior Consultant, National Research Consultant, Field Research Coordinator	July 2018	1
6. Data collection in the Osijek-Baranja County	Senior Consultant, National Research Consultant	August/ October 2018	5
7. Providing daily coordination between the consultants and counterparts, ensuring that concerns are effectively communicated between parties. Monitoring data collection process and overseeing the logistics and control of field operations related to the assessment	Field Research Coordinator	August/ October 2018	7
8. Outline for the report fully developed and agreed	Senior Consultant, National Research Consultant	August/ October 2018	1
Phase 3:			
9. Processing and analysis of the collected data, and draft Interim Report submitted for review	Senior Consultant, National Research Consultant	August/ October 2018	6
10. Feedback provided by all relevant stakeholders	UNICEF and key partners	August/ October 2018	
11. Completing the Second draft of the Interim Report by incorporating feedback from UNICEF and other stakeholders	Senior Consultant, National Research Consultant	August/ October 2018	2
12. Second draft of the Interim Report submitted for final comments	Senior Consultant, National Research Consultant	August/ October 2018	
13. Second round of comments by all relevant stakeholders	UNICEF and key partners	August/ October 2018	
14. Submission of the Final Report	Senior Consultant, National Research Consultant	by 30 th of October 2018	2
Total duration Senior Consultant = 26 days			
Total duration National Research Consultant = 26 days			
Total duration Field Research Coordinator = 7 days			

5. Deliverables

- Inception Report in Croatian
- Interim Report in Croatian
- Final Report in Croatian (no later than two weeks following the draft version)
- Database of collected data (Excel file preferable)

The Final Assessment Report should not exceed 60 pages (without the annexes) and include at least the following:

- Glossary/Acronyms
- Introduction
- Executive Summary
- Objectives, methodology and challenges / limitations of the assessment
- Findings
- Conclusion and recommendations
- Annexes including list of the data with maximum disaggregation

6. Management

The Deputy Head of Office and ECD Officer will supervise the team of consultants/institution/company, with technical and logistical support provided by the ECD Programme Assistant.

7. Estimated Cost and Payment

The applicant shall present a detailed financial proposal, with a detailed cost breakdown: (i) Professional fees (daily consultancy rate, number and level of professionals on proposed team included in the quotation); (ii) Travel-related expenses (including international and local travel; travel cost must be the most economical and most direct route, economy class air ticket only); (iii) Translation (if applicable), and (iv) Accommodation costs arising from planned visits, as well as other costs related to administrative tools, translations, communications, etc. Please provide the all-inclusive price to deliver professional services in accordance with the Terms of Reference. The price must include all costs to be borne by the applicant for undertaking the specific assignment.

The percentage of total remuneration for key deliverable

Activities	Payment
Submission of the Final Inception Report	20%
Submission of the Final Interim Report	30 %
Submission of the Final Assessment Report with data base of collected data	50 %

Reservations: UNICEF reserves the right to terminate the contract and/or withhold all or a portion of payment if the rules and the regulations regarding confidentiality, ethics and procedures of UNICEF and the partners are not followed, or the performance is unsatisfactory:

8. Team composition and qualifications required

Senior Consultant (International or national) – Team leader

- Experience in the field related to ECD, research and evaluations, with special focus on children with disabilities, with academic qualifications (at least a Master's degree) in social sciences (Psychology or Social Policy, Public Administration, etc.) or another related field
- Credible international expert with at least 5-8 years of professional experience in planning, implementation, management, monitoring and assessments of integrated ECD programmes
- Proven experience with similar assessments in the ECD and community interventions
- Ability to work independently
- Strong analytical and writing skills, capacity to synthesize, structure and clarify complex issues. Critical and nuanced thinking would be an asset
- Proven team leading skills and team spirit
- Excellent communication and report writing skills in English and/or Croatian
- Commitments to deliver the final products in line with the set TOR within the agreed timeline
- Knowledge of Croatia or the region and practical work experience in the country is a strong asset

