REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2019-9150843

26 July 2019

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

International Institutional Consultancy # Technical Assistance to the Ministry of Education of Montenegro to conduct a comprehensive Education Sector Analysis
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:  

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

Approved By:  

[Signature]  
Kosa Buskovic  
Date: 26.07.2019
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-2019-9150843 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 Education Sector Analysis Consultancy

Terms of Reference

International Institutional Consultancy # Technical Assistance to the Ministry of Education of Montenegro to conduct a comprehensive Education Sector Analysis

1. Background and Rationale

Over the last decade, the Government of Montenegro has been investing significant efforts to improve the quality and inclusiveness of the education system. Relevant legislative changes were introduced, and a set of strategic policies developed, promoting comprehensive reforms and achievement of important progress in many areas, including expanding coverage by preschool education, increasing the number of children with disabilities attending mainstream school and introducing a dual system of vocational education (combining apprenticeships in a company with vocational education at a vocational school).


The National PISA 2015 Report and accompanying Action Plan PISA 2015 results and education policy recommendations, https://www.unicef.org/montenegro/media/6868/file/MNE-media-MNEpublication501.pdf were adopted by the Government in January 2019, providing clear recommendations and defining activities aimed at enhancing the quality of the education system and enabling students to acquire the key skills and competencies needed for further academic achievement and success in life.

Yet, despite the discernible progress achieved by the Ministry of Education and the Government of Montenegro in advancing the education reform agenda, serious challenges remain in ensuring the quality and sustainability of reforms in the context of an ageing population, a high public debt reaching 70% of the GDP and a high rate of youth unemployment (31.4%) Insufficient institutional capacities for sector planning, budgeting, coordination and monitoring of reforms are hampering the efforts by the Ministry of Education and other ministries in ensuring quality education and skills development for all children as a prerequisite for social inclusion and economic growth. While the commitment by key actors is high, horizontal coordination between different sectors on policy and programme design and implementation of programmes is insufficient.

In addition to governance issues, implementation of reforms depends to a significant extent on external financial
resources and is not sufficiently embedded in the state budget planning processes.

The Government of Montenegro has recognized the need for strengthening governance and financing of reforms and thus embarked on a comprehensive reform of the public finance management system. Moreover, the Government’s Economic Reform Programme 2019-2021 http://www.gov.me/ResourceManager/FileDownload.aspx?rld=347071&rType=2 highlights the importance of "education and Skills" and identifies "developing qualifications in line with the labor market needs" as one of the 20 Priority Reform Measures to be addressed.

In the 2030 Agenda for Sustainable Development Governments committed themselves to “ensure inclusive and equitable quality education and promote lifelong learning opportunities for all” (SDG 4). Montenegro subscribed to this global goal in its National Strategy for Sustainable Development National Strategy for Sustainable Development, 2016, http://www.mrt.gov.me/ResourceManager/FileDownload.aspx?rld=280311&rType=2 which calls for "providing inclusive and quality education and promotion of lifelong learning opportunities for everybody" (Strategic Goal 4.1.3). The Agenda 2030 together with the Montenegro’s plan for accession to the EU # a key national priority # provide a significant opportunity for realising the right for every child to quality, inclusive education.

The widespread recognition of the importance of education and skills development within the country’s national reform agenda and the commitment by the Government to accelerate change provide an important window of opportunity for the Ministry of Education to work with UNICEF and other development partners to strengthen education sector planning, implementation and monitoring as part of the broader public-sector reform. In this light, the analysis of the education sector planned within this consultancy will serve as a basis for developing a multi-year sector plan aimed to improve the outcomes of public spending on education by taking informed decisions on the allocation of resources and improving the conversion of financial inputs into expected outcomes.

UNICEF Montenegro has been supporting the Government to enhance the quality and inclusiveness of the education system in Montenegro in the way to enable all children to reach their full potential. While the commitment and efforts of the Ministry of Education towards reaching this goal are unquestionable, implementation of the multiple and ambitious reforms tackling various aspects of education require systemic and evidence-based planning, prioritizing and budgeting. The proposed analysis of the education sector is a key step in undertaking an in-depth analysis of the sector which is a prerequisite for developing a relevant and feasible sector plan and budget. It is important to note that the education sector analysis will complement and contribute to the current reforms of the public administration and public finance management sectors as well as the Economic Reform Programme for Montenegro (2018-2020) Economic reform programme for Montenegro (2018-2020) http://www.gov.me/ResourceManager/FileDownload.aspx?rld=296408&rType=2. At the same time, it is important to use the momentum of current wider public administration reforms to help ensure that education sector analysis recommendations are translated into relevant programme and budget planning activities.


Conduction of the Analysis is recognized by the UNICEF Montenegro Country Programme Document activity related to the Collaboration with key national counterparts on improving data collection, knowledge generation, overview governance and financing for advancing of the education reform. UNICEF Montenegro focuses on the capacity building for the evidence-based planning in all CPD areas and analysis will be the major initiative contributing to ensuring the sustainability of reforms.

