REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2019-9149835

17 June 2019

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

International Institutional Consultancy for the scaling up of the Parenting for Lifelong Health programme in Montenegro through provision of training of new facilitators and supervisors
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Fuad Dzafic
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email: fdzafic@unicef.org

Approved By:

Kosa Buskovic

Date: 17.06.2019
Date: 17.06.19
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-2019-9149835 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 _____
10  Trainings for Parenting programme

Terms of Reference

International Institutional Consultancy for the scaling up of the Parenting for Lifelong Health programme in Montenegro through provision of training of new facilitators and supervisors

1. Background and Context

In 2013, more than two thirds (68%) of Montenegrin children aged 1-14 years were subjected to psychological aggression within the family during the month preceding a household survey and 31% were subjected to physical punishment* (MONSTAT and UNICEF. 2014. Montenegro Multiple Indicator Cluster Survey (MICS) 2013; https://app.box.com/s/zq4868xh53ck5q2rflcb8cj3ajzgdr.)

The nationally representative survey on violence against children in Montenegro in 2016*(Ipsos Strategic Marketing. 2016. Knowledge, Attitudes and Practices (KAP) survey on violence against children, Women’s Rights Centre, SOS Niksic and UNICEF: Download as PowerPoint from https://www.unicef.org/montenegro/media_15973.html) showed that half of inhabitants (49%) believed that there are situations in which physical punishment of children is an acceptable method of child upbringing, or one of the most efficient methods. It is encouraging, however, that there is a demand on the part of parents for positive parenting programmes. For instance, more than three quarters (77%) of Montenegrin residents stated in 2016*(Ipsos Strategic Marketing. 2016. Ibid.) that in order to enable parents to raise their children well and without corporal punishment, the state should provide education about positive discipline methods and support parents to implement them.

Montenegro established a comprehensive national legal framework regulating support to families and child protection. In 2017, the first ever Strategy on the Prevention and Protection of Children from Violence (2017-2021) was adopted by the Government. Support to parents in child rearing is recognized in the Strategy and one specific activity is to design positive parenting programmes. Furthermore, the Strategy for Early and Preschool Education in Montenegro (2016-2020) envisages a pool of thematic programs for strengthening parenting. As per the Country Programme Document signed between UNICEF and the Government of Montenegro for the period 2017-2021, UNICEF is supporting national and local partners in Montenegro to develop family-centered social services, such as family outreach, home visitation and parenting support.

In particular, UNICEF is supporting national and local partners in Montenegro to deliver parenting programmes in a group (workshop) format, specifically the Parenting to Lifelong Health (PLH) for Young Children programme (parents of children aged 2-9). PLH is a suite of parenting programmes developed with the aim to prevent violence in low-resource settings that is affordable, not for profit, and based on rigorous evidence. Its development was supported by the World Health Organization and UNICEF and renowned universities (Stellenbosch University and the University of Cape Town in South Africa, Bangor University and the University of Oxford in the United Kingdom). The program for parents of young children aims to establish and sustain positive, nurturing relationships between parents or caregivers and their children aged 2-9 years, and thereby prevent and reduce the risk of violence against children and maltreatment at home and in the community and improve child behaviour in families* (More information about the PLH program can be found on WHO website: http://www.who.int/violence_injury_prevention/violence/child/plh/en/).

The programme has been or is currently being implemented in several countries, including Democratic Republic of Congo, Czech Republic, Kenya, Macedonia, Malawi, Moldova, Montenegro, Philippines, Romania, South Africa, South Sudan, Thailand and Uganda. In South Africa and the Philippines, the programme led to reduced child behaviour problems, reduced dysfunctional parenting, improved parental mental health* (Evidence of PLH...
effectiveness can be found on WHO website:  

In Montenegro, an initial group of professionals from the health and education sector as well as from relevant civil society organizations were trained in October 2017, and the following institutions are delivering or have delivered the programme: Health Centres Podgorica, Niksic, Bijelo Polje, and Berane, public kindergarten #Djina Vrbica# in Podgorica, CSOs #Centre for Child Rights#, #Parents# and #Pedagogical Centre# in Podgorica. So far three cycles have been implemented and more than 200 parents/caregivers were reached. The evaluation which took place in Montenegro during the first cycle of programme implementation showed that this parenting program led to a significant reduction in physical and emotional punishment of children, reduction in dysfunctional parenting, as well as to improvement in the wellbeing of children and parents. These results were presented at a national conference in Podgorica in July 2018.

It is expected that the programme will be further scaled up in subsequent years through the creation of a body of national supervisors and trainers. This would ensure the existence of national capacities for the maintenance and expansion of the programs with respect to its #professional development and quality assurance dimensions. The Institute for Social and Child Protection accredited the training program in November 2018 and the programme has recently been submitted for accreditation by the Bureau for Education. At its session held on December 3, 2018, the Committee on Human Rights and Freedoms of the Parliament of Montenegro recommended the expansion of the program to all municipalities in Montenegro.

2. Purpose and Objective
The purpose of technical assistance is to support scaling up of the Parenting for Lifelong Health for Young Children programme in Montenegro.

The objectives of this assignment are to:
1) To help set up another generation of facilitators (i.e. group leaders) of the Parenting for Lifelong Health for Young Children programme in Montenegro.
2) To help set up the first generation of supervisors (i.e. coaches) of the Parenting for Lifelong Health for Young Children in Montenegro.

