REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2019-9152941 08 October 2019

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for
Evaluation of Models for Scale-up Potential in Serbia

XXXXXXXXX FAX/LETTER NOT SPECIFIED IN 'PREPARE ITB (ZMRQ)' XXXXXXXXX
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

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Natasa Markovic
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
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Approved By:

__________________________________________________ Date: _____________
Marko Gavric
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-2019-9152941 set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _______________________________
Date: _______________________________

Name & Title: _______________________________
Company: _______________________________
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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____
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#### TERMS OF REFERENCE FOR INSTITUTIONAL CONTRACTORS

**Title of the assignment**

Evaluation of Models for Scale-up Potential in Serbia

**Background and Justification:**

These Terms of Reference (ToR) set out the purpose, objectives, methodology and operational modalities for an institutional contractor to rapidly assess modelling by UNICEF Country Office in Serbia in the period of 2016 # present time and inform strategic directions for the next programme cycle. The independent evaluation is expected to begin in December 2019 and to be completed by June 2020.

### 1. CONTEXT AND BACKGROUND

Serbia is making progress in legislative and public sector reforms and working towards meeting international standards (the country ratified a number of human rights conventions, such as CEDAW, CRC and CRPD in 2000s) in the fields of education, social protection, health, justice and anti-discrimination. National averages for this middle-income country look relatively good. However, disaggregated data show significant inequities associated with poverty, rural areas and significant discrimination associated with ethnicity and disability.

The total population of Serbia in 2019 is estimated at just under 7 million, children 0-17 make up 17 percent and youth (15-24 years) make up 10.6 percent of the population. According to the 2011 census, more than half of the population (55.8 percent) lives in urban areas.

Over time, absolute poverty in Serbia shows a stable trend at around 7 percent of people who cannot satisfy basic needs. This means that basic needs cannot be fulfilled by approximately 500,000 people. Data indicates that poverty is twice as common in non-urban areas (10.5 percent versus 4.9 in urban areas), vulnerability is visible particularly in South-Eastern Serbia, among children up to 14 years of age, youth (15-24 years), persons living in households headed by someone with a low education level or by someone who is unemployed or inactive SIPRU, http://socijalnoukljucivanje.gov.rs/rs/socijalno-ukljucivanje-u-rs/statistika/apsolutno-siromastvo/. Therefore some 120,000 children (aged 0-18) and 40,000 youth (aged 19-24) lived in absolute poverty in 2017. In Serbia, there is a stable trend of around 25 percent of the population which is at risk of poverty (25.7 in 2017, in comparison to 25 in 2014), while the EU28 average is 16.9 percent Statistical Office of the Republic of Serbia, http://devinfo.stat.gov.rs. More children are at risk of poverty than among the general population (30.2 percent in 2017), and this trend is stable, with a low increase rate (e.g. in 2014, there were 29.7 percent children at risk of poverty) Statistical Office of the Republic of Serbia, http://devinfo.stat.gov.rs, SILC..

Children from poor families and Roma children still encounter substantial obstacles concerning access to education, attendance, the quality of education they are offered and in their progression. Similar barriers may be faced by other groups of socially excluded children, such as children on the move. As a result, many students fail to meet initial expectations and are then frequently directed into programmes and education plans intended for students with learning disabilities or drop out from school.

Children from vulnerable groups who are most in need of additional support for early development and learning are the least involved in pre-school education, which suggests that they face high inequity. According to MICS data from 2014, only 9 percent of poorest children attend pre-school, 6 percent of Roma children, and 27 percent children from rural areas attend pre-school. There is no reliable data on participation of children with disabilities in preschool education, a study from 2012 UNICEF, Investing in Early Childhood Education in Serbia, September 2012. estimates 1 percent while according to data on the number for pedagogical profiles (PP) or individual
education plans (IEP) from 2017/2018, 0.89 percent of children had either PP or IEP in PSE. Although there are officially no preschool institutions/facilities for the education of children with developmental impairments The Savski Venac pre-school institution, which only enrols children with developmental impairments is an example of this, as well as schools for the education of children with developmental impairments and disabilities implementing pre-school education programmes., the data indicate that there were 39.5 active special groups in 30 preschool institutions attended by 364 children (0.17 percent) in the school year 2017/2018 Statistical Office of the Republic of Serbia. While no real time data are available on children on the move, it is noticed that migrant and refuge children have access to pre-school, however their regular attendance might depend on a number of factors.

The 2014 Multiple Indicator Cluster Survey (MICS) showed that only 69 per cent (63 for boys and 76 for girls) of Roma children have timely primary school entry and 64 per cent complete primary school, compared with 97 and 93, respectively, for all children. The proportion of adolescents attending secondary school is 89 per cent for the general population, yet it is only 22 per cent of Roma children (15 per cent girls). Administrative data show that 88 per cent of girls and 81 per cent of boys have completed secondary school in Serbia. However, one third of pupils aged 15 are functionally illiterate. This points to an education of inadequate quality that requires further modernization of the curriculum and teaching methods and intersectoral coordination to support inclusion and prevent dropout.

Since the introduction of inclusive education in 2009, the number of students in special schools decreased by 25.3 percent (1,595 students) Statistical Office of the Republic of Serbia, meaning that in the 2010/2011 school year, 1.09 percent of the student population was educated in special schools, while in 2018/2019 0.89 percent of the total student population was educated in special schools. The structure of students in special schools has also changed since 2009 # shifting from an approach of categorising children according the type of disability and exclusion of children with multiple disabilities towards greater inclusion of children with multiple disabilities. In 2018, there were around 35 percent of children and students with multiple disabilities in special schools Institute for Improvement of Education, 2018.

Since 2013 the overall number of children in alternative care has, although at slower pace than in the previous period, continued to increase. In 2017, 88 percent of children without parental care were placed into foster families and 12 percent into residential institutions. Many girls and boys without parental care are therefore deprived of safe, trustful, stable and stimulating relationships which leads to their unequal chances to reach their maximum potential for an independent life. While it is encouraging that the total number of children placed into institutions has decreased (from 961 to 761, or 17 percent), the number of children placed into foster-care has increased in the same period (from 5,125 to 5,416 or 5.7 percent) Children in the system of social protection, Republic Institute for Social Protection, 2018. Despite challenging circumstances, clear progress has been made towards de-institutionalization. However, this process has not been felt equally by all children. There is continuously a slightly higher number of boys predominantly among children with disabilities in both residential and foster care. It is concerning, that despite the introduction of a ban on placing children under-three years of age (2011) in institutional care, it continues to occur. After a gradual decrease since 2012, it started to increase again in 2016, reaching a total of 44 children in residential institutions in 2017. Community services are not yet fully sustainable and therefore reach only a relatively small number of children.