2. Purpose and Objective

The purpose of the consultancy is two-fold:

- to provide technical assistance to the Ministry of Education in undertaking a comprehensive analysis of the overall education sector, and
to develop the capacities of the Ministry of Education and other central educational institutions on policy and sector review.

The education sector analysis aims to cover the following areas: early childhood education, primary education, general secondary and vocational secondary education, as well as higher education.

The primary objective of the assessment is to provide evidence-based options for forthcoming reforms, by the Ministry of Education, to strengthen education sector planning, implementation and monitoring as part of the broader public-sector reform. The secondary objective is to provide a diagnostic of the current system, examining the ways to improve the outcomes of public spending on education by taking informed decisions on the allocation of resources and developing relevant multi-year sector plans. While the assessment will seek to answer the following questions, their final formulation will be agreed with the selected consultancy agency:

- What is the socio-demographic and macroeconomic context affecting the education sector in Montenegro?
- What is the quantitative performance of the education system in terms of enrolment capacity, coverage of different age groups, obstacles in access to and completion of cycles, efficiency and exclusion?
- To what extent is the level of investment in education and its trends over time, including the structure and distribution of education financing and the breakdown of spending, as well as the EU accession requirements related to introduction of programme budgeting?
- Which issues and determining factors explain the specific situation of different groups (e.g. boys and girls) and different areas (e.g. rural/urban)?
- To which extent enrolment do patterns and schools results differ based on key socio-demographic factors and how choices in public resource distribution affect equity?
- To what extent does the education contribute to the achievement of national economic and human development goals?
- What are the evidence-based solutions that should contribute to better planning, implementation and monitoring of the on-going reforms in education sector?
- What are the suggested ways to improve the outcomes of public spending, based on the outcomes of the Analysis?

The education sector analysis will just cover current laws, policies and programmes and will not be expected to include previous or future planned programmes or legal frameworks. This is a preferable data source bearing in mind the importance that the goals of the current education policies are achieved in a quality way.

There is no unique Theory of Change for the education sector in Montenegro. So, the analysis should use a guidance Goal Area Theory of change of the UNICEF Strategic Plan 2018-2021 Theory of Change Paper, UNICEF Strategic Plan, 2018#2021


The ambition is that this assignment will not only provide a stock take of the existing education system, its gaps and challenges, but also generate new evidence for an actionable roadmap on future system reforms that has the buy-in from the main stakeholders in the sector, including the Ministry of Education.

The process of conducting the analysis, from Terms of Reference development to final report dissemination and follow-up action will involve a national reference group, to be established by the Ministry of Education, for this research. The group will comprise representatives of the Ministry of Education, UNICEF, Ministry of Finance, the General Secretariat of the Government and central educational institutions who also represent the main audience of the research findings. They will be the primary and secondary users of the analysis. The comprehensive sector analysis will be done in a participative manner, with close involvement of line ministries and institutions.

The assignment is to be carried out within the period November 2019#October 2020, across the Montenegro. Target population of the Analysis are the representatives of the Ministry of Education and central education institution, Ministry of Finance and General Secretariat of the Government. Analysis will also target the representatives of the preschool institution, primary and secondary school and high education institution in all three regions of the country- northern, southern and central.

The final report should comprise of three main parts: an executive summary, an extensive analysis part and finally key recommendations and policy briefs for further development of the education sector.
3. Methodology and Technical Approach

Based on the Inter-Agency Education Sector Analysis Methodological Guidelines Education Sector Analysis Methodological Guidelines, 2014 (UNESCO, the World Bank, UNICEF, GPE),
https://www.globalpartnership.org/content/methodological-guidelines-education-sector-analysis-volume-1 (VOL 1),
https://www.globalpartnership.org/content/methodological-guidelines-education-sector-analysis-volume-2 (VOL 2),
the analysis will provide methods for carrying out a comprehensive analysis of the education sector. The Methodological Guidelines discusses the context for the development of the education sector, enrolment, internal efficiency, out-of-school children, cost and financing, quality, system capacity and management, external efficiency and equity. The aforementioned document provides methods for carrying out a comprehensive analysis of the education sector in developing countries and places governments at the centre of the process.

In line with the Education Sector Analysis Methodological Guidelines, the analysis will include the following:

a) Executive Summary
b) Brief description of the methodology and data collection tools
c) Context of the development of the education sector - to analyse the socio-demographic and macroeconomic context affecting the education sector, including past trends and future prospects with a focus on the following areas:
   a) demographic context, especially the population group 0 # 24 years of age, gender-disaggregated and with particular attention to regional differences;
   b) social development context - including poverty and inequality data, demographic intensity rate, urban vs. rural population, the prevalence of disabilities, Human Development Index The Human development index, linguistic context, etc;
   c) macro-economic and public finance context - general economic data, GDP and GDP per capita trends, public resources and their distribution across sectors, regional comparisons, future prospects;
   d) institutional context, mechanisms and structures;
   e) economic and political context - political and economic (in)stability, etc;
   f) vulnerability analysis covering the presence or likelihood of risks, such as disaster, conflict, and economic crisis and their potential impact on the education sector.
d) Analysis of enrolment, internal efficiency and out-of-school children - to understand the quantitative performance of the education system in terms of enrolment capacity, coverage of different age groups, obstacles to access to and completion of cycles, efficiency and exclusion. The analysis should cover:
   a) the evaluation of enrolment and education system enrolment capacity;
   b) school coverage - schooling profiles, school life expectancy;
   c) access and coverage - including supply and demand issues on access (with bottleneck analysis);
   d) equity in coverage and learning by sub-sectors/education level;
   e) internal efficiency- student#s repetition and attendance, drop-out, out-of-school children with a focus on Roma and Egyptian children, children with disabilities, children in state care institutions, etc);
   f) external efficiency # to show the extent to which education (and each of its levels) contributes to the achievement of national economic and human development goals.
e) Analysis of cost and finance - to show the level of investment in education and its trends over time, including the structure and distribution of education financing and the breakdown of spending, as well as the EU accession requirement related to introduction of programme budgeting. The focus of the analysis should be on:
   a) global government spending on education - expenditure on education as a proportion of gross domestic product (GDP) and overall government expenditure;
   b) Montenegrin public education expenditure - with the focus on a 10-year time period;
   c) distribution of public education expenditure by sub-sectors/education level;
   d) average spending per student and a comparison by level;
   e) equity in the distribution of public education expenditure;
   f) trends over time - total expenditure and unit costs;
   g) household contribution to education, with particular attention to potential regional disparities, urban/rural, and education level desegregation.
# share of education expenditure (by government, households, and other stakeholders).

f) Analysis of quality, system capacity and management - to identify issues and determining factors that explain the specific situation of different groups (e.g. boys and girls) and different areas (e.g. rural/urban). The following key topics will be analysed:

- learning outcomes and achievements, including analysis of the factors associated with learning outcomes;
- system capacity to support reforms leading to better student's learning outcomes;
- management of teachers and teaching support professionals, including needs for initial and professional development training, recruitment, but also the system of teacher (re)licencing, school management system, evaluation/learning assessment systems, quality assurance, etc.
- management of educational resources (financial and physical) and of teaching time.

Analysis of equity, in order to gather evidence on the extent to which enrolment patterns and school's results differ based on key socio-demographic factors and how choices in public resource distribution affect equity. The following key topics should be analysed:

- The existence and extent of disparities in schooling careers and results according to gender, area of residence, geographic location, children with disabilities and household wealth; and
- The degree of equity in the distribution of public resources by highest year of schooling achieved (structural equity) and the degree of absorption of public resources by various socio-economic groups (distributive equity/social selectivity); analysis of previous and actual efforts to promote social inclusion and address poverty.

h) Analysis of external efficiency, with a view to analysing the extent to which education contributes to the achievement of national economic and human development goals. The analysis is to include:

- A macro-economic review of the extent to which the education system is aligned with labour market requirements, in quantity and quality; analysis of reforms aimed at reducing informal economy;
- Evaluation of the return on investments in education and training at individual and collective levels;
- Analysis of the impact of different education levels on living standards.

i) Additional analysis of a sub-sector or an area # as required and agreed with the Ministry of Education

j) The comprehensive education sector analysis will include, as primary data source, an in-depth review of relevant education and education-related sector policies and strategies, including national and international commitments that include activities and goals related to education. For example, the following policies and strategic frameworks are to be covered by the analysis:


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# International commitments made by the Government (Sustainable Development Goals, European Union Accession Process, etc) and the extent to which these affect national educational system.
# Implementation of government decisions regarding education service delivery;
# Large-scale partner-supported activities - including issues related to aid effectiveness.

Secondary data source for the analysis should include the interviews and focus groups with the key informants and beneficiaries, in line with the proposed methodology. The size of the sample, in the terms of participants involved and municipalities covered, should be developed in line with the methodology proposed by the consultancy agency.

k) Key recommendations and strategic vision for further development of the Education sector.

The proposed recommendations and policy briefs should reflect the key findings of the education sector analysis and offer concrete and actionable proposals for developing quality and relevant multi-year education sector plan, in line with the requirements of the Economic Reform and Public Administration reform agendas. Recommendations should be strategic, evidence-based, sensitive to the context, realistic and achievable and should include the equity dimension. Based on the sector analysis findings and considering the constrained public finances, they should aim to support a more effective and efficient use of public sector funding through reallocation and redistribution of resources. In addition, they should take into consideration and respond the country’s EU accession priorities and the implementation of National Strategy for Sustainable Development National Strategy for Sustainable Development, 2016, http://www.mrt.gov.me/ResourceManager/FileDownload.aspx?rid=280311&rType=2.

The consultancy will need to include a transparent and participatory validation of findings of the comprehensive education sector analysis report.