3. Methodology and Technical Approach
The methodology will include training preparation and delivery, supervision and writing of a mission report.

The Contracted agency#s experts(s) is/are expected to work both in the field (in Montenegro) and from home.

Further details are presented in the section below #Activities and Tasks#.

4. Activities and Tasks
The Contracted agency#s expert(s) is/are expected to complete the following tasks:

1) To organize the training of the second generation of facilitators (5-day training, scheduled for 9th-13th September 2019, for up to 25 facilitators). The training of facilitators should be in line with the licensed PLH for Young Children facilitator training programme (4th edition, European adaptation of the Facilitator Manual) as well as in line with the nationally accredited training programme (accredited by the Institute for Social and Child Protection in 2018, while the evaluation of the accreditation application by the Bureau for Education is pending).
2) To organize the training of the first generation of supervisors (2-day training, in October 2019, for up to 6 supervisors). The training should be in line with the licensed PLH for Young Children supervisor training.
<table>
<thead>
<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Price</th>
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</table>

programme.
3) To supervise the first generation of supervisors (2 sessions by Skype, in November and December 2019).
4) To fill out forms for the national accreditation of the supervisor training programme

(Templates to be provided by UNICEF in English, an example in Montenegrin available here http://www.zavodzaskolshtvo.gov.me/naslovna/196660/Konkurs-za-izbor-programa-strucnog-usavrshavanja-nastavnika-u-skolskoj-2019-2021-godini.html.)

5) To write a mission report about the aforementioned activities including lessons learned and recommendation for further scale up of the PLH programme in Montenegro (home-based).

5. Key Deliverables and Timeframe

The Contracted agency is expected to produce the following key deliverables within the following tentative deadlines:

2) Agenda of the training of the first generation of supervisors, by 27 September 2019.
3) Training of the first generation of supervisors, by 20 October 2019.
4) Filled out forms for the national accreditation of the training of supervisors, by 30 November 2019.

6. Management and Organisation

Management: The Contracted agency will be supervised by the UNICEF Child Protection Officer.

Organization: International Consultancy, institutional, meeting the below requirements.

Schedule: The Contracted agency will be engaged over the period from 1 September 2019 to 15 January 2020.

7. Minimum requirements

The Contracted agency’s expert(s) should be either Master Trainers or certified by PLH Master Trainers for training facilitators, training supervisors and supervising supervisors.

In addition to the certificate by PLH Master Trainers, the Contracted agency’s expert(s) are expected to have following qualifications to complete the task:

- Advanced university degree in clinical psychology, child psychology, early childhood development or a similar technical field;
- At least 10 years of experience in running parenting and similar social intervention programmes;
- Familiarity with the regions of Central, Eastern or South-east Europe;
- Excellent command of English*, (both spoken and written) while knowledge of the local language will be considered as an asset;
- Excellent facilitation and communication skills;
- Previous work experience with UNICEF or UN is a strong asset;
- Ability to travel.

*If the training is conducted in English, interpretation will be provided by UNICEF.
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<tr>
<th>Item</th>
<th>Service Description</th>
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The potential contractors are expected to submit a proposal based on these Terms of Reference. The proposal will be evaluated against the criteria spelled out below. The evaluation of submitted proposals against these criteria will be used as a basis for the selection of the contractor.

The proposal should contain:
- Profile of the organisation/institution/agency;
- Structure of the team - qualifications and experience of the members of the team (including CVs of each team member) and specific role of each member in the exercise;
- Detailed description of the technical approach including training agendas;
- Tentative work plan with timeframe and deadlines for deliverables;
- Budget;
- Supplier Profile Form

**THE PROPOSAL WILL BE EVALUATED AGAINST THE FOLLOWING CRITERIA:**

A) Technical evaluation - Maximum points: 70
- Completeness of response - 5
- Company and Key Personnel # 35 (of which profile of the organization # 5, key personnel # 10, relevant experience in similar type of work - 20)
- Proposed Technical Approach # 30 (of which overall understanding of the ToR # 5, detailed agendas of training programmes # 15, tentative workplan # 10)

B) Financial proposal (Budget) # Maximum points: 30
- Technical proposal evaluation. Proposals passing the minimum technical pass score (40 points-70% of the maximum points obtainable for technical proposal) will continue into the Financial proposal evaluation.
- Financial proposal evaluation. The lowest price proposal will be awarded the full score assigned to the commercial proposal.
- Recommendation. The recommendation for award of contract will be based on best combination of technical and financial score.
- Final award and contracts. Based on verified nominations and final scores, contract negotiations could be initiated with one or more successful Proposers.
- Each proposal will be evaluated against a weight allocation of 70% for the technical proposal and 30% for the commercial (financial) proposal. The maximum number of obtainable points is 100.
- The UNICEF evaluation team will select the Proposal which is of high quality, clear and meets the stated requirements and offers the best combination of technical and financial score.

8. Budget and Remuneration

- Payment schedule

The payments will be made upon successful completion of the deliverables and submission of invoices.