According to official statistics, there were 3,465 juvenile criminal reports, and around 1,633 convictions in Serbia in 2017. Most reports and convictions are for boys Statistical Office of the Republic of Serbia. The trends in the number of reports and convictions since 2013 are not linear but are in decline overall (9.9 percent decrease in reports since 2013). For juvenile criminal reports there is a small but continuing increase in the number of girls (from 6.9 percent in 2013 to 10.1 percent in 2017). In cases where crimes are committed by juvenile offenders, 30% of all victims are children below 18. The application of diversion measures is on the rise (from 4 percent in 2013 to 9.5 percent in 2017), although there is scope for further increase. These measures could also be applied in an earlier phase, before a criminal or court procedure is initiated.

In 2015, UNICEF developed its Country Programme Document (CPD) jointly with Government partners for the period 2016-2020. The CPD was designed to be aligned with key Government strategies, notably the EU accession
process, the SDGs, and UNICEF Strategic Plan 2014-2017. The CPD 2016-2020 is to a large extent a continuation of strategies endorsed by the previous Country Programme and the comprehensive Mid-Term Review conducted in 2013.

The overall goal of the Country Programme is to support the efforts of Serbia to promote and protect the rights of all children and to give all children equal opportunities to reach their full potential. The Programme focuses on supporting vulnerable children from the very start of life and enhancing the social welfare system’s capacity to prevent vulnerable families from falling below the poverty line. Visual representation of the Theory of Change (reconstructed during the inception phase of the ongoing Country Programme Evaluation) is available in Annex 1. UNICEF strategies for unlocking bottlenecks to the realization of child rights include advocacy, partnership, leveraging resources, capacity development, evidence generation and modeling/piloting innovative solutions.

2. OBJECT OF EVALUATION

For UNICEF country programmes of the ECA region, piloting and modelling have #underpinned UNICEF’s policy advice, serving to inform policy reforms, test innovations, and/or assess new approaches for policy implementation” #Modelling: A Core Role for UNICEF’s engagement in the CEE/CIS Region”. UNICEF, 2015.

Piloting: testing a new theory of change where inputs are varied in order to try to effect a different system change. (we do not know if it works at the beginning).

Modelling: demonstrating something that works in a new context to promote replication of an established effective practice. (we know it works and we want others to adopt).

UNICEF and the Government of Serbia have launched a significant number of models over the period of 2016-2019 in the areas of health, child protection, education and adolescent programming. Modelling efforts include but are not limited to:

Programme
Models

Child Protection
Diversion of Children from Detention Measures

Intermittent Foster Care for Children with Disabilities

Family Outreach Worker

Education
Drop-out Prevention and Intervention at the School Level

Inclusion of Child with Disabilities (CWD) in Pre-school

Access to Mainstream Education to Refugee and Migrant Children

Many of the models did not have specific theories of change developed at the onset, although most of them relate to and are part of wider sectoral theories of change. It is expected that the evaluation team reconstructs the ToCs
Item Service Description | Quantity | Unit | Unit Price | Price
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for each model and applies them in the analysis. None of the models has as yet been scaled up to national level. Brief descriptions of each of the selected models are the following:

**Diversionary Measures**

The model aimed at practical application of core principles and procedures of child friendly justice in Serbia that have already been incorporated into law, with the view to increase the use and quality of diversionary measures. In doing so, the model attempted to strengthen mechanisms to protect the best interests of children that come into conflict with the law, reduce the number of children that are exposed to prolonged judicial proceedings, reduce reoffending rates and decrease the burden placed on the judiciary by juvenile justice cases.

The model was implemented in 2015-2017 in the four largest cities in Serbia (Belgrade, Novi Sad, Kragujevac and Nis), while in 2018-2019 this was expanded to municipalities in Serbia with the highest juvenile offending rates where local authorities have expressed commitment to invest in and sustain diversionary schemes. The costs of the model implementation have not been estimated, due to the nature of the intersectoral collaboration required for the model.

**Intermittent Foster Care**

The model envisaged assessment of new approaches for policy implementation, i.e. testing the ways the already existing service (primarily designed as alternative family-based care) can be upgraded to also serve birth families with children with disabilities (as respite, prevention of burn-out, contribution to prevention of child/family separation).

The model was implemented in 2015-2016, in four large cities (Novi Sad, Belgrade, Kragujevac and Nis). The costs of the model have not been fully estimated.

**Family Outreach Worker**

The Family Outreach Service aims to improve the capacities of families to provide for a child’s safety, protection from neglect and abuse, and conditions for the good quality development of the child in a family environment. It is intended for families with children that have numerous and complex needs, where there is a risk of separation of the child or a threat that the risk shall occur, and for families that are planning for the return of the child to the family after the measure of separation from the family.

The model was launched in 2013, and supported by UNICEF till 2018 in four large cities (Novi Sad, Belgrade, Kragujevac and Nis). The costs of the model have been estimated.

**Drop-out Prevention and Intervention at the School Level**

The main aim and intention of the model was to establish a system for timely identification of and effective support for children and adolescents at risk of dropping out of school through implementation of school and community-based measures.

The model was implemented in 2016-2018, in 4 primary and 6 secondary vocational schools in 7 municipalities in Serbia (Vrbas, Kraljevo, Kragujevac, Pancevo, Bela Palanka, Surdulica, Vladicin Han). The costs of the model have been estimated.

**Inclusion of Child with Disabilities (CWD) in Pre-school System**

The model aimed at introducing children with disabilities into joint activities with children in mainstream groups. The changes this model initiated are related to desegregation of segregated learning environments for young children.
and development of the shifting role of defectologists to serve as expert support to preschool teachers working with all children in preschool institutions in inclusive mainstream environments.

The model was implemented from 2016 till end 2018, in 3 preschool institutions in 3 municipalities. There is no estimated amount of resources spent on the model.

