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REQUEST FOR PROPOSAL

RFP - 2018 – 9144593

12 November 2018

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite interested companies for provision of the **Country Programme Evaluation for Serbia (2016-2020)**

SEALED proposals should be sent to:

UNICEF Belgrade

Svetozara Markovica 58

11000 Belgrade

Bid Reference RFP 2018–9144593 Country Programme Evaluation for Serbia (2016-2020)

Alternatively E-MAILED to belgrade@unicef.org in two separate emails with attachments.
Attachments must be password protected.

(A) Technical proposal

(first envelope or one separate e-mail; attachment password protected)

The reference RFP 2018–9144593 - technical proposal

(B) Financial proposal

(second envelope or one separate e-mail; attachment password protected)

The reference RFP 2018–9144593 - financial proposal

IMPORTANT - ESSENTIAL INFORMATION

Bidders are requested to confirm no later than **23 November 2018** their intention to submit proposal, by sending an e-mail to nmarkovic@unicef.org or fax to +381/11 3602-199.

Proposal form RFP 2018–9144593 must be used when replying to this invitation. The reference RFP 2018–9144593 Country Programme Evaluation for Serbia must be indicated in the subject of the e-mails as indicated above.

Proposals must be received by latest 14:00 hours (local time) on **30 November 2018**. Proposals received after the stipulated date and time will be invalidated.

Passwords for the protected attachments should be sent in separate e-mail to the following e-mail address: nmarkovic@unicef.org

It is important that you read all the provisions of the bid, to ensure that you understand UNICEF's requirements and can submit a proposal in compliance with them. Note that failure to provide compliant proposals may result in invalidation of your proposal.

Due to the nature of this RFP, there will be no public opening of proposals.

UNICEF will only evaluate proposals complying with the mandatory requirements set out in the this Request for Proposal and Terms of Reference.

In accordance with UNICEF Rules and Regulations the award and the reasons for making the award are UNICEF's internal decision and information about other bidders or their bids must not be divulged.

The invitation for submission of proposals does not obligate signing of the contract with bidders, nor does it assume the obligation to pay the costs of preparing the bids. UNICEF accepts no responsibility for undelivered proposals, and will not accept proposals after the closing date and time

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2018-9144593

12 November 2018

***** PLEASE CHECK THAT ALL ITEMS HAVE THE SAME QUOTATION DEADLINE *****
UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Country Programme Evaluation for Serbia (2016-2020)

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

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

_____ **Date:** _____
Natasa Markovic

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

Email : nmarkovic@unicef.org

Approved By:

_____ **Date:** _____
Marko Gavric

REQUEST FOR PROPOSAL FOR SERVICES FORM

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

TERMS AND CONDITIONS OF CONTRACT

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

INFORMATION

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

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2018-9144593** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Currency of Proposal: _____

Validity of Proposal: _____

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

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

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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10 Final Inception report

Title of the assignment
Country Programme Evaluation for Serbia (2016-2020)
Background and Justification:

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

In 2015, Serbia was making good progress in legislative and public sector reforms and working towards meeting international standards in the fields of education, social protection, health, justice and anti-discrimination. National averages for this middle-income country looked relatively good. However, disaggregated data showed significant inequities associated with poverty, rural areas and significant discrimination associated with ethnicity and disability.

Key data

In 2013, 8.6 per cent of the population lived in absolute poverty, 3 with higher rates in rural areas, including for children up to 13 years (11.9 per cent). According to EUROSTAT, 30 per cent of children under 18 were at risk of poverty, compared with 24.6 per cent of the general population. Despite a reduction of child mortality rates at the national level, regional disparities persisted: the 2014 Multiple Indicator Cluster Survey (MICS)5 found that among Roma, the infant and under-five mortality rates, at 13 and 16 per 1,000 live births, respectively, were twice as high as the national average. Ten per cent of Roma children under five were underweight (as opposed to a 2 per cent national average), and 19 per cent stunted (average 6 per cent), while only 13 per cent were fully vaccinated (compared with 71 per cent national average). The 2014 MICS confirmed that children living in poverty lack adequate nutrition, are twice as likely to be underweight, and have less access to health care and lower education achievement.

The demand for early childhood development (ECD) services remained largely unmet, affecting in particular children with developmental difficulties. The 2014 MICS findings show that early learning programmes were attended by half of boys and girls aged 3-4 on average, but only by 9 per cent of the poorest children and 6 per cent of Roma. Only 1.2 per cent of CWD attended preschool.

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

In 2013, 6,047 children were separated from their parents and placed in formal care. The proportion of children placed in institutions compared to alternative care is decreasing, but the total number of children placed in formal care had continued to grow, with a 36 per cent increase between 2000 and 2013. Roma children represented 26 per cent of all children in formal care, while CWD made up 59 per cent of all children in residential care. Boys accounted for 60 per cent of children in residential care. Community services were not yet fully sustainable and therefore reached only a relatively small number of children.

Violence against children was increasingly recognized and reported. MICS 2014 shows that 44 per cent of boys and 42 per cent of girls up to 14 years of age experienced violent discipline at home, with almost half of all cases of family violence involving child victims. Reports of neglect were most numerous, followed by physical and emotional abuse, with less reporting on sexual violence. In addition, 70 per cent of boys and 68 per cent of girls (grades 6-8) experienced gender-based violence in school. Despite the progress made in establishing a legal and policy

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framework for the advancement of women's rights and gender equality, women, particularly girls, remained vulnerable to discrimination and violence.

The application of diversion measures for juvenile offenders remained scarce (5 per cent of reported cases), alternative sanctions aimed at supporting the reintegration of juveniles were few, and legally defined procedures for the protection of child victims/witnesses were not uniformly implemented.

There was a growing number of registered asylum seekers: for children this increased from 1,387 in 2013 to 2,774 in 2014. In addition, major flooding and landslides in 2014 highlighted the exposure of Serbia to natural disasters: 1.6 million people (270,000 children) were affected, especially those from the poorest socioeconomic strata.

Despite the rapid response in 2014, the emergency pointed to weaknesses in the coordination and overall capacity for Disaster Risk Reduction (DRR) and preparedness.

Further analysis revealed a number of structural barriers that hampered the situation of children in each of these fields.

Goal of country programme

Therefore, the overall goal of the country programme is to support the efforts of Serbia to promote and protect the rights of all children and to give all children equal opportunities to reach their full potential. The country programme focuses on supporting vulnerable children from the very start of life and enhancing the social welfare system's capacity to prevent vulnerable families from falling below the poverty line.

The country programme seeks to address key bottlenecks and barriers to equity through e.g. the following strategies:

- # Sharing of technical expertise and advice on adequate human resources and budgetary allocation;
- # Intersectoral cooperation;
- # Effective child rights monitoring that enables improved policy implementation;
- # Developing social change strategies fostering non-discriminatory social norms, supportive programmes and services and strengthening the accountability of service providers with a focus on reaching vulnerable children, thus enhancing the coverage and quality of social services;
- # Empowering vulnerable families to become more aware of their rights and entitlements and to demand them;
- # Innovation is currently being explored as a potential additional strategy.