National Research Consultant

- Experience in the field related to ECD, research and evaluations, with special focus on children with disabilities, with academic qualifications (at least a Master's degree) in social sciences (Psychology or Social Policy, Public Administration, etc.) or another related field
- Experience in conducting assessments – applied knowledge of assessment methods and tools
- The candidate must have technical expertise in impact evaluation and econometric analysis
- Good analytical and writing skills in English and Croatian
- Commitments to deliver the final products in line with the set TOR within the agreed timeline
- Ability to integrate comments of the leading Senior consultant and to revise draft report accordingly

National Field Research Coordinator

- Bachelor's Degree in social sciences
- Project management/coordination skills
- Ability to work in multicultural teams on complex projects
- Experience with administering surveys, organising focus groups, etc.
- Excellent communication skills (verbal and written)
- Fluency or advanced command of English and Croatian.

9. Condition of Work

The international consultant will be provided with a working desk in the UNICEF office while in Croatia. National consultants will facilitate the arrangement of meetings and workshops with partners as required and will provide logistical support as necessary. The consultants will use their own laptops for the assignment. The consultants are expected to undertake field trips to the selected location in private arrangement.

SPECIAL NOTES

SEALED Proposals should be sent to:

UNICEF Office for Croatia

LRPS- MR-2018-40

Radnicka cesta 41/7

10000 Zagreb

IMPORTANT - ESSENTIAL INFORMATION

1. DEADLINE FOR SUBMITTING PROPOSALS

The Proposals **MUST** be received at the above address by latest 16:00 on 27 June 2018. Due to the nature of this LRPS, there will be no public opening of proposals.

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

Bidders are encouraged to confirm their interest no later than 20 June 2018 by sending an e-mail to igabaj@unicef.org

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.

2. CONTACT FOR ADDITIONAL INFORMATION (NOT FOR SENDING OFFERS)

All requests for formal clarification or queries on this LRPS must be submitted in writing to Mr. Ivan Gabaj, Operations Associate via e-mail at igabaj@unicef.org. Please make sure that the e-mail mentions the LRPS reference number.

Only written inquiries received no later than 20 June 2018 will be responded. Please be informed that if the question is of common interest, the answer will be shared with all potential LRPS bidders.

UNICEF will send answers to bidder's questions on 21 June 2018 by 16:00 hours.

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.

3. LRPS RESPONSE FORMAT

Full proposals should be submitted in ENGLISH and must be received not later than 16:00 on 27 June 2018.

Bidders must submit sealed proposal in an "Outer envelope" that includes:

- A) REQUEST FOR PROPOSAL FORM, signed and stamped (page 2 of this document) (one (1) copy),
- B) the TECHNICAL PROPOSAL (three (3) copies) in separate sealed envelope, and
- C) the PRICE PROPOSAL (one (1) copy) separate sealed envelope.

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.

The envelopes must be clearly marked as instructed below:

1. Outer envelope:

Content:

- Request for proposal form
- Sealed envelope with three copies of technical proposal
- Sealed envelope with one copy of price proposal

Address

Name of company

LRPS number: LRPS-MR-2018-40

Recipient: UNICEF Office for Croatia

Address: Radnicka cesta 41, 10000 Zagreb

2. Inner envelope with TECHNICAL PROPOSAL ("Envelope 1"):

Content: three copies of technical proposal

Address: Name of company, LRPS number - technical proposal

3. Inner envelope with PRICE PROPOSAL ("Envelope 2"):

Content: one copy of price proposal

Address: Name of company, LRPS number - price proposal

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 LRPS, 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.

4. BIDDER RESPONSE & INSTRUCTIONS TO BIDDERS

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.

Proposal must be submitted in ENGLISH. The bidder must provide sufficient information in the proposal to address each area of Statement of Work and Terms of Reference to ensure evaluation team can make fair assessment of the bidder based on his/her proposal.

