

LE FONDS DES NATIONS UNIES POUR L'ENFANCE (UNICEF) BURUNDI

**Lance une demande de propositions en vue d'établir un Contrat Institutionnel
pour :**

**« Consultancy services for assessment of climate risks to WASH sector and concept note
development for climate resilient WASH »**

Date d'émission : 3.06.2021

Date de clôture : 24.06.2021

INFORMATIONS IMPORTANTES - ESSENTIELLES

Les offres peuvent être envoyées à l'adresse suivante :

UNICEF 3UN TANGANYIKA HOUSE KABONDO OUEST AV. GITEGA

BP 1650 Bujumbura, BURUNDI

A l'attention de :

UNITE APPROVISIONNEMENTS ET LOGISTIQUE avec la référence LRFP-BRD-2021-9167516

Ou par Email à burundisupply@unicef.org

Les offres seront reçues au bureau (à la réception dans l'urne prévue à cet effet) par les dépôts physique, courrier express ou par courrier Electronique à burundisupply@unicef.org au plus tard le **24.06.2021 à 16h00**, heure de Bujumbura (GMT+2).

L'enveloppe de l'offre devra porter la référence **LRFP-BRD-2021-9167516**

IMPORTANT : Les offres seront invalidées si elles sont reçues après la date et l'heure stipulées ou envoyées à une adresse autre que celles indiquées dans les instructions aux soumissionnaires même si elles sont reçues avant le délai indiqué.

Les demandes d'informations supplémentaires ou de clarification doivent être envoyées par écrit à Burundi_Supply@unicef.org au plus tard le **18 Juin 2021** pour les questions techniques et les questions liées au document de demande de propositions.

Il est important de lire toutes les dispositions de la présente Demande de Propositions de Services, pour bien comprendre les conditions de l'UNICEF et pouvoir soumettre une offre qui respecte ces conditions. Notez que si votre offre n'est pas conforme, elle sera tout simplement invalidée.

REQUEST OF PROPOSAL: LRFP-BRD-2021-9167516

DATE: 3 June 2021

The United Nations Children's Fund (UNICEF) in Burundi is looking for an International Institutional Contractor to provide " **Consultancy services for assessment of climate risks to WASH Sector and Concept Note development for Climate resilient WASH** "

Interested consultants are invited to send their offers, in non-editable format, such as secure PDF format or image format such as JPEG, to the following address:

- **Electronic Address** : E-mail address: burundisupply@unicef.org, on **24 June 2021 no later than 4:00 PM** , Burundian hour (GMT+2)

or by direct deposit to:

Physical adress : UNICEF BURUNDI

**3 UN Tanganyika House,
Kabondo Ouest, avenue Gitega, Bujumbura
Att : Supply and Logistics Unit**

IMPORTANT-ESSENTIAL INFORMATION

The reference "**LRFP-BRD-2021-9167516** " **Consultancy services for assessment of climate risks to WASH Sector and Concept Note development for Climate resilient WASH** " must be included in the title of the correspondence containing the offer. Offers must be received no later than **24 June 2021**. Bids received after the stipulated date and time will be voided. The opening of the bids will not be public.

SECTION I: INSTRUCTIONS TO BIDDERS

A. Background

Burundi is a small, landlocked country with abundant natural resources, especially minerals and hydropower potential, but years of conflict have severely damaged its economic structure and contributed to widespread poverty. Agriculture (mainly rain-fed) is its primary economic sector, employing 90% of its inhabitants. The country is one of the most densely populated countries in the world (approximately 380 people per square km), has a high population growth, and yet only 36% of the country is arable. The annual population growth is 3.1%, among the highest in the world. The country's population is projected to more than double by 2050 a fact that will create a high pressure on natural resources.

Annual rainfall and average temperature differ by location and by season. Changes in the duration of wet and dry seasons have recently been observed. Total precipitation has declined, the long-wet season ends sooner (often in April) while the short-wet season starts later (in October). This means that the 'long dry season' is further prolonged and can now be considered to last from May to September. Moreover, an increase of 0.8°C in average temperature has been observed between 1930 and 2012. This intensification of dry and wet seasons results in more severe droughts and floods.

The projected impact of climate change will further threaten food security and water availability. Changes in precipitation patterns and frequency of extreme events affect the quality and quantity of water supplies and have an impact on the sustainability of sanitation and hygiene behaviors. Climate change coupled with the rapid population growth and degrading natural resources makes the Burundian population more vulnerable and puts their socio-economic development at risk.

Water is the primary medium through which climate change influences the Earth's ecosystem and thus the livelihood and well-being of societies. Climate change directly impacts water resources and water services for all economic, social and environmental functions that water supports. Therefore, the impacts reach into many sectoral interests such as health, tourism, agriculture and industry.

Burundi is one of the few countries in which access to basic sanitation in urban areas is lower than in rural areas; although 81 per cent of the population (78 per cent rural; 98 per cent urban) has had access to improved sources of drinking water in 2017, only 61 per cent of the population could obtain safe drinking water within a 30-minute round-trip from their households. Access to basic sanitation remains limited: only 46 per cent of the population (46 per cent rural; 42 per cent urban) were having access to at least basic sanitation facilities against 45 percent in 2000. Overall, the main barriers to access to basic sanitation services include low quality of sanitation infrastructure, lack of maintenance of existing infrastructure, and difficulty sustaining community mobilization to achieve open defecation-free (ODF) status.