I) The consultancy should also include a strong capacity building segment # to be proposed by the consultancy agency - aimed at strengthening the capacities of government and relevant institutions representatives (including academia), and the reference group established by the Ministry of Education, related to the goals, content and methodologies of the education sector analysis, with a view to creating the capacities for ongoing assessments, analyses, monitoring and planning within these institutions. The capacity building segment is to be conducted through training sessions (up to 5 training days) and should consist of theoretical and practical parts. It should also include on-going support to the MoE established reference group, depending on the extent and modality of their involvement in the review process.

m) Dissemination of findings

Final report on the assessment (analysis and executive summary), a policy brief on recommendations of next steps and actionable roadmap/recommendations for the reform of the education system feature as the key deliverables of this process. Due to the expected high volume of data and analysis contained in the full assessment report, the dissemination strategy will involve:
o Preparation of an executive summary as a standalone document, suitable for both expert and general audience,
o Preparation of slide decks with key findings and proposed reform options,
o Publishing of the full assessment report in electronic format.

Stakeholder engagement will be ensured through a national reference group that will acts as a sounding board for the research. As mentioned, it will comprise representatives of the Ministry of Education, UNICEF, Ministry of Finance, Government General Secretariat and central educational institutions who also represent the main audience of the research findings.


Data sources:
This assessment will draw-on analysis of secondary and administrative data (Montenegrin Education Management System / MEIS) as well as the collection of primary qualitative data

The analysis will involve, but is not limited to, a desk-review of existing documents and strategies, including reports of other researches/evaluations/analysis conducted since 2010 as well as relevant planning and monitoring documents of the education sector. It will also involve observations of specific aspects of education sector work, interviews with key informants and focus groups with partners, including beneficiaries, adults and children. Potential limitations to the availability of data, particularly related to financing of the sector of education, should be addressed.
and solutions suggested in the Inception Report. The consultant(s) will be responsible for elaborating the final methodology to be employed in their technical proposal and within the inception report, including the exact characteristics of the research participants and sampling criteria for beneficiary participants.

Timelines:
The consultancy is expected to be carried out within the period November 2019 # October 2020. The contract is planned to end no later than October 10, 2020. The selected institution is expected to conduct activities according to the schedule indicated in para 6 and in close consultation with the UNICEF Montenegro Country Office and the Ministry of Education, for the purpose of providing advisory, monitoring and quality assurance function for the duration of the education sector analysis and development of recommendations.

Logistical issues:
The research will involve the research team visiting national partner institutions in the capital Podgorica and in selected municipalities in Montenegro. The research team will be responsible for arranging the visits and arranging and paying for, their own road transport while working in the country.

Reference group:
National reference group is to be established by the Ministry of Education, for this research. The group will comprise representatives of the Ministry of Education, UNICEF, Ministry of Finance, the General Secretariat of the Government and central educational institutions who also represent the main audience of the research finding. The roles and responsibilities of the reference group will include:
- the quality review of the inception report, draft and final report of the analysis;
- participation in the capacity building training;
- participation in the Validation Meeting of Key Findings;
- support to the consultancy agency during the data collection process;
- all other activities that shall result in successful conduction of the analysis.

4. Activities and Tasks

Under the management of UNICEF Montenegro Education Officer, and in close consultation with the Ministry of Education and UNICEF more broadly, the research team will undertake the following activities:

- Prepare an inception report, including details on methodology, information gathering tools, and timeline of activities (max 40 pages)
- Conduct desk review of relevant policies, researches, strategies, etc.
- Conduct field work and data collection in line with the proposed methodology
- Deliver a training on education sector analysis to Ministry of Education representatives
- Develop a draft education sector analysis, including recommendations for future education planning and budgeting
- Draft a policy brief on recommendations of next steps and an actionable roadmap for the reform of the education system and prepared PowerPoint presentation with overview of findings and recommendations, including recommendations for capacity building needs in terms of planning, monitoring and evaluation of the system
- Participate in technical meetings to present and discuss the findings of the report and produce a roadmap for a future reform process
- Finalize the education sector analysis in line with the suggestions and comments of the national reference group (max 70 pages).

5. Ethical considerations and quality assurance

The whole process will be administered in line with the Procedure for Ethical Standards in Research, Evaluation, and Data Collection and Analysis (UNICEF, 2015) https://www.unicef.org/supply/files/ATTACHMENT_IV-UNICEF_Procedure_for_Ethical_Standards.PDF and Strategic Guidance Note on Institutionalizing Ethical Practice for UNICEF Research (UNICEF, 2013) https://www.ungm.org/UNUser/Documents/DownloadPublicDocument?docid=826374 to ensure the highest ethical standards in all stages. This is necessary both in its own right and as a significant contributor to ensuring quality.
and accountability in the evidence generation process, especially when it involves children. To achieve that goal, UNICEF Country Office in Montenegro established an independent Ethical Review Committee in 2016, which reviews and approves research methodologies and final research reports, before their publication. The committee is multidisciplinary and multi-sectoral in composition. Child Rights Monitoring and Evaluations Specialist in UNICEF office in Montenegro will facilitate the process for obtaining official ethical approvals.