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

The proposal must be valid for at least ninety (90) calendar days, commencing on the date of the proposal presentation. During this period, proposal modifications will not be admitted. Any proposal that is valid for less period of the time will be rejected.

The proposal shall include, as a minimum:

1. REQUEST FOR PROPOSAL FOR SERVICES FORM (Enclosed Proposal Form – page 2)

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

2. TECHNICAL PROPOSAL (Envelope "1") containing:

No price information should be contained in the technical proposal.

The technical proposal should be organized according to the following contents:

a) CONSULTANT/INSTITUTIONAL PROFILE AND TRACK RECORD - description of proposer's relevant experience in the line of work, including similar or relevant projects undertaken in the past, for the categories bidding for, and list of previous UN contracts carried out in related fields of work. Include samples and references of work and outcomes including any data related to cost effectiveness and efficiency and quality assurance mechanisms. Please provide contact details of key references.

b) UNDERSTANDING OF THE SERVICE CATEGORY; REQUIREMENTS AND APPROACHES. This text should contain an initial proposal for a more detailed methodology which will be used by UNICEF as a basis for the assessment of the

proposal. This part should explain the methodology to be utilized to perform the work in detail, and should contain brief information on (including but not limited to) the following:

- Main objectives
- General methodology, in line with the methodology outlined in this TOR
- Timetable and logistic requirements (if any)
- Risks and Assumptions

c) CVS/RESUMES summary of key persons and institutional organogram. The profile should also include description of established partnerships, if any, that are being proposed for potential implementation of contracted services, as well as CVs/resumes of key persons in those partner institutions. This text should provide enough information for UNICEF to judge whether the proposer has the skills and personnel profiles required to carry out the category of work and should include statement of capabilities and capacity. In case of proposals submitted as partnerships or sub-contracts, proposals should clearly indicate the lead institution that will serve as the contracted entity. CVs are required for all key team members and should be in line with the profiles mentioned in the price proposal.

d) Any other clarifications the proposer would like to make that are not expressed elsewhere, in support of their proposal.

e) FINANCIAL STATEMENTS (BON 1, BON 2) for the most recent year available in English language (not for individual consultants)

f) A copy of the vendor's certificate of legal registration/incorporation (not for individual consultants)

g) United Nations Global Marketplace (UNGM) vendor registration number (not for individual consultants)

Technical proposals will be evaluated against the evaluation criteria as below and as applied across all service categories (total 70 points).

Only proposals evaluated with a minimum of 42 points will be considered further.

3. FINANCIAL PROPOSAL (to be submitted in separate envelope, "Envelope 2"):

Financial proposal must include all financial cost for the service. This includes all associated costs such as those required for travel, communications, IT infrastructure, and other forms of "contingencies", "overhead", "indirect costs", "taxes" or "administrative expenses". Rates are expected to be applicable over the duration of the contract.

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

- a) All rates quoted must be in Croatian Kuna (HRK) or US Dollar (USD). Invoicing must be in the same currency.
- b) Unless a specific price structure is provided in this LRPS, the bidder should suggest a payment schedule for the Contract, linked to unambiguous Contract milestones.
- c) All prices/rates must be exclusive of all taxes as UNICEF is a tax-exempt organisation.

5. EVALUATION OF PROPOSALS and CRITERIA FOR SELECTION

The service provider will be selected based on the following four criteria: (i) experience in conducting activities described in the Terms of Reference, (ii) technical expertise, knowledge and skills of the members of the team, (iii) quality of the technical proposal, and (iv) value of the technical proposal (financial offer).

The maximum number of points is 100 (70 points for technical and 30 points for financial proposal).

