

INVITATION TO BID FOR SERVICES

LIBS-2021-9170642

28 October 2021

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a bid for

International consultancy End Line Survey on Youth Service Initiative and Study on skills development needs and adolescent mental health

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

THIS INVITATION TO BID FOR SERVICES HAS BEEN:

Prepared By:

Date: _____

Lala Mammadova

(To be contacted for additional information, NOT FOR SENDING BIDS)

Email : lmammadova@unicef.org

Approved By:

Date: 28.10.2021



Jeyhun Mirzayev

INVITATION TO BID FOR SERVICES FORM

This FORM must be completed, signed and returned to UNICEF. The Bid must be made in accordance with the instructions contained in this Invitation to Bid for Services (ITBS).

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this ITBS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this ITBS.

INFORMATION

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

The Undersigned, having read the Terms and Conditions of ITBS No. **LIBS-2021-9170642** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Currency of Proposal: _____

Validity of Proposal: _____

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

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____ Other _____

Other Trade Discounts: _____

SPECIAL NOTES

SPECIAL TERMS AND CONDITIONS

INVITATION TO BID FOR SERVICES

PART I # PURPOSE OF THIS INVITATION TO BID FOR SERVICES

1. Background

1.1 UNICEF promotes the rights and wellbeing of every child, in everything we do. Together with our partners, we work in 190 countries and territories to translate that commitment into practical action, focusing special effort on reaching the most vulnerable and excluded children, to the benefit of all children, everywhere.

2. Solicitation

2.1 The purpose of this Invitation to Bid for Services (#ITBS#) is to invite Bids for International consultancy End Line Survey on Youth Service Initiative and Study on skills development needs and adolescent mental health [as fully detailed in the Terms of Reference/Statement of Work attached at Annex B]

2.2 This ITBS document is comprised of the following:

. This document
. The UNICEF General Terms and Conditions of Contract (Services)
which are attached as Annex A to this document
. [The full Terms of Reference/Statement of Work attached at Annex B].

2.3 This ITBS is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights. No binding contract, including a process contract or other understanding or arrangement, will exist between the Bidder and UNICEF and nothing in or in connection with this ITBS shall give rise to any liability on the part of UNICEF unless and until a contract is signed by UNICEF and the successful Bidder.

PART II # BID SUBMISSION PROCESS

1. Bid Submission Schedule

1.1 Acknowledgement of receipt of ITBS

Bidders are requested to inform UNICEF as soon as possible by [EMAIL/LETTER] to LALA MAMMADOVA at baku_tenders@unicef.org / 24, Neftchilar Avenue, 3rd floor of Dalga Plaza that they have received this ITBS.

IMPORTANT: BIDS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE # ANY BIDS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

1.2 Questions from Bidders.

Bidders are required to submit any questions in respect of this ITBS by [EMAIL/LETTER] to LALA MAMMADOVA at baku_tenders@unicef.org / 24, Neftchilar Avenue, 3rd floor of Dalga Plaza, AZ-1095. The deadline for receipt of any questions is 02.11.2021 by 17:00.

IMPORTANT: BIDS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE # ANY BIDS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

Bidders are required to keep all questions as clear and concise as possible.

Bidders are also expected to immediately notify UNICEF in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITBS, providing full details. Bidders will not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

UNICEF will compile the questions received. UNICEF may, at its discretion, at once copy any anonymized question and its reply to all other invited Bidders and/or post these on the UNICEF website and/or respond to the question at a bid conference. After any such bid conference, a Questions and Answers document may be prepared and posted on the UNICEF website.

1.3 Amendments to ITBS documents. At any time prior to the Submission Deadline, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the ITBS documents by amendment. If the ITBS was available publicly online, amendments will also be posted publicly online. Further, all prospective Bidders that have received the ITBS documents directly from UNICEF will be notified in writing of all amendments to the ITBS documents. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, UNICEF may, at its sole discretion, extend the Submission Deadline.

[1.4 Bid conference.