Supporting Access to Mainstream Education to Refugee and Migrant Children

The model was implemented in 2016-2018 and supported the access of migrant and refugee children to mainstream education. In doing so, bottlenecks and barriers to inclusive education were identified and addressed hence supporting the overall education sector reform process to promote inclusive and multicultural education. The model looked innovatively at refugee and migrant enrolment differently from the standard practice occurring in traditional refugee settings due to the ‘transitory’ nature of their displacement and the fact that migrants and refugees will likely not go back to their country of origin. Secondly, the model focused on competence building rather than on knowledge sharing.

The model was initially piloted in a few municipalities and soon scaled up at a national level. Whereas UNICEF’s budget for supporting access to mainstream education to refugee and migrant children can be estimated from 500,000 to 800,000 USD from 2016 until April 2019, it is challenging to define the amount spent on the model.

The above describes some of the different areas in which UNICEF (in partnership with Government) has used a modelling approach. The main object of the evaluation is not, however, the substantive areas listed above but the use of modelling as a strategy towards scaled up national programmes and investments for Serbia’s most vulnerable children.

The Theory of Change for modelling, as inferred from the 10 sina qua non, can roughly be summarised as follows: An innovative approach, with a clear theory of change on how the approach will contribute to child well-being and reduce equity gaps, which involves key stakeholders from the beginning and has a strong evidence generation focus (baselines, rigorous monitoring and evaluation, public sector costing, etc.), if shown to be effective, will be adopted by Government as policy and its roll-out and scale up will ensure coverage of the entire target population of children.

3. STAKEHOLDERS TO THE EVALUATION

The evaluation will be used by a range of primary and secondary stakeholders. The primary stakeholders are UNICEF in Serbia and the Government of Serbia (including relevant line ministries and state bodies). Main government entities in the implementation of the selected models include, among others: Ministry of Education, Science and Technological Development; Ministry of Labour, Employment, Veteran and Social Affairs; Ministry of Justice; Republic Institute for Social Protection; local self-government units.

Secondary stakeholders are the right holders and duty bearers that benefit from the models and interventions. The rights holders include women and men, girls and boys, including children with disabilities, Roma, refugees and migrants. Following the principle of participatory evaluation, consultations with rights holders will be held.

UNICEF CO professionals at every level responsible for all strategic, design, implementation, coordination, and monitoring-evaluation-learning aspects of programmes are to be involved in the evaluation, to advance organizational learning on good practices in modelling.

UNICEF Regional Office is interested to test the theory behind the organizations modelling work (see Annex 2), and their potential revision and/or further use.

The intended uses of evaluation are the following:
Item | Service Description | Quantity | Unit | Unit Price | Price
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-Learning and improved decision-making (including through identification of lessons learned and good practices in modelling);  
-Inform scale up measures of existing models by Government but also potentially through public-private partnerships;  
-Lessons learned and good practices for national, regional and other stakeholders already implementing or interested in applying modelling.

Purpose of the assignment:
The demand for the evaluation comes from UNICEF Serbia management, who are exploring different strategic options with respect to a new Country Cooperation Programme 2021-2025, and in response to a recent independent Country Programme Evaluation, which observed that while some of the innovative models brought excellent results in experimental settings, their replication and scalability were threatened by systemic limitations and lack of a full understanding of the how modelling informs policy making, public finance and Government programme decision-making processes.

The purpose of the evaluation is in obtaining primarily formative (forward-looking), to support UNICEF CO and stakeholders’ strategic learning and decision-making with regard to implementation of these and other models in the next programme cycle, as well as the CO’s overall approach to modelling,

Objectives of the assignment

The main objectives of the evaluation are the following:

1. Using a sample of current modelling efforts, evaluate and assess the extent to which selected models have been designed in accordance with the 10 preconditions for successful modelling (see Annex 2);  
2. Assess and identify implementation challenges that hindered or supported scale-up of the models;  
3. As compared to alternative strategies, assess the extent to which modelling was the most efficient way of achieving the desired results (scaled up national programmes for the most vulnerable);  
4. Looking forward, assess the factors that may facilitate or further impede scale up in the context specific to Serbia’s Government systems and structures (particularly in the areas of governance and financing) in the next programme cycle (2021-2025);  
5. Make recommendations that will help the Serbia CO optimize modelling as a strategy in its next country programme;  
6. Make specific recommendations that will help UNICEF optimize, replicate or scale up the sampled models where feasible.  
7. Based on the findings from 1-5 above, assess the sufficiency of the 10 pre-conditions as a framework for guiding UNICEF’s modelling efforts at country level.

Scope

In programmatic and operational terms, the evaluation will cover UNICEF’s implementation of selected models during the period of 2016 - August 2019, beginning from concept stage till scale up (where applicable) potentially also including models that are in an inception phase and that may be taken to scale.

Due to varying geographical coverage of the models, the inception phase will be used for determining the geographical sites and models that would best suit the evaluation objectives.

Evaluation Questions

The country programme evaluation 2019 indicated that UNICEF models were relevant and yielded results (effectiveness and impact) when implemented under ideal conditions. Thus the evaluation of modelling will focus
more on the processes associated with modelling, consideration of assumptions, and efficiency, cost effectiveness and sustainability issues. In addition, the evaluation will incorporate equity, gender equality and human rights considerations throughout all criteria and stages. Key evaluation questions (and sub-questions) are clustered in accordance with the evaluation criteria provided. The initial overarching and detailed lists (below) of questions will be further refined and unfolded by the evaluation team and included in the Inception Report, following desk review of key documents.

The main question that the evaluation should answer is: To what extent has the design and implementation of models led to national scale-up? If not scaled up, what are the main opportunities and impediments?

In addition to the above, the evaluation will also answer a more theoretical question on the theory of change behind UNICEF’s modelling: #Is the ‘sine qua non’ a useful and sufficient framework for guiding UNICEF’s modelling efforts?#

**Efficiency:**
- a. Are the models a cost-effective way of achieving results at scale?
- b. Would the scale-up of models bring efficiency gains to existing governance systems?
- c. How can the efficiency of models and modelling be further improved?
- d. Is modelling an efficient strategy for achieving the intended results of a country programme?