- Recourse

UNICEF reserves the right to withhold all or a portion of payment if performance is unsatisfactory, if work/outputs is incomplete, not delivered or for failure to meet deadlines.
SPECIAL NOTES

June 17, 2019
REQUEST FOR PROPOSAL
LRPS-2019-9149835

UNITED NATIONS CHILDREN'S FUND.
Wishes to invite interested companies to provide International Institutional Consultancy for the scaling up of the Parenting for Lifelong Health programme in Montenegro through provision of training of new facilitators and supervisors for UNICEF Montenegro. Terms of Reference for this assignment are incorporated in LRPS-2019-9149835 and make integral part of it. Potential contractors should submit bidding documentation consisting of technical (A) and financial proposal (B) to the following e-mail address: podgorica@unicef.org

The potential contractors are expected to submit a proposal based on Terms of Reference.

A) Technical evaluation - Maximum points: 70

(one separate e-mail; attachment password protected; The reference "LRPS - 2019-9149835 International Institutional Consultancy for the scaling up of the Parenting for Lifelong Health programme in Montenegro through provision of training of new facilitators and supervisors for UNICEF Montenegro" - technical proposal):

- Profile of the organisation/institution/agency;
- Structure of the team - qualifications and experience of the members of the team (including CVs of each team member) and specific role of each member in the exercise;
- Detailed description of the technical approach including training agendas;
- Tentative work plan with timeframe and deadlines for deliverables;
- Budget;
- Completed Supplier Profile Form # which can be found here https://womsprod.unicef.org/montenegro/en/tenders (https://bit.ly/2Ikbpzo) along with the documents required in the form.

B) Financial proposal (Budget) # Maximum points: 30

(one separate e-mail; attachment password protected; The reference "LRPS - 2019-9149835 International Institutional Consultancy for the scaling up of the Parenting for Lifelong Health programme in Montenegro" - financial proposal)

LRPS - 2019-9149835 (filled out and signed)

IMPORTANT-ESSENTIAL INFORMATION

Proposal form LRPS-2019-9149835 must be used when replying to this invitation. The reference "LRPS - 2019-9149835 International Institutional Consultancy for the scaling up of the Parenting for Lifelong Health programme in Montenegro through provision of training of new facilitators and supervisors for UNICEF Montenegro" must be indicated in the subject of the e-mails as indicated above. Passwords for the protected attachments should be sent is separate e-mail to the following e-mail address: mjankovic@unicef.org

Proposals should be submitted in English language. Prices must be given in EUR and without tax as UN Agencies are tax exempt for the purchasing of goods and services. Proposals must be received by 12:00 hrs CET on July 1, 2019. Proposals received after the
stipulated date and time will be invalidated.
UNICEF is part of the United Nations Global Market place (UNGM). Accordingly, all bidders are
encouraged to become a UNICEF vendor by creating vendor profile in the UNGM website:
www.ungm.org
Due to the nature of this LRPS, there will be no public opening of proposals.
It is important that you read all the provisions of the bid, 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.
In accordance with UNICEF Rules and Regulations the award and the reasons for making the
award are UNICEF’s internal decision and information about other bidders or their bids must not
be divulged.
The invitation for submission of proposals does not obligate signing of the contract with bidders,
nor does it assume the obligation to pay the costs of preparing the bids. UNICEF accepts no
responsibility for undelivered proposals and will not accept proposals after the closing date and
time.

THE PROPOSAL WILL BE EVALUATED AGAINST THE FOLLOWING CRITERIA:

A) Technical evaluation - Maximum points: 70

- Completeness of response 5
- Company and Key Personnel 35
- Proposed Technical Approach 30

B) Financial proposal (Budget) # Maximum points: 30

- Technical proposal evaluation. Proposals passing the minimum
technical pass score (49 points-70% of the maximum points obtainable for technical proposal)
will continue into the Financial proposal evaluation.
- Financial proposal evaluation: The lowest price proposal will be
awarded the full score assigned to the commercial proposal.
- Recommendation. The recommendation for award of contract will be
based on best combination of technical and financial score.
- Final award and contracts. Based on verified nominations and final
scores, contract negotiations could be initiated with one or more successful Proposers.
- Each proposal will be evaluated against a weight allocation of 70%
for the technical proposal and 30% for the commercial (financial) proposal. The maximum
number of obtainable points is 100.
- The UNICEF evaluation team will select the Proposal which is of high
quality, clear and meets the stated requirements and offers the best combination of technical
and financial score.
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.

2. PRICE INFORMATION SHOULD NOT 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 Fixed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.8.2 Fixed 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 all RFP(S) advising product/service, awarded supplier and total value of award.
ANNEX A

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

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

"Affiliate" means, with respect to the Contractor, any of its corporate affiliates or subsidiaries, including parent entities, subsidiaries, and other entities in which it does not have a substantial interest.

"Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or properly identified as confidential in writing furnished in tangible form or disclosed orally, but includes information, the confidential or proprietary nature of which, to 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 licensed by UNICEF, whether or not they are licensed under a longtime arrangement or similar contract.

"Customer" means the customer named in the Contract.

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

"Recipient Code" means any visual, audio, written or other limiting notice, instruction in design, or other instructions, written or verbal, or otherwise intended to establish, regulate, control, or otherwise impair any manner the normal operation of performance of any software or service or any UNESCO information system or network.

"End User" means, in the event the Services or Deliverables involve the use of any information system, any and all UNICEF employees, consultants and other personnel and any other individual who is using the Deliverables with UNESCO, or each entity authorized by UNESCO to access and use the Services under Deliverables.

"Recipient Code" means any visual, audio, written or other limiting notice, instruction in design, or other instructions, written or verbal, or otherwise intended to establish, regulate, control, or otherwise impair any manner the normal operation of performance of any software or service or any UNESCO information system or network.