As per the Terms of Reference, functions of the Ethical Review Committee include the following:

1) Reviewing Relevant Research, Data Collection and Analysis Inception Reports, focusing on a detailed research methodology: to contribute to respect and protection of dignity, rights, safety and well-being of all children, groups and persons related to the concerned project/programme/activity as well as paying attention to the gender perspective. This would include participants in the research/evaluation, community at large, researchers, research community and institution/s. Tentatively, the Committee is expected to:
   - Provide feedback on the inception report and/or proposed research methodology within 5 working days following the submission;
   - Provide feedback on the draft research report no later than 5 working days following the submission;
   - Provide feedback on the final research report no later than 5 working days following the submission;

2) Guidelines: Provision of Guidelines with respect to:
   - When a full or expedited review is required and the arrangements and timelines for both.
   - Where significant ethical issues arise or where significant changes to the methodology or project occurs during the implementation of the project, the Committee should be notified and a decision made as to whether the changes or issues require ethical review.

3) Analysis and Documentation: Ensuring learning at UNICEF Montenegro and targeted capacity building of national partners through training and sessions related to ethics and other relevant issues of social research. Therefore, ethical considerations of respondents will be of utmost priority in determining the most appropriate methods and their implementation and will be documented and included in all reports. Special measures will be put in place to ensure that the research process is ethical and that the participants in the process can openly express their opinion. This will be particularly relevant for the data collection as part of the beneficiary assessment. Specific attention should be paid to issues specifically relating to:
   - Harm and benefits: the selected service provider will be expected to avoid constituting a risk to participants in the research, as none of the participants will be stigmatised for taking part in the research, prevented from benefitting from social protection interventions or enticed to participate by e.g. inadequately high participation fees;
   - Informed consent: With regard to child participants, the prior written consent of both the child and their parent/legal guardian will be required in order to participate in the FGD (if relevant), using the consent form template the selected service provider will need to develop;
   - Privacy and confidentiality: The sources of information will be protected and known only to the research team, i.e. ensuring ethical conduct in data generation will be imperative; and
   - Conflict of interest of the research informants: UNICEF expects that any potential or actual conflict of interest will be declared beforehand.

Consequently, the selected consultancy company has to ensure that it is clear to all subjects that their participation in the research is voluntary. All participants should be informed or advised of the context and purpose of the analysis, as well as the privacy and confidentiality of the discussions. To conduct the research, the research team will have to act in accordance with the International Charter for Ethical Research Involving Children developed by UNICEF and others[i] (UNICEF’s Ethics Charter), and UNEG’s Ethical Guidelines for Evaluation. These ethical standards include clear guidelines on the handling of child protection disclosures, ensuring child safety in accordance with the principles of ‘doing no harm’ and acting in the participant’s best interests. The ethical standards also demand that the research team respects the human rights, diversity and dignity of all research participants, including by obtaining their prior informed consent, ensuring their anonymity and protecting their privacy. With regard to child participants, the prior written consent of both the child and their parent/legal guardian will be required in order to participate in the FGD.
Strict procedures need to be put in place to ensure the confidentiality of the raw data collected. All notes and case file reviews need to be kept securely on research team#s premises and cannot be shared with any person outside the research team. Raw data and notes collected by the national expert shall be destroyed after the publication of the final report. When citing sensitive data obtained from the FGDs, interviews etc., the authors will have to take added precautions and withhold details of the participants’ professional titles, institution and location to avoid the risk of identification.

No payments or compensation were offered to the research participants. Though, to thank the children for their time and contributions during the FGDs, the researchers will provide refreshments during the FGDs and letters to thank them for their time and informing them of the progress of the research and finalisation of this report.

The inception report, draft and final report of the analysis will need to undergo stakeholder and external quality review, including the Reference Group established by the Ministry of Education and the independent Ethical Review Committee. The consultancy firm is expected to address these comments in a reasonable amount of time, and to create and update the comments matrix, with justification provided to explain how each of the comments was treated.

6. Deliverables, Timeframe and Payment Schedule

The consultancy is expected to start in November 2019. A proposed timeline is presented below. It is expected that the team will report any adverse events that may cause the timeline to slip, or any delays during project implementation to UNICEF#s Education Officer.

The consultancy firm may propose suitable inputs and level of effort to deliver the outputs. Applicants to this consultancy are asked to submit their daily rate for the work to be undertaken, based on the estimate of the number of days (level of effort) required to complete the work by the deadlines proposed below.

Description of the deliverables:
1. Desk review of existing materials and relevant recent studies- max 7 days

Findings of the desk review of relevant policies, strategies and Methodological Guidelines for Education Sector Analysis (maximum 10 pages)
Timeline: 20 November 2019
Payment Schedule: /

Description of the deliverables:
2. Inception Report and Work Plan- max 8 days
Preparation of Inception Report (max 40 pages), which should include:
a. Methodology- specific methods and data source to be used, an assessment matrix with appropriate metrics and/or benchmarks, initial process mapping, sampling strategy for accuracy analysis, further thoughts on any other areas (e.g., risks, methodological limitations, and so on);
b. Detailed Workplan and timeline;
c. Outline of the draft report.
Timeline: 30 November 2019
Payment Schedule: 40%