A bid conference will be held on 02.11.2021 at 11:00 AM at UNICEF Azerbaijan Office located at 24, Neftchilar Avenue, 3rd floor of Dalga Plaza, AZ-1095

[1.4/1.5] Submission Deadline. The deadline for submission of Bids is as follows:

04.11.2021 at 18:00

Any Bids received by UNICEF after the Submission Deadline will be rejected.

[1.5/1.6] Bid opening.

Bids will be publicly opened at 15:00 on 05.11.2021 at UNICEF Azerbaijan Office located at 24, Neftchilar Avenue, 3rd floor of Dalga Plaza, AZ-1095.

2. Language

2.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and UNICEF, will be written in English. Supporting documents and printed literature furnished by the Bidder may be in another

language provided that they are accompanied by an appropriate translation in English. When interpreting the Bid, the translated version of these supporting documents and printed literature will prevail over the original version of these documents. The sole responsibility for translation, including the accuracy of the translation will rest with the Bidder.

3. Validity of bids; Modification and Clarifications; Withdrawal

3.1 **Validity Period.** Bidders must indicate the validity period of their Bid. Bids should be valid for a period of not less than one hundred and twenty (120) days after the Submission Deadline. A Bid valid for a shorter period of time shall not be further considered. UNICEF may request the Bidder to extend the validity period. The Bid of Bidders who decline to extend the validity of their Bid shall become disqualified as no longer valid.

3.2 **Other Changes.** All changes to a Bid must be received by UNICEF prior to the Submission Deadline. The Bidder must clearly indicate that the revised Bid is a modification and supersedes the earlier version of the Bid, or state the changes from the original Bid.

3.3 **Withdrawal of Bid.** A Bid may be withdrawn by the Bidder on e-mailed, faxed or written request received by UNICEF from the Bidder prior to Submission Deadline. Negligence on the part of the Bidder confers no right for the withdrawal of the Bid after it has been opened.

3.4 **Clarifications Requested by UNICEF.** During the evaluation of Bids, UNICEF may, in its sole discretion, seek clarifications from any Bidder in order for UNICEF to fully understand the Bidder's Bid and assist in the examination, evaluation and comparison of Bids. UNICEF may seek such clarifications through written communications or may request an interview with any Bidder. No change in the price or substance of the Bid will be sought, offered or permitted, except as required in order to allow for correction of arithmetical errors discovered by UNICEF.

3.5 **References.** UNICEF reserves the right to contact any or all references supplied by the Bidder(s) and to seek references from other sources as UNICEF deems appropriate.

4. Eligibility; Bidder Information

4.1 **Bidder.** The term #Bidder# refers to those companies that submit a Bid pursuant to this ITBS and #Bid# refers to all documents provided by the Bidder in its response to this ITBS. A Bidder will only be eligible for consideration if it complies with the representations set out in Part V of this ITBS, including the representations on ethical standards, including conflicts of interest.

4.2 Joint Venture, Consortium or Association

(a) If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, each such legal entity will confirm in their joint Bid that:

(i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Bid; and

(ii) if they are awarded the contract, the designated lead entity will enter into the contract with UNICEF, who will be acting for and on behalf of all the member entities comprising the joint venture.

(b) After the Bid has been submitted to UNICEF, the lead entity identified to represent the joint venture will not be altered without the prior written consent of UNICEF.

(c) If a joint venture's Bid is the Bid selected for award, UNICEF will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.

4.3 Bids from Government Organizations. The eligibility of Bidders that are wholly or partly owned by the Government will be subject to UNICEF's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to these ITBS documents, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

4.4 Bids from organizations where the sole proprietor is a former or retired UNICEF/UN staff member. Any organization whose sole proprietor is a former or retired staff member of UNICEF (or any other United Nations organization) which submits a Bid must disclose this previous United Nations employment at the time of submission. Any such Bid will be treated as though the Bid came from an individual for the purposes of UNICEF's standard conditions on contracting former and retired members of staff.

