United Nations Children's Fund
UNICEF Office for Croatia
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Croatia

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REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2018-9138815 **01 June 2018**

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

A Study on financing, governance, and parents' perspectives on pre-primary education

XXXXXXXX FAX/LETTER NOT SPECIFIED IN 'PREPARE ITB (ZMRQ)' XXXXXXXX

unicef

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Ivan Gabaj **Date:** 31.05.2018

Ivan Gabaj
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email : igabaj@unicef.org

Approved By:

Mlinaric **Date:** 01.06.2018.

Robert Mlinaric

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REQUEST FOR PROPOSAL FOR SERVICES FORM

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

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

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

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2018-9138815** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Currency of Proposal: _____

Validity of Proposal: _____

Please indicate which of the following Payment Terms are offered by you:

10 Days 3.0%_____15 Days 2.5%_____20 Days 2.0%_____30 Days Net_____Other_____

Item	Service Description	Quantity	Unit	Unit Price	Price

10 Review of services

1. Background and rationale

1.1. Background

Research from various disciplines (for example, medicine, economics, education) indicates that structured learning opportunities for children from an early age substantially contribute to their development and lead to subsequent resilience, better health and overall increased wellbeing in later life (Campbell et al., 2014; European Commission/EACEA/Eurydice/Eurostat, 2014; Heckman, 2012; National Scientific Council on the Developing Child, 2014; UNICEF, 2014). It has been shown that disparities in access to early learning often carry over into adulthood and are extremely difficult, if not impossible, to counteract (Bourdieu & Passeron, 1977; Coleman et al., 1966). Therefore, it is essential to ensure quality early learning for all children, regardless of their family background, disability, or economic status.

For those reasons, Pre-primary Education (PPE) is highlighted in the UNICEF Strategic Plan for 2018-2021 and features also in the Sustainable Development Goals (SDG). It is, further, recognised in the Regional Education Agenda for the Eastern Europe and Asia Region under the result area #every child learning early and enrolling on time# within the Regional Knowledge and Leadership Area (RKLA) 3&4.

Through its Country Programme Document (CPD) for the period 2017 to 2021 UNICEF#s country office in Croatia is committed to raising pre-primary attendance for children aged 4 to 6, particularly for children at most risk from exclusion, that is, children from marginalised backgrounds and children with disabilities and special educational needs. Low pre-primary attendance primarily seems to be a matter of access. This study will serve to better understand what can be done to raise pre-primary education attendance in the country so that it can become universal in the long term.

To increase access into pre-primary education, the UNICEF office for Croatia has partnered with the Ministry of Science and Education and the Ministry for Demographics, Family, Youth and Social Policy to increase structured learning opportunities for children from age 3 onwards. The Education and Demographics ministers are endorsing this effort, to: (1) achieve better education quality by fostering inclusion and diversity, and (2) encourage young families to contribute to population rejuvenation by increasing benefits for young families and so preventing them from migrating out of Croatia.

In line with Article 12 of the Act on education in primary and secondary schooling (Croatian Parliament, 2008/2017) in Croatia, compulsory education starts at age six. Pre-primary children attend mandatory preschool for free for 250 hours during one year before starting primary school (Croatian Parliament, 2008b). Before preschool, children can attend kindergartens, which are usually subsidised by local authorities. The type and amount of subsidy is determined by each individual local authority.

Nevertheless, data from Eurostat (Eurostat, 2018) show that with 75.1% Croatia has the lowest kindergarten attendance in the entire European Union. Available data show stark variations in pre-primary education attendance depending on locality. In the capital, Zagreb, for example, PPE attendance for 3-6 year olds is at 89 per cent, whilst in counties such as Brodsko-posavska, the attendance is much lower and lies approximately at 20 per cent (Dobrotic& Matkovic 2017). These counties are simultaneously some of the poorest in the country, with a high emigration rate (see also Centre for peace studies, 2016).