In addition, in 2015 Serbia found itself on the European migrant route, and UNICEF responded with humanitarian assistance and strengthening of national response systems for the medium and longer term, especially in the areas of child protection, education and infant and young child feeding, which branched out into a humanitarian response programme. As an unanticipated development, the migrant crisis impacted UNICEF's results, human resource capacities and funding.

The projected budget for the country programme 2016-2020

https://www.unicef.org/about/execo/board/files/2015-PL16-Serbia_CPD-ODS-EN.pdf is \$21,451,000.

The country programme (CP) is implemented through close partnerships with relevant ministries and other State bodies at all levels, and other United Nations agencies, emphasizing intersectoral cooperation. Continued cooperation with the EU is prioritized through joint support for policy implementation and for child rights to be adequately prioritized within the EU accession process.

The release of the EU Strategy for the Western Balkans in February 2017 sets out a roadmap for EU enlargement of the Western Balkans countries with 2025 given as the date for potential accession by Serbia. In light of this, the Ministry of European Integration initiated the process of redrafting of the multi annual planning document for international development assistance covering the 2019-2025 period and indicating the national development priorities and measures where co-financing by development assistance will have the maximum impact.

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Both the EU Accession Process and the Agenda 2030 are potentially powerful levers for reform and social change in EU enlargement countries. The complementarities between the EU Accession Process and the SDGs, as well as the renewed focus on the #social dimension# on the EU Agenda (Sofia Declaration) offer important opportunities for promoting children#s rights. It will be important to make full use of these opportunities as well as to address the anticipated challenges in building and maintaining political traction for the Agenda 2030.

In addition, in May 2018 the United Nations General Assembly (UNGA) adopted a resolution (72/279) aimed at aligning the UN development system with the 2030 Agenda, which among other things sets out a vision for a #new generation# of UN country teams, a reinvigorated role of the Resident Coordinator (RC) system, focus on strategic direction, oversight and accountability for system-wide results and changes in funding the UN development system. This reform will impact the next generation of development partnership frameworks.

The Evaluation of the UNICEF Country Programme 2016-2020 (hereafter #the Evaluation#), coming in the last trimester of the CP cycle, will offer the opportunity to critically assess the strategies applied in the current Country Programme, identify their relevance, efficiency, effectiveness, sustainability and estimated impact in achieving planned results, and draw on lessons learnt. However, the weight of its intent is on learning and specifically, to inform the design and provide recommendations for the development of the new CPD 2021-2025 between UNICEF and the Government of the Republic of Serbia.

The Country Programme Document (CPD)

https://www.unicef.org/about/execo/board/files/2015-PL16-Serbia_CPD-ODS-EN.pdf streams from key priorities identified in the United Nations Development Partnership Framework (UNDPF) 2016-2020

http://rs.one.un.org/content/dam/unct/serbia/docs/Publications/DPF_ENG_30_May_2017_FINAL_SIGNED.pdf signed between the UNCT in Serbia and the Government. In 2019, the UN system in Serbia is likely to start the preparation of the new UNDPF cycle 2021-2025 and to initiate an evaluation of the current UNDPF. The UNICEF Country programme evaluation is likely to feed into the Evaluation of the UN Development Partnership Framework and will further contribute to the UNDPF 2021-2025 planning.

The proposed evaluation will therefore have the characteristics of both a summative and a formative evaluation. Three in-depth evaluations have been conducted over the current programme cycle, covering justice for children, social welfare and inclusive education: a #Formative evaluation of implementation of inclusive practices in the education system in Serbia (2009-2014)#, a #Summative evaluation of child care reform in Serbia#, and a #Summative evaluation to strengthen implementation of justice for children system in the Republic of Serbia (2010-2017)# which the country programme evaluation should capitalize on, thus giving more attention unevaluated components of the country programme - child rights monitoring, violence against children, early childhood development and preschool education, and areas of intervention that are developed as part of an emerging country context, such as health and nutrition, refugee and migration response, as well as interventions that were initiated despite not being anticipated in the CPD, such as those related to youth and adolescents, and child marriage.

In parallel, early 2019, UNICEF will initiate the new Situation Analysis process assessing the situation and unmet needs of children in Serbia. Further, results of a large multiple indicator cluster survey (MICS <http://mics.unicef.org/>) should be available by quarter 3 of 2019.

The primary intended audience of this evaluation is the UNICEF team in Serbia and the Government of the Republic of Serbia (including relevant line ministries and state bodies). Other relevant audiences include partner UN agencies under the joint umbrella of the UN Resident Coordinator#s Office, independent bodies and CSOs, international financial institutions and key donors including the European Union (e.g. European Commission, and European Civil Protection and Humanitarian Aid Operations # ECHO), Swiss Agency for Development and Cooperation - SDC, and a number of public and private donors (GlaxoSmithKline, Swiss Natcom, Belgian Natcom, Korean Natcom etc.).

Purpose of the assignment:

The object of this Evaluation will be the Country Programme for the Republic of Serbia 2016-2020 implemented by UNICEF (country office but also the contribution, where relevant, of UNICEF regional and global human, normative

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and financial assets) in partnership with the Government of the Republic of Serbia. More particularly, the evaluation will look at the relevance of the design and strategic focus of the country programme vis-à-vis identified unmet needs of children in the Republic of Serbia in the period 2015-2019.

Objectives of the Evaluation

- # Assess the relevance, effectiveness, efficiency, sustainability, coherence, coverage and, to the extent possible, impact of the strategies adopted to achieve the Country Programme's results. Assess to the extent possible UNICEF's contribution to the reduction of inequities. (This will require the reconstruction of a country programme theory of change by the evaluation team.)
- # Identify and document lessons learnt in relation to type, combination and way of implementation of the strategies, considering the country context and UNICEF's comparative advantage as well as strategies that were not utilized but could have been relevant in the given context (particularly e.g. communication for development, capacity building, public financing for children, capitalizing on links between private sector fundraising and programme, cross-sectoral approach)
- # Assess whether UNICEF CO has been fit for purpose, in terms of the current staffing structure and skills mix, to deliver the CPD - and to suggest what adjustments may need to be made going forward to respond to emerging challenges and opportunities.
- # Assess significant and promising interventions and additional strategies implemented between 2016 and 2019, to inform the next programmatic cycle # in particular the scaling up of successful pilots/models.
- # Provide recommendations to guide/inform UNICEF and UNCT strategic planning in the Republic of Serbia (development of the new UNICEF Country Programme 2021-2025 and the new UNDPF), based on the lessons learnt, good practices and successes of the current Country Programme.

Scope of the Evaluation

The Evaluation will assess key results achieved and strategies applied within the current UNICEF Country Programme 2016-2020, as articulated through CPD Outcomes and Outputs defined for the period 2016-2019. The current CP was a logical continuation of the previous one and a number of program components foundations and approaches of program interventions were set in the previous program cycle. Hence it will be important, where appropriate, to look back up to 2013 and the last mid-term review.

The geographical scope will include mostly national level but a sample of sub-national level interventions should be included as a basis to assess modelling and capacity building efforts.

Evaluation Questions

The Evaluation will focus on the criteria of relevance, effectiveness, efficiency, and sustainability. Early signs of impact will also be assessed, to the extent possible, given the fact that this is partly also a summative evaluation and that it is taking place one and a half years before the end of the CP.