5. Preparation of Offer

5.1 Bidders are responsible to inform themselves in preparing their Bid. In this regard, the Bidders will ensure that they:

- Examine all terms, requirements and formal submission instructions included in the ITBS documents (including the Instructions to Bidders section);

- Review the ITBS to ensure that they have a complete copy of all documents;

- Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html;

- Review the UNICEF policies publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html. In particular, Bidders should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;

- Attend any bid conference if it is mandatory under this ITBS;

- For this ITBS Bidders should submit two offers: a) Technical and b) Financial. Financial information must not be provided in anywhere in the Technical proposal. Bidders who didn't meet this requirement will not be considered for further bidding process.

- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services. Bidders acknowledge that UNICEF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this ITBS or any other information provided to the Bidders.

5.2 Failure to meet all requirements and instructions in the ITBS documents or to provide all requested information will be at the Bidder's own risk, and may

result in rejection of the Bidder's Bid.

5.3 The Bid must be organized to follow the format of this ITBS. Each Bidder must respond to the stated requests or requirements, and indicate that the Bidder understands and confirms acceptance of UNICEF's stated requirements. The Bidder should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage is not acceptable. Any item not specifically addressed in the Bid will be deemed as accepted by the Bidder. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Bid.

5.4 All references to descriptive materials should be included in the appropriate Bid paragraph, though the material/documents themselves may be provided as annexes to the Bid.

5.5 The completed and signed Invitation to Bid for Services Form must be submitted together with the Bid. The Invitation to Bid for Services Form must be signed by a duly authorized representative of the Organization/Company.

5.6 Bids must be clearly marked with the ITBS number.

5.7 If answer sheets are provided by UNICEF then these must be completed by the Bidder.

5.8 Each Bidder acknowledges that its participation in any stage of the solicitation process for this ITBS is at its own risk and cost. The Bidder is responsible for, and UNICEF is not responsible for, the costs of preparing its Bid or response to this ITBS, attendance at any bid conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.

[5.9 The Bidder's Bid will include all of the following labelled annexes:

ANNEX A # General Terms and Conditions

ANNEX B # Non-Disclosure Agreement

6. Bid Documents; Confidentiality

6.1 This ITBS, together with all Bid documents provided by the Bidder to UNICEF will be considered the property of UNICEF and Bid documents will not be returned to the Bidders.

6.2 Information contained in the Bid documents, which the Bidder considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.

6.3 All information and documents provided to the Bidders by UNICEF (#ITBS Materials#) shall be treated as confidential by the Bidders. If the Bidder declines to respond to this ITBS, or, if the Bid is rejected or unsuccessful, the Bidder will promptly return all such ITBS Materials to UNICEF, or destroy or delete all such ITBS Materials. The Bidder shall not use the ITBS Materials for any purpose other than the purpose of preparing a Bid and shall not disclose the ITBS Materials to any third party, except: (a) with the prior written consent of UNICEF; (b) where the third party is assisting the Bidder in preparing the Bid, provided the Bidder has previously ensured that party's adherence to this duty of confidentiality; (c) if the relevant ITBS Materials are at the time of this ITBS lawfully in the possession of the Bidder through a party other than UNICEF; (d) if required by law, and provided that the Bidder has previously informed UNICEF in writing of its obligation to disclose the ITBS Materials; or (e) if the ITBS Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the ITBS Materials.

7. Multiple bids and bids from related organizations

7.1 Bidders shall not submit more than one Bid as part of this ITBS

process.

7.2 If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid then neither the lead entity nor the member entities of the joint venture may submit another Bid, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Bid.

7.3 UNICEF reserves the right to reject separate Bids submitted by two or more Bidders if the Bidders are related organizations and are found to have any of the following:

- (a) they have at least one controlling partner, director or shareholder in common; or
- (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
- (c) they have a relationship with each other, that gives one or more Bidders access to confidential information about, or influence over, the other Bid(s); or
- (d) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or
- (e) an expert proposed to be in the team of one Bidder participates in more than one Bid received for this solicitation process.

PART III #AWARD/ADJUDICATION OF BIDS

1. Award

1.1 Evaluation.

The evaluation is carried out by UNICEF in accordance with UNICEF's regulations, rules and practices and all determinations are made in UNICEF's sole discretion.