While the proportion of the population using surface water has fallen to 5 per cent, the proportion resorting to unimproved sources remains at 15 per cent in rural areas. The main obstacle to accessing safe drinking water in rural areas is the shortage in service coverage. The lack of water points in public facilities, including schools and health centres, remains widespread: more than half of schools lack water points (MoE 2015-16) and, in rural areas, only 70 per cent of health facilities have access to an improved water source within a distance of 500 meters (MoH 2017).

Given the clear climate-related risks Burundi is facing, the Government of Burundi and UNICEF are partnering to comprehensively and strategically strengthen WASH adaptation programming and support resource mobilization for climate resilient WASH programming in Burundi, guided by national climate processes and the Strategic Framework for WASH Climate Resilient Development (developed under a collaboration between Global Water Partnership and UNICEF), “to advance sector thinking around WASH and climate change, cutting across both development and emergency preparedness programmatic spheres”.

Climate and the environment are crucial determinants of child survival and development. Children are especially susceptible to air and water quality, temperature, humidity and vector-borne infections due to their less-developed physiology and immune systems. Additionally, epidemiological studies on climate and disease transmission show that many of the main killers of children are highly sensitive to climate variability. UNICEF’s Water, Sanitation and Hygiene (WASH) programming cannot be achieved without due consideration of the risks posed by a changing climate and the resulting extreme events.

The NAPA of 2007 identifies water resources as a vulnerable sector in which adaptation solutions need to be developed. They are among the priority actions, specifically the management of water catchment areas. Changes in rainfall patterns and watershed management have an impact on the availability of water for consumption, and consequently on the health of people, especially the most vulnerable.

Burundi is working to engage in adaptation to climate change, but there is still a long way to go. This is the result of the Burundi’s low readiness to access and absorb climate finance. Crucial institutional and legal policy frameworks are being recently developed or under preparation. Burundi has prepared national strategies and policies for climate change and participated in the UNFCCC conferences and agreements and it is a member country of the NDC-Partnership, however, a work plan for support activities has not been prepared, while the National Adaptation Plan (NAP) is still under preparation.

It is essential to support Burundi to access the necessary financial resources, including access to the Global Climate Fund (GCF) to implement projects to protect water resources and improve water supply.

In order to mitigate the effects of climate change on the water supply and reduce climate-related child mortality and morbidity, the government recognizes the need to fully understand the impacts of climate change on water resources and impacts on communities in order to effectively introduce Water Sanitation and Hygiene (WASH) aspects into its climate response agenda. The data collected will deepen understanding the impacts of climate change on water resources and the resultant impacts on drinking water supply systems. It will serve to appraise and prioritize alternatives and develop a pipeline of solutions to address the issues encountered based on real evidence. The solutions will be aimed at the protection of water resources, reinforcement of water supply systems, building community resilience and to reducing the risk to the health and wellbeing of the most vulnerable, especially children.

Justification

The purpose of this assignment is to support UNICEF and the Government of Burundi to strengthen WASH adaptation programming in Burundi through WASH climate risk analysis and identification of viable adaptation options in order to achieve climate resilient WASH programming in Burundi; and support resource mobilization for climate resilient WASH programming through the development of a project concept note and a proposal.

In order to strengthen climate adaptation and mobilize resources for climate resilient WASH programming in Burundi, a WASH climate risk analysis has to be undertaken to inform identification of viable adaptation options; capacity strengthening needs; relevant policy development and/or review; and development of proposals to attract relevant funding opportunities.

B. Objective/Target

The objectives of the consultancy are to:

1. Conduct WASH climate risk analysis to advance understanding on climate impacts to WASH sector;
2. Identify viable and most effective adaptation options aligned to national priorities to strengthen the resilience of WASH services; inform strengthening capacities of governments and communities to increase climate resilience by addressing the risks posed by climate change in WASH and integrating climate resilience into national or sub-national policy and planning on WASH.
3. Given the landscape and findings of the climate risk analysis, identify entry points and potential (GCF and other donors) project ideas for best UNICEF engagement to address climate change in WASH and integrating climate resilience into national or sub-national policy and planning on WASH.
4. Provide recommendation to UNICEF Burundi Country Office on how to support the Government to increase climate resilience on WASH
5. Develop a project concept note for a Green Climate Fund (GCF) Simplified Adaptation Proposal (SAP) to implement some of the identified adaptation options to contribute to climate resilient WASH programming in Burundi.

Develop a multi-sectoral proposal for the continuation of an IKI (International Climate Initiative)-funded project. Identify potential partners and possibility of project development through a UN consortium.

C. Cost of the mission

The bidder will take charge of all costs related to the preparation and submission of the proposal. Under no circumstances can UNICEF and its partners be held accountable or liable for these expenses, irrespective of the outcome or the result obtained by the proposal.

D. Request for service proposal Documents

1. Clarification of the request for service proposal Documents

Any request for clarification or information concerning this request for proposal should be sent in writing by email by **18th June 2021** at the latest, to: Burundi_Supply@unicef.org

Replies to written requests will be sent in writing to all companies/institutions that have already manifested themselves for this request for proposals, without however identifying the origin of the application.

2. Amendment of the request for service proposal Documents

At any time before the deadline for submission of proposals, UNICEF may for any reason whatsoever, on its own initiative or in response to a request for clarification from a prospective bidder, amend the request documents for service proposals by an amendment.

All potential bidders who have received the request for service proposals documents will be informed in writing of all amendments to the request for service proposal documents. It is therefore necessary to acknowledge receipt in writing of this document.

To allow prospective bidders sufficient time to consider the amendments in the preparation of their bids, UNICEF may, in cooperation with its partners, in its own discretion, extend the deadline for submitting Proposals.

E. Preparation of proposals

1. *Language of the proposal*

Proposals prepared by the bidder as well as all correspondence and documents relating to the proposal exchanged between the bidder and UNICEF will be written in English. Any other written document provided by the bidder may be written in another language, if it is accompanied by a translation of its relevant parts in French, in which case, for the purposes of interpretation of the proposal, the text in English shall prevail.

2. *Documents constituting the proposal*

The proposal will include the following documents:

- The proposal submission form;
- The technical and operational part of the proposal, including documentation demonstrating that the tenderer meets all the stipulated specifications;
- The cost table (financial proposal), completed in accordance with the instructions of the request for proposals.

3. *The costs of the proposal*

The bidder will indicate the costs of the services it proposes to provide under this tender document in a costing table, an example of which is attached to the present request for service proposal Documents.

F. Currency of the proposal

All costs will be shown in USD

G. Period of validity of the proposals

The proposals will remain valid at least for ninety (90) days following the opening date of the proposals adopted by UNICEF, in accordance with the deadline clause. A proposal that has a validity period of less than 90 days will be liable to be rejected due to non-response to specifications.

In exceptional circumstances, UNICEF may request the bidder to accept an extension of the validity period of its offer. This request and the replies thereto must be made in writing. The bidder accepting this request will not be asked or allowed to amend its proposal.

H. Format and signature of proposals

As part of their bid, bidders should submit two proposals in separate emails with the subject clearly indicated as follows: “ **LRFP-BRD-2021-9167516 Consultancy services for assessment of climate risks to WASH Sector and Concept Note development for Climate resilient WASH** ” to the e-mail address below. One email should contain a technical proposal and the second email should contain the financial proposal. Each email should be clearly marked “Technical proposal” or “Financial proposal” as the case may be.

Offers or proposals must be attached as files attached to the electronic submission and any attachment must be in a non-editable format, such as secure PDF format or image format such as JPEG.

Financial offer must be protected by a password which the bidder shall communicate to UNICEF purchasing unit on the day of the opening of the financial offers.

The maximum possible size is 3MB.

Email address: burundisupply@unicef.org

N.B. It is mandatory that the financial offer does not appear in the technical offer. A breach is a reason for exclusion.

UNICEF is not obliged to accept the lowest or any bid.

1. *Deadline and place of submission of proposals*

- Proposals must be submitted or sent to the e-mail address indicated above no later than **June 24th, 2021 at 4:00 (P.M)**, Bujumbura local time (GMT+2),
- Any offer received after the date indicated will not be considered;
- No proposal can be changed after the date fixed for the submission of bids.

2. *Opening of Proposals*

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

3. *Clarification to offer the request for clarification on a proposal and the reply made to it will be formulated*

The request for clarification on a proposal and the reply made to it will be formulated by email and no change in the amount or content of the submission is sought, unless it is necessary to confirm the correction of errors for the evaluation of the bids.

J. Payment

UNICEF will pay the contracting consultant only after acceptance of the invoices submitted by it, upon completion of the corresponding implementation deadlines.

k. Deadline for submitting proposals

UNICEF must receive the proposals at the address specified in the sealing and marking of proposals clause, no later than the local day and time stipulated.

UNICEF may, at its own discretion, extend the deadline for submitting proposals by amending the request for service proposal documents in accordance with the clause on the amendment of the request for service proposal documents, in which case all the rights and obligations of UNICEF and the bidders previously subject to the old deadline will then be subject to the new period as extended.

l. Proposals filed out of time

Any proposal received by UNICEF after the deadline as specified in the clause on the deadline for submitting proposals will be rejected.

m. Amendment and withdrawal of proposals

The bidder may withdraw its proposal after deposit, if a written notification is received by the UNICEF purchasing unit before the deadline for submitting proposals.

The tenderer's withdrawal notification shall be prepared, sealed, marked and sent in accordance with the provisions of the clause on the deadline for submitting proposals. The withdrawal notice can also be sent by fax or by e-mail, but in this case, it must be followed by a signed confirmation copy.

No proposal can be changed after the deadline for submitting proposals.

No proposal may be withdrawn in the period between the deadline for submitting proposals and the expiry date of the period of validity of the proposal specified by the tenderer in the proposal submission form.

n. Opening and evaluating proposals

1. Opening of proposals

The UNICEF Supply unit will proceed with the opening of proposals in the presence of the nominated evaluation committee members representing Social Policy Section.

2. Clarification of proposals

To facilitate the examination, evaluation and comparison of proposals, UNICEF may, at his discretion, request the bidder to clarify his proposal. The request for clarification and the response must be made in writing, and no changes to the costs or content of the proposal will be requested, proposed or permitted.

o. Preliminary examination

UNICEF will review the proposals to ensure that they are complete, that they do not include any miscalculations, that the documents have been duly signed and that these proposals meet the overall requirements.

The arithmetic errors will be rectified on the following basis: if there is a discrepancy between the unit price and the total price obtained by multiplying the unit price and the quantity, the unit price will prevail, and the total price shall be corrected by taking This as a base. If the bidder does not accept the correction of the errors, his proposal will be rejected. If there is a discrepancy between the amounts in figures and in letters, the amount in letters will prevail.

Before detailed review, the purchaser will assess the degree of substantial response of each proposal to the request for service. For the purposes of these clauses, a proposal providing a substantial response is a proposal that complies with all the specifications and conditions of the solicitation without major deviation.

The purchaser's determination of the level of response of the proposal must be based on the content of the proposal itself, regardless of any extraneous reason whatsoever.

A proposal whose substantial response is deemed insufficient by the purchaser will be rejected without the bidder being able to make it more compliant by correcting it.

p. Evaluation and comparison of proposals

1. Preliminary assessment

Prior to the actual bid analysis, the Ad Hoc Evaluation Committee constituted for that purpose will proceed to the elimination of bids which do not conform to the tender dossier.

The bids will be rejected:

- Filed after the deadline for bidding;
- Not fulfilling the conditions for participation in the consultation;
- Not containing the information required for the submission of bids;
- Presented by the same person under different denominations without being in a recognized momentary association
- Presented with false documents or information
- Discrepancies between the information contained in the outer envelope and those included in the inner envelope.

At the end of this evaluation phase, the Evaluation Committee shall note the following information on the minutes:

- The number and status of bids received;
- Rejected bids and clear reasons for rejection.

3. Evaluation process and methods:

A- Weighting of proposals

70% technical proposal

30% financial proposal

100% total

B- Conditions

Consulting fees include fees, all administrative costs and travel expenses (see UNICEF standards, procedures and conditions).

Consultants must take the online courses on ethics in research available in the AGORA portal "Introduction to Ethics in evidence generation" and present the certificates to the UNICEF.

Each Proposal will be evaluated against a weight allocation of [70%] for the technical

proposals and [30%] for the fee proposal. The total maximum obtainable points are 100. The UNICEF evaluation team will select the Proposal which is of high quality, clear and meets the stated requirements and offers the best combination of technical and price score.

The evaluation of the proposals takes place in two times. The evaluation of the technical proposal is completed before the opening and the comparison of the financial proposals. The financial proposal will only be evaluated for the bids meeting the minimum technical score of 70 points on a maximum total score of 100 points

The lowest financial offer will be awarded the maximum score 30. And the other notes will be calculated on the classic basis of the rule of three.

$NFA = FM/FA \times 30$

NFA = Cost of the offer to be evaluated

Fm = Financial proposal less saying

The sum of the technical and financial notes weighted respectively at 70% and 30% will constitute the final note.

$\text{Final note} = (\text{Technical note} \times 0.7) + (\text{Financial Note} \times 0.3)$

The best offer will be the company that will have the maximum cumulative points and/or the most interesting financial offer if the difference of the points does not exceed 5%.

Through its procedures, UNICEF reserves the right not to follow up on this proposal and to give no justification as to the choice made.

Negotiation: UNICEF reserves the right to negotiate with the Bidder (s) that has/have obtained the best rating, i.e. those providing the overall best value Proposal.

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

SECTION II- TERMS OF REFERENCE: Consultancy Services for assessment of climate risks to WASH Sector and Concept Note development for climate resilient WASH

Mission	Consultancy Services for assessment of climate risks to WASH Sector and Concept Note development for climate resilient WASH
Purpose	To undertake WASH climate risk analysis, identify viable adaptation options aligned to national priorities and develop a project concept note for a Green Climate Fund (GCF) Simplified Adaptation Proposal (SAP) to achieve climate resilient WASH programming in Burundi.
Type of contract	International Institutional Contractor
Duration	15 weeks within 6 months
Location	Bujumbura - Burundi
Reporting to	Chief WASH

1.0 Background

Burundi is a small, landlocked country with abundant natural resources, especially minerals and hydropower potential, but years of conflict have severely damaged its economic structure and contributed to widespread poverty. Agriculture (mainly rain-fed) is its primary economic sector, employing 90% of its inhabitants. The country is one of the most densely populated countries in the world (approximately 380 people per square km), has a high population growth, and yet only 36% of the country is arable¹. The annual population growth is 3.1%², among the highest in the world. The country's population is projected to more than double by 2050 a fact that will create a high pressure on natural resources.

Annual rainfall and average temperature differ by location and by season. Changes in the duration of wet and dry seasons have recently been observed. Total precipitation has declined, the long-wet season ends sooner (often in April) while the short-wet season starts later (in October). This means that the 'long dry season' is further prolonged and can now be considered to last from May to September. Moreover, an increase of 0.8°C in average temperature has been observed between 1930 and 2012. This intensification of dry and wet seasons results in more severe droughts and floods.

The projected impact of climate change will further threaten food security and water availability. Changes in precipitation patterns and frequency of extreme events affect the quality and quantity of

water supplies and have an impact on the sustainability of sanitation and hygiene behaviors. Climate change coupled with the rapid population growth and degrading natural resources makes the Burundian population more vulnerable and puts their socio-economic development at risk.

Water is the primary medium through which climate change influences the Earth's ecosystem and thus the livelihood and well-being of societies. Climate change directly impacts water resources and water services for all economic, social and environmental functions that water supports. Therefore, the impacts reach into many sectoral interests such as health, tourism, agriculture and industry.

Burundi is one of the few countries in which access to basic sanitation in urban areas is lower than in rural areas; although 81 per cent of the population (78 per cent rural; 98 per cent urban) has had access to improved sources of drinking water in 2017, only 61 per cent of the population could obtain safe drinking water within a 30-minute round-trip from their households. Access to basic sanitation remains limited: only 46 per cent of the population (46 per cent rural; 42 per cent urban) were having access to at least basic sanitation facilities against 45 percent in 2000. Overall, the main barriers to access to basic sanitation services include low quality of sanitation infrastructure, lack of maintenance of existing infrastructure, and difficulty sustaining community mobilization to achieve open defecation-free (ODF) status.

While the proportion of the population using surface water has fallen to 5 per cent, the proportion resorting to unimproved sources remains at 15 per cent in rural areas. The main obstacle to accessing safe drinking water in rural areas is the shortage in service coverage. The lack of water points in public facilities, including schools and health centres, remains widespread: more than half of schools lack water points (MoE 2015-16) and, in rural areas, only 70 per cent of health facilities have access to an improved water source within a distance of 500 meters (MoH 2017).

Given the clear climate-related risks Burundi is facing, the Government of Burundi and UNICEF are partnering to comprehensively and strategically strengthen WASH adaptation programming and support resource mobilization for climate resilient WASH programming in Burundi, guided by national climate processes and the Strategic Framework for WASH Climate Resilient Development (developed under a collaboration between Global Water Partnership and UNICEF), "to advance sector thinking around WASH and climate change, cutting across both development and emergency preparedness programmatic spheres".

Climate and the environment are crucial determinants of child survival and development. Children are especially susceptible to air and water quality, temperature, humidity and vector-borne infections due to their less-developed physiology and immune systems. Additionally, epidemiological studies on climate and disease transmission show that many of the main killers of children are highly sensitive to climate variability. UNICEF's Water, Sanitation and Hygiene (WASH) programming cannot be achieved without due consideration of the risks posed by a changing climate and the resulting extreme events.

The NAPA of 2007 identifies water resources as a vulnerable sector in which adaptation solutions need to be developed. They are among the priority actions, specifically the management of water catchment areas. Changes in rainfall patterns and watershed management have an impact on the

availability of water for consumption, and consequently on the health of people, especially the most vulnerable.

Burundi is working to engage in adaptation to climate change, but there is still a long way to go. This is the result of the Burundi's low readiness to access and absorb climate finance. Crucial institutional and legal policy frameworks are being recently developed or under preparation. Burundi has prepared national strategies and policies for climate change and participated in the UNFCCC conferences and agreements and it is a member country of the NDC-Partnership, however, a work plan for support activities has not been prepared, while the National Adaptation Plan (NAP) is still under preparation.

It is essential to support Burundi to access the necessary financial resources, including access to the Global Climate Fund (GCF) to implement projects to protect water resources and improve water supply.

In order to mitigate the effects of climate change on the water supply and reduce climate-related child mortality and morbidity, the government recognizes the need to fully understand the impacts of climate change on water resources and impacts on communities in order to effectively introduce Water Sanitation and Hygiene (WASH) aspects into its climate response agenda. The data collected will deepen understanding the impacts of climate change on water resources and the resultant impacts on drinking water supply systems. It will serve to appraise and prioritize alternatives and develop a pipeline of solutions to address the issues encountered based on real evidence. The solutions will be aimed at the protection of water resources, reinforcement of water supply systems, building community resilience and to reducing the risk to the health and wellbeing of the most vulnerable, especially children.

2.0 Justification

The purpose of this assignment is to support UNICEF and the Government of Burundi to strengthen WASH adaptation programming in Burundi through WASH climate risk analysis and identification of viable adaptation options in order to achieve climate resilient WASH programming in Burundi; and support resource mobilization for climate resilient WASH programming through the development of a project concept note and a proposal.

In order to strengthen climate adaptation and mobilize resources for climate resilient WASH programming in Burundi, a WASH climate risk analysis has to be undertaken to inform identification of viable adaptation options; capacity strengthening needs; relevant policy development and/or review; and development of proposals to attract relevant funding opportunities.

3.0 Objectives / Target

The objectives of the consultancy are to:

6. Conduct WASH climate risk analysis to advance understanding on climate impacts to WASH sector;
7. Identify viable and most effective adaptation options aligned to national priorities to strengthen the resilience of WASH services; inform strengthening capacities of governments

and communities to increase climate resilience by addressing the risks posed by climate change in WASH and integrating climate resilience into national or sub-national policy and planning on WASH.

8. Given the landscape and findings of the climate risk analysis, identify entry points and potential (GCF and other donors) project ideas for best UNICEF engagement to address climate change in WASH and integrating climate resilience into national or sub-national policy and planning on WASH.
9. Provide recommendation to UNICEF Burundi Country Office on how to support the Government to increase climate resilience on WASH
10. Develop a project concept note for a Green Climate Fund (GCF) Simplified Adaptation Proposal (SAP) to implement some of the identified adaptation options to contribute to climate resilient WASH programming in Burundi.
11. Develop a multi-sectoral proposal for the continuation of an IKI (International Climate Initiative)-funded project. Identify potential partners and possibility of project development through a UN consortium.

4.0 Description of the assignment (Scope of work) / Specific Tasks/ Deliverables

Below are the details of tasks and activities to be undertaken in line with the objectives of the consultancy.

Task 1: Undertake a literature review in order to understand relevant priorities as well as determine WASH climate risks and viable adaptation options applicable for the Burundi context, at National, Sub-national/ watershed and Local/ project levels.

- a) Review climate policies, strategies, plans and any other existing government policies, strategies, and action plans for the WASH sector;
- b) Analysis of climate risks to the WASH sector in Burundi based on existing climate information and assessments of sector-related risks;
- c) Preliminary situational analysis of the current status of implementation of the existing climate policies, including what progress has been made;
- d) Review of best practices in similar countries (*if any*) for improving resilience of WASH sector;
- e) Catalog available guidance documents and tools to assess climate risks to the WASH sector;

Task 2: Conduct field visits/stakeholder workshop to fill in information gaps in situation analysis and climate risk assessment, as well as ground truth desk-based research.

- a) Identify and schedule meetings /a workshop with relevant government officials, research institutions and other stakeholders (e.g. NGOs, CSOs, National Met Service; relevant

programmes and projects) to present preliminary desk review findings and solicit further information.

Task 3: Formulate project options based on the WASH climate risk assessment and viable adaptation alternatives identified in the WASH Sector including defining the level of activities (national, sub national or local level), specifying target locations in Burundi and the potential partners to access to GCF funds.

- a) Liaise with line ministries, the Ministry of Agriculture, Environment and Livestock (NDA) for the Green Climate Fund in Burundi and UNICEF regarding WASH climate risks and priorities as well as the development and the selection of the project options for further development;
- b) Formulate a concept note (using the GCF SAP template) including the following:
 - Executive summary.
 - Project/ programme rationale, objectives and approach of programme/ project;
 - Further elaboration of the climate rationale for the proposed concept;
 - Context and baseline (climate vulnerabilities and impacts; mitigation and adaptation needs; fit with national priorities; root causes and barriers);
 - Project/ programme description including activities, identification of the barriers; proposed implementation arrangements; identification of financial costs and related risks and mitigation measures;
 - Develop a theory of change;
 - Budget for two years of project;
 - Outline the expected project results against the GCF investment criteria;
 - Outline the sustainability and replicability of the project; and
 - Identify key additional studies to be undertaken at proposal stage and provide cost estimates for these.
- c) Develop a short strategic document (3-5 pages) on WASH and climate resilience to include climate resilience programming in the UNICEF Burundi Country Programme Document for the period of 2019-2023 mid-term review.
- d) Develop a presentation (in French) on the WASH and climate resilience to be presented to UNICEF Burundi team and other stakeholders.

Task 4: Formulate a multi-sectoral proposal project to apply for International Climate Initiative (IKI) funds based on existing vulnerability studies and other viable adaptation alternatives identified. Defining the level of activities (national, sub national or local level), scope of the project, specifying target locations in Burundi and the potential partners to access to IKI funds and study the possibility of project development through a UN consortium (Deadline 24 May).

- a) Liaise with line ministries involved in the previous IKI project; the Ministry of Agriculture, Environment and Livestock, Ministry of Hydraulics, Energy and Mines,

Ministry of Public Health and the Fight Against AIDS (MoH), and Ministry of Education regarding the selection of the project options for further development.

- b) Formulate a multi-sectoral proposal (following IKI guidelines) including the following:
 - Executive summary;
 - Project/ programme rationale, objectives and approach of programme/ project;
 - Further elaboration of the climate rationale for the proposed concept;
 - Context and baseline (climate vulnerabilities and impacts; mitigation and adaptation needs; fit with national priorities; root causes and barriers);
 - Scope of the project including intervention areas;
 - Project/ programme description including activities, identification of the barriers; proposed implementation arrangements; identification of financial costs and related risks and mitigation measures;
 - Develop a theory of change;
 - Budget for two years of project;
 - Identification of potential implementation partners;..
 - Outline the expected project results against the IKI investment criteria;
 - Outline the sustainability and replicability of the project; and
 - Identify key additional studies to be undertaken at proposal stage and provide cost estimates for these.
- c) Develop a presentation (in French) on the proposal to be presented to UNICEF Burundi team and other stakeholders.

Task 5: Synthesize findings and develop assessment report including an executive summary and PPT presentation structured to answer the following questions:

- a) What is the current water and sanitation situation in Burundi?
- b) What are the impacts of climate variability to WASH sanitation access and services, especially on physical and social systems?
- c) Who have higher risks of climate variability and what are the contextual predisposing factors?
- d) Which stakeholders are working in WASH?
- e) What engagement strategies will be useful to develop a multi-stakeholder partnership process in strengthening climate change resilience to WASH?
- f) What are the past, current and planned initiatives/programmes addressing climate change adaptation in the WASH sector?
- g) What are the government priorities on building resilience of WASH sector to climate change and what is the progress to date on their implementation?
- h) What activities should UNICEF prioritize to ensure climate resilient WASH interventions?
- i) What would be responses on planning and programming, institutional arrangements, financing, infrastructure and service provision, governance and financing to strengthen reliability of WASH services

Task 6: Present findings and recommendations to UNICEF and government stakeholders.

- a) As a complement to the assessment report, prepare a presentation that delivers the assessment findings and recommendations in a simplified manner and with an eye toward actionable decision making on updates required for the national policy.

5.0 Expected Deliverables

The key deliverables under this consultancy are shown in Table 1 below.

Table 1: Expected deliverables:

S. NO	TASKS	EXPECTED OUTPUT	DELIVERABLES	WEEKS	PAYMENT
1	Preparation of inception report	Work plan, timeframe, methodology and instruments/tools for data collection	Inception Report	2 weeks	10% of the contract value on submission of Inception Report
2	Desk review and development of questionnaires	Relevant literature reviewed. Questionnaire and consultation tools finalised.	Burundi climate change relevant priorities, preliminary WASH Climate Risks and viable adaptation options Report, including proposed stakeholder consultations process and key questions to be addressed with stakeholders.	2 weeks	-
3	WASH Stakeholder Workshop	Field visits carried out and key stakeholder workshop facilitated (NDA, UN Organisations, partners and stakeholders in Burundi) to verify the preliminary findings and recommendations	Agenda of stakeholders meetings and field visits. Stakeholder Workshop Proceedings Report within one week of meeting being held	2 weeks	40% on of the contract value on submission of workshop report and Draft Synthesis Report
		Synthesise Report highlighting landscape and findings of the climate risk analysis, identify entry points and	Draft Synthesis Report	2 weeks	

		potential GCF project ideas for best UNICEF engagement in order to address climate change in WASH and integrating climate resilience into national or sub-national policy and planning on WASH			
4	Formulation of proposal and the GCF concept note	Develop multi-sectoral proposal together with other UNICEF sections for the continuation of a IKI-funded project	Final proposal	1 weeks	
		Draft concept note and attachments to be submitted to GCF (including Proposed activities and outcomes; theory of change description and diagram; Map indicating the location of the project/programme; Economic and financial model with key assumptions and potential stressed scenarios)	Draft concept note developed, template and attachments updated as per GCF guidelines and standards	3 weeks	-
		Comments from the line ministries and other stakeholders received and the concept note revised in light of comments	Final concept note	2 weeks	30% on submission of Concept Note and attachments to GCF
5	Synthesize findings and develop assessment report	Strategic document on WASH and climate resilience developed	Final Strategic Document	1 weeks	20% on submission of strategic document and final presentation

6	Present findings and recommendations to UNICEF and government stakeholders.	Stakeholders and the UNICEF team are informed about the findings of the assessment. Recommendations are provided for inclusion in national policy.	Workshop to present the findings with the stakeholders.	1 week	
	Total			15	100%

All deliverables will have to meet expected quality and standards as assessed by the supervisor of the assignment. Should the consultant fail to deliver as per expected quality and standards, UNICEF reserves the right to amend the payouts accordingly, or to delay them until satisfactory submission has been received.

6.0 Reporting requirements and Taking Instructions

The consulting firm will report to the Chief, WASH Section, or his/her designate who will monitor and issue instructions on the expected deliverables and timelines.

7.0 Project Management

The consulting firm will be contracted by, and report to UNICEF Burundi (See Section 6 above). The Ministry of Hydraulics, Energy and Mines, the lead agency for implementation of the Government of Burundi-UNICEF WASH programme, will also quality assure the expected deliverables. Strategic guidance will be provided to the consulting firm by technical team led by the Ministry of Hydraulics, Energy and Mines and comprising line ministers including the Ministry of Agriculture, Environment and Livestock and other ministries.

8.0 Location

Depending on the COVID-19 prevention measures put in place nationally and internationally, the company may opt to work remotely but will work closely with local consultants (or local company) to coordinate deliverables at the national level. In case COVID-19 restrictions are eased, and if deemed necessary, key technical team members will undertake travel to Burundi for field visit, meeting with partners and workshops facilitation. For both cases, the company should recruit a local team to support.

9.0 Payment Schedule

Payment will be made to the consulting firm following submission and approval of deliverables, as outlined in Section 5 of this document.

10.0 Qualification/Special Knowledge/experience required.

Mandatory Qualification Requirements :

- a. Local company selected by the international firm as a partner in the consultancy should share the Grouping or Consortium Certificate and /VAT Clearance Certificate.
- b. 2 year Audited Financial statements.
- c. Firm proven track record (at least 3 years) of successful, evidence-based working experience in the field of climate change WASH programming or a similar field of work.
- d. Incorporation Documents of the Company.
- e. Fluency of the team members in English or French and Kirundi for some members is a must.

Team Member Mandatory Qualification Requirements:

The company will have proven experience in the water, natural resources management, climate change adaptation and climate financing. For this assignment, the company is expected to have a diversity of skills to deal with the multi-sectoral nature of the concept covering water, sanitation, hygiene and climate change mitigation and adaptation.

Team members will have to meet the following criteria:

- f. Advanced university degree or equivalent experience in Civil Engineering, Hydro(geo)logy, Water Management, Sanitation Engineering, Environment and Natural Sciences or related field in development and humanitarian contexts;
- g. A technical background and at least 10 years of professional experience in environmental management, natural resources management, and/or water resources management;
- h. Specific experience in project design, management, and monitoring and evaluation of climate change and resilience programming; and climate financing (GCF project proposal development experience is a distinct advantage) (at least the team leader);
- i. Familiarity with technical issues related to water and sanitation, water resources management, climate resilience and adaptation, methods of cost-benefit analysis for adaptation options, identification of multiple benefits of adaptation, including, economic, social and gender related;
- j. Experience in economic and financial analysis for project viability and budget formulations (at least the team leader);
- k. Strong understanding of WASH related development issues in Burundi; Excellent planning and facilitation skills;

1. Excellent interpersonal, communication and networking skills; and Flexibility and ability to operate in different cultural settings and with a variety of stakeholders; culturally and gender sensitive.

Other Qualification Considerations :

- a. Availability of a professional, gender balanced team, including staff members, who have carried out the scope of work with similar complexity in the past.
- b. Proven coordination and organization skills, working with the government agencies and/or private sector.
- c. Ability to work under the tight deadlines. Previous experience of working with UNICEF and/or other UN agencies would be an asset

UNICEF will conduct reference checks (persons/institutions) for feedback on services provided by the bidders.

11.0 Evaluation methodology

- a. Technical Proposal: Consultancy institution should prepare a proposal based on the tasks and deliverables spelled out in Section 5.0. The technical proposal shall include information on the approach and methodology, with the detailed breakdown of the inception phase, proposed scope and approach that will be used by the consultant. The technical proposal shall also include the latest CVs of the proposed team members and copies of at least two reports or samples of previous tasks like these under these terms of reference undertaken by the consultancy institution.
- b. Financial Proposal: Financial offer with the cost breakdown of the consultancy fees and daily subsistence allowance (DSA) during the field work in Burundi if travel conditions allows it. The financial proposal shall be submitted in a separate file, clearly named "Financial proposal". No financial information should be contained in the technical proposal, as this will lead to proposal cancellation.
- c. Financial proposals should be filled as per attached template:

Financial proposal format

Activités/consultant	Unit cost	Quantity	Total (USD)
Daily professional fees			
Senior international consultant /Team leader			
National consultant			
Other (specify)			
TOTAL			
Per diems*			
Team leader			
Other (specify)			
TOTAL			
Transport**			
International flight			
Local transport			
TOTAL			
Other expenses (specify)			
Administratif costs, documentation, visas, communication, assurance, etc ...			
TOTAL			
TOTAL			

Summary

Deliverable	Number of person days	Delivery date	Costs
Total:			

Note: The financial proposal should clearly include the unit cost per each deliverable. UNICEF and partners might increase the number of the deliverables based on the ongoing discussions and emerging evidence. The cost provided for each deliverable will be applied when amending the number of deliverables.

TECHNICAL EVALUATION	
1. OVERALL RESPONSE AND METHODOLOGY	Max score
Understanding of the scope, objectives	10
Quality of the proposed approach and methodology	15
Quality of the proposed implementation plan	15
2. PROPOSED TEAM AND ORGANISATIONAL CAPACITY	
Leadership skills: In Team Leader, relevant leadership/management experience, skills and qualifications (Team leader should also hold one of the technical skills. Team Leader role will be scored separately from technical skills, below). The team should include both females and males	10
Technical expertise: The team should include experts with the relevant experience, skills & qualifications	10
Organization of the team, roles and responsibilities and presence in Burundi	10
TOTAL MARKS FOR THE TECHNICAL COMPONENT	70
Elibility : 70%	
3. FINANCIAL PROPOSAL – Full points are allocated to the lowest priced proposal that meets the minimum score on the technical proposal. The financial scores of other proposals will be in inverse proportion to the lowest price.	30
TOTAL MARKS: 100	

12.0 Administrative Issues, including Consultant's Workplace and Travel

- a. Company will provide an all-inclusive cost in the financial proposal, factoring in all cost implications for the required assignment.
- b. The cost of travel and accommodation for field trips will be included but may be adjusted based on the situation of travel based on COVID-19 situation. Other general conditions to be applied are as follows:
 - i. The consultants shall arrange their own workspaces, office equipment, supplies, etc.
 - ii. Expected expenses should be part of the submitted quotation/estimates
 - iii. Except for the costs included in the financial proposal, UNICEF will not pay for any other expenses incurred when implementing this assignment.
 - iv. The contract will not commence the works unless issuance of written instruction in this regard (ref. Section 5 above).
- c. Confidentiality:
 - i. The documents produced during the period of this consultancy will be treated as strictly confidential, and the rights of distribution or publication will reside solely with UNICEF.
 - ii. The contract will include other general terms defined by UNICEF.

13.0 policy Issues

- a. No contract may commence unless the contract is signed by both UNICEF and the consultant or Contractor.
- b. Consultants will not have supervisory responsibilities or authority on UNICEF budget.
- c. UNICEF will conduct reference checks (persons/institutions) for feedback on services provided by the bidder

SECTION III: ANNEX A - GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS AND UNICEF SUPPLY WEBSITE

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

(a) “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.

(b) “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.

(c) “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.

(d) “Contractor” means the contractor named in the Contract.

(e) “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.

(f) “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.

(g) “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.

(h) “Fee” is defined in Article 3.1.

(i) “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.

(j) 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.

(k) “Parties” means the Contractor and UNICEF together and a “Party” means each of the Contractor and UNICEF.

(l) Contractor’s “Personnel” means the Contractor’s officials, employees, agents, individual sub-contractors and other representatives.

(m) “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.

(n) “Services” means the services specified in the relevant section of the Contract.

(o) “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.

(p) “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 Combatting Fraud and Corruption, the UNICEF’s Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct and UNICEF’s Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

2. PROVISION OF SERVICES AND DELIVERABLES; CONTRACTOR'S PERSONNEL; SUB-CONTRACTORS

Provision of Services and Deliverables

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

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

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

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

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

UNICEF the value of any loss of, damage to, or degradation of, the equipment and supplies beyond normal wear and tear.

Non-conforming Services and Consequences of Delay

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

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under 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 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;
 - (iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and
 - (iv) Such other insurance as may be agreed upon in writing between UNICEF and the Contractor.
- (b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.
- (c) The Contractor will be responsible to fund all amounts within any policy deductible or retention.
- (d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.
- (e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.
- (f) Compliance with the insurance requirements of the Contract will not limit the Contractor's liability either under the Contract or otherwise.

Liability

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

5. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS; DATA PROTECTION; CONFIDENTIALITY

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

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

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

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

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser’s Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser’s Confidential Information solely for the purpose for which it was disclosed

to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

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

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

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

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

Data Protection and Security

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

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

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use

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

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

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

Service Providers and Sub-Contractors

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

End of Contract

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

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

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

6. **TERMINATION; FORCE MAJEURE**

Termination by Either Party for Material Breach

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

Additional Termination Rights of UNICEF

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

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

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

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

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

terminate the Contract on sixty (60) day's written notice to the Contractor without having to provide any justification.

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

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

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

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

Force Majeure

6.8 If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a

similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

7. ETHICAL STANDARDS

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

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

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

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

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

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

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

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

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

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

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

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.