**Sustainability:**
- a. To what extent do stakeholders support the long-term objectives of the models?
- b. Are there any risks, including political (such as commitment of and ownership of results by authorities), governance (e.g. inability of the system to absorb changes or incompatibility of governance structures and models) and financial, which jeopardize the sustainability of the models?
- c. Are there any identified funding sources that could introduce new opportunities (e.g. IFIs, public-private partnerships) in order to take the models to scale?
- d. To what extent do mechanisms, procedures and policies exist to allow duty bearers to carry forward the results achieved?
- e. What could be done to strengthen exit strategies and sustainability?

**Scalability:**
- a. Were the model/s designed with scale in mind, from the start?
- b. Are the model/s adapted to Government systems and/or able to use existing infrastructure and resources?
- c. Are the model/s demand-driven?
- d. Is there proof of use/replication # if so by who and with what adaptations (if any)?
- e. Have the model/s the ability and/or likelihood to expand from a limited scale to a larger reach, adapt and sustain over time for greater impact?
- f. Are there bottlenecks that might limit the ability of the model/s to scale? Are there possible solutions identified to address those identified bottlenecks?
- g. Do the model/s address problems common enough to be relevant in other locations or contexts?
- h. In the event of scale-up, what would be the minimum requirements for preserving the fidelity of each model?

**Work Assignments and Deliverables**
The evaluators are expected to produce the following key deliverables (please also refer to the table below):
1. Inception report (in English) of maximum 20 pages, excluding annexes, should contain a detailed plan for evaluation, including data collection and analysis methodology and tools, an evaluation matrix (as the main analytical framework against which data will be gathered and analysed and is shaped around the evaluation questions, to be developed by the evaluation team leader and agreed by the evaluation manager prior to the start of field work as part of the inception report). The report will also contain a tentative outline of the final evaluation report, quality assurance arrangements, identification and analysis of and measures taken to address risks and
proposed communication and dissemination plan. Once the inception report is reviewed and the methodology is agreed with UNICEF, the process of data collection will begin.

2. Final evaluation report (in English) of maximum 40 pages, excluding the executive summary and the annexes, will be reviewed by UNICEF, ERG, and other stakeholders, and finalized in consultation with UNICEF.

3. Detailed financial projections and timelines for selected models’ scale-up, taking into account fluctuations in funding availability and both public and private funding opportunities (as part of the final evaluation report).

4. Power point presentation (in English) summarizing the content of the final report, projections and timelines (see deliverable #3).

5. A short recorded interview with the team leader

Other interim products may include:

- Minutes of key meetings with the evaluation manager and the ERG;
- Video and photo materials to be collected during the evaluation to enrich presentations and the report; and
- Bi-weekly reports to the evaluation manager to track progress in the implementation of the evaluation.

Reports will be prepared according to the UNICEF Style Guide and UNICEF Brand Toolkit (to be shared with the winning applicants), UNICEF-Adapted UNEG Evaluation Report Standards (2017) and GEROS Quality Assessment System. Available at http://www.unicef.org/evaldatabase/files/UNICEF_Eval_Report_Standards.pdf All deliverables must be in professional level standard English and must be proofread by a native English speaker.

The first draft of the final report will be received by the evaluation manager who will work with the evaluators on necessary revisions in consultation with the country and regional teams before sending the report to the ERG for comments. The evaluation manager will consolidate all comments on a response matrix and request the evaluation team to indicate actions taken against each comment in the production of the second draft final and final reports. Products are expected to conform to the stipulated number of pages where that applies. The products of the evaluation will be disseminated per the Advocacy and Dissemination Plan developed at the onset of the evaluation and be made available to a wider-public on UNICEF web-site and unicef.org.

Reporting Requirements:

The evaluation will be managed by the Child Rights Monitoring and Evaluation Specialist who will be responsible for the day-to-day oversight and management of the evaluation and for the management of the evaluation budget. The evaluation manager will ensure the quality and independence of the evaluation and guarantee its alignment with UNEG Norms and Standards and Ethical Guidelines and other relevant procedures, provide quality assurance on the relevance of the evaluation findings and conclusions, and the implement ability of recommendations, and contribute to the dissemination of the evaluation findings and follow-up on the management response. The evaluation manager will work in collaboration with relevant Sections of UNICEF CO. Additional quality assurance will be provided by Regional Evaluation Adviser and Regional Research and Evaluation Specialist. The Final Report will need to be rated as satisfactory by UNICEF’s external quality assurance facility and will be approved by UNICEF Representative in Serbia.

Evaluation reference group:

As per the UNICEF evaluation policy an Evaluation Reference Group will be established to act as an advisory and provide inputs on all main evaluation deliverables. the ERG is expected to provide feedback during the evaluation process and on the deliverables; comment on the evaluation approach and methods and facilitate access to data and information. Representatives of the evaluation reference group will participate in elaboration of recommendations through active contribution during debriefing meetings and by providing feedback to the draft inception and final reports.

Structure of evaluation report
The Final Report must be compliant with UNICEF evaluation report standards and shall include the following:
- Title page and opening pages
- Executive summary (4-6 page stand alone document, concise and well-formulated)
- Description of the object of the evaluation
- Rationale and purpose of the evaluation
- Evaluation scope, objectives and key questions
- The evaluation design and methodology
- The stakeholders’ participation
- Ethical issues
- Findings
- Constraints
- Conclusions
- Recommendations
- Lessons learned
- Annexes

The evaluation report will be assessed and rated against an assessment tool to made available to the winning applicants.

Methodology:
The evaluation will involve duty bearers and stakeholders in all stages, in accordance with a highly participatory approach. To the extent possible, the evaluation may include rights holders who are end users of results produced by models.

A preliminary evaluability self-assessment revealed availability of CO progress and annual reports and a number of evaluations/studies related to the models. Data provided by national sources (e.g. Statistical Office) and through UNICEF onsite observations is deemed reliable.

The following sources of information have been identified, whereas more detailed and specific materials will be provided starting from the evaluation inception phase.

UNICEF/ external documents:
- UNICEF CO in Serbia Key Performance Indicators (KPIs) 2016 - 2019;
- CO Annual Reports 2016-2018;
- CO Annual Management Plans (2016-2019);
- UNICEF donor reports;
- UNICEF implementing partners’ reports;
- CO communication and advocacy materials;
- External evaluation of the model on Drop-out prevention and intervention at the school level;
- Study on Piloting Outreach Service and Evaluation of Service Provision Outcomes, Republic Institute for Social Protection (2018);
- External Evaluation on Supporting Families with Children with Disability # Evaluating the Impact on Family and Child Wellbeing, University of Belgrade (2017)
- Law on Planning System
- Law on Foundations of the Education System
- Law on Social Protection
- Law on Juvenile Criminal Offenders.