After the public opening of Bids, UNICEF will carry out the following steps in the following order:

First, UNICEF will evaluate each Bid for compliance with the mandatory requirements of this ITBS. 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 ITBS, including provision of all required information, may result in a response or Bid being disqualified from further consideration.

Second, UNICEF will evaluate Bids for compliance with the technical requirements stated in this ITBS and undertake a commercial evaluation.

UNICEF will then (subject to the various rights of UNICEF detailed in this ITBS) award the contract to the vendor(s) providing the lowest priced technically compliant Bid(s).

1.2 Partial Bids. UNICEF will not accept partial Bids

1.3 Multiple Arrangements. UNICEF reserves the right to make multiple arrangements for any service(s) where UNICEF considers it in its best interest to do so.

1.4 Award Notification. UNICEF will only notify the Bidder(s) that has/have been awarded the contract(s) resulting from this solicitation process; UNICEF may, but is not required to, notify the other Bidders of the outcome of this solicitation process.

2. General Terms And Conditions Of Contract (services)

2.1 UNICEF's General Terms and Conditions of Contract (Services) will apply to any contracts awarded in connection with this ITBS. By signing the Invitation to Bid for Services Form, each Bidder is deemed to have confirmed its acceptance of the UNICEF General Terms and Conditions (Services). The Bidder understands that if it proposes any amendments or additional terms to the UNICEF General Terms and Conditions (Services), these must be clearly detailed in the Bid and may negatively affect the evaluation of the Bid.

3. Rights of UNICEF

3.1 UNICEF reserves the following rights:

(a) to accept any Bid, in whole or in part; to reject any or all Bids; or to cancel this solicitation process in its entirety;

(b) to verify any information contained in Bidder's response (and the Bidder will provide UNICEF with its reasonable cooperation with such verification);

(c) to invalidate any Bid received from a Bidder that, in UNICEF's sole opinion has previously failed to perform satisfactorily or complete contracts on time, or UNICEF believes is not in a position to perform the contract;

(d) to invalidate any Bid that, in UNICEF's sole opinion, fails to meet the requirements and instructions stated in this ITBS;

(e) to withdraw an award to a Bidder at any time up until a contract has been signed with such Bidder. UNICEF is not required to provide any justification, but will give notice prior to any such withdrawal of award.

3.2 UNICEF is not liable to any Bidder for any costs, expense or loss incurred or suffered by such Bidder in connection with this ITBS or solicitation process, including, but not limited to, any costs, expense or loss incurred as result of UNICEF exercising any of its rights in paragraph 3.1 above.

PART IV # REQUIREMENTS

1. Price and Payment

1.1 Price. The fee for the services and deliverables will be treated as inclusive of all costs, expenses, charges or fees that the Bidder may incur in connection with the performance of the work. The Bidder is invited to offer any unconditional discounts. Further, the Bidder may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

1.2 Payment Terms. Invoices may be issued to UNICEF only after the services (or components of the services) have been provided and the deliverables (or installments of the deliverables) have been delivered (a) in accordance with the contract and (b) to UNICEF's satisfaction. The standard terms of payment are net 30 days, after receipt of invoice. Payment will be effected by bank transfer in the currency of the contract.

The Bidder will suggest a payment schedule for the contract that is

linked to clear milestones and/or deliverables identified in the Terms of Reference/Statement of Work.

1.3 Currency. (a) The currency of the Bid shall be in US Dollars. UNICEF will reject any Bids submitted in another currency.

(b) If the above paragraph (a) explicitly permits two or more specified currencies for the Bids, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

1.4 Taxes. Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNICEF as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All prices/rates quoted in the Bid must be net of any direct taxes and any other taxes and duties, unless otherwise specified in the ITBS documents.

2. Implementation

2.1 No Reliance. Except as expressly set out in the ITBS documents, 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 performance of the work. If the Bidder requires any facilities, equipment, materials, systems or licenses in order to do the work, this must be explicitly detailed in its Bid.