A) Assessing relevance. The Evaluation will seek to assess the extent to which the objectives of the Country Programme are consistent with Government policies, children's needs, global UNICEF priorities and partners' policies. It will assess whether the objectives of the Country Programme and its design were and if they remained appropriate.

Specific questions will refer to:

- # To what extent are UNICEF strategies aligned with national priorities, national and international partners' policies (particularly Chapters of the EU Accession process and Sustainable Development Goals) and UNDPF?
- # To what extent is the CPD aligned and contributes to the achievement of the UNICEF's regional priorities and Strategic Plan (previous and current 2018-2021)?
- # Is UNICEF using the right strategies/playing the right roles?
- # Were the set results realistic given the available resources and the context? Have monitoring and evaluation information sufficiently informed programme adjustment and planning?
- # To what extent is the CP strategy linked to and achieving synergetic effects with other interventions of UN agencies (e.g. Common chapter, joint programme on violence against women, migration response)

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- # To what extent is the Country Programme strategy linked with other interventions in the country so that they form a synergetic set that is relevant to achieve programme results, especially for the most vulnerable? (Are we using an appropriate strategy within the most relevant set of strategies?)
- # To what extent is the Country Programme strategy relevant and sufficient to address critical bottlenecks to the realization of child rights # in terms of the enabling environment, supply and quality of services and demand factors?
- # How relevant is the CO#s strategic approach to address the challenges of equity and gender equality?
- # To what extent was the Country Programme strategy implemented in partnership with the relevant stakeholders? And at the right level (local, national)?
- # To what extent has the Country Programme strategy implemented a relevant and effective combination of national and local interventions, including considerations of normative changes vs. scale-up of implementation and considerations of financing scale-up?
- # To what extent is the overall portfolio of strategies applied throughout the CP relevant, given the evolving socio-economic and institutional situation in the country?

B) Assessing effectiveness. The Evaluation will assess the extent to which the CP results were achieved and whether UNICEF demonstrated a reasonable contribution at the outcome or system level.

Specific questions will refer to:

- # Is the programme achieving satisfactory results in relation to its stated objectives?
- # To what extent is there preliminary evidence of improved performance at the Government institutional/organizational level?
- # To what extent did the Country Programme interventions contribute to reducing bottlenecks and barriers in realization of children rights, especially the most vulnerable ones?
- # To what extent is there evidence that CO#s equity-based programmatic approach has reached the most deprived children and women?
- # What were the most effective engagement strategies? Were there any missed opportunities (e.g. public-private sector linkages, partnerships with CSOs etc.)
- # What were the main factors that promoted or hindered the effectiveness of the Country Programme (CP)?
- # Where there any unexpected or unplanned results achieved? (particularly e.g. emergency response, child marriage, pre-school education etc.)
- # Did effectiveness of the Country Programme increase because of achieved synergies with national priorities and other development partners# programmes? Were synergies sought?

C) Assessing efficiency. The Evaluation will measure how economically resources/inputs (funds, expertise, time etc.) were converted to results. It is also understood as the way in which UNICEF manages its partnerships, to operationalize its strategies, implementing activities and delivering outputs.

Specific questions will refer to:

- # Did the programme use the resources in the most economical manner to achieve its objectives?
- # Could the same results have been achieved using different strategies (or set of strategies) that could have been implemented with less resources?
- # To what extent are there operational bottlenecks relating to UNICEF#s strategic approaches that impede, or threaten to impede, the delivery of UNICEF#s work?
- # To what extent were the strategies, as reflected in the CP result matrix, evaluable, taking into account the establishment # or expectation of the establishment # of baselines, and efficient monitoring and reporting systems?
- # Are the available human and financial resources appropriate in relation to the expected CP results?
- # To what extent has UNICEF established partnerships with a wide range of stakeholders, including government, civil society, NGOs and other national development partners, in support of its strategic approaches?

D) Assessing sustainability. The Evaluation will assess the extent to which continuation of benefits from Country Programme interventions was ensured, including degree of probability of continued long-term benefits.

Specific questions will refer to:

- # Are the activities and their impact likely to continue when UNICEF#s support is withdrawn? What are the

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| | <p>contributing or constraining factors to make a durable change?</p> <p># Have the strategies contributed to improving existing governmental systems, mechanisms, and policies? Will the strategies be more widely replicated or adapted? Is it likely for initiated interventions to go to scale? (particularly e.g. support to primary health care centres and development counselling centres, local protocols on violence against children, diversionary schemes, family outreach service, drop-out prevention, development of preschool education, inclusive education, quality of education etc.)</p> <p># What opportunities and risks to the sustainability of the Country Programme intervention exist in the short and long term?</p> <p># Did the strategy contribute to promote ownership over the different programme areas and correspondent results by national stakeholders? To what extent has the government created, or indicated its commitment towards creating, an enabling environment for the replication of the UNICEF-supported interventions?</p> <p>E) Assessing impact. The evaluation will assess potential positive and negative, primary and secondary long-term effects produced by the Country Programme, directly or indirectly, intended or unintended. Specific questions will refer to:</p> <p># To what extent has the CP contributed to achieving (or not) the expected impact level results in the concerned programme areas?</p> <p># To what extent has the strategy contributed to reducing the equity gaps in the correspondent programme area in favour of the most vulnerable children?</p> <p>F) Assessing the application of the Equity, Gender Equality and Human Rights Based Approach. The Evaluation should determine the extent to which the design and implementation of the Country Programme, the assessment of results and the evaluation process itself incorporate an equity, gender equality and human rights based perspective. The evaluation report should use gender-sensitive, child-sensitive and human rights-based language throughout, including data disaggregated by sex, age and disability. Specific questions will refer to:</p> <ul style="list-style-type: none"> · How well were equity, HRBA and GE goals and processes incorporated into the planning documents of the Country Programme? · How well did Country Programme intervention succeed in involving women, men, children, adolescents and other rights-holders, especially the most disadvantaged and marginalized ones, such as Roma and right holders from the poorest quintile? · How well did the Country Programme intervention succeed in involving duty-bearers? · To what extent did different groups, including children and those worst-off, benefit in different ways from the Country Programme? · To what extent did different groups, including children and those worst-off, increase their capacity to relate differently to other groups supported by the Country Programme? <p>Key stakeholders</p> <p>A range of stakeholders have interest in, and influence over UNICEF's programme in Serbia:</p> <p># The primary stakeholders are the primary rights holders # girls and boys, women and men in Serbia. While the evaluation is unlikely to be of direct and immediate concern to them, they ultimately are the main focus of this evaluation.</p> <p># For UNICEF corporate interests and stakes for this evaluation include: UNICEF's ownership of a country programme in a geopolitically and strategically important country and the wider implications and findings of this evaluation for UNICEF's role in a transitioning/middle income EU accession context.</p> <p># The UNICEF staff in the Serbia office are a key stakeholder in this evaluation and while the evaluation is not one of the UNICEF Country Office itself, it is of the decisions and choices made by it within selected strategies, as influenced by the external and internal context at the time.</p> <p># For the Government of the Republic of Serbia (including Ministry of Employment, Veteran and Social Affairs, Ministry of Education, Science and Technological Development, Ministry of Health, Ministry of Justice, Ministry of Interior, Ministry of Trade, Tourism and Telecommunications, Ministry of European Integration, Ministry of Foreign Affairs, Office for Human and Minority Rights, Gender Coordination Body, Coordination Body for Monitoring the</p> | | | | |

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Implementation of the Strategy for Social Inclusion of Roma, Child Rights Council etc.) and independent bodies in the Republic of Serbia (National Assembly, Ombudsman, Commissioner for Protection of Equality) their interest and stake in the evaluation relates to UNICEF's commitments to support in realising children's rights, particularly for the most vulnerable. Whilst for this evaluation, learning is the key aim, there is also the dimension of holding UNICEF to account for the resources and interventions provided. Most critically, however, the evaluation aims to inform the future programme of cooperation between the Government and UNICEF.