A more in-depth evaluability assessment will be conducted by the evaluation team at the inception phase to further inform evaluation methodology. A specific methodology will be developed by the evaluation team and may include desk review/analysis, key informant interviews, observations and field visits.

It is expected that the evaluation will employ a theory-based approach (by using the ToCs reconstructed at the inception phase) and apply mixed methods, drawing on key background documents, monitoring framework, and primary data that should be generated through key informant interviews (KII's).

All key documents, as noted above, together with a contact list of all relevant informants will be provided to the evaluators once a contractual agreement has been made.

At a minimum, the evaluation will draw on the following methods:
- Desk review of background documents and other relevant data, including annual planning documents, monitoring reports, and other documents judged relevant;
- Literature search and review, and analysis of secondary quantitative data, review of material on the environment in which UNICEF operates, and recent plans and strategies;
- Key informant interviews with Government, UNICEF CO and Regional Office, donors, implementation partners, communities, and other stakeholders;
- Observations and field visits for direct exposure to the implementation of the models, collection of beneficiaries’ and partners’ feedback and evidence needed to respond to some evaluation questions.

Sampling of key informant interviews and field sites will be determined during the inception phase, in consultation with UNICEF.

During the field mission phase, the team will be expected to visit selected sites and conduct primary data gathering. Sites will be selected during the inception phase based on criteria developed by the evaluation team in collaborating with UNICEF and other partners. The selection criteria may include the following operational and contextual factors: a) Scale and type of models; b) situation of children to whom support is provided; c) extent to which UNICEF has successfully achieved expected results through model implementation. If children and/or vulnerable groups are to be interviewed, an ethical review of the interview protocol will be required.

The evaluation team is expected to present the theoretical framework against which the scale-up pathways will be considered.

There are several limitations to the evaluation which can hinder the process, notably:

- Scale-up analysis is likely to require an assessment of political will and alignment with budget processes. It is likely that there will be limitations to the information that can be collected in this regard. As a mitigation measure, UNICEF would need to leverage its contacts and partnerships, although it would not be able to control the availability of
information.

-Interviews with stakeholders will depend on their availability. Due to a considerable number of response sites, it will not be feasible to visit all of them. Evaluation sampling plan will explore mitigation of these and other related potential limitations.

The evaluation should include the following steps:

Step 1: Desk review of relevant background documents and literature search. The evaluators will review key background documents to understand the models and carry out literature search of secondary data to understand the context in which they operate.

Step 2: Inception Mission. Upon the desk review, an inception mission to Serbia will be organized for the evaluation team. The inception mission will aim to introduce the evaluation to the team in the office as well as to important stakeholders, including members of the Evaluation Reference Group with the objective to establish a common vision for the evaluation.

Step 3: Preparation of Inception Report (IR) that includes in-depth evaluability assessment that should, among other, specifically propose the evaluation methodology, tools and protocols. The methodology should be prepared to cover all the intended objectives of the evaluation. The evaluation methodology design will be finalized in agreement with the Reference Group (see below), UNICEF and the Inception Report should be prepared based on the Evaluation Norms and Standards of UNEG and submitted to the evaluation manager for approval.

Step 4: Data collection. The application of mixed-methods (qualitative and quantitative) is expected, which should be human-, and including child rights - based, and equity- and gender sensitive, as noted above. The evaluators will seek to collect, use and report disaggregated data wherever possible, and conduct interviews in a manner that encourages active and equal participation of rights holders vis-à-vis duty bearers, among other.

Step 5: Data analysis. Collected data should be analyzed by using relevant analysis methods that should be clearly described in the inception report. All reported data will be disaggregated wherever possible and gender overview of interviewed persons will be provided.

Step 6: Sharing preliminary findings. The evaluators will share preliminary findings with the Reference Group and UNICEF CO. While feedback will be taken into consideration and incorporated into the draft report, the consultants are encouraged to guard against validity threats, such as personal bias.

Step 7: Draft report. The consultants will prepare a draft report, with conclusions, lessons learned and recommendations drawn from the data. The report structure should follow UNICEF’s evaluation report guidance. Draft report should contain detailed financial projections and timelines for each selected model’s scale-up, taking into account fluctuations in funding availability.

Step 8: Finalization of the evaluation report. The consultants will present the final draft evaluation conclusions and recommendations to the Reference Group, UNICEF and other key stakeholders, using a Power Point Presentation and/or other methodologies for presenting in a participatory manner and in an accessible language form, if needed. Recommendations of the evaluation should also be presented, prioritized, and grouped according to stakeholder groups. Comments and feedback on findings and recommendations should be incorporated to finalize the report, as appropriate.

Good practices not covered therein are also to be followed. Any sensitive issues or concerns should be raised with the evaluation manager (CRM/E Specialist in the CO) as soon as they are identified.

A quality assurance (QA) review in line with UNICEF Standard Operating Procedures (SOPs) for Research Studies and Evaluations (RSEs) will be applied to both Inception Report and Final Draft Report. The QA is performed by the Country Office, using an external review facility.

Ethical guidance to evaluation

Special measures will be put in place to ensure that the evaluation process is ethical and that the participants in the evaluation process can openly express their opinion. The sources of information will be protected, and known only to the evaluators. The evaluation team will ensure that the evaluation process is in line with UNEG ethical guidelines, i.e. ensuring ethical conduct in data generation will be imperative.
Specific attention should be paid to issues specifically relating to:
- harm and benefits;
- informed consent;
- privacy and confidentiality; and
- conflict of interest of the evaluation informants.

Consequently, the consultants have to ensure that it is clear to all subjects that their participation in the evaluation is voluntary. All participants should be informed or advised of the context and purpose of the evaluation, as well as the privacy and confidentiality of the discussions.

Timing/duration of contract:
A tentative timeframe for the evaluation is presented below.

DATES (tentative)
TASKS AND DELIVERABLES
RESPONSIBLE STAFF

October 2019
ToR finalization; compilation of document database; advocacy and dissemination plan.
Tendering for the evaluation
Evaluation Manager

November-December (evaluation team contracted)
Background reading and desk review
Evaluation Team with support by Evaluation Manager

Inception mission plan, including data collection tools; Outline of Inception Report
Evaluation Team;
Evaluation Manager to assist inception phase

December
Inception mission to Serbia, including meetings with stakeholders and Reference Group;
Evaluation team leader;
Evaluation Manager and CO to assist with inception mission preparations

31 December
Submission of draft Inception report
Evaluation Team

January 2020
Review and comment on draft Inception report;
Submission of final Inception Report;
Ethical review (if any)
Evaluation Manager; Reference Group;
Evaluation Team

February
Data collection mission to Serbia and debriefing;
<table>
<thead>
<tr>
<th>Item Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Price</th>
</tr>
</thead>
</table>

Evaluation Team;
Evaluation Manager and CO to assist with field mission

15 March
Data analysis and Draft Evaluation report submission
Evaluation Team

March-April
Review and comment on the draft Evaluation report
Evaluation Manager;

May
Comments addressed; Finalization of Evaluation Report and Evaluation Briefs
Evaluation Team

June
Management response preparation; dissemination
CO Senior Management; Evaluation Manager

The evaluation team may propose a realistic timeline for the implementation of tasks and deliverables.

Terms of payment:
The request for services under the evaluation contract will require prospective companies to indicate their financial offer for the services to be provided (inclusive of fees (travel and accommodation costs, where relevant). As part of the selection process, the office will select the company that quotes the lowest fee from the list of prospective companies who are deemed suitable for achieving all the tasks on time and as per the criteria and deliverables stipulated in the terms of reference.

The fee may be reduced if the assignments/deliverables are not fulfilled to the required standard. In a case of serious dissatisfaction with the company’s performance the contract may be terminated in line with UNICEF procedures and as spelled out in the contract.

All payment terms will be indicated in the institutional contract upon selection of the successful company:
- Approved Inception Report: 25% of the contractual amount;
- Approved initial evaluation findings report: 30% of the contractual amount;
- Approved final report, final presentation and other materials: 45%.

All applications will be treated with strict confidentiality. UNICEF is an equal opportunity employer.

Nature of Penalty Clause in Contract

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 (fees reduced due to late submission: 20 days - 10%; 1 month -20%; 2 months -30%; more 2 months # payment withhold). All materials developed will remain the copyright of UNICEF and UNICEF will be free to adapt and modify them in the future.

The bidders are requested to provide an all-inclusive cost in the financial proposal. In all cost implications bidders should factor the cost of the required service/assignment. Estimated cost for travel should be included in the financial proposal. Travel cost shall be calculated based on economy class travel, regardless of the length of travel. Costs for accommodation, meals and incidentals shall not exceed applicable daily subsistence allowance (DSA).
rates, as promulgated by the International Civil Service Commission (ICSC). Unexpected travels shall also be treated as above.

Qualifications/specialized knowledge/experience required to complete the task:
Team Composition and Qualifications
The evaluation will be carried out by a team of 3 consultants (including the Team Leader and at least one national of Serbia), all to be recruited by an institutional contractor, who should have substantive expertise in leading and conducting evaluations and should not have any conflict of interest with respect to UNICEF.

The evaluation team will have combined knowledge and expertise in the following areas:
-Operational research approaches
-Governance;
-Social Policy and Public finance;
-Child rights, gender equality, human rights.

Companies responding to the RFP should plan to hire interpreters and consultants for support in interpretation, organization of the in-country agenda, and interpretation of findings from a country-specific stand point if needed.

As a general guide, the level of effort and duration of the evaluation suggest that the Team Leader should be allocated a total of 50 days and all team members should be allocated up to 30 days (depending on the distribution of work and missions across the team).

The evaluation will have to be conducted by a gender-balanced team covering the below requirements:
#Team-leader with documented extensive experience (at least 8 full years) in conducting development evaluations (having conducted evaluations for UNICEF is an asset, having evaluations positively rated by UNICEF’s quality assurance system is an additional asset);
#At least two team members with proven expertise in one or more of the following areas: governance, public finance, cost analysis in social areas;
#At least one team member with proven extensive experience in quantitative and qualitative data collection and analysis;
#All team members with experience of working in middle income countries (experience in Western Balkans is an asset);
#At least one team member with solid knowledge on child rights, HRBA and gender equality;
#Excellent report writing skills in English;
#Good communication skills
#Fluency in English, fluency in Serbian is an asset.

The consultants must remain in strict adherence with UNEG Ethical Guidelines and Code of Conduct.

Roles and Responsibilities

Roles and responsibilities for the evaluation team leader and team members:

The team leader will be responsible for managing and leading the evaluation team, designing the evaluation methodology, developing tools, data collection, analyzing data, conducting debriefing sessions and recommendations workshop, drafting the inception and the final reports with recommendations, guiding other team members, and presenting the final report.

Specific tasks for the team leader include the following:
-guide the desk review including all relevant programme and project documents and reports, previous studies and research and evaluations;
-develop and provide methodological guidance for the team with regard to the tool development and define overall
direction for data analysis and quality assurance;
- provide guidance on the preparation of evaluation deliverables;
- manage the evaluation workplan;
- maintain coordination and communication with the other team members and UNICEF staff involved in the evaluation;
- review all relevant to the evaluation documents;
- lead the planning and conduct analysis and discussion on the evaluation questions and issues common to the team and the process;
- undertake the data gathering mission and present the evaluation findings to CO, ERG and the evaluation manager;

Common tasks and duties for all team members:
- all team members are requested to familiarize themselves with UNICEF global normative products in the substantive areas for which they are responsible. these are available on www.unicef.org;
- all team members will contribute to the evaluation deliverables #inception report, final report and power point presentation;
- all team members should participate in the field mission;
- the national team member will support the team leader in evaluation design, data collection and analysis, debriefing sessions and recommendations workshop, and drafting parts of inception and final reports, and translation of documents from serbian to english and vice versa, where needed.

Role of UNICEF Serbia country office:
The evaluation manager is responsible for:
- Endorsing the ToRs;
- Establishing and updating the electronic library of documents for the evaluation;
- Collecting and summarizing all feedback received throughout the main stages of the evaluation;
- Conducting the Quality assurance as per the Standard Operating Procedures (SOPs) for Research, Studies and Evaluations (RSEs);
- Ensuring Ethical standards and requirements are fully met as per UNICEF Evaluation Policy and SOPs for RSEs;
- Supporting participation of stakeholders throughout the evaluation process;
- Establishment of the Evaluation Reference Group (ERG) and arrangement of its meetings;
- Ensure ERG members and other key stakeholders are consulted and comment on the evaluation main deliverables;
- Engaging Communications colleagues in the development of Advocacy and Dissemination plan for the uptake of evaluation findings;
- Support the development of management response for the evaluation.

Roles and Responsibilities of Sections of UNICEF CO:
- Provide access to information, data and evidence on UNICEF models;
- Identify and facilitate the access of the evaluation team to key stakeholders;
- Support development of management response;
- Promote use of evaluation findings.

Selection criteria:
Interested companies are requested to submit their technical and financial proposals by 23 October 2019.

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

The evaluation panel will first evaluate each response for compliance with the requirements of the request for proposal (RFP) procedure of UNICEF. Responses deemed not to meet all of the mandatory requirements will be
considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFP, including provision of all required information, may result in a response or proposal being disqualified from further consideration.

The overall weighting between technical and price evaluation will be as follows: The technical component will account for 70% of the total points allocated and the financial component will account for 30% of the total points allocated.

The assessed technical score must be equal to or exceed 40 of the total 70 points allocated to the technical evaluation in order to be considered technically compliant and for consideration in the financial evaluation.

Technical evaluation
Points
1. Overall Response e.g. the understanding of the assignment by the proposer and the alignment of the proposal submitted with the ToR
   10 points
   1.1 Completeness of response
   5 points
   1.2 Overall concord between RFP requirement and proposal
   5 points
2. Company and personnel
   25 points
   2.1 Range and depth of organizational experience with similar projects
   4 points
   2.2 Samples of previous work
   3 points
   2.3 Number of customers, size of projects, number of staff per project
   3 points
   2.4 Client references
   7 points
   2.5 Key personnel: relevant experience and qualifications of the proposed team for the assignment
   8 points
3. Proposed Methodology and Approach e.g. Work plan showing detail sampling methods, project implementation plan in line with the project
   35 points
   3.1 Proposed work plan and approach of implementation of the tasks as per the ToR
   15 points
   3.2 Implementation strategies, monitoring and evaluation, quality control mechanism
   10 points
### Annex 1

**Country Programme 2016-2020**

Theory of Change (reconstructed)

### Annex 2

**Designing a Model: the 10 ‘Sine-Qua-Non’(a)**

Reviewed at the January 2014 Deputy Representatives Meeting

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**Start with a Theory of Change for the Programme Area Relevant to the Model**

- The Model should directly link to a Theory of Change (ToC), covering national impact
- Then specify for the Model, (in addition to usual SitAn, strategies, activities, RBM):
  1. An equity-based hypothesis (H) to describe the pathways from Model to above ToC
  2. Expected equity-based Overall Results formulated as Child Rights Realisation and which meet international HR standards, technical protocols and guidance
  3. Baseline as a basis for (H) above, including equity-increasing impact indicators
  4. Set Sustainability/Exit Strategy and Termination date agreed with partners
  5. Monitoring mechanisms, including for process indicators, adequately funded
  6. Impact Equity Based Evaluation clearly scheduled, budgeted for, partner-led, which assesses if the Model meets HR standards and closed equity gaps, within the model.
  7. CBA(a)/BIA(b) and estimated Resource (human, financial, organisational) for scaling up
  8. Clear dates and budget to document the practice(d), based on 5-7 above
  9. Strategies and budget to disseminate results (communication, advocacy)
  10. Total Budget for the model, including funding all of 1-9 above.

(a) SINE QUA NON = a necessary condition without which something is not possible
(b) CBA = Cost-Benefit Analysis = systematic process for calculating and comparing benefits and costs of a project, decision or public policy
(c) BIA = Beneficiary Incidence Analysis = to measure the distributional incidence of benefits for different groups, e.g. HHs at different income levels
(d) Practice ratings = to be classified (e.g. Best, Promising, Emerging)
SPECIAL NOTES

SPECIAL INSTRUCTIONS

1) OFFERS

SEALED OFFERS MUST BE RECEIVED NOT LATER THAN 14:00, BY THE 23 October 2019 at the following address:

United Nations Children's Fund (UNICEF)
Svetozara Markovica 58, 11000 Belgrade, Serbia

OR

ALTERNATIVLY VIA E-MAIL bidding documentation consisting of technical (A) and financial proposal (B) to be sent to the following e-mail address: belgrade@unicef.org

2) Qualified companies are encouraged to submit their Expression of Interest no later than 19 October 2019 to nmarkovic@unicef.org

3) Technical Evaluation Criteria (first envelope) max 70
Technical evaluation (first envelope) or one separate e-mail - attachment password protected with the reference RFP-2019- Evaluation of Models for Scale-up Potential in Serbia:

Technical evaluation (max 70 points) will be based on:

<table>
<thead>
<tr>
<th>Technical evaluation</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Overall Response e.g. the understanding of the assignment by the proposer and the alignment of the proposal submitted with the ToR</td>
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</tr>
<tr>
<td>1.1. Completeness of response</td>
<td>5 points</td>
</tr>
<tr>
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</tr>
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</tr>
<tr>
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<td>10 points</td>
</tr>
<tr>
<td>3.3 Technologies used - compatibility with UNICEF</td>
<td>5 points</td>
</tr>
<tr>
<td>3.4 Innovative approach</td>
<td>5 points</td>
</tr>
</tbody>
</table>

Only proposals which receive a minimum of [40] points will be considered further.

4) Price Proposal (second envelope) max 30 points
or one separate e-mail - attachment password protected

5) Passwords for the protected attachments should be sent in separate e-mail to the following e-mail address: mgavric@unicef.org
6) Proposal form RFP must be used when replying to this invitation. The reference RFP-2019-
Evaluation of Models for Scale-up Potential in Serbia must be indicated in the subject of the
e-mails as indicated above.

7) Supplier Profile form (document attached) to be completed and submitted to UNICEF.
Requested information is for UNICEF’s internal use only and will be treated as confidential.

8) Failure to bid in accordance with the requested terms, may result in automatic invalidation of
your offer.