Description of the deliverables:
3. Data collection and capacity building for the representatives of relevant institutions and the reference group # max 15 days Data collection process should consist of:
a. Data collection
b. Field trip to Montenegro (meetings with key informants)
c. Delivery of the training
Timeline: 10 - 28 February 2020
Payment Schedule /

Description of the deliverables:
4. Delivery of the first draft report- max 20 days
The first draft report of the analysis (maximum 60 pages, excluding annexes), clearly articulating key findings, conclusions, recommendations, as well as an outline of the Executive Summary (max 5 pages).
Timeline: 10 April 2020
Payment Schedule: / 

Description of the deliverables:
5. Delivery of the second draft report- max 7 days
Based on the comments on the first draft Report from the UNICEF, the Ministry of Education, national reference group and other relevant institutions, delivery of the Second Draft Report
Timeline: 20 June 2020
Payment Schedule: 40%

Description of the deliverables:
6. Presentation of the Key Findings at the Validation Meeting- 1 day
1. PPT with key findings reflected in the second draft report (to be sent to UNICEF at least 7 days before the Validation Meeting)
2. Presentation of the key findings at the Validation Meeting in Podgorica, Montenegro.
(Field trip to Montenegro; presentation to be delivered by the consultancy agency experts and members of the MoE reference group)
Timeline: 15 September 2020
Payment Schedule: / 

Description of the deliverables:
7. Final Education Sector Analysis Report, including Executive Summary and capacity building report / recommendations- max 5 days
Development of the Final Education Sector Analysis Report (max 70 pages), including Recommendations and a Policy Brief, and an Executive Summary (max 5 pages), and Annexes. A Final Report should incorporate comments received by UNICEF and other relevant institutions.
Timeline: 10 October 2020
Payment Schedule: 20%

7. Management and Organisation
Management: The Consultancy Agency will be supervised by UNICEF Montenegro Education Officer, in close cooperation with Deputy Representative and UNICEF Social Policy Officer.
Quality control of the deliverables will be ensured by the UNICEF Montenegro, the national reference group and the UNICEF Regional Office for Europe and Central Asia.
Organization: International Institutional consultancy is required for this consultancy. This work will be delivered under the institutional contract.
Schedule: This assignment will commence on November 5, 2019 and end on October 10, 2020.
Payment schedule: Payments will be made upon successful completion of the deliverables and submission of invoices.
UNICEF recourse in the case of unsatisfactory performance: 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.
In case of the any suspected adverse event, the Consultancy Agency should report the situation to the UNICEF Montenegro UNICEF Education Officer, Mrs. Maja Kovacevic immediately and without hesitation.

8. Qualifications and experience
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Institution/Company:
- Research or academic institution with proven experience and involvement in developing strategy and policy documents for the education sector (examples of specific strategic documents and/or policies developed should be provided);
- Experience in working on education, human/child rights or social sector analysis projects;
- Proven ability to secure a team of consultants working across specific education sector areas: early childhood education, primary, secondary, higher and vocational education and financing of education system programmes (information on past projects involving multidisciplinary teams to be provided);
- Demonstrated experience of work with Governmental institutions in the education sector is a strong asset;
- Previous work with UNICEF or other UN agencies is an asset.

Team Leader:
- Advanced University Degree in Education, Social Sciences, Economy or related field;
- Minimum of 7 years of relevant professional experience in education policy development, analysis, research or evaluation;
- Proven experience in quantitative and qualitative research in education or another social field;
- Demonstrated knowledge of the education system in Montenegro is a strong asset;
- Familiarity with international, EU and European Commission policies and benchmarks in education and best European practices in the field of education; familiar with the ESA Guidelines (IIEP/GPE)
- Proficient in practical training to technicians in planning, monitoring and evaluation, including the development and share of useful results-based management tools.
- Demonstrated experience of work with the Government of the Montenegro in undertaking research/evaluations/reviews in the social field is a strong asset;
- Proficiency in English, both oral and written.

Consultants in the team, including at least one national consultant:
- Advanced University Degree in Education, Social Sciences, Finance, Economy, Statistics, Monitoring and Evaluation or related field;
- Minimum of 5 years relevant professional experience in quantitative and qualitative research and evaluation in the education sector and/or relevant technical fields (Social Sciences, Finance, Monitoring and Evaluation, Economy)
- Experience in working with the Government of Montenegro and/or UNICEF or other UN Agencies will be an asset;
- Familiarity with the education system in Montenegro is an asset;
- Demonstrated capacity to analyse policy documents and formulate policy recommendations including efficient and effective use of funding;
- Ability to build capacity of national partners and develop technical and policy documents in working groups with national experts, in a friendly environment
- Good command of Montenegrin and English, both oral and written.