- # The interests of partner UN agencies (UNDP, UNHCR, WHO, UNFPA, UN Women, IOM etc.) under the joint umbrella of the UN Resident Coordinator's Office, international financial institutions (World Bank etc.) include the contribution of UNICEF results to the wider UNDAF commitments and intended outcomes and UN system-wide efforts on the realization of child rights and wider human rights commitments including gender.
- # Donors including the European Union (e.g. European Commission, and European Civil Protection and Humanitarian Aid Operations # ECHO), Swiss Agency for Development and Cooperation - SDC, and a number of public and private donors (GlaxoSmithKline, Swiss Natcom, Belgian Natcom, Korean Natcom etc.).
- # For CSOs (Network of Organisations for Children of Serbia, Child Rights Centre, National Organisation of Persons with Disabilities in Serbia, Roma Women's Network members etc.) interests in the evaluation relate to their strategic and operational relationships with UNICEF and extent to which UNICEF's commitments to human rights and gender equality have been realized.

Roles and responsibilities

UNICEF

Programme staff

- # UNICEF Programme Sections will fully support the evaluation through the provision of documentation, facilitation of access to sectoral documents by the evaluation team, and full engagement in the discussion of evaluation findings and recommendations. They will also ensure operational support as required, including organization of meetings, and support in primary data collection where needed to complement what available from the existing monitoring systems and other documents.

Evaluation Reference Group (ERG)

An Evaluation Reference Group will be formed. The purpose of the ERG will be to facilitate the participation of relevant stakeholders in the design and scope of the evaluation, raising awareness of the different information needs, providing information quality assurance throughout the process and in supporting the dissemination of the evaluation results. Its inputs are expected to strengthen the quality and credibility of the evaluation. The Reference Group members will be expected to:

- # Be a sounding board for feedback during the evaluation
- # Enable access to key informants during the evaluation process
- # Participate in an inception report presentation (date TBD)
- # Participate in inception interviews with evaluators as relevant
- # Review and comment on inception report
- # Participate in the presentation of evaluation preliminary findings (date TBD)
- # Participate in follow up interviews with evaluators as relevant
- # Review and comment on draft evaluation report
- # Review and comment on final evaluation report

Work Assignments and Deliverables

Deliverables:

Inception Report (10 pages), outlining the main evaluation issues that will be addressed, the relevant evaluation questions and the proposed and final methodology that has been agreed upon between UNICEF ECARO before the evaluation is set to begin. All tools will be annexed to the report. The IR will be subject to an external quality review.

Timeframe: 60 days after the start of the assignment

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Presentation to ERG, to be delivered at the end of the in-country mission.
Timeframe: 20 March

Draft Evaluation Report (including an Executive Summary and Annexes): The report will be shared with the Evaluation Reference Group to ensure that the evaluation meets UNICEF expectations as stipulated in the Evaluation Terms of Reference.
Timeframe: 15 April

Final Synthesis Evaluation Report including Executive Summary (40 pages) (excluding the Executive Summary and Annexes)
Timeframe: 1 June

Power point presentation (20-30 slides) to communicate the main findings, conclusions and recommendations of the evaluation. It is anticipated that the TL will present the final report at a date to be agreed between UNICEF and the consultant.
Timeframe: 20 June

The report will be subject to an external quality assurance review.

The team leader (TL) will report to the UNICEF ECA Regional M&E Advisor and be the main focal point within the evaluation team for all communications. Once the documents are prepared and delivered, UNICEF shall hold the Intellectual property right of the documents and the related materials.

Report writing, terminology, publication and citation guidelines of UNICEF should be followed. Necessary guidelines will be provided by UNICEF. All documents produced should be child-sensitive, and in line with the Convention on the Rights of the Child and other legal documents on human rights. All deliverables will be submitted in English, the content of which should be well structured, coherent and evidence-based.

Location and duration

The evaluation will take place over a 7 month period of December 2018 - June 2019 and will be remunerated against the deliverables to be indicated in the TOR.

International consultants will be home based with travels to Serbia. National consultants will be selected and appointed by the consulting company. They will only be required to do in-country travels, if need be.

Proposed Workplan

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| ACTIVITY | | | | | |
| 1 | ToR final draft - 10 2018 | | | | |
| 2 | Call for Tender Issued - 11 2018 | | | | |
| 3 | Evaluation Institute/Team identified -11 2018 /12 2018 | | | | |
| 4 | Evaluation Institute/Team contracted - 12 2018 | | | | |
| 5 | Reference Group established - 12 2018 | | | | |
| 6 | Draft and Final Inception report produced -12 2018 / 01 2019 | | | | |
| 7 | Evaluation Design and Instruments validated -01 2019 / 02 2019 | | | | |
| 8 | Field work - 03 2019 | | | | |
| 9 | Presentation of Findings and Conclusions (Validation Workshop) 03 2019 | | | | |
| 10 | Draft synthesis report submitted 04 2019 | | | | |
| 11 | Final report submitted. Presentation of the final report to ERG at a date to be agreed between UNICEF and the consultant. 05 2019 / 06 2019 | | | | |

Travel Requirements for the Assignment

The Evaluation team will be required to complete two country missions. The total duration of the country missions should be up to 20 days. The first mission (18 days) should be attended by two of the international experts from the team and the nationally selected consultant. The second mission (2 days) should be attended only by the Team Leader (TL) accompanied by the national consultant.

Travel and daily subsistence allowances will be as per the rules and regulations of the contracted evaluation company. Any additional specific information regarding the time schedule, procedures, benefits, travel arrangements and other logistical issues will be discussed with the successful candidate evaluation company.

Reporting Requirements:

The evaluation will be managed by the ECAR M&E Regional Advisor. A Reference Group will be established to guide and oversee the implementation of the evaluation. The RG will include representatives of UNICEF in Serbia, the Government of the Republic of Serbia and other stakeholders.

The Regional Advisor on Monitoring and Evaluation will be the key focal point for the Evaluation Institution/Team. At CO level, this role will be assumed by the Child Rights Monitoring/Evaluation Specialist.

A summative and comprehensive evaluation report is required upon completion of this assignment. The evaluation report is expected to provide descriptive quantitative and qualitative results, an analytical synthesis of the findings and recommendations. The report will not exceed 40 pages, excluding the executive summary and annexes.

A complete report will include:

- # An executive summary
- # An analysis of the evaluation context, as it relates to UNICEF's equity agenda;
- # An analysis of key issues relevant for the evaluation (excerpted from the inception report and literature reviewed);
- # A summary of the methods and sample (excerpted from the inception report);
- # Evaluation findings and conclusions, well substantiated by the data and evidence, cross-referenced against evaluation questions and criteria;
- # A set of actionable recommendations that correspond with evaluation conclusions;
- # Bibliography and list of background materials used; and
- # Annexes (as relevant).