9) Any request for additional information or clarification regarding this RFP must be forwarded in
writing to the attention of Natasa Markovic on e-mail: nmarkovic@unicef.org, with specific
reference to this RFP.
INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

1.4 Proposers should note that Proposals received in the following manner will be invalidated:
   a) with incorrect (as applicable) postal address, email address or fax number;
   b) received after the stipulated closing time and date;
   c) failure to quote in the currency(ies) stated in the RFP(S);
   d) in a different form than prescribed in the RFP(S).

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

   NO PRICE INFORMATION SHOULD BE CONTAINED IN
   THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

   * Outer sealed envelope:
     Name of company
     [RFP(S) NO.]
     [NAME OF UNIT & UNICEF OFFICE ADDRESS]
   * Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number - technical proposal
   * Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFP(S) number - price proposal

   No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

   No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF PROPOSALS

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

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

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

3. UNGM REGISTRATION

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

4. AWARD NOTIFICATION
4.1 UNICEF reserves the right to make a public notification of the outcome on an RFP(S) advising product/service, awarded supplier and total value of award.
GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website.

1. In these General Terms and Conditions of Contract, (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 primarily identified as confidential in writing when furnished in intangible form or disclosed orally, and includes information, the confidential or proprietary nature of which, is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

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

"Contractor" means the contractor named in the Contract.

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

"Disabling Code" means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unauthorised 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.

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

"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.

"UNICEF Supply Website" means UNICEF's public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, and may be updated from time to time.

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

Provision of Services and Deliverables

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

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

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

2.4 The Contractor will not seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Contractor) in connection with the provision of the Services or delivery and development of the Deliverables.

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

Non-conforming Services and Consequences of Delay

2.6 If the Contractor determines that it is 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), on reasonably so requested by UNICEF.

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

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

(a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);

(b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance;

(c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;

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

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

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

Contractor's Personnel and Sub-Contractors

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

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

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

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

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

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

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

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

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

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

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

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

3. Fee; Invoicing; Tax Exemption; Payment Terms

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

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

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

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

3.5 UNICEF will pay the uncontested amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 5.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments
ANNEX A
GENERAL TERMS AND CONDITIONS

4. Representations and Warranties; Indemnification; Insurance

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the 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 has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trade mark, patent, or other intellectual property rights in any material relating to UNICEF's rights and interests with regard to, the Contractor's performance.

4.2 The Contractor further represents and warrants, as of the effective date and throughout the term of the Contract, that it has not and will not enter into any agreement or arrangement that (a) would impair its ability to perform the Contract or provide the Services and Deliverables; (b) would in any way violate any applicable law, rule, regulation or order; (c) would be inconsistent with the performance of the Contract; and (d) would be inconsistent with the performance of the Contract.

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, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

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

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

4.6 The Contractor will comply with the following insurance requirements:

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

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

(iii) All applicable 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.

4.7 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.

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

4.9 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.

4.10 The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.

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

5. Representation and Warranties; Indemnification; Insurance

5.1 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 Services and Deliverables (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in a same industry; (c) with priority equal to that given to the same or similar services for the Contractor's other clients; and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

5.2 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.
5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfill its obligations under this Article 5; provided that any such policies and description provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disability Code, and that UNICEF will not otherwise receive from the Contractor any Disability Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disability Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disability Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disability Codes; and (c) as needed, re-implement the Services.

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GENERAL TERMS AND CONDITIONS

5.1 Unless otherwise expressly provided for in the Contract:

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

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

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

Confidentiality

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

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

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known 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 legal or judicial law enforcement process, before any such disclosure is made, the Contractor (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Contractor's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Contractor may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior written authorization of UNICEF, nor will the Contractor at any time use such information to private advantage.

Data Protection and Security

5.5 The Parties agree that, as between them, all UNICEF Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNICEF Data, will be the exclusive property of UNICEF, and the Contractor has a limited, nonexclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNICEF Data or its content.

5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.
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Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:

(a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or

(b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or

(c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in limbo of bankruptcy or receivership or (vi) has become, in UNICEF’s reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF’s mandate applicable to the performance of the Contract or UNICEF’s funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) days’ written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Contractor will take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimise losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-process related specifically to the Contract. If UNICEF obtains the assistance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF’s Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

6.6 If the Contract is terminated by either Party no payment will be due from UNICEF to the Contractor except for Services and Deliverables provided to UNICEF’s satisfaction in accordance with the Contract, but only if such Services and Deliverables were required or requested before the Contractor’s receipt of the notice of termination or, in the case of termination by the Contractor, the effective date of such termination. The Contractor will have no claim for any further payment beyond payments in accordance with this Article 6.6, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Contractor’s default (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

6.7 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.

Force Majeure

6.8 If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party, (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into, (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability, or (d) any event resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF’s humanitarian, emergency, or similar response operations.

7. Ethical Standards

7.1 Without limiting the generality of Article 2 above, the Contractor will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.2 (a) The Contractor represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Contractor, or will be offered by or on behalf of the Contractor, any direct or indirect benefit in connection with the Contract, including the award of the Contract to the Contractor. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

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

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

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

(c) The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contracts by the Contractor), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

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

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

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

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

7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitative or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will
10. Notices

such controversy, claim or dispute. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail) or twenty-four (24) hours after confirmation of receipt is sent from the addressee’s email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

11. Other Provisions

11.1 The Contractor acknowledges UNICEF’s commitment to transparency as outlined in UNICEF’s Information Disclosure Policy and confirms that it consents to UNICEF’s public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.

11.2 The failure of one Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute and will not be construed to be a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

11.3 The Contractor will be considered as having the legal status of an independent contractor as regards UNICEF. Nothing contained in the Contract will be construed as making the Parties principal and agent or joint venture.

11.4 The Contractor will not, without the prior written consent of UNICEF, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of the Contractor’s rights or obligations under the Contract.

11.5 No grant of time to the Contractor to cure a default under the Contract, nor any delay or failure by UNICEF to exercise any other right or remedy available to UNICEF under the Contract, will be deemed to prejudice any rights or remedies available to UNICEF under the Contract or constitute a waiver of any rights or remedies available to UNICEF under the Contract.

11.6 The Contractor will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.7 The Contractor will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Contractor and its Personnel and sub-contractors, the Contractor will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the prior written permission of UNICEF.

11.8 The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.

11.9 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Contractor will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.110 The provisions of Articles 11.14, 11.3, 11.7, 11.8, 11.9, 11.11, 11.12 and 11.17 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.\n
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9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. Notices