9. Content of technical and financial proposal

The proposal should consist of:

Technical Proposal including:

a) Portfolio of the organisation/institution/agency with examples of previous work on similar projects and clients in last 5 years, which should include:
  - Title/Designation of each team member on the project and their CVs
  - Experience in working on similar project and assignment # List all similar projects they worked on and their roles on those projects
  - Project implementation and work plan showing the detailed sequence and timeline for each activity and days necessary for each proposed team member
  - Quality assurance mechanism and risk mitigation measures put in place
b) Detailed description of the methodology and technical approach, including an on-going capacity building

REQUEST FOR PROPOSAL FOR SERVICES  Page 14 of  27  LRPS-2019-9150843
component in the aim of improving the technical capacities of the Ministry of Education for review and planning processes;
c) Tentative work plan with number of days, timeframe and deadlines for deliverables
d) Evidence about the two to three similar assignments containing the following information:
   - Name of Client
   - Title of the Project
   - Year and duration of the project
   - Scope of the Projects/Requirements
   - Proposed Solutions and Outcome # include visuals, web-links, etc.
   - Team members on each of the project and their specific roles
   - Project timelines (start and end date year, and any other information necessary)
   - Reference /Contact person details

Financial Proposal (Budget) including:

   - Daily fee rates for each team member per deliverable, as well as total cost per professional based on number of working days included in the technical proposal.
   - Estimated reimbursable travel costs (all travel must be pre-approved by UNICEF and will be based on most direct and economy class ticket irrespective of the duration of the flight. UNICEF will reimburse the service providers upon the presentation of the travel tickets and boarding pass/receipts etc.). Daily subsistence allowance (DSA) will, where applicable, be paid up to a maximum of the official UN rate.
   - Other costs if applicable.

The financial proposal shall indicate budget estimated in USD.

10. Proposal evaluation

The potential contractors are expected to submit a proposal based on these Terms of Reference. The proposal will be evaluated against the following criteria: (1) relevance, efficiency and effectiveness of proposed methodology and technical approach; (2) organisational and technical capacity of the applicant; (3) relevant experience in similar type of work; and (4) budget. The evaluation of submitted proposals against these criteria will be used as a basis for the selection of the contractor.

Each proposal will be evaluated against a weight allocation of 70 for the technical proposal and 30 for the commercial (financial) proposal. The total maximum obtainable points is 100.

A) Technical evaluation - Maximum points:  70
   - Professional profile - 25
   - Proposed Methodology and Approach # 20
   - Quality of Personnel and Suitability for the assignment # 25

Technical Proposal Evaluation Form

1. Professional profile
In brief: Evidence of experience with similar projects and clients

1.1 Evidence of experience in similar projects
- e.g. reviews/assessments of education systems
- e.g. previous engagements with UNICEF or other UN agencies related to education evaluations, research, sector reviews and planning
Max. Points Obtainable:  10
<table>
<thead>
<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2</td>
<td>Evidence of familiarity with education sector analysis methodologies and tools Max. Points Obtainable: 10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Familiarity with key international human and child rights instruments as well as global policies related to education Max. Points Obtainable: 5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Proposed methodology and Approach In brief: Approach, methodology and workplan for the analysis</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Detailed methodology to conduct the analysis of the education system in Montenegro Max. Points Obtainable: 10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Detailed workplan, key milestones and delivery plan for review by UNICEF Max. Points Obtainable: 5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Capacity building methodology Max. Points Obtainable: 5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Quality of Personnel and Suitability for the assignment In brief: Evidence of knowledge, skills and experience</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Academic background and required professional experience for the position of Team Leader (as per the ToR) Max. Points Obtainable: 10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Academic background and required professional experience for the position of other team members, including at least one national consultant Max. Points Obtainable: 15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total 70 points</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.
-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.

Education Sector Analysis Consultancy 1 PU
SPECIAL NOTES

July 26, 2019
REQUEST FOR PROPOSAL
LRPS-2019-9150843

UNIVERSITY OF CHILDREN'S FUND

Wishes to invite interested companies to provide "International institutional consultancy for International Institutional Consultancy # Technical Assistance to the Ministry of Education of Montenegro to conduct a comprehensive Education Sector Analysis. Terms of Reference for this assignment are incorporated in LRPS-2019-9150843 and make integral part of it. Potential contractors should submit bidding documentation consisting of technical (A) and financial proposal (B) to the following email address: podgorica@unicef.org

The potential contractors are expected to submit a proposal based on Terms of Reference. The proposal will be evaluated against the following criteria:

(1) relevance, efficiency and effectiveness of proposed methodology and technical approach;
(2) organisational and technical capacity of the applicant;
(3) relevant experience in similar type of work; and
(4) budget.

THE PROPOSAL WILL BE EVALUATED AGAINST THE FOLLOWING CRITERIA:

A) Technical evaluation - Maximum points: 70

- Professional profile - 25
- Proposed Methodology and Approach # 20
- Quality of Personnel and Suitability for the assignment # 25

Completed Supplier Profile Form # which can be found here: https://wcmprod.unicef.org/montenegro/en/tenders (https://bit.ly/2lkbpZo) along with the documents required in the form.

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.
- 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.

The financial proposal shall indicate budget estimated in USD.