1.2. Literature review, context and rationale

Despite the awareness that low attendance in PPE may contribute to all sort of population and societal problems, little has been undertaken to address the issue systematically. Croatia has a legacy of decentralised pre-primary education and care, which is a common model across the European Union, but can take different governance and

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financing schemes (Bertram & Pascal, 2016). This means that financing of early childhood education is almost exclusively responsibility of local authorities. Financing relates to infrastructural investments, the covering of running costs, investing in teacher salaries and their professional development (Dobrotic & Matkovic, 2017).

Dobrotic and Matkovic (2017) have noted that 99 per cent of all spending on early learning and care has come from local authorities. In other words, the amount and circumstances for subsidising or co-funding pre-primary services depend on the extent to which local authorities see benefits in investing in pre-primary education. With local authorities being the sole investors in pre-primary education, it is not surprising that some municipalities choose to spend very little on pre-primary education, whilst others may go over and beyond to assist families and secure free structured early learning for all.

According to Dobrotic and Matkovic (2017), 108 local authorities reported spending less than 1 per cent of their annual budget on pre-primary education services, with over half of them (60) effectively spending next to nothing on PPE. It is also those localities, point out Dobrotic and Matkovic (ibid.), that record the least attendance in pre-primary education, not least for a lack of opportunity for children to participate in structured early learning. What is more, vulnerable children (children from Roma backgrounds, children living in poverty and children with disabilities and special needs) have practically no chance to be included in pre-primary education in those localities (cf. UNICEF, 2015).

There is consensus among policy makers and experts alike that the kind of decentralised PPE arrangement that exists in Croatia is a contributing factor to low attendance in pre-primary education in specific localities, particularly those that do not invest in it. Nevertheless, this has not turned into action on the local level, because communities are either unwilling or unable to offer structured learning for pre-primary children. This is a matter of concern, since unequal spending leads to unequal opportunities to attend pre-primary education across the country (cf. Centre for peace studies, 2016).

Apart from financing, it is conceptually important to bear in mind that parents may have other reasons for not sending their children into early learning. Therefore, there are two separate research avenues to pursue in this study:

(1) The financing and governance of Pre-primary Education (PPE) and
(2) The knowledge, attitudes and perspectives of parents towards PPE.

To focus research efforts, education quality, teachers# professionalism and professional development should be addressed in the investigation avenue on governance and policy, since decisions on funding for staffing, staff salaries, and their professional development are also all made at the local level.

2. Purpose and scope of the research

2.1. Objectives and research questions

The goal of this study is to generate data for a more comprehensive insight into the barriers and bottlenecks for structured pre-primary learning in Croatia in order to understand how best to achieve an increase in access to pre-primary education in Croatia. Conceptually, the study will be oriented on understanding the links between governance, financing models, and parent perspectives.

The study is meant to answer the following questions:

1. Why are not all children in Croatia included in pre-primary education?
2. What can be done to include all children into pre-primary education?

The primary objectives of this study are:

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a) to provide a more in-depth understanding of PPE financing and governance in Croatia, specifically analysing the present kindergarten format and investigating the potential for emerging and innovative ways of financing kindergartens
b) to understand why parents send and do not send their children to kindergarten and under what circumstances they would be more likely to send them to kindergarten
c) to offer innovative, efficient, and affordable solutions to existing barriers and bottlenecks in financing and governance, so that universal coverage of quality PPE services can be achieved
d) to provide recommendations for optimising the use of existing capacities of preschool institutions, particularly with regards to the needs of the most vulnerable children and their families

The secondary objectives of the study are:
a) to offer costing scenarios that provide universal coverage in localities with low PPE attendance, paying attention to including the most vulnerable children
b) to consider opportunities to engage private and civil sector stakeholders in early learning whilst increasing the quality of education provision.
In short, the study should provide an overview of the underlying causes of low attendance in pre-primary education and offer solutions how they could be addressed. We are looking for innovative, efficient, and affordable #out of the box# suggestions for action, which could mean a changed role of parents, the central government, as well as the civil and private sectors in securing quality PPE.