The evaluation report will be shared as an electronic copy with key national stakeholders and uploaded on the Geros website. The learnings acquired through the country programme evaluation will be shared widely by

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incorporating them in the next country programme document, UNDAF as well as existing reports and publications, such as the country office's annual report or other key reports.

Methodology:

Information sources

The following list includes general information sources related to the Country Programme as a whole, while specific sources will be provided in due course.

Background / situation monitoring sources:

- # Situation Analysis of Children in Serbia (UNICEF, 2014)
- # CRC Concluding Observations on Serbia (2017)

Planning and programme monitoring sources:

- # Country Programme Document 2016-2020 (Government of Serbia, UNICEF, 2015)
- # UNDPF 2016-2020 (UNCT, 2016)
- # Annual Management Plans (AMP) 2016, 2017, 2018 (UNICEF)
- # Bi -Annual Work Plans 2016-2017, annual work plan 2018 (Government of Serbia and UNICEF)
- # Country Programme Mid Term Review (MTR) Report (Government of Serbia, UNICEF, 2013)
- # Country Office Annual Reports 2016, 2017, 2018
- # UNICEF Strategic Plan 2018-2025
- # Donor reports
- # Evaluation reports

Evaluation Approach

The evaluation methodology will be guided by the Norms and Standards of the United Nations Evaluation Group (UNEG)¹⁵⁴.

The evaluation will be conducted in a participatory manner, involving key national State actors under the guidance of the Ministry of Foreign Affairs that leads the planning, monitoring and evaluation of the Country Programme from the Government side. UNICEF management and key UNICEF Programme staff will also be fully involved. The participation of these stakeholders will be ensured in all phases of the evaluation, including the planning, inception, fact-finding, reporting phases as well as the management response phase when determining the concrete use the findings and recommendations, follow-up decisions, and dissemination strategies as relevant.

The evaluation will be managed by UNICEF's Monitoring and Evaluation Advisor in the Europe and Central Asia Regional Office based in Geneva, Switzerland in close collaboration with the UNICEF Country Management Team. An evaluation Reference Group comprised of the Ministry of Foreign Affairs, Ministry of European Integration and relevant line ministries and stakeholders will be established. UNICEF Deputy Representative and the Child Rights Monitoring/Evaluation Specialist will coordinate the work of the Reference Group throughout the entire process. At the same time, for specific programmatic areas, relevant State actors and UNICEF staff will also collaborate during all phases as relevant. The Reference Group will coordinate the involvement of stakeholders, particularly making sure that adequate participatory mechanisms are in place at key milestones to allow general consensus and guarantee ownership over the findings.

The overall evaluation approach will be based on a reconstructed overarching theory of change for the Country Programme, as well as on any specific theories of change. Given the multi-faceted nature of this evaluation, the methodology will have to be tailored to the specificities of each strategy under assessment and related programme areas.

Generally, the evaluation will have to use a non-experimental design. Data collection will be based on a multiple method approach including primarily desk review of reference materials (including monitoring reports and other sources providing secondary data), field visits, and interviews with different partners (Govt, donors, implementing partners, civil society), independent experts, and concerned UNICEF staff. Other data gathering approaches may be defined by the evaluation team.

Field visits, interviews (individual and focus groups as appropriate) at local level and observational methods (mainly qualitative) will also be required. Triangulation of data (combining qualitative and quantitative data as well as data from a range of stakeholders) will have to be used to increase reliability of findings and conclusions. The evaluation

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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is not designed as a large-scale collection of beneficiary perceptions. Nevertheless, beneficiary perceptions (including those of children) will be integrated where feasible e.g. through the review of secondary material in the sectoral strategy areas and through interviews with civil society representatives at different level. It is expected that the evaluation team will spend 2.5 weeks in the country and that the team leader will return to present the evaluation report at the end of the assignment.

Given the magnitude of the object of the evaluation and its geographical scope, primary data collection will have to be used selectively. The sample of stakeholders to be interviewed and locations to be visited will need to be extrapolated based on criteria that are realistic and adequate at the same time. To this extent, criteria to determine locations for field visits will have to consider, on one hand, the opportunity to choose locations where it will be possible to combine data collection for different strategies/programme areas and to reach different stakeholders. On the other hand, important criteria for selecting a sample that is representative of the main concerns are:

- # Rural and urban localities;
- # Concentration of concerned vulnerable groups;
- # Level of development of the UNICEF strategy in the location.

Overall, field visits should not cover more than 3 localities in the country.

Based on these general guidelines, the methodology and the sample will be further elaborated during the Inception Phase, when the site selection criteria and evaluation questions will be refined. At this point, the evaluator(s) should also develop a more precise evaluation work plan.

Not a limit to evaluability, but an expectation to be managed, is the limited time available which will not allow for significant primary data gathering for the evaluation.

Evaluation Matrix

The Evaluation Matrix forms the #spine# of the evaluation. It provides the main analytical framework against which data will be gathered and analysed. It is shaped around the evaluation questions and embeds the criteria above. All other enquiry tools, such as interview guides and the field study template, are geared towards it.

The Evaluation Matrix, including the evaluation criteria and associated questions, indicators and prescribed data gathering tools and methods, will be developed by the evaluation team leader and agreed by the evaluation manager prior to the start of field work as part of the inception report.

Data Collection Methods

The evaluation will apply a mixed-method approach to maximise validity and reliability. Key anticipated methods and data sources will be set out in the Evaluation Matrix, but to summarise:

Relevance

- # Stakeholder mapping
- # Systematic documentary review, applying structured tools
- # Mapping of available contextual analyses including those related to poverty, vulnerability and child rights
- # Timeline construction, including of key decision points
- # Technical analysis and testing of strategies
- # Semi-structured interviews (UNICEF staff and partners)

Effectiveness

- # Analysis of results data from UNICEF M&E systems at country programme level
- # Feasibility assessment, given scale of UNICEF assistance and challenges addressed;
- # Mapping of risk analyses undertaken/ mitigation measures implemented;
- # Systematic documentary / data review, particularly of UNICEF M&E systems and data
- # Structured desk analysis of four selected strategies
- # Semi-structured interviews with UNICEF staff and partners
- # Partial contribution analysis to determine progress against intended results and pathways generated

Efficiency

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---|----------|------|------------|-------|
| # | Systems analysis of management staffing structures | | | | |
| # | Systems analysis of strategies | | | | |
| # | Financial analysis # spend per strategy/intervention; | | | | |
| # | Systematic documentary / data review, particularly of UNICEF M&E systems and data | | | | |
| # | Semi-structured interviews with UNICEF staff and partners | | | | |
| | Sustainability | | | | |
| # | Systematic documentary review, applying structured tools | | | | |
| # | Semi-structured interviews with UNICEF staff and partners | | | | |
| # | Interviews with key informants, particularly national representatives | | | | |
| | Impact | | | | |
| # | Analysis of results data from UNICEF M&E systems | | | | |
| # | Analysis of national indicator data | | | | |
| # | Systematic documentary review, applying structured tools | | | | |
| # | Semi-structured interviews with UNICEF staff and partners | | | | |

Methods for ensuring validity and reliability at analysis stage will include:

- # Triangulation # to confirm and corroborate results reached by different methods # e.g. confirming that the articulation of HRBAs present in documentation is reflected in organizational practice
- # Complementarity - to explain and understand findings obtained by one method by applying a second. E.g. explaining and understanding the nuances around the design of particular strategies and interventions
- # Interrogation - where diverging results emerge from the application of different methods # these will need to be interrogated to either reconcile, or explain, the differences apparent.
- # Validation of evaluation findings and conclusions with the Reference Group and UNICEF staff.