A. Technical components (total of 70 points)

1. Overall response – (I) overall quality of proposal and tenderer's understanding of objectives and how they propose to perform tasks in order to meet the objectives and (II) requirements of the Terms of Reference (ToR) (20 points)
2. Technical expertise, knowledge and skills of the proposer and the members of the team – (I) Range and depth of experience, (II) Previous experience on topic, and (III) Samples of previous work (20 points)
3. Proposed methodology and approach – (I) Methodological soundness & meeting needs of research objectives, (II) Ability to provide contextual data and (III) Description of approach to ensure quality of services, absence of conflict of interest and respect to ethical standards (30 points)

B. Financial component (total of 30 points)

1. Value of the technical proposal - financial offer (30%). Financial offer should include terms of payment.

The maximum number of points for the Financial proposal will be allotted to the lowest price proposal (for the standard team cost for that category) that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component (42 points). All other price proposals will receive points in inverse proportion to the lowest price; i.e :

$$\text{Score for price proposal X} = \frac{\text{Max. score for price proposal (30)} * \text{Price of lowest priced proposal}}{\text{Price of proposal X}}$$

CALCULATION OF OVERALL SCORE

Finally, the overall score for each of the proposals is calculated based on a ratio of 70% - 30% between the technical and price proposals.

Maximum Points

Technical Proposal Score: 70 points
Price Proposal Score: 30 points
Overall Proposal Score: 100 points

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.

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);
- contract any number of candidates as required to achieve the overall evaluation objectives.

PROPOSAL OPENING

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

PROPERTY OF UNICEF

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

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.

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.

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 Governments rights to use, sell, dispose of or, otherwise, deal with any item that may be acquired under any resulting Contract.

PAYMENT TERMS

Payment will be made only upon UNICEF's acceptance of the work performed in accordance with the contractual milestones. The general terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing. Financial proposals should include proposed stage payments.

INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner indicated in the cover page of this document (by letter). 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 manners will be invalidated:

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

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 SEALED PROPOSALS

The Proposal must be sent for the attention of the Bid Unit of UNICEF Croatia, Radnicka cesta 41, 10000 Zagreb, Croatia, (Tel: +385 1 2442 660). Proposals not sent in this manner will be disqualified.

They must be clearly marked as follows:

* Outer sealed envelope:

Name of company

RFP(S) NO. (Insert number)

UNICEF Croatia

For the attention of the Bid Unit

Radnicka cesta 41, 10000 Zagreb, Croatia

* 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): Name of company, RFP(S) number - price proposal

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

2. OPENING OF PROPOSALS

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

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

2.3 In case 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 requested to become a UNICEF vendor by creating a vendor profile and submitting their national incorporation license/certificate at the Level 1 stage of vendor registration process in the UNGM website: www.ungm.org

3.2 Please note that UNGM registration, including provision of national incorporation license/certificate, should be submitted as soon as possible and is a mandatory requirement for any eventual award.

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.

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, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combatting Fraud and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct and UNICEF's Information Disclosure

Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

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

Provision of Services and Deliverables

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

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

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

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

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

Non-conforming Services and Consequences of Delay

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

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

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

- (a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);
- (b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance;
- (c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;

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

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

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

Contractor's Personnel and Sub-Contractors

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

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

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

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

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

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

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

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

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

2.12 The Contractor confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Contractor will further cooperate with UNICEF's implementation of this policy.

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

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 2.14.

3. Fee; Invoicing; Tax Exemption; Payment Terms

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

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

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

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

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

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

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

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

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

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

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

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

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

Indemnification

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

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

Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

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

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

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

- (iv) Such other insurance as may be agreed upon in writing between UNICEF and the Contractor.
- (b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.
- (c) The Contractor will be responsible to fund all amounts within any policy deductible or retention.
- (d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.
- (e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.
- (f) Compliance with the insurance requirements of the Contract will not limit the Contractor's liability either under the Contract or otherwise.

Liability

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

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

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

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

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

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

Confidentiality

5.2 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.

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 Combatting Fraud and Corruption. In particular, the Contractor will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

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

7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, or the International Labour 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 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.