2.2. Scope of work, coverage and time frame

According to the website of the Ministry for Administration, in March 2018, Croatia had 567 local and regional government units. This study envisions selecting about 10 different local government units to look at their financing and parent perspectives on pre-primary education in more detail. Selection criteria will include: financing, size of local government unit, enrolment rates into pre-primary education, localities with high rates of children living in or at risk of poverty and localities with large numbers of Roma (ie. Eastern Croatia and the mountainous regions of Croatia). We are assuming that children with special educational needs and learning disabilities are distributed proportionally across the country.

The consultancy will be expected to perform the following tasks:

- Collect and analyse available data on national and local spending on PPE, focusing on understanding high and low spending localities in particular
- Provide a calculation of the annual balance of costs and benefits for expanding inclusive PPE services in selected localities of low investment (including construction and maintenance of kindergartens, employment # with special attention to inclusion of vulnerable children, and education of teachers)
- Suggest alternative costing scenarios for the expansion of PPE services (e.g. with the involvement the private or civil sector)
- Explore tax reduction options for communities wishing to expand their PPE services
- Make a visual representation that helps to better understand the ways in which decisions on financing for PPE are made on the local level
- Investigate the knowledge, attitudes and perspectives of parents on pre-primary education, paying particular attention to including parents of the most vulnerable children (children with disabilities and special educational needs, Roma children and children living in or at risk of poverty)
- Conduct interviews with local and national decision makers on pre-primary education
- Ensure that all research is in line with UNICEF#s standards on research ethics

The work would ideally produce a mixed-methods study that combines governance models, available data on financing with views and experiences of stakeholders in local authorities and juxtaposes them with views of parents, including those from vulnerable groups (Roma, children with disabilities, children living in poverty), as their children usually are the most excluded from PPE.

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It will be important to compare and contrast areas of low and high attendance, so that parallels can be drawn and reasons for low or high attendance could be better explained. Particular attention should be paid to learning under what conditions parents from vulnerable groups would be more likely to send their children into structured early learning.

Data from parents should supplement and triangulate the data from the governance and financing section of the study with real-life experiences.

The anticipated phases of the research process are described below and in more detail in section 5.3.

Detailed timeline:

1st phase: desk review, 1,000-word methodological proposal (research protocol) with Power point presentation of methodology: August and September 2018
2nd phase: data collection, data analysis, submission of 1,000 words progress report: October and November 2018
3rd phase: writing of the draft report (15,000 words), draft recommendations, fact sheets and detailed analysis, December 2018 and January 2019
4th phase: detailed analysis and finalisation of the report (ca 25,000 words): March, April, May, June, July, August 2019

2.3. Audience and research findings
The expected audience for this report will be practitioners, academics, local governments, relevant ministries, parliament committees, political parties, and the wider public.

The findings from this study will be used as evidence in supporting UNICEF#s agenda on pre-primary education, e.g. to advocate for increased access to pre-primary education, to model good practices in ensuring access to pre-primary education, and to strengthen capacities to offer good and accessible pre-primary education.

Furthermore, the findings will be used as input for the UNICEF#s country office#s programming and the advancement of solutions in pre-primary education more broadly.

The findings from this study are expected to provide evidence of good practices in pre-primary education in Croatia, offer costing models, and shed light on the bottlenecks and barriers for access to quality pre-primary education. This will serve academics, practitioners, civil society organisations, and the wider public alike. The findings will paint a more comprehensive picture on pre-primary education in Croatia. This will help practitioners, academics, politicians, civil society organisations, the media and the wider public to better understand their roles in advancing access to quality pre-primary education in Croatia.

Finally, the study#s findings will also inform key decision makers about the needs and challenges in pre-primary education in Croatia and offer incentives for innovative, equitable and sustainable models of financing access to quality pre-primary education.

3. Methodology

3.1. Involvement of stakeholders and external quality assurance
The consultants are required to present and discuss the research protocol and the draft research report with the UNICEF country office which can invite other stakeholders, like relevant ministries or external experts to give their input and guide the research.