Limitations

The most important limitations include limited availability of reliable and disaggregated data related to the situation of children across different vulnerable groups and the lack of comprehensive theory of change of the country programme. Therefore, a theory of change for the country programme will need to be reconstructed by the evaluation team as part of the evaluation inception phase. Non-systematic development and documentation of the theory of change for some programme areas may also hinder assessment of effectiveness and efficiency of the strategies.

Ethical and other considerations

The evaluation should follow UN Evaluation Group Norms and Standards # including ensuring that the planned evaluation fully addresses any ethical issues. The consultants should also adhere to UNICEF's Evaluation Policy, to UNEG's ethical guidelines for UN evaluations and to UNICEF Reporting Standards. Evaluation team members will sign a no conflict of interest attestation.

Key features of the ethical code to be applied are:

- # Respecting gender and human rights principles throughout the Evaluation process, including; the protection of confidentiality; the protection of rights; the protection of dignity and welfare of people; and ensuring informed consent. Feedback will be provided to participants wherever possible, and data validation will take place at all levels with participant consent, including with UNICEF.
- # Maximising the degree of participation of stakeholders in the Evaluation itself wherever feasible and a commitment to using participatory approaches in field studies in particular.
- # Ensuring that the Evaluation matrix (above) integrates CEDAW, CRC and human rights commitments
- # Disaggregating data by gender, geography, and social groups where feasible
- # Ensuring that outputs use human-rights and gender-sensitive language. Special care taken in relation to any contact that the evaluation team has with children.

The evaluation team is expected to clearly identify any potential ethical issues and approaches, as well as the processes for ethical review and oversight of the evaluation process in their proposal.

The UNEG Guidance on Human Rights and Gender Equality in Evaluation will be fully applied throughout. In

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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|------|---------------------|----------|------|------------|-------|

addition to investigating and analysing attention to human rights through the evaluation questions, attention will be paid to human rights dimensions during identification of stakeholders and their interests, during selection of interviewees and in the selection of methods, timeframe etc.

Quality Assurance

Reports will be prepared in English, according to the UNICEF House Style and UNICEF standards for evaluation reports and Global Evaluation Reports Oversight System (GEROS) guidelines. UNICEF retains an external company who reviews TORs, Inception Reports and Final Reports using a quality matrix based on UNEG Standards. The evaluation report will not be cleared by UNICEF until the report is assessed as #green# or highly satisfactory by the external facility.

Draft deliverables will be submitted in Word format, with final deliverables delivered in both word and pdf. All objects/graphics in the ER must be editable to allow for eventual translation and/or reformatting. Presentations may use PowerPoint or other formats, as appropriate.

The Evaluation Team members takes the primary responsibility for the quality of the main evaluation products, ensuring a rigorous process of data collection, analysis and synthesis to minimise errors. The process of on-going triangulation and verification, described above, will help ensure this, as will the proposed validation session. No evaluation team member will have any potential conflict of interest with the evaluation object or UNICEF.

Dissemination

The evaluation report will be shared as an electronic copy with key national stakeholders and uploaded on the GEROS website. The learnings acquired through the country programme evaluation will be shared widely by incorporating them in the next country programme document, UNDAF as well as existing reports and publications, such as the country office#s annual report or other key reports.

Timing/duration of contract:

Dec 2018 # June 2019

Process and timing

The section above has set out the components of the evaluation. These will be organised according to the following process and timing:

INCEPTION (December 2018 - February 2019)

- i. Preliminary desk review and discussion with UNICEF team
- ii. In preparation for the in-country evaluation mission, all team members will participate in an introductory skype call with the UNICEF Serbia Country Office counterparts, which will be organized by the Evaluation Manager. The purpose of the introductory call is to provide the Evaluation Team with a #light# overview of the respective programme history, changes that have taken place in terms of programming environment or changes in the lives of children, innovation, and successes
- iii. Refining evaluation questions and in-depth evaluability assessment
- iv. Preparation of the Inception Report and data collection and analysis tools

IMPLEMENTATION (March)

- i. Fieldwork in Serbia
- ii. End of mission Debriefing

ANALYSIS AND REPORTING (April-June)

- i. Data analysis and processing
- ii. Preparation and submission of draft evaluation report
- iii. Stakeholder review and submission and consolidation of feedback
- iv. Presentation by TL of final draft report in Serbia and discussion/validation meeting
- v. Submission of final report by TL

Preparation of Management Response and Dissemination July 2019.

Interaction and debriefing will take place at various points e.g.: at the inception phase, at the end of the field mission; and through a face-to-face presentation once the final report has been drafted. Further interactions will be

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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conducted as deemed necessary throughout the evaluation period.

Terms of payment:

All payment terms will be indicated in the institutional contract upon selection of the successful company.

30 % of the payment is due after the deliverable of final Inception report.

30 % of the payment is due after the submissions of approved draft report.

30 % of the payment is due after the submission of the final synthesis evaluation report.

10% of the payment is due after the integration of any final comments and corrections to the final synthesis evaluation report.

Inception reports and final synthesis evaluation report will be considered final after satisfactory review by the external review facility and the approval of the Reference Group.

Nature of Penalty Clause in Contract

UNICEF reserves the right to withhold all or a portion of payment if performance is unsatisfactory, if work/outputs is incomplete, not delivered or for failure to meet deadlines (fees reduced due to late submission: 20 days - 10%; 1 month -20%; 2 months -30%; more 2 months # payment withhold). All materials developed will remain the copyright of UNICEF and UNICEF will be free to adapt and modify them in the future.

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

Qualifications/specialized knowledge/experience required to complete the task:

The evaluation will be carried out by a team of 2-3 international consultants (including the Team Leader) and one national expert (to be recruited by the company). The TL will be involved in the selection of all team (international and national experts) members. All consultants should have substantive expertise in leading or conducting evaluations and should not have any conflict of interest with respect to UNICEF.

The team will include members who together form an appropriate balance of expertise and practical knowledge in the following areas:

Early Childhood Development (ECD);

Adolescent/youth programming;

Public finance and social policy.

The national consultant should be an expert in child rights or at least one of the above areas. Companies responding to the tender should plan to hire interpreters separately as necessary.

As a general guide, the level of effort and duration of the evaluation suggest that the Team Leader should be allocated a total of 50 days and team member should be allocated up to 40 days (depending on the distribution of work and missions across the team).

Evaluation Team: Required qualifications and areas of expertise

The evaluation will have to be conducted by a gender-balanced team comprising a sufficient number of qualifying international evaluators covering the below requirements:

Team-leader with documented extensive experience (at least 8 full years) in conducting complex development evaluations (having conducted evaluations for UNICEF is an asset, having evaluations positively rated by UNICEF's quality assurance system is an additional asset);

Two other evaluator(s) with documented experience (at least 5 full years) in conducting development evaluations (having conducted evaluations for UNICEF is an asset);

At least one team member with proven expertise in each of the following areas: early childhood development

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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| | <p>(ECD), adolescent/youth programming, public finance and social policy</p> <ul style="list-style-type: none"> # At least one team member with proven extensive experience in quantitative and qualitative data collection and analysis; # At least one team member with proven experience in planning of complex programmes and exposure to UN strategic planning processes (exposure to UNICEF planning is an asset); # All team members with experience of working in developing countries, at least one team member with experience in Western Balkans (previous work in Serbia is an asset); # At least one team member with solid knowledge on child rights, HRBA and gender equality; # Excellent report writing skills in English; # Good communication skills # Fluency in English, fluency in Serbian is an asset. <p>The team may be an international institution or a group of international evaluators and it should be complemented by at least one national expert and national consultants for support in translation, organization of the in-country agenda, and interpretation of findings from a country-specific stand point if needed.</p> <p>The team is responsible to ensure that the process is in line with the United Nations Evaluation Group (UNEG) Ethical Guidelines (http://www.uneval.org/search/index.jsp?q=ETHICAL+GUIDELINES). The evaluator(s) should be sensitive to beliefs, manners and customs and act with integrity and honesty in their relationships with all stakeholders. Furthermore, they should protect the anonymity and confidentiality\ of stakeholders, individual information. All participants should be informed of the context and purpose of the evaluation, as well as of the confidentiality of the information shared.</p> | | | | |

Common tasks and duties for all evaluation team members

1. All team members are requested to refer attentively to the documentation made available in the evaluation shared folder, including the ToR, context information and information on and preparatory analysis of UNICEF#s interventions.
2. All team members are requested to familiarize themselves with UNICEF#s global normative products in the substantive areas for which they are responsible. These are available on the UNICEF website www.unicef.org.
3. Complementary to the evaluation ToR, the evaluation team leader will prepare a number of orienting documents and tools (including an evaluation matrix) in discussion with the evaluation team. These documents should be read by all team members and will be used as a framework for guiding the questions to be asked and data to be gathered during the evaluation.
4. All team members will contribute to concise written reports a) at the end of the desk review phase and prior to the start of the field mission (3-5 pages), b) at the end of the field work as contribution to the preliminary debriefing session, and c) for the draft evaluation reports for each country. Team members will also contribute to the revision of the final synthesis draft evaluation report, reviewing the report in its entirety and making suggestions.

Roles and Responsibility # Team Leader

The Team Leader has the overall responsibility for the Evaluation of the Country Programme in Serbia looking at the relevance, effectiveness, efficiency, impact and sustainability of UNICEF#s and other key interventions for adolescents. Specifically, the tasks of the TL include:

- # Guiding the extensive desk review of existing information on the context, national policies and priorities and UNICEF#s work, including all relevant programme and project documents and reports, previous studies, research and evaluations
- # Developing detailed methodological guidance (inception report) for the team and coaching them in the tools and approach to be used for data gathering and analysis. The guidance will be shaped by UNICEF#s MoRES framework and inquiries into UNICEF performance organized around core roles;
- # Facilitate meetings/interviews with national counterparts and development/humanitarian partners;
- # Provide guidance in preparing Evaluation deliverables;
- Clearly identify any potential ethical issues and approaches, as well as the processes for ethical review and oversight of the evaluation process in their proposal
- # Follow the methodology described in the ToR, prepare check-lists as appropriate and consult with the Team Members as necessary on methodological issues;

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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| # | <p>Coordinate with the Evaluation team to consolidate inputs from Evaluation team and ensure timely delivery of Evaluation products;</p> <p>Manage the evaluation work plan, respecting deadlines for specific activities and inputs described in the work plan;</p> <p>Maintain a high level of communication with the other team members;</p> <p>Review all relevant documentation related to the UNICEF support in Serbia, including inter alia secondary information available in-country such as statistics, studies and surveys related to children and programmatic areas as well as project documents and progress reports, baseline studies, other technical reports, etc;</p> <p>Take part in the evaluation mission to Serbia in March 2019, contributing specifically to information collection and analysis of development and humanitarian work of UNICEF in Serbia;</p> <p>Conduct interviews with a range of key stakeholders and informants;</p> <p>Visit accessible field programmes sites and interview field staff and ultimate beneficiaries, as appropriate and feasible;</p> <p>Assess UNICEF's work and comparative advantage in the context of policies, plans, debates and emerging issues in the Republic of Serbia # and of the work being carried out by other organizations in programmatic sectors as well as in the humanitarian context;</p> <p>Contribute to the team's analysis and discussion of evaluation questions and issues common to the whole team;</p> <p>Lead the consolidation of the team's inputs for the debriefing session(s) and in the presentation of the draft findings to stakeholders;</p> <p>Submit the Inception Report upon completion of the Desk Review, the mission (field visit) an aide memoire upon completion of the Field Mission, the Draft and Final reports, and the a power point presentation on the main findings and recommendations emerging from the evaluation.</p> <p>Note that the inception reports and end reports will be subject to an external quality assurance review prior to being cleared by UNICEF as final deliverables.</p> <p>Evaluation Team Members</p> <p>Pre-mission review of all core documents and documentation specific to the team member role within the team and sectoral focus. Preparation of a 3-5 page desk review, highlighting key questions for the evaluation team.</p> <p>Participation in the evaluation pre-mission preparatory skype discussion, the evaluation mission and end of mission debriefing.</p> <p>Clearly identify any potential ethical issues and approaches, as well as the processes for ethical review and oversight of the evaluation process in their proposal</p> <p>Systematic and rigorous documentation of findings, preparation of a 8-10 page contribution to the evaluation report, written feedback on the consolidated overall evaluation report.</p> | | | | |

Selection criteria:
 Interested companies are requested to submit their technical and financial proposals by 30 November 2018.

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

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

All bidders' proposals will be reviewed by 7 December, 2018. It is expected that the contract with the selected bidder will be signed not later than 17 December.

The overall weighting between technical and price evaluation will be as follows: The technical component will

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
|------|---------------------|----------|------|------------|-------|

account for 70% of the total points allocated and the financial component will account for 30% of the total points allocated.

The assessed technical score must be equal to or exceed 42 of the total 70 points allocated to the technical evaluation in order to be considered technically compliant and for consideration in the financial evaluation.

Technical evaluation

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

Price proposal 30 points

| | | | | | |
|-----------|---|---|----|--|--|
| | final Inception report | 1 | PU | | |
| 20 | Approved draft report | | | | |
| | Approved draft report | 1 | PU | | |
| 30 | Final synthesis evaluation report | | | | |
| | Final synthesis evaluation report | 1 | PU | | |
| 40 | Final comments and corrections to the fi | | | | |
| | Final comments and corrections to the fi | 1 | PU | | |

SPECIAL NOTES

SPECIAL INSTRUCTIONS

1) OFFERS

SEALED OFFERS MUST BE RECEIVED NOT LATER THAN 14:00, BY THE 30 November 2018 at the following address:

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

OR

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

2) Qualified companies with the qualifications and experience are encouraged to submit their Expression of Interest no later than 23 November 2018 to nmarkovic@unicef.org

3) Technical Evaluation Criteria (first envelope) max 70
Technical evaluation (first envelope) or one separate e-mail; attachment password protected with the reference RFP-2018-9144593 Country Programme Evaluation for Serbia:

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

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

Only proposals which receive a minimum of [42] points will be considered further.