"Parties" means the Contractor and UNESCO together and a "Party" means either the Contractor and UNESCO.

"Recipient" means the Contractor's authorized, employees, agents, independent 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 or (b) that such breach or compromise could very likely compromise the security of UNESCO's Confidential Information or weaken its ability to maintain the security, confidentiality, or integrity of the UNESCO Data, or the ability of UNESCO or End Users to access the UNESCO 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 otherwise held in digital form that the are provided to the Contractor by, on behalf of UNESCO and/or End Users under the Contract or through UNESCO's other End Users' use of the Services or in connection with the Services, or (ii) are collected by the Contractor in the performance of the Contract.

"UNICEF Supply Website" means UNESCO's public access webpage available at http://www.unicef.org/supplyindex_purchase_policies.html, as may be amended from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combating Fetal and Corporate, the UNICEF's Policy on Conduct Promoting the Prevention 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 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 UNESCO's satisfaction. Except as expressly provided in the Contract, the Contractor will be responsible for its internal costs for providing all the necessary personnel, equipment, materials 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, unless such expenses are in the Contract, UNESCO will have no obligation to provide any assistance to the Contractor and UNESCO includes 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 UNESCO provides access to and use of UNESCO premises, facilities or systems (written 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 be in such aspect exclusively for the specific purpose for which the access has been granted and, to comply with UNESCO's security and other regulations and instructions for such access and use, including, but not limited to, UNESCO's information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNESCO, are access to UNESCO 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 UNESCO requests any material change in the scope of work or time for delivery, UNESCO and the Contractor will agree to any necessary changes to the Contract, including as to the end and the time schedules under the Contract. Any such agreed changes will become effective only when they are set out in a written amendment to the Contractors signed by both UNESCO and the Contractor. Should the Parties fail to agree on any such changes within 30 days, UNESCO will have the option to terminate the Contract without prejudice to exercising any other provisions of the Contract.

2.4 The Contractor will neither seek nor accept instructions from any entity other than UNESCO (or entities authorized by UNESCO to give instructions to the Contractor) in association 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 UNESCO, will remain with UNESCO; such equipment and supplies will be returned to UNESCO 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 UNESCO the value of any items of damage, or depreciation of, the equipment and supplies beyond normal wear and tear.

Negotiating Services and Consequences of Delay

2.6 If the Contractor determines it will be unable to provide the Services, or design or Deliverables by the date stipulated in the Contract, the Contractor will immediately consult with UNESCO to determine the most expedient means for delivery of the Services under Deliverables; and (ii) take necessary action to expedite delivery of the Services under Deliverables, as the Contractor's cost for failing to do so may result in fees as set forth in Article 6.8 below, if necessary as prescribed by UNESCO.

2.7 The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.
ANNEX A
GENERAL TERMS AND CONDITIONS

The Contract and any at any time replace the quality of the Services provided and the Deliverables
in accordance with the requirements of the Services and the Deliverables as defined in the Contract. The Contractor
agrees to provide the required information to UNICEF, and will provide such information as reasonably
requested by UNICEF, including but not limited to, the date of delivery of the Contract, detailed status updates,
and any changes or 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 obligation
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 incorrect, without prejudice to any of its other rights and
remedies, UNICEF can, at its option:
(a) by written notice, require the Contractor, or the Contractor's expense, to remedy the
performance, including any deficiencies in the Deliverables, in accordance with Article 2.9.
(b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such
non-conformance or incomplete performance.
(c) terminate the Contract in accordance with Article 2.10.8.8
(d) give written notice to terminate the Contractor for breach, in accordance with Article 2.10.8.8 below.
If the Contractor fails to remedy the breach within the time period specified in Article 2.10.8.8 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 2.10.8.8 below, the Contractor expressly acknowledges that if UNICEF fails\n timely delivery of Services or Deliverables that have been delivered late or otherwise not in full compliance
with the requirements of the Contract, this shall not constitute a waiver of UNICEF's rights under
Article 2.9 in respect of such late or non-compliant performance.

Contractor's Personnel and Sub-Contracts

2.10 The following provisions apply with respect to the Contractor's Personnel:
(a) The provisions of Article 2.10.8.8 will apply to the Contractor's Personnel as
exclusively stated in Article 7.
(b) The Contractor will be responsible for the professional and technical competence of the
Contractor's Personnel. The Contractor is required to perform the work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform its obligations under the Contract and, while doing so, will respect the local laws and customs and conform to high
standard of moral and ethical conduct.
(c) The qualification of any Personnel whom the Contractor may assign or require to perform an
duty under the Contract is substantially the same as, or better than, the qualification of any personnel originally agreed by the Contractor.
(d) Any changes 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
reasons or justification for this request. Within seven (7) working days after receiving UNICEF's
demand for replacement, the Contractor must provide the Contractor in question with Personnel
acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have been
wrongfully dismissed or terminated for just cause.
(e) If any Personnel of the Contractor or its Personnel become unavailable, for any reason, the
work under the Contract, the Contractor will (i) notify the Contractor of the unavailability,
and (ii) obtain UNICEF's written approval prior to employing any substitute of Key Personnel. In modifying the UNICEF's Personnel list, the Contractor will provide an explanation of the circumstances outlining the proposed replacement and submit
qualifications and certification of qualifications Personnel in sufficient detail to justify the change.