It is expected that a detailed research protocol will be put together by the selected team of consultants in

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September 2018 and shared with the country office. The UNICEF country office will then invite like relevant ministries and external experts for consultation. Following the consultations, the research protocol will be further adjusted and approved to go into the succeeding stages.

Equally, a similar process will be conducted for the preparation of the research report at the end of 2018/beginning of 2019. These steps are also presented under point 5.3 of this ToR.

3.2. Likely research design, travel, and suggested research methods
The consultancy may involve travel to different parts of Croatia. Travel arrangements including purchase of air tickets is the responsibility of the selected candidates/institutions and an estimated cost of travel should be clearly indicated in the financial proposal. Calculations of travel costs and/or accommodation costs should be based on economy class travel regardless of the length of the travel. Travel and accommodation costs will be approved after consultations with the UNICEF country office, once a detailed research protocol is provided by the selected consultants team in September 2018.

The consultants are encouraged to develop a research protocol that best addresses the purpose and scope of the intended research. The research design will follow on a literature review, which will include, but is not limited to the key readings listed at the end of this ToR.

In order to comprehensively address the research questions, and triangulate data, we suggest a mixed methods design, focusing on two main steps>

1. comparing about 10 localities of varying sizes and with varying degrees of spending and attendance in pre-primary education.
2. In addition to that, the study will include a national perspective on governance and financing, so that recommendations on possible changes to governance and financing nationally can be made.

Following on that, research protocol is likely to include, but not limited to, the following research methods:

- Document analysis: analysis of existing regulations regarding financing, taxes and governance in pre-primary education, in order to identify windows for improvement (i.e, the involvement of the private sector, a change in regulations, new accountability mechanisms for investing in PPE), so that universal coverage to pre-primary education can be achieved.
- Budget analysis: analysis of available national and local data on spending on pre-primary education
- Identification of localities with low and high spending (low and high attendance) into PPE for case comparison
- Semi-structured in-depth, possibly iterative interviews of a number of local, county and national decision makers, civil society organisations and similar stakeholders involved in PPE
- Focus groups or interviews with parents (with particular attention to parents of children living in poverty, Roma children, and children with special educational needs)
- (Online) questionnaires for gaining parents# perspectives on financing in PPE
- Financial projections of selected communities with cost/benefit scenarios for expanding access in selected communities with low access.
- Financial projections for national decision makers focusing on cost/benefit scenarios for expanding access nation-wide

3.3. Data priorities and study participants
It is expected that this study will involve adults only (parents, stakeholders, and local decision makers). In dealings with them, it will be important to abide by UNICEF regulations on research ethics.

The focus of the study is the comparison between localities of low and high attendance of similar size, and the ways in which those localities make decisions on spending on pre-primary education. Data will be gathered not only from decision makers, but from parents and any other actors who can help in better understanding pre-primary education

access in a particular locality. In addition to that, parent perspectives from the same locality will be gathered, so that a fuller picture on reasons for low or high attendance could be gained.

A second priority for data gathering is the understanding of the national perspective on pre-primary education. In other words, what regulations, polices and initiatives underlie the way in which pre-primary education attendance is prioritised or not prioritised and what can be done to advance them to achieve policies geared towards universal pre-primary attendance.

3.4. Generalisability and limitations

The aim of this study is to present research findings which will help in better understanding and advancing Croatian pre-primary education services. As mentioned under point 2.2. of this ToR and due to limitations on time, not all of the 567 local governments can be analysed for the ways in which they make decisions on pre-primary education financing.

For that reason, about 10 different localities should be selected to compare and contrast. The process of comparison and contrasting of selected cases should generate data which would be valid and reliable in the sense that the process of data collection and analysis consistent and appropriate to the research task.

On the other hand, some of the data gathered, in particular relating to governance regulations, will relate to the national level and will be generalisable for the country of Croatia.

Following on that, and this being an epistemologically pragmatic study, we expect that the main messages of the study will be rooted in triangulation and consistency of the research and analysis process.

What should be generalisable from the comparison of the case studies should be the lessons learned on governance, financing and parent perspectives. These findings do not necessarily have to be quantitative, but should feature elements that other local communities in Croatia can relate to.