2.2 Sub-contractors. Bidders must identify in their Bid, any products which may be offered by themselves, but originate from another supplier and/or country. Further, bidders must identify in their Bid any planned subcontracting of services. All subcontracting arrangements will be reviewed by UNICEF as part of its evaluation of the Bid.

2.3 Experts. If so required in the Terms of Reference/Statement of Work each key expert profile requested in the Terms of Reference/Statement of Work must sign an exclusivity and availability statement. The purpose of Exclusivity and Availability Statement is as follows:

(a) The key experts proposed in the Bid must not be part of any other Bidder's Bid being submitted for this ITBS process. They must therefore engage themselves exclusively to the Bidder.

(b) Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Terms of Reference/Statement of Work and the Bid.

Having selected a Bid partly on the basis of an evaluation of the key experts presented in the Bid, UNICEF expects the contract to be executed by these specific experts. As the expected date of mobilization is given in the ITBS, UNICEF will only consider substitutions after the deadline for the submission of offers in cases of unexpected delays in the commencement date beyond the control of the Bidder, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the Bid. The desire of a Bidder to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

2.4 Joint Ventures. The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of this ITBS both in the Bid and the Joint Venture Agreement. All entities that comprise the joint venture will be subject to the eligibility and qualification assessment by UNICEF.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in this ITBS, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in this ITBS.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

3. Liquidated Damages

3.1 Liquidated damages. Any contracts awarded in connection with this ITBS will include the following clause on liquidated damages:

In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not limited to, those set out in the UNICEF General Terms and Conditions of Contract (Services), if the Contractor fails to provide the Services or the Deliverables in accordance with the time schedule set out in the Contract, or if UNICEF determines that the Services or Deliverables do not conform to the requirements of the Contract, UNICEF may claim liquidated damages from the Contractor and, at UNICEF's option, the Contractor will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Contractor's invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Contract Fee for the delayed Services and Deliverables for each day of delay, or in the case of a Fee calculated on a time-based rate, one half of one per cent (0.5%) of the time-based rate for all the Contractor Personnel required to provide the relevant Services or Deliverables, until performance of conforming Services or delivery of conforming Deliverables, up to a maximum of ten per cent (10%) of the value of the Contract. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to the Contract.

PART V # BIDDER REPRESENTATIONS

1. Price # Most Favoured Customer

1.1 The Bidder confirms that the fees, rates and charges and related pricing terms with respect to the services specified in the Bid are the most favourable pricing terms available to any customer of the Bidder (or any of the Bidder's affiliates). If at any time during the term of any contract resulting from the Bid, any other customer of the Bidder (or of any of the Bidder's affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Bidder will retroactively adjust the fee and related pricing terms under the contract to conform to the more favourable terms and the Bidder will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.

2. General Representations

By submitting its Bid in response to this ITBS, the Bidder confirms to UNICEF as at the Submission Deadline:

2.1 The Bidder has (a) the full authority and power to submit the Bid and to enter into any resulting contract, and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source and supply the services and to perform its other obligations under any resulting contract. The Bidder has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any service, deliverable or outcome that may be acquired under any resulting contract.

2.2 All of the information it has provided to UNICEF concerning the services and the Bidder is true, correct, accurate and not misleading.

2.3 The Bidder is financially solvent and is able to supply the services to UNICEF in accordance with the requirements described in this ITBS.

2.4 The use or supply of the services does not and will not infringe any patent, design, trade-name or trade-mark.

2.5 The development and supply of the services has complied, does comply, and will comply with all applicable laws, rules and regulations.

2.6 The Bidder will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.

2.8 The Bidder agrees to be bound by the decisions of UNICEF, including but not limited to, decisions as to whether the Bidder's Bid meets the requirements and instructions stated in this ITBS and the results of the evaluation process.

3. Ethical Standards

UNICEF requires that all Bidders observe the highest standard of ethics during the entire solicitation process, as well as the duration of any contract that may be awarded as a result of this solicitation process. UNICEF also actively promotes the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibition of sexual exploitation and sexual abuse.