(one separate email; attachment password protected; The reference "LRPS-2019-9150843-International Institutional Consultancy # Technical Assistance to the Ministry of Education of Montenegro to conduct a comprehensive Education Sector Analysis" - financial proposal)

LRPS - 2019-9150843 (filled out and signed)
IMPORTANT-ESSENTIAL INFORMATION
Proposal form LRPS-2019-9150843 must be used when replying to this invitation.
The reference "LRPS-2019-9150843 - International Institutional Consultancy # Technical Assistance to the Ministry of Education of Montenegro to conduct a comprehensive Education Sector Analysis" must be indicated in the subject of the e-mails as indicated above.
Passwords for the protected attachments should be sent in 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 CET on August 23, 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.
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/RFP(S). 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.
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 propriety 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 the 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 unauthorized 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 systems 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.

- "Hunt 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.

- "Key Personnel" means the Contractor’s key personnel identified in the proposal as key individuals (as a minimum, managers, senior managers or directors) to be assigned for participation in the performance of the Contract.

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

- "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, use or more events (i) (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 sections 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 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 https://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 Combating 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 any 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

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 as 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 fulfilment 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 any 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 performance of the Services or delivery of the Deliverables.

2.5 Title to any equipment and supplies which may be provided to the Contractor by UNICEF, remains 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
ANNEX A
GENERAL TERMS AND CONDITIONS

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 Conract, 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 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 permanent or regularly 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 surrounding the proposed replacement(s) and submit justification and qualification of replacement Personnel in sufficient detail to permit evaluation of the impact on the engagement.

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 accord 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 expressed in the Policy 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 portion of income tax, insurance, social security, health insurance, worker’s compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for, (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor’s Personnel and sub-contractors’ personnel; or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor’s Personnel and sub-contractors’ personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 2.14.

3. Fee; Invoicing; Tax Exemption; Payment Terms

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

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 and 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 recurring UNICEF’s exemptions from, or refund of amounts paid in, 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 unadjusted amount of the Contractor’s invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referenced 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 over 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 acceptable 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 to it by 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, indemnity or other claims (excluding, 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 authorized 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 any amount of such audits or audits determined not to be 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 persons).

4. Representations and Warranties; Indemnification; Insurance

4.1 The Contractor represents and warrants that to 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 Contractor 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 delivery 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 is, 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 arrangements that restricts 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 accepted by 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 officers, employees, coordinators 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 rents and expenses, by any third party and arising out of the act or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but will 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 defense, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defense 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 the then-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 (excluding, but not limited to, the risks 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 his property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contractor and claims arising out of the Contractor in an adequate amount to cover all claims arising from or in connection with the Contractor’s performance under the Contract;
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(1) 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;

(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 find all amounts within any policy deductible or retained.

(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.

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

5.1 Intellectual Property and Other Proprietary Rights

5.1.1 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 collated 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 liable 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 personal, 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 to, 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 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;

(i) 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;

(ii) 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 to the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient 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 (i) 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 (ii) 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 purposes 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 infrastructure, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor’s confidentiality obligations in this Article 5.3 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 fulfill 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 ensure that its Personnel will not, transfer, copy, remove or access 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) remove and/or reconstruct any and all UNICEF Data lost by UNICEF and/or Final Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Code; and (c) as needed, re-implement the Services.
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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 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 Security Incident, UNICEF can terminate the Contract with immediate effect.

Service Providers and Sub-Contractors

5.10 The Contractor will impose the same requirements relating to data protection and non-disclosure of Confidential Information, as are imposed upon the Contractor itself by this Article 5 of the Contract, on its service providers, subcontractors and other third parties and will remain responsible for compliance with such requirements by its service providers, subcontractors and other third parties.

End of Contract

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

(a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor or its subcontractors and confirm such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.11.

6. Termination; Force Majeure

6.1 Termination by Either Party for Material Breach

6.1.1 If one Party is in material breach of any of its obligations under the Contract, the other Party may give 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 conciliations or arbitration 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) if 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 5.3-5.11 (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 any other payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, or (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 significantly or 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 standards applicable to the performance of the Contract or UNICEF's standards 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 protest 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 notice of termination, together with any data, materials or work-in-progress related specifically to the Contract. If UNICEF obtains the assurance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable co-operation to UNICEF and such other party in the orderly migration of services and transfer of any Contract-related data, materials and work-in-progress. 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 the 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 illegitimate challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or in 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 7 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 organization 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
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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, any matter that were within such former official’s responsibilities while at UNICEF.

(e) The Contractor further represents and warrants 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 sanctions that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Contractor further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organization or other international inter-governmental organization. The Contractor will immediately disclose to UNICEF if it or any of its Affiliates or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

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

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

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

7.7 The Contractor represents and warrants that it has taken and will take 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 exploitative 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 induce UNICEF so soon as it becomes aware of any incident or report that is inconsistent with the understandings 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 streamline 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 understandings 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 Contractor and all other affected contracts will resume in accordance with the 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 is operated or performed, 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 conciliations 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 sixty (60) 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 person listed in the Contract for the delivery of actions, 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 to 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.
ANNEX A
GENERAL TERMS AND CONDITIONS

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 defect 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 money 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 money 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.