4. Ethical considerations

Contractors are required to clearly identify any potential ethical issue, as well as the processes for ethical review and oversight of the research/data collection process in their proposal. UNICEF Procedure for Ethical Standards in Research, Evaluation, Data Collection and Analysis can be found at:
https://www.unicef.org/supply/files/ATTACHMENT_IV-UNICEF_Procedure_for_Ethical_Standards.PDF and should be consistently applied throughout the research process. The procedure contains the minimum standards and required procedures for research, evaluation and data collection and analysis undertaken or commissioned by UNICEF (including activities undertaken by individual and institutional contractors, and partners) involving human subjects or the analysis of sensitive secondary data. These standards explicitly recognise and reflect the spirit and intention of the Declaration of Helsinki (1964) and its attendant amendments, emphasising the importance of respect for and protection of human rights.
The following are brief explanations of the three key principles for ethical evidence generation:

- Respect: All evidence generating activities should ensure respect for all persons. Respect demands that individuals be treated as autonomous agents. An autonomous agent is an individual capable of deliberation about personal goals and of acting under the direction of such deliberation. To respect autonomy is to give weight to autonomous persons' values, preferences, and beliefs and to recognise their capability for self-legislation, their ability to make judgments, to state their opinions and to make choices.
- Beneficence and Non-maleficence
  - Beneficence - The principle of beneficence refers to the requirement that actions within evidence generating activities promote the well-being of individuals, communities or the society as a whole. Beneficence includes the concept of reciprocity, whereby the evidence generated is conveyed back to the participants so that they may triangulate findings, contextualise their participation and potentially gain from the knowledge disseminated.
  - Non-maleficence - The principle of non-maleficence, doing no harm, requires avoiding harm or injury to

participants, both through acts of commission or omission.

· Justice: The principle of justice requires that consideration is given to who benefits and who bears the burden of the evidence generation. This requires that due reflection is given to determining the appropriateness of proposed methods of selecting participants.

The research will apply the #do no harm# principle i.e. avoiding constituting a risk to participants in the research.

5. Requirements

5.1. Key deliverables

All outputs should be submitted to the country office in British English, and gender-competent in language and presentation. The key output of the consultancy is the final report of 20,000 to 30,000 words excluding appendices. A suggested outline for both the draft and final the report will cover the following:

- Purpose and objectives of the report
- Background information, such as, but not limited to, socio-economic and demographic context, legislation, policies, governance in social policies, local level specificities
- Methodology, concepts and terminology used, assessment of methodology (including limitations)
- Key findings, conclusions, and recommendations on pre-primary education in Croatia
- Descriptions of best practices
- Possible cost-effective, equitable, and financially and institutionally sustainable scenarios for expanding early learning services in selected localities
- Appendices detailing data collection and analysis (such as types of data analysis, interview schedules, relevant transcripts, questionnaires, etc.), and other accompanying material useful for the report
- Executive summary

In addition to that, during the research process, the following will be delivered

- Research Protocol of 1,000 words with Power point presentation of methodology
- 1,000-word progress report on data collection and preliminary findings
- Fact sheets with relevant information from study for advocacy purposes
- Power point presentation containing main findings and recommendations for advocacy purposes with the decision makers and the wider community

5.2. Team qualifications

The consultants are encouraged to find best ways to utilise their resources and skills. In other words, there are no fixed requirements on the number of people working on the team and their levels of involvement. It will be the responsibility of each individual team to showcase the required qualifications through CVs and publications of its members against the technical selection criteria that will be made explicit in the Request for Proposals.

The research team leader will be accountable for demonstrating that the consultancy team has the appropriate knowledge, research and analytical skills for conducting the study to a high standard and in time. The research team leader will be accountable for managing her/his team efficiently. Below are some of the profiles that we advise, but do not constrict, the research team to possess.

International education expert
- Advanced degree in social sciences/education
- Thorough understanding of issues relating to early childhood and pre-primary education, particularly financing and governance in decentralised systems
- Technical competence and experience in researching and analysing pre-primary childhood education policies

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- Previous experience of working with UNICEF, preferably in the Eastern Europe and Asia Region would be a strong asset
- Teamwork abilities
- Excellent communication skills (both oral and written)
- Proficiency in English mandatory, proficiency in Croatian would be an asset

National education expert
- Advanced degree in social sciences/education
- Thorough understanding of the issues relating to early childhood and pre-primary education in Croatia, particularly concerning financing and governance and policy
- Technical competence in conducting mixed-methods studies (both interview schedules and analysis and survey design and quantitive data analysis)
- Previous experience of working with UNICEF or the national administration
- Teamwork abilities
- Excellent communication skills (both oral and written)
- Proficiency in English

Expert on public expenditure (international or national)
- University degree in social science, economics or finance
- Technical competence and experience of research in public expenditures analysis and social policy
- Extensive expertise in carrying out analysis of the costs of education programmes, affordability, cost-effectiveness, and cost/benefit studies
- Involvement in policy development, research and analysis related to preschool education
- Strong report writing and analytical skills
- Teamwork abilities
- Excellent communication skills (both oral and written)
- Previous experience of working with UNICEF or national education institutions would be an asset
- Proficiency in English and Croatian would be an asset

Data analysis expert (international or national)
- Extensive expertise in carrying out analysis of the costs of education programmes, affordability, cost-effectiveness, and cost/benefit studies
- Technical competence and experience of research in social policy and public expenditures analysis
- Involvement in policy development, research and analysis related to preschool education
- Extensive experience in statistical analysis
- Strong report writing and analytical skills
- Teamwork abilities
- Excellent communication skills (both oral and written)
- Proficiency in English and Croatian is an asset

Data collection expert (national)
- Technical competence and experience in development cooperation or development planning
- Technical competence and experience of research in social policy and public expenditures analysis
- Extensive experience with data collection (both qualitative and quantitative)
- Teamwork abilities
- Proficiency in English and Croatian is an asset

5.3. Detailed timeline
Kindly see enclosed document #Preliminary research schedule#

5.4. Data sharing requirements
It is the responsibility of the research team to store all collected data appropriately. The UNICEF country office can

Item	Service Description	Quantity	Unit	Unit Price	Price

require of the research consultancy team to share any data collected during the research process at any point during the consultancy.

All personal data should be accessible to team members, but no one else. The researchers need to set up secure systems (a) to ensure that other staff within their institutions cannot access their data via the shared staff drives, and (b) to ensure secure data transfer between institutions. Cloud based storage with limited sharing rights could be considered in this instance. Different personal data files need to be link-able, they need to be held separately so that they can only be linked purposely, by researchers who are authorised to do so. There is also a need to ensure that data cannot be removed from secure systems in ways that might compromise data security. Additional information on data handling will be provided by UNICEF Croatia.

6. Communication and dissemination

All materials developed will remain the copyright of UNICEF and UNICEF will be free to adapt and modify them in the future.

Communication and dissemination of the research findings will be undertaken in close collaboration with the Education Officer and the Head of Communications.

UNICEF staff members, consultants, contractors and partners will follow the UNICEF Guidance on External Academic Publishing (January 2017) when engaging in external academic publishing, whether in print or digital form, of the final Research Report.

7. Management and supervision

The research team will work in close collaboration with, and report directly to the Education Officer and in consultation with Monitoring & Evaluation Officer.

The research team leader(s) will lead the process during all stages and coordinate with UNICEF and other stakeholders involved. The research team leader will make sure that all research team members adequately contribute to the process and produce requested deliverables. The research team leader will be accountable that all components of the research are conducted ethically, to a high research standard, and in a timely fashion; including the development of the methodology and quality assurance during data analysis and report writing.

The research team should act with integrity and respect for all stakeholders.

All personal data should be accessible to team members, but no one else. The researchers need to set up secure systems (a) to ensure that other staff within their institutions cannot access their data via the shared staff drives, and (b) to ensure secure data transfer between institutions. Cloud-based storage with limited sharing rights could be considered in this instance. Different personal data files need to be link-able, they need to be held separately so that they can only be linked purposely, by researchers who are authorised to do so. There is also a need to ensure that data cannot be removed from secure systems in ways that might compromise data security.

UNICEF staff will review and approve the deliverables and provide relevant documents. Additional quality assurance mechanisms will be applied through the external experts# reviews of the Research ToR, the Research Protocol and the Research Draft Report. Criteria for performance are quality of process and delivered products (instruments, reports, etc.), timeliness, accuracy, initiative, responsibility, competence and communication.

Key readings:
Kindly see enclosed document #Key readings#

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SPECIAL NOTES

SEALED Proposals should be sent to:

UNICEF Office for Croatia
Attention: Ivan Gabaj
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 (CET time) on 31 July 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 25 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 25 June 2018 will be responded to. 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 28 June 2018 by 16:00 hours ((CET time).

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 31 July 2018.
Bidders must submit sealed proposal in an #Outer envelope# that includes:
A) REQUEST FOR PROPOSAL FORM (page 3 of this document) (one (1) copy),
B) the TECHNICAL PROPOSAL (three (3) copies) in one 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 (page 3)
- Sealed envelope with three copies of technical proposal
- Sealed envelope with one copy of price proposal

Address
Name of company
LRPS number:
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 or 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 3) The completed and signed proposal form must be submitted together with proposal.

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

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

a) 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 provide enough information for UNICEF to judge vision and foresight to lead on new or pioneering solutions to respond to UNICEF#s needs.
c) METHODOLOGY AND APPROACH that will be used to perform required service and to deliver requested results.

d) 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.

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

f) FINANCIAL STATEMENTS (BON 1, BON 2) for the most recent year available in English language. (applicable to businesses /institutions)

g) A COPY OF THE VENDOR'S CERTIFICATE OF LEGAL REGISTRATION/INCORPORATION (applicable to businesses /institutions)

h) United Nations Global Marketplace (UNGM) VENDOR REGISTRATION NUMBER (applicable to businesses /institutions)

Technical proposals received 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.

No price information should be contained in the technical proposal.

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 service cost may involve travel to different parts of Croatia. Travel arrangements including purchase of air tickets is the responsibility of the selected candidates/institutions and an estimated cost of travel should be clearly indicated in the financial proposal. Calculations of travel costs and/or accommodation costs should be based on economy class travel regardless of the length of the travel. Travel and accommodation costs will be approved after consultations with the UNICEF country office, once a detailed study protocol is provided by the selected consultants team.

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 RFPS, 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 CFS 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 members of the CFS team # (I) Range and depth of experience with public financing, (II) Previous experience with education governance work in the ECA Region and Croatia, and (III) Samples of previous work (25 points)
3. Proposed methodology and approach # (I) Description of methodology/timeline, (II) Description of tools and instruments to be used for data collection and triangulation of findings and (III) Description of approach to ensure quality of services, absence of conflict of interest and respect to ethical standards (25 points)

IMPORTANT: response to the Technical Requirements must not contain any price nor any other financial/cost information as this will lead to disqualification.
B. Financial component (total of 30 points)
1. Value of the technical proposal - financial offer (30 points). 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 :

Max. Score for price proposal

x
Price of lowest priced proposal
/
Score for price proposal

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.

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INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

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

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

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:
Name of company
[RFP(S) NO.]
[NAME OF UNIT & UNICEF OFFICE ADDRESS]

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF PROPOSALS

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

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

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

3. UNGM REGISTRATION

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

4. AWARD NOTIFICATION

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

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ANNEX A
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

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

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

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

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

"Contractor" means the contractor named in the Contract.

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

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

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

"Fee" is defined in Article 3.1.

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

Contractor's "Key Personnel" are: (i) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the Contract; (ii) Personnel whose resumes were submitted with the proposal; and (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

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

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

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

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

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

"UNICEF Supply Website" means UNICEF's public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, 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 responsibilitywith 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 immediateeffect.

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

ANNEX A
GENERAL TERMS AND CONDITIONS

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.