By submitting its Bid in response to this ITBS, the Bidder makes the following representations and warranties to UNICEF as at the Submission Deadline:

3.1 In respect of all aspects of the solicitation process the Bidder 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. In particular, the Bidder has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the services requested under this ITBS; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the services requested under this ITBS.

3.2 The Bidder has not unduly obtained, or attempted to obtain, any confidential information in connection with the solicitation process and any contract that may be awarded as a result of this solicitation process.

3.3 No official of UNICEF or of any United Nations System organisation has received from or on behalf of the Bidder, or will be offered by or on behalf of the Bidder, any direct or indirect benefit in connection with this ITBS including the award of the contract to the Bidder. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

3.4 The following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(a) During the one (1) year period after an official has separated from UNICEF, the Bidder 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 Bidder has participated.

(b) 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 Bidder, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

3.5 Neither the Bidder 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 Bidder 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 any resulting contract. If the Bidder or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of the contract, UNICEF will be entitled to suspend the contract for a period of time up to thirty (30) days or terminate the contract, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Bidder. If UNICEF chooses to suspend the contract it will be entitled to terminate the contract at the end of the thirty (30) days# suspension at UNICEF#s sole choice.

3.6 The Bidder will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting contract; and (c) comply with the applicable provisions of UNICEF#s Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at http://www.unicef.org/supply/index_procurement_policies.html. In particular, the Bidder 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.

3.7 The Bidder will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

3.8 Neither the Bidder nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth 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.

3.9 The Bidder 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 Bidder to perform any services in the Bidder's participation in this solicitation. 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. The Bidder has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Bidder, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person.

3.10 The Bidder confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Bidder 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 Bidder will further cooperate with UNICEF's implementation of this Policy.

3.11 The Bidder will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.

3.12 Each of the provisions in this Article 3 of Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Bidder from this solicitation process and/or any other solicitation process, and to terminate any contract that may have been awarded as a result of this solicitation process, immediately upon notice to the Bidder, without any liability for termination charges or any liability of any kind. In addition, the Bidder may be precluded from doing business with UNICEF and any other entity of the United Nations System in the future.

4. Audit

4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of a contract awarded in relation to this ITBS, including but not limited to the award of the contract and the Bidder's compliance with the provisions of Article 3 above. The Bidder will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Bidder's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Bidder will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.

INSTRUCTION TO BIDDERS

1. MARKING AND RETURNING BIDS

1.1 Bids shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.5, 1.6 and/or 1.7 should then be followed accordingly.

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

1.3 Bids must be clearly marked with the ITB(S) number and the name of the company submitting the bid.

1.4 Bidders should note that Bids 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 ITB(S);
- d) in a different form than prescribed in the ITB(S).

1.5 Sealed bids (as applicable)

1.5.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.5.2 The Bid must be sent for the attention of the unit and address as specified in this solicitation document. Bids not sent in this manner will be disqualified.

1.5.3 Sealed bids (1 original and 2 copies) must be securely closed in a suitable envelope (marked with the ITB(S) number and the name of the company submitting the bid) and dispatched to arrive at the UNICEF office indicated no later than the closing time and date. Bids received in any other manner will be invalidated.

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

1.5.5 In case of any discrepancies between the original bid and a copy, the original will prevail.

1.6 Faxed bids (as applicable)

1.6.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.6.2 Faxed bids must be returned to the **ONLY ACCEPTABLE FAX NUMBER** for Bids as specified in this solicitation document. Bidders should note that Bids received at any other fax number will be invalidated.

1.7 E-mailed bids (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 All e-mailed Bids 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. Bids received in any other manner will be invalidated.

1.7.3 All Bids submitted by e-mail must be submitted as email attachments. Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Bids submitted as a link or through a link will be invalidated.

2. OPENING OF BIDS

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

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

2.3 Bidders, or their authorized representative, may attend the public opening of the Bid at the time, date and location specified. Bidders should note that the Bid Opening is the only time and place where information related to pricing from competitors is available.

3. UNGM REGISTRATION

3.1 UNICEF is part of the United Nations Global Marketplace(UNGM). Accordingly, all bidders 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 of an ITB(S) advising product/service, awarded supplier and total value of award.