4) Price Proposal (second envelope) max 30
or one separate e-mail; attachment password protected
The reference RFP-2018-9144593 Country Programme Evaluation for Serbia:

Price proposal:

1. Price proposal - 30 points

5) Proposal form RFP must be used when replying to this invitation. The reference RFP-9144593 Country Programme Evaluation for Serbia must be indicated in the subject of the e-mails as indicated above.

Passwords for the protected attachments should be sent in separate e-mail to the following e-mail address: nmarkovic@unicef.org.

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

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

A. UNICEF SPECIAL TERMS AND CONDITIONS

1.0 PROCEDURES AND RULES

1.1 Organizational Background

UNICEF is the agency of the United Nations mandated to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to establish children's rights as international standards of behavior towards children. UNICEF's role is to mobilize political will and material resources to help countries ensure a "first call for children". UNICEF is committed to ensuring special protection for the most disadvantaged children.

1.1.1 UNICEF carries out its work through its headquarters in New York, 8 regional offices and 125 country offices world-wide. UNICEF also has a research center in Florence, a supply operation based in Copenhagen and offices in Tokyo and Brussels. UNICEF's 37 committees raise funds and spread awareness about the organizations mission and work.

1.2 Purpose of the Request For Proposal for Services

The purpose of this RFPS is to invite proposals for

Long Term Agreement for the support in public relations (PR)

1.3 Forecast Schedule

The schedule of the contractual process is as follows:

- a) Closing date and time for submission of full proposal: 14:00 on 30 November, 2018
- b) Estimated date of Signature of contract: 17 December 2018

1.4 RFPS Change Policy

All requests for formal clarification or queries on this RFPS must be submitted in writing to Natasa Markovic via e-mail to nmarkovic@unicef.org or via fax to +381 11 3602 199. Please make sure that the e-mail or fax mentions the RFPS reference number.

Only written inquiries will be entertained. Written response (including an explanation of the queries without identifying the sources) will be sent to all the bidders that have received the solicitation document and will also be published on all the media (websites) where the RFPS had been published.

Proposers are expected to examine all instructions pertaining to the work. Failure to do so will be at Proposer's own risk and disadvantage.

1.5 RFPS Response Format

The RFPS shall be responded in accordance with the Instruction to Proposers. Proposals received in any other manner will be invalidated.

Full proposals should be submitted in ENGLISH and must be received no later than 14:00 on 30 November, 2018.

Offers delivered in a different form than prescribed in this RFPS, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected. Any delays encountered in the mail delivery will be at the risk of the Proposer.

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

The Proposer must also provide sufficient information in the proposal to address each area of the Proposal Evaluation Criteria as presented in this document to allow the evaluation team to make a fair assessment of the candidates and their proposal.

1.6 Proposer's Response

1.6.1 Formal submission requirements

The formal submission requirements as outlined in this Request for Proposal for Services must be followed, e.g. regarding form and timing of submission, no price information in the technical proposal, etc.

1.6.2 Proposal Form

The scan copy of RFPS Form shall be completed, duly signed and dated. The RFPS form must be submitted together with the proposal.

1.6.3 Mandatory criteria

All mandatory (i.e. must/have to/shall/will) criteria mentioned throughout this Request for Proposal for Services should be addressed and met in your proposal.

1.6.4 Technical Proposal

The technical proposal should address all aspects and criteria outlined in this RFPS, especially in its statement of work, terms of reference and evaluation criteria of this RFPS. However, all these requirements represent a wish list from UNICEF. The Proposers are free to suggest/propose any other solution. UNICEF welcomes new ideas and innovative approaches.

No price information should be contained in the technical proposal.

1.6.5 Price Proposal

The price proposal should be as per but not limited to the requirements contained in the statement of work and terms of reference of this RFPS.

1.7 Confidential Information

Information, which the Proposer considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will treat such information accordingly.

1.8 Rights of UNICEF

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF reserves the right to invalidate any Proposal received from a Proposer who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Proposer who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Proposer in preparing the response to this Request for Proposal. The Proposer agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal. Specifically, UNICEF reserves the right to:

- contact any or all references supplied by the Proposer(s);
- request additional supporting or supplementary data (from the Proposer(s));
- arrange interviews with the Proposer(s);
- reject any or all proposals submitted;
- accept any proposals in whole or in part;
- negotiate with the service provider(s) who has/have attained the best rating/ranking, i.e. the one(s) providing the overall best value proposal(s);
- Contract any number of candidates as required to achieve the overall evaluation objectives.

1.9 Proposal Opening

Due to the nature of this RFPS, there will be no public opening of proposals.

1.10 Proposal Evaluation

After the opening of proposals, each proposal will be assessed first on its technical merits and subsequently on its price. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the Contracting Centre where the financial evaluation will be done of proposals that have reached the minimum technical score required.

The evaluation criteria will be a split between technical and financial scores (a 70/30 split). UNICEF will award the contract to the vendor whose response is of high quality, clear and meets the projects goals with the best overall value, composed of technical merit and price. Please see the detailed evaluation criteria on the terms of reference.

The evaluation panel will first evaluate each response for compliance with the requirements of this RFPS. 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 RFPS, including provision of all required information, may result in a response or proposal being disqualified from further consideration. The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the technical criteria specified in the - Terms of Reference (TOR).

Technical scores to be given based on the Technical Evaluation Criteria set forth in the - Special Terms.

The Proposers should ensure that all pricing information is provided in accordance with the following:

The currency of the proposal shall be in RSD Invoicing will be in the currency of the proposal. All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

1.11 Property of UNICEF

This RFPS, along with any responses there to, shall be considered the property of UNICEF and the proposals will not be returned to their originators. In submitting this proposal the Proposer will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFPS.

1.12 Validity

Proposal must be valid for a minimum of ninety (90) days from the date of opening of this RFPS and must be signed by an authorized representative of the legal entity submitting the proposal. Proposers are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

1.13 Full right to use and sell

The Proposer warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF rights to use, sell, dispose of or, otherwise, deal with any service or outcome that may be acquired under any resulting Contract.

1.14 Payment Terms

Payment will be made only upon UNICEF's acceptance of the work performed. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing. Financial proposals should include any offered discounts based on earlier payment, if available. The proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

1.15 Contractual Terms and Conditions

The UNICEF General Terms and Conditions for Services are attached and will form part of any contract resulting from this RFPS.

INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

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

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

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:

Name of company
[RFP(S) NO.]
[NAME OF UNIT & UNICEF OFFICE ADDRESS]

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF PROPOSALS

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

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

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

3. UNGM REGISTRATION

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

4. AWARD NOTIFICATION

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

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 fulfilment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF's security and other regulations and instructions for such access and use, including, but not limited to, UNICEF's information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF's premises, facilities or systems.

2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and 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

ANNEX A GENERAL TERMS AND CONDITIONS

the Contract and may at any time evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to UNICEF, and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the 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 fulfill its obligations under this Article 5.7; provided that any such policies and description provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will 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 arbitration proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

Additional Termination Rights of UNICEF

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

- (a) 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.