2.11 The approval of UNICEF of any Personnel designated by the Contractor and/or replacement
Personnel will not relieve the Contractor of any other obligations under the Contract. The
Contractor's Personnel, including individual sub-contractors, will not be considered in any
respect to being the employer or agent of UNICEF.

2.12 All expenses of the withdrawal or replacement of the Contractor's Personnel will, in all cases,
be borne entirely by the Contractor.

2.13 The Contractor will comply with all applicable international standards and national laws,
standards 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 employee's portion of social security, medical benefits, health insurance, welfare
compensation, retirement funds, severance or other similar payments. Without limiting the
provisions of this Article 2.13, in all respects the Contractor will be fully responsible and
liable for all services performed by its Personnel and subcontractors 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 laws,
standards 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 employee's portion of social security, medical benefits, health insurance, welfare
compensation, retirement funds, severance or other similar payments. Without limiting the
provisions of this Article 2.13, in all respects the Contractor will be fully responsible and
liable for all services performed by its Personnel and subcontractors and for their compliance with
the terms and conditions of the Contract.

3.1 The tender for the services in the amount specified in the tender name and description in the
Contract. In the event that the Contractor's Personnel are unable to perform the Services
specified in the Contract, the Contractor will provide an alternative solution or substitute services
that meet the requirements of the Contract. If the Contractor is unable to provide the substitute services
specified in the Contract, the tender will be disqualified or the Contractor's tender will be rejected.

3.2 The tender for the services in the amount specified in the tender name and description in the
Contract. In the event that the Contractor's Personnel are unable to perform the Services
specified in the Contract, the Contractor will provide an alternative solution or substitute services
that meet the requirements of the Contract. If the Contractor is unable to provide the substitute services
specified in the Contract, the tender will be disqualified or the Contractor's tender will be rejected.

3.3 The Contractor's personnel UNICEF to deduct from the Contractor's invoices any amount
necessary to cover the cost of the substitute services.
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representing direct users (except changes for DFIK's services) and custom restrictions, deals and charges, in a similar manner in respect of services required or provided for UNICEF's official use in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Non-profitable and Non-commercial Organizations of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, custom, duties or charges, the Contractor will immediately comply with UNICEF to ensure an acceptable procedure. The Contractor will provide full cooperation to UNICEF with respect to receiving UNICEF's instructions, from, or details of amounts paid to, value-added taxes or terms of a similar nature.

3.4 UNICEF will notify the Contractor of any dispute or discrepancy in the correct or form of any invoice. With respect to disputes regarding any 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 continue in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such disputes, any amounts that have not been charged in accordance with the Contract will be deducted from the invoices to which they apply and UNICEF will pay any agreed remaining balance to the Contractor in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the undisputed 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 electronically issued under the payment terms of the Contractor. The Contractor will not be entitled to interest on any late payment or any amount payable under the Contract or 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 actual charge 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, UNICEF will have the right to adjust, against any amount or amounts due and payable to UNICEF to the Contractor under the Contract, any payments, adjustments, or other charges (including, without limitation, any overpayment made by UNICEF to the Contractor having by the Contractor or 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 making retention of right to make such adjustments. UNICEF will retain any payments made by UNICEF to the Contractor that have been made in accordance with the provisions of Article 3.5 of these Terms and Conditions, or any adjustments made to the said amounts for any reason or cause, including the costs and expenses, by any third party arising out of the said retention of right or any adjustment made by the Contractor or by the Contractor to the said amounts, or any adjustment made to the said amounts, or any adjustment made to the said amounts, or any adjustment made to the said amounts, or any adjustment made to the said amounts.

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 adjust, against any amount or amounts due and payable to UNICEF to the Contractor under the Contract, any payments, adjustments, or other charges (including, without limitation, any overpayment made by UNICEF to the Contractor having by the Contractor or 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 making retention of right to make such adjustments. UNICEF will retain any payments made by UNICEF to the Contractor that have been made in accordance with the provisions of Article 3.5 of these Terms and Conditions, or any adjustments made to the said amounts for any reason or cause, including the costs and expenses, by any third party arising out of the said retention of right or any adjustment made by the Contractor or by the Contractor to the said amounts, or any adjustment made to the said amounts, or any adjustment made to the said amounts, or any adjustment made to the said amounts.

4. Representations and Warranties; Indemnification; Insurance

4.1 The Contractor represents and warrants that, as of the effective date and throughout the term of the Contract, (i) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contractor is a legal, valid and binding obligation, enforceable against it in accordance with its terms, (ii) all of the information it has previously provided to UNICEF is true, (iii) it is in compliance with all applicable laws, regulations, and ordinances, and (iv) it is financially solvent and is able to provide the services to UNICEF in accordance with the terms of the Contract; (v) it has and will maintain throughout the term of the Contract, all rights, licenses, authorizations and insurances necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (vi) the goods produced and/or provided hereunder will be delivered to the Contractor at no cost and will not include any copyright, trademark, patent or other proprietary right of any third party, and (vii) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restricts or restricts any person's right to use, and, dispose of or otherwise deal with any Deliverables or other work resulting from the Services. The Contractor will fulfill all its obligations in accordance with the terms of the Contract and will defend, indemnify and hold harmless UNICEF and each of its affiliates from and against any loss, damage or expense incurred by UNICEF or any of its affiliates in connection with the Contract, including as a result of any claim or threatened claim, suit, action or proceeding, whether or not based upon any negligence or other wrongful act or omission of the Contractor or of any of its employees, agents, or representatives, resulting from the Contractor's performance of the Contract.

4.2 The Contractor will indemnify, defend and hold harmless UNICEF, its agents, or any third party claim, suit, action or proceeding, whether or not based upon any negligence or other wrongful act or omission of the Contractor or of any of its employees, agents, or representatives, resulting from the Contractor's performance of the Contract.

4.3 The representations and warranties made by the Contractor in Articles 3.1 and 3.2 above are true, complete and accurate, and (ii) the Contractor has not been subject to any adverse action by any Government or other entity of any country, and (iii) the Contractor has not received any benefits or assistance from any Government or other entity of any country, and (iv) the Contractor has not received any benefits or assistance from any Government or other entity of any country.

5. Representations and Warranties; Indemnification; Insurance

5.1 The Contractor will not be held liable for any loss, damage or expense incurred by UNICEF or its agents, or any third party claim, suit, action or proceeding, whether or not based upon any negligence or other wrongful act or omission of the Contractor or of any of its employees, agents, or representatives, resulting from the Contractor's performance of the Contract.

5.2 The Contractor will be held liable for any loss, damage or expense incurred by UNICEF or its agents, or any third party claim, suit, action or proceeding, whether or not based upon any negligence or other wrongful act or omission of the Contractor or of any of its employees, agents, or representatives, resulting from the Contractor's performance of the Contract.

5.3 The Contractor will not be held liable for any loss, damage or expense incurred by UNICEF or its agents, or any third party claim, suit, action or proceeding, whether or not based upon any negligence or other wrongful act or omission of the Contractor or of any of its employees, agents, or representatives, resulting from the Contractor's performance of the Contract.

5.4 The Contractor will not be held liable for any loss, damage or expense incurred by UNICEF or its agents, or any third party claim, suit, action or proceeding, whether or not based upon any negligence or other wrongful act or omission of the Contractor or of any of its employees, agents, or representatives, resulting from the Contractor's performance of the Contract.

5.5 The Contractor will not be held liable for any loss, damage or expense incurred by UNICEF or its agents, or any third party claim, suit, action or proceeding, whether or not based upon any negligence or other wrongful act or omission of the Contractor or of any of its employees, agents, or representatives, resulting from the Contractor's performance of the Contract.
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All appropriate workers’ compensation and employer’s liability insurance, or its equivalent, with respect to the Personnel and subcontractors in accordance with the insurance coverage stated in the performance of the Contract, and

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

The Contractor will be responsible to meet all amounts within any policy deductible or retention.

Ensure that copies of the insurance certificates referred to in paragraphs (ii) and (iii) above, the insurance policies and/or the Contractor’s insurance required under this Article 4.4, are made available to UNICEF as an additional insured, shall include a waiver by the insurer of any subrogation rights against UNICEF and

shall provide that UNICEF will receive copies of all changes made thereto or any cancellation or change of coverage.

The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.4.

Compliance with the insurance requirements of the Contractor will not limit the Contractor’s liability under the Contract or otherwise.

Liability

The Contractor will pay UNICEF promptly for all losses, damage or cost in excess of any recovery caused by the Contractor’s Personnel or subcontractors in the performance of the Contract.

Intellectual Property and Other Proprietary Rights; Data Protection; Confidentiality

Trademarks

UNICEF will only be entitled to license intellectual property relating to any proprietary rights which are not retained by UNICEF under the Contract, and which under the terms of the Contract, UNICEF must be released from the Contractor’s Confidential Information and will be delivered only to authorized UNICEF officials on export or exportation of the Contract.

UNICEF will not be responsible, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Contractor that are licensed under this Contract.

UNICEF will In no event be responsible for any damages sustained by the Contractor or by any other party arising out of the performance of the Contract.

At UNICEF’s request, the Contractor will make all necessary steps to ensure that all data, intellectual property referred to in paragraphs (i) and (ii) above, licensed to UNICEF in accordance with the requirements of the applicable law and the Contract.

Confidentiality

Confidential Information that is considered proprietary by either Party or that is disclosed to the other Party ("Discloser") 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 Discloser. The Recipient will use the same care and discretion in such disclosure of the

Discloser’s Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser’s Confidential Information only 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 unless

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

(b) in the event of a sale, merger, acquisition, divestiture, spin-off or any other similar transaction;

(c) in the event of a legal process or legal enforcement process, provided that the Recipient will advise the Discloser in writing as soon as practicable of the nature and extent of such legal process or legal enforcement process;

(d) in the event of a sale, merger, acquisition, divestiture, spin-off or any other similar transaction, subject to the terms and conditions of any agreement entered into by the Recipient and the Discloser;

(e) unless the Confidential Information is no longer subject to any proprietary rights or is no longer subject to any obligations of confidentiality;

(f) is disclosed to the Recipient prior to disclosure by the Discloser or (g) at any time is developed by the Recipient independently of any disclosure under the Contract.

If the Contractor receives a request for disclosure of UNICEF’s Confidential Information pursuant to any judicial or other enforcement process, before any such disclosure is made, the Contractor will give UNICEF sufficient notice of such request in order to allow UNICEF to obtain a reasonable opportunity to secure the return of the Confidential Information or to obtain suitable protection for the Confidential Information.

If the Contractor fails to comply with this Article 5.2, UNICEF may disclose the Contractor’s Confidential Information in order to comply with any applicable laws or regulations or to protect itself or any of its contractors or subcontractors.

The Contractor may use Confidential Information only to the extent necessary to perform its obligations under the Contract. UNICEF will not retain any Confidential Information for the purposes of performing obligations under the Contract.

The Contractor will not disclose Confidential Information to any third party, except to the extent necessary to perform its obligations under the Contract.

To the extent that Confidential Information is acquired by the Contractor in performance of the Contract, the Contractor will hold such Confidential Information in accordance with the provisions of this Article 5.2.

Data Protection

The Contractor will comply with all applicable laws, regulations, and guidelines on data protection and information security, including those on the protection of personal data.

The Contractor will ensure that all data processed under the Contract will be processed in accordance with the principles of data protection and the rights and freedoms of individuals.

The Contractor will take appropriate technical and organizational measures to ensure a level of security appropriate to the risks of processing personal data.

The Contractor will ensure that all data subjects are informed of the purposes for which their personal data will be processed, the retention period, and their rights to access, rectify, and erase the data.

The Contractor will not transfer personal data to any third party without the explicit consent of the data subject.

Confidentiality

The Contractor will keep all information received in confidence, unless required to disclose such information as required by law.

The Contractor will ensure that all personnel handling personal data are trained in data protection principles and are aware of their obligations.

The Contractor will ensure that any subcontractors processing personal data are also compliant with the data protection regulations.

The Contractor will maintain records of all data processing activities and make them available to the competent authorities upon request.

The Contractor will ensure that any data breaches are promptly reported to the relevant authorities and采取 appropriate measures to mitigate the impact on affected individuals.

The Contractor will cooperate with data protection authorities and cooperate with any investigations related to personal data protection.

The Contractor will not disclose any personal data to any third party without the explicit consent of the data subject, unless required by law.

The Contractor will take appropriate technical and organizational measures to ensure the security of personal data.

The Contractor will ensure that personal data is processed only for the purposes for which it was collected and not used for any other purpose.

The Contractor will not retain personal data for longer than necessary for the purpose of processing.

The Contractor will ensure that personal data is only processed by the necessary personnel with a need to know.

The Contractor will ensure that personal data is stored securely and protected against unauthorized access.

The Contractor will ensure that personal data is only transmitted to third parties if necessary and with the appropriate safeguards in place.

The Contractor will ensure that personal data is only retained for as long as necessary for the purpose of processing and only processed by the necessary personnel with a need to know.

The Contractor will ensure that personal data is only transmitted to third parties if necessary and with the appropriate safeguards in place.

The Contractor will ensure that personal data is only retained for as long as necessary for the purpose of processing and only processed by the necessary personnel with a need to know.
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5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of the Security Incident and at its sole cost and expense (c) notify UNICEF of such Security Incident and of the Contractor's proposed remedial actions (b) implement any and all remedial actions and improvements identified and required; and (d) as required, reserve UNICEF's access, as directed by UNICEF, field users' access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor's remediation of such security incident and remedial actions. The Contractor, as its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF's reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

5.10 The Contractor will impose no 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.

Rule of Governing

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

(a) ensure that all UNICEF's Confidential Information, including but not limited to, UNICEF data, or, as UNICEF may request, destroy all copies of such information held by the Contractor and its subcontractors and render such destruction to UNICEF in writing; and

(b) transfer to UNICEF all intellectual and other proprietary information in accordance with Article 6.16.

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 or 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 may 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 termination of the contract or such proceedings in accordance with Article 9 (Penalties and Forfeiture; 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 may terminate the Contractor 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) if the circumstances described in, and in accordance with, Article 7 (Financial Standards) or

(b) if the Contractor breaches any of the provisions of Article 5.25.11 (Confidentiality; Data Protection and Security).

(c) if the Contractor is adjudged bankrupt, is insolvent, or becomes insolvent, or applies for a reorganization or stay on any payment or repayment obligations, or applies for a declaratory judgment in any court, or (d) is granted a receivership or a dissolution, or (e) is dissolved, (f) is granted an unsecured or security, (g) is declared a bankrupt in any court, (h) is made a receivership, or (i) is declared a receiver or a dissolution, or (j) is declared by a court of competent jurisdiction to be insolvent for the benefit of creditors or of its members, and (k) has been served an order of the court of the Contractor, (l) offers a settlement to the loss of bankruptcy, or (m) has been

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF may terminate the Contract at any time by giving written notice to the Contractor in any case in which UNICEF's material applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is canceled or terminated, whether in whole or in part, UNICEF can also terminate the Contractor 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 prompt and orderly close-out, and in doing so, reduce expenses to a minimum, and will not undertake any further or additional obligations of any kind following the date it receives the termination notice. In addition, the Contractor will take all other actions that may be necessary, of UNICEF any direct or indirect action in response to any claim, dispute, or other matter arising under or relating to the Contract, that is in the possession of the Contractor and, in which UNICEF has or may be reasonably expected to require 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 effective date of termination, together with any form, materials or work-in-process required specifically to the Contract. If UNICEF proposes the undertaken of another party to continue the Services as 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 UNICEF-related data, materials, and intellectual property. The Contractor will at the same time return to UNICEF all of UNICEF's Confidential Information and will transfer to UNICEF an assignment and other proprietary information in accordance with Article 5.

6.6 If the Contract is terminated by either Party as payment will be due under the Contract, the Contractor reserves the 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 of, or in the case of termination of the Contractor, the effective date of such termination. The Contractor will have no claims for any further payment beyond those 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 loss of the purchase and delivery of replacement or substitute Services to Deliverables).

6.7 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract, including but not limited to, Article 6.6.

6.8 If one Party is in material breach, 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 5 above, except that the period of notice will be ninety (90) days.) Force Majeure means any unforeseeable and inevitable events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, revolution, insurrection or war in any form or under any form of or in any similar form or force. Force Majeure does not include (a) any event which is caused by the negligence or intentional actions of a Party; (b) any event which is caused by any of a Party's pre-existing material applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is canceled or terminated, whether in whole or in part, UNICEF can also terminate the Contractor on sixty (60) day's written notice to the Contractor without having to provide any justification.

7. Force Majeure

7.1 Without limiting the generality of Article 3 above, the Contractor will be responsible for the preparation and technical correctness of its Personnel including its employees and staff, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respecting the local laws and customs, and conforming to a high standard of moral and ethical conduct.

7.2 (a) The Contractor represents and warrants that no official of UNICEF or any United Nations System organization has reviewed the or as a basis of the Contractor, or as will be affected by or on behalf of the Contractor, any action or actions being taken in connection with this Contract, including any award of the Contractor to the Contractor. The Contractor, its directors or indirect interests (whether in the same way or in any other way or in any event relating to UNICEF's termination, emergency, or similar speculative expressions of this kind.

(b) The Contractor represents and warrants that the following requirements with respect to former
UNICEF officials have been consulted with and will be consulted with:

6. During the one (1) year period after an official has resigned from UNICEF, the Contractor may not accept a direct or indirect offer of employment to the former UNICEF official, if that former UNICEF official was, during the three years prior to resigning from UNICEF, involved in any aspect of a UNICEF procurement process in which the Contractor has participated.

7. During the two (2) year period after an official has resigned from UNICEF, that former official may not act, directly or indirectly, on behalf of the Contractor, communicate with UNICEF, or present to UNICEF, any matters that were within such former official’s responsibilities while at UNICEF.

8. 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 solicitation and awarding of subcontracts by the Contractor), it has disclosed to UNICEF any position that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7. The Contractor further represents and warrants that neither this nor any of its Affiliates, or Personnel or Directors, is subject to any action or pending action by any United Nations System organization or other international non-governmental organization. The Contractor will immediately disclose to UNICEF if or at any time its Affiliates or Personnel or Directors, becomes subject to any such action or pending action during the term of the Contract.

7. The Contractor will, during the term of the Contract, notify the UNICEF of any change in its Affiliates, or Personnel or Directors, and the standards of conduct required under the UN Supply Code of Conduct (available at the United Nations Global Marketplace website — www.un.org). He will not enter into any agreement with any government or foreign government or any foreign corporation, organization or other entity, to which the Contractor is subject to any such action or pending action.

7. The Contractor represents and warrants that neither this nor any of its Affiliates, or Personnel or Directors, is subject to any such action or pending action by any United Nations System organization or other international non-governmental organization. The Contractor will immediately disclose to UNICEF if or at any time its Affiliates or Personnel or Directors, becomes subject to any such action or pending action during the term of the Contract.

8. The Contractor will, during the term of the Contract, notify the UNICEF of any change in its Affiliates, or Personnel or Directors, and the standards of conduct required under the UN Supply Code of Conduct (available at the United Nations Global Marketplace website — www.un.org).

7. The Contractor represents and warrants that neither this nor any of its Affiliates, or Personnel or Directors, is subject to any such action or pending action by any United Nations System organization or other international non-governmental organization. The Contractor will immediately disclose to UNICEF if or at any time its Affiliates or Personnel or Directors, becomes subject to any such action or pending action during the term of the Contract.

7. The Contractor represents and warrants that neither this nor any of its Affiliates, or Personnel or Directors, is subject to any such action or pending action by any United Nations System organization or other international non-governmental organization. The Contractor will immediately disclose to UNICEF if or at any time its Affiliates or Personnel or Directors, becomes subject to any such action or pending action during the term of the Contract.

8. The Contractor will, during the term of the Contract, notify the UNICEF of any change in its Affiliates, or Personnel or Directors, and the standards of conduct required under the UN Supply Code of Conduct (available at the United Nations Global Marketplace website — www.un.org).
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10.3 All documents that supplement the Contract, and all documents, notices and records 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 in 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 omission of the other Party which is in violation of the terms of the Contract will not be construed to be a waiver of the violation or breach, or of any future violations, breaches 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 grace 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 bring any legal, administrative or other enforcement against any claims due or to become due under this Contract, and will not permit any other person to do so. It will immediately remove or object to the renewal of any lease, renewal or other encumbrance that is secured against any interest due or to become due under this 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 required references to the same of UNICEF for the purposes of annual reports or communication between the Parties and between the Contractor and UNICEF, and with the Contractor, and in any matter 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 the controlling 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, by any additional contractual relationship of any kind with the Contractor will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorized official of UNICEF.

11.10 The provisions of Articles 2, 3, 4, 5, 6, 7, 8, 9, 11.1, 11.2 and 11.7 will survive termination of this Agreement and delivery of the Deliverables and the entry or earlier termination of the Contract.

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