ANNEX A GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

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

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

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

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

"Contractor" means the contractor named in the Contract.

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

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

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

"Fee" is defined in Article 3.1.

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

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

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

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

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

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

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under

the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of the Contract.

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

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combating Fraud and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

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

Provision of Services and Deliverables

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

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

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

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

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

Non-conforming Services and Consequences of Delay

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

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under

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GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

Contractor's Personnel and Sub-Contractors

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

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

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

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

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

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

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

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

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

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

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

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

3. Fee; Invoicing; Tax Exemption; Payment Terms

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

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

3.3 The Contractor authorizes UNICEF to deduct from the Contractor's invoices any amount

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

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

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

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

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

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

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

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain

throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

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

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

Indemnification

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

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

Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

- (i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
- (ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;

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

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

(b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

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

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

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

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

Liability

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

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

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

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

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

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

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the

Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

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

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Contractor receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made, the Contractor (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Contractor's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

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

Data Protection and Security

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

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

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

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

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5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF's and, as directed by UNICEF, End Users' access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF's reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

Service Providers and Sub-Contractors

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

End of Contract

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

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

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

6. Termination; Force Majeure

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

Additional Termination Rights of UNICEF

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

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

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

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

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to

the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) day's written notice to the Contractor without having to provide any justification.

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

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

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

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

Force Majeure

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

7. Ethical Standards

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

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

(b) The Contractor represents and warrants that the following requirements with regard to former

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UNICEF officials have been complied with and will be complied with:

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

(ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Contractor, communicate with UNICEF, or present to UNICEF, 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 Combating Fraud and Corruption. In particular, the Contractor will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combating Fraud and Corruption.

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

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

7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

7.8 The Contractor will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.

7.9 The Contractor acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Contractor with immediate effect upon written notice to the Contractor if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Contractor breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor's Affiliates, or (ii) the Contractor or any of its Affiliates, or Personnel or

directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Contractor takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Contractor and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Contractor, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Contractor.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.

8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Contractor's compliance with the provisions of Article 7 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Contractor's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9. Privileges and Immunities; Settlement of Disputes

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

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

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

10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail) or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

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

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

11. Other Provisions

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

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

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

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

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

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

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

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

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

11.10 The provisions of Articles 2.14, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2 and 11.7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.

ANNEX B NON-DISCLOSURE AGREEMENT

Contract: 9170642
Access to Data - Confidentiality Obligations

Dear []

In order to facilitate the provision of the services to the United Nations Children's Fund (#UNICEF#) by your organization, ([Contractor]# or #you#), under the contract identified in the Annex to this letter (the #Contract#), you have requested to have access to and to use certain non-public, proprietary data specified in the Annex (collectively, #Government Data#) belonging to the government identified in the Annex (the #Host Government#).

This letter is to confirm that UNICEF is willing to accept your request and facilitate your access to, and permission to use, the Government Data on the conditions set out below in this letter. All capitalized terms used but not defined in this letter have the meaning assigned to them in the Annex to this letter or in the Contract. The terms contained in this letter are in addition to, and not in replacement of, the terms of the Contract. This letter and the Contract will be construed and interpreted as complementary of one another.

1. **Government Ownership.** You accept and acknowledge that the Government Data is proprietary to the Host Government and that you will not claim any ownership or any other rights in the Government Data.

2. **Confidential Information.** For the purposes of the Contract, the Government Data is deemed to be UNICEF's Confidential Information (as defined in the Contract) and all of the provisions of Article 5 of the UNICEF General Terms and Conditions of Contract (Services) in the Contract apply to your access and use of the Government Data. You will take the Additional Security Measures described in the Annex to this letter.

3. **Access.** Your access and use is limited to the Government Data and no other data is being made available to you under this letter. UNICEF will make this Government Data available to you through the Access Modality described in the Annex to this letter. To the extent that such access is provided through access credentials (such as password protected means), you agree to treat all such access credentials as Confidential Information and to take all reasonable precautions to prevent unauthorized or accidental disclosure of such access credentials. You will not share such access credentials with any person except your Authorized Users.

4. **Permitted Purpose Only.** You will only use the Government Data for the Permitted Purpose specified in the Annex to this letter and no other purpose. You will not use the Government Data, and you will ensure that your Authorized Users do not use the Government Data, for any other purposes, including (but not limited to) developing analyses, publications, product or service offerings to third parties, without the express prior written consent of the Government and UNICEF.

5. **Authorized Users.** Access to the Government Data under this letter is limited to only your Personnel that are listed as an Authorized User in the Annex. You will be responsible for the compliance by your Authorized Users with the conditions on access set out in this letter. If you wish to amend the list of Authorized Users, you must obtain UNICEF's prior written consent before doing so and UNICEF will update the Annex to this letter and share the updated Annex with you for confirmation.

6. **No Sub-license.** The permission granted under this letter is limited to your organization only and does not extend to your Sub-Contractors or Affiliates. You may not assign or sub-license the permission granted to you under this letter. If you wish to share any Government Data with any Sub-Contractor or Affiliates, you need to obtain the prior written approval and clearance from UNICEF. Only those of your Sub-Contractors or Affiliates that sign a separate non-disclosure agreement with UNICEF can receive access to the Government Data.

7. **Compelled Disclosure.** In accordance with Article 5.3 of the UNICEF General Terms and Conditions of Contract (Services), if you receive a request for disclosure of Government Data under any judicial or law enforcement process, before you make the requested disclosure, you will give UNICEF sufficient notice of the request in order to allow UNICEF to have a reasonable opportunity to take protective measures or take such other action as may be appropriate and will notify the relevant authority of this.

8. **Data Protection Standards.** In accordance with Article 5.6 of the UNICEF General Terms

and Conditions of Contract (Services), you confirm that you have a data protection policy in place that meets all applicable data protection standards and legal requirements and that you will apply such policy in the storage, use, processing, retention and destruction of the Government Data.

9. **Segregation of Data.** In accordance with Article 5.7 of the UNICEF General Terms and Conditions of Contract (Services), you will use reasonable efforts to ensure the logical segregation of the Government Data from other information to the fullest extent possible. You will also 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 your confidentiality obligations as they apply to the Government Data.

10. **Security Incident.** In accordance with Article 5.9 of the UNICEF General Terms and Conditions of Contract (Services), you will immediately notify UNICEF if there is any actual, suspected or threatened unauthorized or accidental disclosure of the Government Data or other Security Incident affecting the Government Data and you will implement any all necessary damage mitigation and remedial actions.

11. **Access Period; Termination.** The access and permission given to you under this letter is limited to the Access Period. UNICEF may, but is not obliged to, agree to extend the Access Period upon your request. If you or any of your Authorized Users breaches any of the conditions set out in this letter, UNICEF may terminate your access to the Government Data and withdraw its permission for you to use the Government Data with immediate effect. UNICEF may also terminate the Contract in accordance with Article 6.2(b) of the UNICEF General Terms and Conditions of Contract (Services).

12. **Return / Destruction of Data.** When the Access Period ends, unless otherwise agreed with UNICEF and the Host Government, you will return to UNICEF all the Government Data, or, at UNICEF's option, destroy all copies of the Government Data held by any Authorized Users and confirm such destruction to UNICEF in writing.

13. **Survival of Obligations.** Your obligations under this letter will survive the expiry of the Access Period or termination of the access and permission granted under this letter.

Nothing in or related to this letter will be treated as a waiver of the privileges and immunities of the United Nations and its subsidiary organs, including UNICEF.

Please confirm your agreement with the conditions set out in this letter, on behalf of your organization, by signing, dating, and returning to us the enclosed copy of this letter. As soon as we receive the copy of this letter countersigned by you, we will facilitate the access to the Government Data described in this letter and your Access Period will begin.

We look forward to working with you for the fulfillment of the Contract.

Yours sincerely,

[]
[Name]
[Title]

CONFIRMED AND AGREED ON BEHALF OF :

Date: _____

Name:
Title: