

**REQUEST FOR PROPOSAL (RFP)  
RFP/KAZA/2021/012**

**7 July 2021**

**UNITED NATIONS CHILDREN'S FUND (UNICEF) would like to invite you to submit a proposal to support the government of Kazakhstan in delivery of the Knowledge, Attitudes, and Practices Survey on early childhood developmental monitoring in selected regions.**

**FOR INSTITUTIONAL AND INDIVIDUAL CONSULTANTS**

The bid form must be used when replying to this request for proposal.

**The Proposals MUST be received by latest 17:00 (Nur-Sultan time UTC+6:00) on 26 July 2021**

**E-MAILED SUBMISSION:**

Proposals should be sent to: kaz-tender@unicef.org  
CC : ebegisheva@unicef.org, akaliyeva@unicef.org

**IMPORTANT – ESSENTIAL INFORMATION**

The following should be ensured in E-mailed submission:

The reference **RFP/KAZA/2021/012** must be shown in the subject of the e-mail.

**Proposals received after the stipulated date and time will be invalidated.**

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

**BID FORM**

**THIS PAGE/BID FORM** must be completed, signed and returned to UNICEF Kazakhstan. Bid must be made in accordance with the instructions contained in this Request for Proposal.

**TERMS AND CONDITIONS OF CONTRACT**

Any Contract or Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

**INFORMATION**

The Undersigned, having read the Terms and Conditions of **RFP/KAZA/2021/012** set out in the attached document, hereby offers to supply the services specified in the schedule at the price or prices quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Organization/candidate: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Validity of Offer: \_\_\_\_\_

Currency of Offer: \_\_\_\_\_

**THIS REQUEST FOR PROPOSAL HAS BEEN:**

**PREPARED BY: Vitaliy Perov, vperov@unicef.org**  
(To be contacted for additional information)

**APPROVED BY: Elvira Begisheva, ebegisheva@unicef.org**

**PROCEDURES AND RULES****1.1 RFP CHANGE POLICY**

All requests for formal clarification or queries on this RFP from company/organization must be submitted in writing to Vitaliy Perov via e-mail at [vperov@unicef.org](mailto:vperov@unicef.org) with copy to [ebegisheva@unicef.org](mailto:ebegisheva@unicef.org) and [akaliyeva@unicef.org](mailto:akaliyeva@unicef.org). Please make sure that the e-mail mentions the RFP reference number.

Only written inquiries will be entertained. Please be informed that if the question is of common interest, the answer will be shared with all potential RFP bidders.

Erasures or other corrections in the proposal must be explained and the signature of the applicant shown alongside. All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier proposal or state the changes from the original proposal. Proposals may be withdrawn on written request received from bidders prior to the opening time and date. Bidders are expected to examine all instructions pertaining to the work. Failure to do so will be at bidder's own risk and disadvantage.

## 1.2 RFP RESPONSE FORMAT

Full proposals should be submitted not later **17:00 (Nur-Sultan time UTC+6:00) on 26 July 2021** following the below requirements.

The proposals should be attached to the e-mail submission and all attachments (the Technical Proposal and Price Proposal) should be in a non-editable format, for example secure PDF format.

The following should be ensured in E-mailed submission:

- The subject line should have reference to RFP number
- Technical proposal and Price proposal should be attached as separate files in a non-editable format
- The body of the message should only make reference to Name of Institutional Consultancy, RFP number, UNICEF KAZ
- Should not copy any other UNICEF staff member except those indicated above.

Proposals received in any other manner will be invalidated.

Proposals received prior to the stated closing time and date will be kept unopened. The responsible officers will open technical proposals when the specified time has arrived, and no proposal received thereafter will be considered. UNICEF will accept no responsibility for the premature opening of a proposal not properly addressed or identified. Any delays encountered in the mail delivery will be at the risk of the bidder.

## 1.3 BIDDER RESPONSE

- Formal submission requirements
 

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

The completed and signed bid form must be submitted together with the proposal.
- Mandatory criteria

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

- **Technical Proposal**  
The technical proposal should address all aspects and criteria outlined in this Request for Proposal, especially in its statement of work, terms of reference and Annex I of this Request for Proposal. However, all these requirements represent a wish list from UNICEF. The bidders are free to suggest/ propose any other solution. UNICEF welcomes new ideas and innovative approaches.

## **NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL**

- **Price Proposal**  
The price proposal should be as per but not limited (Annex I of this Request for Proposal).

### **1.4 CONFIDENTIAL INFORMATION**

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

### **1.5 RIGHTS OF UNICEF**

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

Specifically, UNICEF reserves the right to:

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

### **1.6 PROPOSAL OPENING**

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

### **1.7 PROPOSAL EVALUATION**

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

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

The proposals will be evaluated against the following criteria:

**Technical Evaluation (70%) with the following weighting:**

<b>Technical Criteria</b>	<b>Technical Sub-Criteria</b>	<b>Maximum Points 120</b>
<b>Overall Response.</b>	Completeness of response	10
	Understanding of objectives and how they propose to perform the tasks in order to meet the objectives and requirements of the ToR	20
Points		<b>30</b>
<b>Institution &amp; Key Personnel</b>	Range and depth of contractor's experience with similar projects	15
	Previous experience of work	10
	Samples of previous work	10
	Key personnel: relevant experience and qualifications for the assignment	15
Points		<b>50</b>
<b>Proposed Methodology and Approach</b>	Proposal approach and methodology/timeline	25
	Description of approach to ensure quality of services, absence of conflict of interest and respect of ethical standards	15
Points		<b>40</b>

Please make sure to provide sufficient information/substantiating documentation to address all technical evaluation criteria. The assessed technical score must be equal to or exceed 70 of the total 120 points allocated to the technical evaluation in order to be considered technically compliant and for consideration in the financial evaluation.

## **CONTENT OF TECHNICAL PROPOSAL**

The Technical Proposal should include but not limited to the following:

- A profile highlighting the bidders' qualifications and experience in implementing the assignment, please include details of specific experience with similar assignments in the past three years.
- Proposed timeline and milestones.

- Bidders are requested to back up their submissions by providing:
  - Evidence in the form of contracts and/or references.
  - Three case studies containing the following information:
    - Name of Client
    - Title of the Research/Study/Evaluation
    - Year and duration of the Research/Study/Evaluation
    - Scope of the Research/Study/Evaluation
    - links to Final products
    - Team composition if Institution
    - Project timelines (start and end date year, and any other information necessary)
    - Reference /Contact person details
- Details of the Proposed Team (Individual candidate) for the assignment including the following information:
  - Title/Designation of each team member on the Research
  - Educational qualifications and professional experiences
  - Past experience in working on similar project and assignment – List all similar projects they worked on and their roles on those project.
- Project implementation and work plan showing the detailed sequence and timeline for each activity and days necessary for each proposed team member.
- Ethical considerations in accordance with UNICEF Procedure for Ethical Standards In Research, Evaluation, Data Collection And Analysis.
- Quality assurance mechanism and risk mitigation measures put in place.

**Applications must include:**

- Cover letter
- CV / CVs of the team
- A sample of writing (preferably presentation deck)
- Quotation in USD (all inclusive) for deliverables

**Price Proposal Evaluation (30%)**

The total weight allocated for the price component is 30%. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those individuals who obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

$$\text{Score for price proposal X} = \frac{\text{Max. score for price proposal} * \text{Price of lowest priced proposal}}{\text{Price of proposal X}}$$

**Total Technical and Price**

100 Pts

UNICEF will award the contract to the vendor, whose response is of high quality, clear and meets the projects goals, including:

The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the above technical criteria.

Payment schedule for the Contract is suggested in Annex I. All prices/rates quoted must be **exclusive of all taxes** as UNICEF is a tax-exempt organization.

## **1.8 PROPERTY OF UNICEF**

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

## **1.9 VALIDITY**

Proposal must be valid for a minimum of ninety (**90**) days from the date of opening of this RFP and must be signed by (all) candidate(s) included in the submission. Bidders are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

## **1.10 CONTRACTUAL TERMS AND CONDITIONS**

The UNICEF Special and General Terms and Conditions are attached Annex II and will form part of any contract resulting from this RFP.

## **1.11 FULL RIGHT TO USE AND SELL**

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

## **1.12 PAYMENT TERMS**

Candidates should submit a financial proposal for their services based on the schedule of deliverables. ***Payments will be made upon completion of all deliverables at the end of assignment.***

## **ANNEX I – STATEMENT OF WORK AND TERMS OF REFERENCE**

### **1. Introduction:**

UNICEF Office in Kazakhstan jointly with the Ministry of Healthcare of the Republic of Kazakhstan, the Ministry of Education and Science of the Republic of Kazakhstan, and the Ministry of Labour and Social Protection of Population of the Republic of Kazakhstan are commissioning the Knowledge, Attitudes/Behavioral Drivers, and Practices (KAP) Survey on early childhood developmental monitoring in Kazakhstan. It should be noted that early childhood developmental monitoring is one of the key priorities in the UNICEF country programme document for Kazakhstan

from 2021 to 2025.<sup>1</sup> According to the 2021-2022 work plan of Kazakhstan-UNICEF Programme of cooperation 2021-2025 (activity 2.1.5). The KAP survey is planned to provide baseline information on the level of knowledge, attitudes and practices of parents (caregivers) and specialists about the 0-6/7 aged child's developmental milestones and monitoring, and behavioral drivers influencing relevant Early Childhood Development (ECD) practices. It should be noted that there is no ongoing research on early childhood developmental monitoring in Kazakhstan being conducted.

This document outlines the scope of the KAP survey including conceptual framework, theory of change, the envisaged methodology, research questions, and implementation modality for the selected contractor. UNICEF Office in Kazakhstan formed the research questions and proposed the methodology as a result of brainstorming sessions with the country and regional UNICEF teams and reviewing existing international KAP surveys in early childhood care and development. Namely, UNICEF Bolivia's Study on Knowledge, Attitudes, Practices and Social Norms in Integrated Early Childhood Development in the Family and Community, UNICEF Egypt's formative research and development of an evidence based Positive Parenting Intervention, and UNICEF Moldova's Knowledge, attitudes and practices in early childhood development and care. In addition, there is a list of recommended sources (including KAP surveys, national legislature etc.) (see below for Annex 1).

The KAP survey will start in July 2021, with completion in December 2021. UNICEF is looking for an individual consultant or institution (contractor) with deep commitment and strong background in undertaking similar research that will inform the national authorities of the Republic of Kazakhstan, academic institutions, civil society and UNICEF on improvement of participation and defining the roles of caregivers and specialists in early childhood developmental monitoring. In addition to this TOR, under separate TOR, UNICEF plans to hire a national research company to work with the international contractor in helping with data collection and analysis. Kazakhstan is an upper-middle-income country, the ninth largest in the world by land area, and has a population of 18.4 million, including almost 6 million children. Under the strategy Kazakhstan 2050: Towards a Modern Society for All and the Strategic Development Plan until 2025, the country aims to become one of the world's 30 most developed countries by 2050. The Government works to promote stability in the region through strengthened cross-border cooperation, which, in addition to official development assistance, includes knowledge exchange and sharing of best practices in the economic and social sectors. In addition, the state bodies are committed to implement the Roadmap for improving the provision of comprehensive assistance to children with disabilities in the Republic of Kazakhstan for 2021 - 2023<sup>2</sup> closely monitored by the Ombudsperson for children and aiming to ensure coverage and early detection of developmental delays during preventive medical (screening) examinations in children, expanding the provision of rehabilitation services and participation of parents.

Between 1990 and 2016, the under-five mortality rate decreased from 52 to 11 deaths per 1,000 live births and the neonatal mortality rate from 22 to 6 deaths per 1,000 live births. The introduction of live-birth criteria in Kazakhstan in 2008 has resulted in improved survival of premature infants but has also increased the likelihood of infection, developmental delays and disabilities due to preterm

<sup>1</sup> [https://sites.unicef.org/about/execboard/files/2020-PL17-Kazakhstan\\_CPD-EN-ODS.pdf](https://sites.unicef.org/about/execboard/files/2020-PL17-Kazakhstan_CPD-EN-ODS.pdf)

<sup>2</sup> Order of the Prime Minister of the Republic of Kazakhstan dated August 17, 2020 No. 2020 - <https://adilet.zan.kz/rus/docs/R2000000112>



births. Caregivers lack sufficient knowledge and skills to provide essential care for their young children, particularly premature babies, at home. Other bottlenecks include the uneven quality of services, low capacity of health-care providers and inadequate funding due to the high cost of neonatal care.<sup>3</sup>

Developmental delays among children aged 0 to 5 years are not identified at an early stage and these children do not receive adequate services. In 2018, the number of children under 6 years of age with disabilities due to health conditions exceeded 46,000. Since 2015, this category has increased by 6,000 children annually as more children are diagnosed. The bottlenecks include low parental awareness and stigma; lack of specialists and inadequate knowledge and skills among service providers; low use of standardized tools for early detection; and lack of early intervention services.<sup>4</sup>

In Kazakhstan, significant progress has been made in reducing child mortality since 2008, when the country switched to international criteria for live births. Neonatal mortality rates have declined by more than 50. In many ways, the decline in mortality is due to the improved well-being of the population and increased spending on health care. Since 2011, the strategies of “Integrated Management of Childhood Illness” (IMCI) and “Making pregnancy safer” (MPS) have been introduced and distributed throughout the country. The reduction of these indicators was achieved by improving emergency care for mothers, newborns and young children.<sup>5</sup>

Despite a significant decline, infant mortality in Kazakhstan is still relevant. In the regions, programs for perinatal and neonatal care and care for sick newborns do not work effectively.

### **Early Childhood Development (ECD)**

Investing in ECD) can improve the lives of the most disadvantaged and vulnerable children and their societies, helping to break cycles of poverty, violence and despair. ECD has a prominent role in supporting the quality of formal education and poverty reduction as well as ensuring child rights and efficient human resource development for the nation. ECD is the foundation of human development. A large body of evidence suggests that investment in ECD has a long-lasting impact on later stages of life (UNICEF, 2011). ECD services not only offer a stimulating environment for the holistic development of children today but also contribute to preparing better parents for tomorrow.

When a baby is born, the billions of brain cells are mostly unconnected. To function, these cells must be organized into networks that require trillions of connections, which depend on the interaction between genes and the environment. That optimal environment is created through nurturing environments such as positive parenting (National Scientific Council on the Developing Child, 2004). These early connections shape the brain circuits and lay the foundation for later developmental outcomes. While genes provide the blueprint for development, it is environment that shapes it (UNICEF, 2014) The early years of life are a critical window of opportunity but also present the risk of vulnerability if neglected. Parents, key caregivers and families have the

<sup>3</sup> The country programme document (CPD) for Kazakhstan

<sup>4</sup> The country programme document (CPD) for Kazakhstan

<sup>5</sup> Early Childhood Development <https://www.unicef.org/kazakhstan/en/early-childhood-development#:~:text=In%20Kazakhstan%2C%20significant%20progress%20has,more%20than%2050%5BOG1%5D%20.&text=Despite%20a%20significant%20decline%2C%20infant%20mortality%20in%20Kazakhstan%20is%20still%20relevant.>

influencing power to determine a child's chances for survival and development. Rapid strides made by young children across all domains of development and learning are fostered and supported through parents' practices, attitudes, knowledge and resources.

The Convention on the Rights of the Child (CRC) and recognized scientific evidence acknowledge that parenting is one of the strongest influences on children, particularly during their early childhood years. Scientific evidence has demonstrated that positive parenting in the first years of life can influence brain function and development for the rest of a child's life, and may even influence future generations (Meaney, 2010). Moreover, the multi-disciplinary and international literature on parenting clearly indicates that parents are one of the most influential factors in children's development (Bornstein, 2002; Bradley and Corwyn, 2005; Rogoff, 2003; Whiting and Edwards, 1998).

### **Developmental monitoring**

There is an overall consensus that early identification of developmental difficulties is critical to the well-being of children and their families. Processes leading to early identification are seen as an integral function of the primary health care system and understood as an appropriate responsibility of all pediatric health care professionals (AAP, 2006).

Developmental screening can be seen as a systematic activity to search for relevant (risk) indicators concerning the bio-psycho-social development of young children. In the case of child's development, screening intends to identify (earliest possible) indicators referring to possible developmental delays or developmental concerns.

Development monitoring is defined as the intermittent performance and analysis of routine measurements, aimed at detecting changes in the environment or health status of populations. Monitoring therefore can be understood as an ongoing activity for all children from visit to visit, following how the child is progressing overall and in specific domains (Squires, Nickel and Eisert (1996)) understand "developmental monitoring" as synonymous with "developmental surveillance". In their review of developmental disabilities in early childhood, the WHO promotes developmental monitoring as a process for the early detection of developmental difficulties. Developmental monitoring provides information about rates of developmental difficulties so that interventions can be appropriately targeted, their effect monitored and the need for further interventions determined. Developmental monitoring observes how the child grows and changes over time and whether the child meets the typical developmental milestones in playing, learning, speaking, behaving, and moving.<sup>6</sup>

Identification of children at risk of developmental difficulties before the age of 3 years is imperative, because timely and adequate support has been shown to improve child functioning and development, leading to better outcomes across the life-span and better quality of life. When delays are detected and addressed early, children have the best chance to achieve progress.

Globally, at least one in six children experience a developmental difficulty. However, developmental screening and monitoring are not always accompanied by accessible, evidence-based assessment, interventions or effective referral pathways. Primary care services due to their regular contact with

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<https://www.cdc.gov/ncbddd/childdevelopment/screening.html#:~:text=Developmental%20monitoring%20observes%20how%20your,can%20participate%20in%20developmental%20monitoring>

young children have the greatest potential to monitor child development during the first 3 years of life, identify children at risk of developmental difficulties and refer children and their families to appropriate support. Strengthening health care system for monitoring child development is the first step in building comprehensive services. Other services, like pre-schools and nurseries, play an important role as well.

Currently there is no generalizable guidance on best practice approaches for monitoring children's development in primary care services, despite recommendations for this by professional associations, and the use of developmental milestones in some child health services and in national norms and standards. However, there are different practices and arrangements for developmental monitoring, but the evidence suggests the importance of using validated and reliable tools for monitoring child development and screening.

## 2. Purpose of Activity/Assignment

UNICEF Office in Kazakhstan aims to improve the well-being of all children, with a particular focus on children aged 0 to 6/7 years. The purpose of the assignment is to conduct **the KAP survey, aimed at collecting data and generating information (media monitoring and legislative review) on existing knowledge, attitudes/behavioral drivers and practices in relation to early childhood developmental monitoring among caregivers and specialists who provide services for young children and their families with the focus on early childhood developmental monitoring and education** (patronage nurses, social workers, teachers, psychologists, NGOs, etc.).

Most importantly, the survey should cover and answer the questions such as 1) Are caregivers and specialists aware of child developmental milestones? 2) Do caregivers and specialists know what they should do and why, who and why they need to communicate with in order to receive advice on early childhood interventions and developmental monitoring? Do caregivers and specialists have the capacities (self-efficacy) to support and monitor children's development? What are the key factors (enablers and barriers) influencing relevant practices in both caregivers and specialists?

The purpose of the assignment is to conduct a two-component KAP Survey: a) Survey among mothers and fathers expecting their first baby, caregivers (**including fathers**) of children (0-6 y.o.), including children with disabilities, b) Survey among specialists (patronage nurses, social workers, teachers, psychologists, NGOs, etc.).

It is important to note that the research questions for caregivers and specialists have to be developed separately. The research questions for specialists focus on to what extent they know about their responsibilities and how they perform their responsibilities in child developmental monitoring. Whereas the research questions for caregivers (including fathers) need to focus on what actions they take in order to monitor child development and their awareness about child developmental milestones.

The KAP survey is forward-looking. The results of the KAP will be used to set a baseline for communication and programming initiatives of UNICEF and the Government of Kazakhstan and measuring their impact; will inform formulation of key messages for communication and programming initiatives on early childhood developmental monitoring.

The intended audience for the KAP survey: population at large (including parents/caregivers of young children, different practitioners), state bodies including the Ministry of Health, the Ministry of Education and Science of the Republic of Kazakhstan, the Ministry of Labour and Social Protection of Population of the Republic of Kazakhstan, the Ministry of Information and Public Development, the National Commission for Women Affairs, Family and Demographic Policy under the President of Kazakhstan, Human Rights and Child Rights Ombudsman's Offices, Parliament, local authorities, children and youth, media, civil society and international organisations and UNICEF.

### **3. Scope of Work**

The target respondents for the KAP survey will be mothers and fathers expecting their first baby, caregivers of children (0-6/7 y.o) including children with disabilities, as well as specialists from 4 regions of Kazakhstan.

Due to the budget and time resource limitations, the KAP survey does not aim to be a representative of the entire country as it will cover 3 oblasts out of 14 oblasts and 1 city out of 3 cities of national importance selected taking into account the geographical diversity within Kazakhstan.

The proposed sample regions include:

- Nur-Sultan city
- Atyrau oblast
- East Kazakhstan oblast
- Turkistan oblast

It is expected that the KAP survey will:

- Examine the experience of both urban and rural communities (between rural and urban dwellers) and take cultural, educational (higher, secondary education), regional and income specifications into consideration;
- Take into account regional differences and patterns;
- Look at the equity and gender dimensions (e.g. bring out differences between male and female caregivers);
- Summarise findings and make evidence-based conclusions on enablers and barriers;
- Develop specific realistic and achievable recommendations, including key messages for communication initiatives which can be passed on to public authorities and communities to address the issues highlighted.

### **4. Research questions:**

The KAP study will seek to answer the following research questions. It is assumed that sub-questions developmentally appropriate for the child's age and country context child developmental monitoring systems will be added to unpack the subject matter during the inception phase of the survey. The selected contractor will propose data collection methods for each set of research questions.

Knowledge

This section will focus on research questions that identify to what extent caregivers, mothers and fathers expecting their first baby, and specialists are aware of their roles and participation in early childhood developmental monitoring (screening), including children with disabilities and developmental difficulties.

- Do caregivers know their responsibilities in understanding about child's developmental milestones, functioning and monitoring progress? Are caregivers aware of the importance of monitoring child development?
- What do caregivers and specialists know with regard to the child developmental milestones such as playing, learning, speaking, behaving, and moving from pre-natal to 0, from 0 to 3 y.o., children from 3 to 5 y.o., children from 5 to 6/7 y.o, and their role in promoting it?
- Do caregivers know that hugging, kissing and allowing children to explore the environment (as long as it does not jeopardize their integrity) are essential for their full development? Do caregivers and specialists aware that children need five components of nurturing care in order to reach their full potential? (1) good health 2) adequate nutrition 3) security and safety 4) opportunities for early learning 5) responsive caregiving)
- Are caregivers, mothers and fathers expecting their first baby, specialists aware of available services (medical centres, rehabilitation centres, NGOs, kindergartens etc.)?
- Are caregivers, mothers and fathers expecting their first baby aware of positive parenting practices?
- Are caregivers, mothers and fathers expecting their first baby aware of parental practical techniques to monitor child development? Who is the caregiver's point of reference for any issue on child development - the doctor, elderly members of the family, a friend, specialized literature or Internet?
- Do specialists know how the specific needs of children are identified and addressed in early childhood?
- Do specialists know about the processes such as screening (monitoring)?
- Do caregivers know where to seek for help if they have concerns about the development of the child?

Attitudes, beliefs, norms and expectations

This section will focus on research questions that identify the attitude of caregivers, mothers and fathers expecting their first baby, and specialists towards early childhood developmental monitoring (screening), including children with disabilities and developmental difficulties.

There are 3 categories of behavioral drivers: Psychology, gathering individual cognitive and emotional drivers; Sociology, for determinants related to interactions within families, communities, groups and society at large; Environment, for structural elements such as institutions, policies, systems and services, infrastructures, information, etc.

- Specialists: who caregivers believe should be involved in screening (monitoring) of child's development in the family? why?
- Caregivers: do caregivers think that it is necessary for caregivers to be involved in screening (monitoring) of child's development?
- Do caregivers believe that they or family members should be involved into child developmental monitoring (screening)? why?

- What caregivers and specialists think about developmental needs of children?
- Do caregivers and specialists believe in importance of early childhood education (ECE) and early childhood interventions (ECI)? why?
- What caregivers and specialists think about key core practices and harmful social norms in the community in relation to child development monitoring?
- What caregivers and specialists think about the role of fathers and mothers in child developmental monitoring?
- What caregivers and specialists think about the community expectations in relation to childcare practices?

#### Self-efficacy practice and behavioral enablers and barriers

This section will focus on research questions to identify the practices taken by caregivers, mothers and fathers expecting their first baby, and specialists to contribute to early childhood development monitoring (screening), including children with disabilities and developmental difficulties.

- To what extent do the existing practices of parents reflect physical care, stimulation practices, support and responsiveness, structure and socialization?
- Where do caregivers seek advice in case if children require a thorough screening?
- Where do caregivers seek advice in case if children have developmental concerns?
- What actions and early intervention practices do caregivers use in the family to address child's needs in development?
- To what extent do boys and girls receive similar/dissimilar treatment in the families?
- How do caregivers encourage their children to learn new things?
- What proportion of caregivers spend more time with their children?
- Which family members participate in child rearing and care? Does the father play a significant role?
- What proportion of, and to what extent, do caregivers (male and female) increase their knowledge of positive parenting practices (family members, friends, books, internet, courses/trainings, etc.)?
- How do specialists know whether a child meets the typical developmental milestones in playing, learning, speaking, behaving, and moving?
- How caregivers and specialists explore behavioral indicators of child developmental milestones (for example, social/emotional-begins to smile at people, language/communication – turns head towards sounds, cognitive-pays attention to faces, movement/physical development – can hold head up and begins to push when lying on tummy)?
- Do caregivers and specialists have the capacities (self-efficacy) to support and monitor children's development? What are the key factors (enablers and barriers) influencing relevant practices in both caregivers and specialists?
- What practices do specialists use to monitor child's development (for example, standardized tools, parent report screen, apps, medical check-up, individual plan, assessment of children's needs, rehabilitation, additional observations etc.)?

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<sup>8</sup> [https://www.unicef.org/mena/media/5586/file/The\\_Behavioural\\_Drivers\\_Model\\_0.pdf%20.pdf](https://www.unicef.org/mena/media/5586/file/The_Behavioural_Drivers_Model_0.pdf%20.pdf)

<sup>7</sup> Nurturing care framework - <https://apps.who.int/iris/bitstream/handle/10665/272603/9789241514064-eng.pdf>

## 5. Approach and Suggested Methods:

The following methods are suggested for the methodology (and will be elaborated and refined as part of the development of the Inception Report; all tools will be reviewed as part of the approval process of the Inception Report). While developing the Inception Report, the selected contractor needs to follow the checklist provided by UNICEF.

Interested candidates may propose additions/modifications to the below methodology and proposed a sample size. It is advisable that price proposal clearly identifies additional proposed tasks and an increased/decreased sample size (number of additional days should be identified) to facilitate comparison between proposals.

The target population of the survey will be constituted by mothers and fathers expecting their first baby, caregivers with children aged 0-6/7 years, including children with disabilities, and specialists who provide services for young children and their families with the focus on early childhood developmental monitoring and education.

This study will use a two-pronged approach to collect relevant data on Knowledge, Attitudes and Practices (KAP). Data collection strategy will include both primary and secondary sources. The approach will be consisted of a quantitative survey among caregivers and semi-structured interview among specialists. To explore beliefs, norms, enablers and barriers will be also relevant. The proposed methodology has been selected based on UNICEF Kazakhstan's previous experience in conducting KAP studies. (For the methodology of the social norms surveys, there could also be an option for conducting qualitative survey, focus group discussions and/or key informant interviews).

The KAP Survey will be conducted **via telephone-based survey**. Data collection will be conducted in Kazakh and Russian languages.

The selected contractor will conduct an online training of all members of the national research institute/company, who will be involved in conducting the survey, data collection, on the ethics in research and human subjects' protection, research methodology, data collection tools, data management and input. It should be mentioned that TOR for national research institute/company will be developed separately and coordinated/managed by UNICEF.

Data collection via telephone-based interviews should follow the pre-approved workplan, methodology, and data collection tools detailed in the Inception Report. The national research institute/company shall use an up-to-date telephone-based data collection technique such as Computer-Assisted Telephone Interview (CATI) as well as technology and software relevant to the designated data collection technique. Respondents will be selected randomly based on gender and selected regions. The sample will not be representative of the entire population of Kazakhstan.

The target sample is 1,300 valid responses from mothers and fathers expecting their first baby, caregivers of children (0-6/7 years old) in the 4 selected regions mentioned above. Caregivers should be divided into following categories: a) mothers and fathers expecting their first baby, caregivers of children (from 0 to 3 y.o.), b) Caregivers of children (from 3 to 5 y.o.), 3) Caregivers of children (from 5 to 6/7 y.o). It should be noted that the contractor should consider caregivers of children with

special needs while developing a survey. It is recommended to launch at least 7 focus group discussions overall (including both urban and rural areas). It should be noted that there will be a randomly selected approach for children with disabilities and a targeted sampling approach will be discussed additionally during the development of the inception report.

Semi-structured telephone-based interviews will be conducted with 80 specialists in the selected 4 regions who provide services for young children and their families with the focus on early childhood developmental monitoring and education (e.g., social workers, psychologists, teachers, NGOs, patronage nurses, etc.). Respondents will be selected based on targeted and non-random approach. UNICEF Kazakhstan team will provide assistance in receiving access to the specialists through leading official correspondence with governmental bodies. During the development of the inception report, selected contractor needs to clearly define categories of specialists and a proposed sample size for each group.

While developing a sample, it is required to consider:

- Respondents from both urban and rural areas
- Equal number of male and female respondents
- Distribution across the age groups in both urban and rural areas needs to be similar/equal

The survey and interviews have to be conducted on a voluntary basis. Anonymity has to be guaranteed for respondents. Gratitude for completing the survey (for example, mobile phone credit) can be considered for caregivers, but not specialists.

It should be noted that KAP survey does not have a direct contact with children.

Selected contractor needs to develop a non-disclosure agreement and makes sure that operators who conduct surveys and interviews must sign this agreement before launching the field work.

The international consultant/institute (contractor) seeking to undertake this assignment shall use various relevant methodologies. The applicant will be requested to present the methodology of KAP considering the Phases and components outlined below.

The survey will be conducted in two phases. The Phase I will involve an inception phase, which will prepare and detail the conduct of the data gathering and analysis. This phase includes an informal desk review of secondary information, the development of a conceptual framework underpinning the approach to research, theory of change, analysis of media materials and interviews with selected UNICEF staff and other stakeholders as part of the scoping mission completed by the contractor. The end of Phase I will result in a detailed Inception Report that presents the conceptual framework, theory of change, final survey scope, sample, work-plan, data collection tools and methods based on information gathered during the first phase (including pre-testing, quality assurance procedure). The first phase should take no more than one and a half months, including online scoping mission, document review, and inception report submission and approval.

The Phase II of the survey will adhere to the approved workplan and methods detailed in the approved Inception Report. This will include training of regional supervisors/interviewers, field test of methodology, data collection and analysis, draft report writing and finalization, including recommendations and key messages.



The selected contractor and national researchers will be responsible for ensuring high quality of the collected data and analysis.

Documentary (see the list of documents below and in Annex 1), statistical and perceptual evidence will be gathered based on various data sources and methods as appropriate to answer the KAP research questions.

### **Conceptual framework and Theory of Change.**

#### **Develop a Conceptual framework for the study and a data analysis plan:**

- WHO datasets on ECI, ECD
- Review UNICEF's relevant reports and studies.
- Multi-indicators cluster survey (MICS)<sup>7</sup> (Early childhood development index 2020, MICS Functioning and Early Childhood Development Index; Early Childhood Development & Sustainable Development Agenda)
- Global monitoring of childhood development (GMCD) tools
- Ages and stages questionnaires
- CDC child developmental milestones
- Review 2016 KAP survey results and other relevant data sources (including nurturing care framework<sup>8</sup>) that could be used in analysis
- Identify key indicators for analysis taking into consideration relevant national and global strategic frameworks as well as priorities of the UNICEF health, early childhood development and preschool education programs in Kazakhstan;
- Recommend key issues and propose methods/approaches to be taken for further analysis
- Propose data analysis plan that should contain proposal of the further disaggregation and cross-tabulations, trend analysis, etc.
- Propose methods and plan for quantitative and qualitative part of the study on KAP on ECD monitoring 2021.

**Developed Theory of Change/Conceptual Framework** which will guide the survey in developing better Key Research Questions, identifying key indicators for monitoring, identifying gaps in available data, prioritizing additional data collection, and providing a structure for data analysis and reporting.

**When developing a Conceptual framework and a data analysis plan for the study, the following tasks will be required:**

- Review WHO datasets on ECI, ECD
- Review Global monitoring of childhood development (GMCD) tools
- Review ages and stages questionnaires
- Review CDC child developmental milestones

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<sup>7</sup> <https://mics.unicef.org/tools>

<sup>8</sup> Nurturing care framework - <https://apps.who.int/iris/bitstream/handle/10665/272603/9789241514064-eng.pdf>

- Review UNICEF’s relevant reports and studies including
  - Multi-indicators cluster survey (MICS)<sup>9</sup> (Early childhood development index 2020, MICS Functioning and Early Childhood Development Index; Early Childhood Development & Sustainable Development Agenda)
  - Review 2016 KAP survey results and
  - Other relevant data sources
- Identify key indicators for analysis taking into consideration relevant national and global strategic frameworks as well as priorities of the UNICEF health, early childhood development and preschool education programs in Kazakhstan;
- Recommend key issues and propose methods/approaches to be taken for further analysis
- Propose data analysis plan that should contain proposal of the further disaggregation and cross-tabulations, trend analysis, etc.
- Propose methods and plan for quantitative part of the study on KAP on ECD monitoring in 2021.

**When develop a Theory of Change** which will guide the survey, the following tasks will be required:

- Review the list of tentative survey questions
- Identify key indicators for monitoring
- Identify gaps in available data
- Prioritise additional data collection, and
- Provide a structure for data analysis and reporting
- Take into account the following results:
  - Survey intermediate results on knowledge, awareness, understanding of ECD monitoring:
    1. Increased knowledge on necessity and positive impact of ECI, knowledge on child development and evidence on what works in different geographic and socio-cultural contexts
    2. Increased knowledge and awareness of families and caregivers on key roles and behaviors related to early child developmental monitoring
    3. Increased awareness of families and caregivers on the effects of prevalent harmful social norms related to early child development monitoring, ECI and ECE
    4. Families and caregivers understand the importance of timely monitoring early child development
    5. Increased awareness of families and caregivers on negative impact of inappropriate or late care practices
    6. Families and caregivers are aware of available ECI and ECD services and how to access
    7. Families and caregivers know characteristics of quality ECI and ECD monitoring services
    8. Specialists know how to identify and address the specific needs of children in early childhood?
    9. Relevant information (resources) is available for parents/caregivers and professionals in Kazakh and Russian languages
  - Survey intermediate results on changes in beliefs, values, attitudes and perceptions:
    10. Improved communication of parents/caregivers and professionals
    11. Increased parent/caregiver’s role on ECD monitoring

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<sup>9</sup> <https://mics.unicef.org/tools>

12. Increased capacities of professionals on ECI and ECD monitoring services

Expected outcome: Demand and behavior change

13. Positive parents/caregivers and professionals' behavior on timely ECI and ECD monitoring

14. Increased demand for and utilization of ECD monitoring services

**Methodological limitation and issues to be considered:**

- Research questions need to be narrowed down during the inception phase.
- While it is less expensive to conduct CATIs than face-to-face interviews, CATIs are still relatively expensive and require well-trained interviewers and state-of-the art technology and software. Therefore, UNICEF recommends hiring enough trained interviewers in order to avoid any human resource risks.
- Time is needed to properly set up the KAP surveys in a CATI system and to ensure they run fault-free.
- Response rates for CATIs can be low and to provide equal numbers of female and male respondents might be challenging.
- Reaching some target audiences using CATIs is more difficult, particularly as household usage of fixed-line telephones has declined.

**6. Schedule for the Delivery of Services**

UNICEF will only make payment upon submission and approval of outlined above deliverables divided to several tranches. Payments will be split by groups of deliverables. Also note that UNICEF does not make advance payment and UNICEF is exempted from paying VAT and any other form of taxes. The exact schedule of activities will be agreed with the service provider based on the application and work plan for project implementation.

<b>Results/deliverables</b>	<b>% Payment</b>
Upon submission and UNICEF acceptance and certification of Inception report	20 %
Data collected and national researches are trained	25%
Upon submission and UNICEF acceptance and certification of 1 draft report with the results of the survey	25%
Upon submission and UNICEF acceptance and certification of Final report including key messages developed	20%
Presentation of the key findings	10%

## Dissemination and Use

The final report will be a e-published document. The contractor will also be expected to deliver a presentation of the main findings and recommendations to UNICEF colleagues in UNICEF country office and at the national event with participation of state bodies and civil society.

### 7. Knowledge/Expertise/Skills required:

The consultant/company/institution (contractor) should have:

- Competency in designing and conducting qualitative and quantitative research, KAP Surveys, household surveys, opinion polls, research on social norms and behavioral drivers.
- Competency in analysing collected data and making strategic observations and recommendations.
- Competency and/or educational background in social sciences, early childhood development and education.
- Knowledge and at least 5 years of experience related to research in early childhood development or child's rights including early interventions and childhood developmental monitoring.
- Expertise in research protocols and methodologies applied to social development issues focusing on children.
- Proven extensive experience (more than 5 years) in conducting face-to-face, telephone interviews and surveys with caregivers and specialists who provide services for young children and their families with the focus on early childhood developmental monitoring and education, early intervention services including developmental monitoring.
- Proven experience with data management.
- Skills in writing research reports in a comprehensive, focused and reader-friendly way.
- Excellent communication and analytical skills in the area of early childhood developmental monitoring.
- Good knowledge of computer applications.
- Advanced user of research software.
- Experience in conducting large surveys, and research for international /UN agencies will be an asset.
- Prior experience in communication research, study and evaluation will be an asset.
- Fluency in English (written and spoken), knowledge of Kazakh and Russian will be an asset.

<sup>12</sup> Costs indicated are estimated. Final rate shall follow the "best value for money" principle, i.e., achieving the desired outcome at the lowest possible fee. Consultants will be asked to stipulate all-inclusive fees, including lump sum travel and subsistence costs, as applicable.

Payment of professional fees will be based on submission of agreed deliverables. UNICEF reserves the right to withhold payment in case the deliverables submitted are not up to the required standard or in case of delays in submitting the deliverables on the part of the consultant

Individuals engaged under a consultancy or individual contract will not be considered "staff members" under the Staff Regulations and Rules of the United Nations and UNICEF's policies and procedures, and will not be entitled to benefits provided therein (such as leave entitlements and medical insurance coverage). Their conditions of service will be governed by their contract and the General Conditions of Contracts for the Services of Consultants and Individual Contractors. Consultants and individual contractors are responsible for determining their tax liabilities and for the payment of any taxes and/or duties, in accordance with local or other applicable laws.

Tasks/Milestone:	Deliverables/Outputs:	Timeline
Inception Report	<p>The Inception report will cover the following areas:</p> <ul style="list-style-type: none"> <li>- desk review that leads to conceptual framework;</li> <li>- conceptual framework/theory of change that underpins the content;</li> <li>- specific methods and data sources to answer each research question;</li> <li>- any proposed modifications to the research questions, as well as additional sub-questions;</li> <li>- ethical issues and approaches, processes for ethical review and oversight;</li> <li>- sampling strategy for accuracy of the analysis;</li> <li>- further thoughts on any other areas (e.g., risks, methodological limitations, and so on);</li> <li>- detailed workplan and timeline;</li> <li>- outline for draft report; and provisions for Terms of Reference for national research company and ethical process.</li> <li>- behavioral drivers, media review and policies and regulations</li> </ul>	September 15
Data Collection & Analysis Toolkit	<ul style="list-style-type: none"> <li>- to develop Data Collection &amp; Analysis Toolkit that translates all of the methods in the Inception Report into specific data collection and analysis instruments;</li> <li>- to make revisions to the methodology and Data Collection &amp; Analysis toolkit as necessary based on feedback and recommendations of the external ethical review board or panel</li> </ul>	September 31
Evidence of approval of the methodology by and External Ethical Review Board	<ul style="list-style-type: none"> <li>- to receive letter of approval from External Ethical Review Board</li> </ul>	October 15

Delivered Training for national researchers on ethics in evidence generation as well as implementation of the methodology and using of data collection tools	<ul style="list-style-type: none"> <li>- to provide trainings for national researchers</li> <li>- to receive a signed non-disclosure agreement from all national researchers</li> </ul>	October 30
The preparation of the draft report (10 days) based on internal and external reviews	<ul style="list-style-type: none"> <li>- a Draft Report (maximum 30 pages for each component): clearly articulating key findings, conclusions, lessons learned and recommendations; and an Executive Summary of no more than 5 pages, details including acknowledgements, unexpected findings, how bias was overcome, annexes including the research questions, theory of change, ethics approval, informed consent forms and the original TOR. There should be detail on how the research was conceptualized, how it was managed, the level of involvement of the stakeholders and how the research did 'no harm'.</li> <li>- It is recommended that the report will include: what is out of the scope of the study, further consideration of how early childhood developmental monitoring can be presented in order to receive more attention from other stakeholders, specific roles and responsibilities of the UNICEF team, formal literature review, the details on peer review process, input from stakeholders, cross-cutting issues of relevance to the theory of change, how were possible divergent opinions treated in the analysis.</li> </ul>	November 30
The preparation of the second draft	<ul style="list-style-type: none"> <li>- a second Draft Report that incorporates the first draft comments from UNICEF and national stakeholders, alongside a response matrix detailing how each comment was handled in the revising of the draft report</li> </ul>	December 5
The preparation of the final report	<ul style="list-style-type: none"> <li>- Final report needs to be completed by taking into account all comments.</li> </ul>	December 15
The development of key messages for communication and programming initiatives	<ul style="list-style-type: none"> <li>- a set of key messages: for use in future communication initiatives</li> </ul>	December 20

on early childhood developmental monitoring		
Presentation of the key findings of the survey	- a presentation of the major findings and recommendations of the survey, delivered online to UNICEF Office and national stakeholders (exact date to be agreed).	January 10

## 8. Recommended sources:

Programs/Strategies/Laws/Decrees	Links:
Кодекс «О БРАКЕ СУПРУЖЕСТВЕ И СЕМЬЕ» КОДЕКС РЕСПУБЛИКИ КАЗАХСТАН	<a href="https://online.zakon.kz/document/?doc_id=31102748">https://online.zakon.kz/document/?doc_id=31102748</a>
Закон Республики Казахстан от 8 августа 2002 года № 345-П  О правах ребенка в Республике Казахстан	<a href="https://online.zakon.kz/document/?doc_id=1032460">https://online.zakon.kz/document/?doc_id=1032460</a>
ЗАКОН РЕСПУБЛИКИ КАЗАХСТАН Об образовании	<a href="https://online.zakon.kz/document/?doc_id=30118747">https://online.zakon.kz/document/?doc_id=30118747</a>
Об утверждении перечня гарантированного объема бесплатной медицинской помощи	<a href="http://adilet.zan.kz/rus/docs/P090002136_">http://adilet.zan.kz/rus/docs/P090002136_</a>
Закон Республики Казахстан О социальной и медико-педагогической коррекционной поддержке детей с ограниченными возможностями	<a href="https://online.zakon.kz/document/?doc_id=1032168">https://online.zakon.kz/document/?doc_id=1032168</a>
Приказ Министра здравоохранения Республики Казахстан от 9 сентября 2010 года № 704. Зарегистрирован в Министерстве юстиции Республики Казахстан 15 сентября 2010 года № 6490.  Об утверждении Правил организации скрининга	<a href="https://adilet.zan.kz/rus/docs/V1000006490_">https://adilet.zan.kz/rus/docs/V1000006490_</a>
Приказ Министра образования и науки Республики Казахстан от 31 октября 2018 года № 604. Зарегистрирован в Министерстве юстиции Республики Казахстан 1 ноября 2018 года № 17669.  Об утверждении государственных общеобязательных стандартов образования всех уровней образования	<a href="https://adilet.zan.kz/rus/docs/V1800017669#z29">https://adilet.zan.kz/rus/docs/V1800017669#z29</a>
Приказ об утверждении стандартов оказания специальных социальных услуг в области социальной защиты населения	<a href="https://zakon.uchet.kz/rus/docs/V1500011038">https://zakon.uchet.kz/rus/docs/V1500011038</a>

Концепция «Қазақстан балалары – жазды қуанышка толтырайық!»	<a href="https://www.gov.kz/memleket/entities/bala/documents/details/47059?lang=ru">https://www.gov.kz/memleket/entities/bala/documents/details/47059?lang=ru</a>
President's National Addresses to the Nation	<a href="http://www.akorda.kz/ru/addresses">http://www.akorda.kz/ru/addresses</a>
СТРАТЕГИЯ «Қазақстан-2050»	<a href="https://primeminister.kz/assets/media/strategiya-kazakhstan-2050.pdf">https://primeminister.kz/assets/media/strategiya-kazakhstan-2050.pdf</a>
Стратегический план 2025	<a href="https://primeminister.kz/ru/documents/gosprograms/st ratplan-2025">https://primeminister.kz/ru/documents/gosprograms/st ratplan-2025</a>
Об утверждении Государственной программы развития образования и науки Республики Казахстан на 2020 - 2025 годы	<a href="http://adilet.zan.kz/rus/docs/P1900000988">http://adilet.zan.kz/rus/docs/P1900000988</a>
Order of the Prime Minister of the Republic of Kazakhstan dated August 17, 2020 No. 2020  the Roadmap for improving the provision of comprehensive assistance to children with disabilities in the Republic of Kazakhstan for 2021 – 2023	<a href="https://adilet.zan.kz/rus/docs/R2000000112">https://adilet.zan.kz/rus/docs/R2000000112</a>
Постановление Правительства Республики Казахстан от 15 марта 2021 года № 137  Об утверждении модели развития дошкольного воспитания и обучения	<a href="https://adilet.zan.kz/rus/docs/P2100000137">https://adilet.zan.kz/rus/docs/P2100000137</a>
Приказ Министра образования и науки Республики Казахстан от 5 декабря 2018 года № 668 Об утверждении программы в дошкольном образовании для раннего развития детей, развивающей социальные навыки и навыки самообучения	<a href="https://online.zakon.kz/Document/?doc_id=37687129">https://online.zakon.kz/Document/?doc_id=37687129</a>
ОБ ОРГАНИЗАЦИИ ВОСПИТАТЕЛЬНО-ОБРАЗОВАТЕЛЬНОГО ПРОЦЕССА В ДОШКОЛЬНЫХ ОРГАНИЗАЦИЯХ РЕСПУБЛИКИ КАЗАХСТАН в 2019-2020 учебном году ИНСТРУКТИВНО-МЕТОДИЧЕСКОЕ ПИСЬМО	<a href="http://rc-dd.kz/sites/rc-dd.kz/uploads/docs/imp/rus_IMP.pdf">http://rc-dd.kz/sites/rc-dd.kz/uploads/docs/imp/rus_IMP.pdf</a>
Об утверждении Правил проведения медико-социальной экспертизы  Приказ Министра здравоохранения и социального развития Республики Казахстан от 30 января 2015 года № 44. Зарегистрирован в Министерстве юстиции Республики Казахстан 31 марта 2015 года № 10589.	<a href="https://adilet.zan.kz/rus/docs/V1500010589">https://adilet.zan.kz/rus/docs/V1500010589</a>

## Reports of UNICEF in Kazakhstan



Improving Access to Poverty Targeted Social Assistance and Special Social Services	<a href="https://www.unicef.org/kazakhstan/en/reports/improving-access-poverty-targeted-social-assistance-and-special-social-services">https://www.unicef.org/kazakhstan/en/reports/improving-access-poverty-targeted-social-assistance-and-special-social-services</a>
Report on Child well-being in Kazakhstan	<a href="https://www.unicef.org/kazakhstan/en/reports/report-child-well-being-kazakhstan">https://www.unicef.org/kazakhstan/en/reports/report-child-well-being-kazakhstan</a>
Situation analysis of children in Kazakhstan - 2019	<a href="https://www.unicef.org/kazakhstan/en/reports/situation-analysis-children-kazakhstan-2019">https://www.unicef.org/kazakhstan/en/reports/situation-analysis-children-kazakhstan-2019</a>
Situation analysis of children and women in Kazakhstan - 2013	<a href="https://www.unicef.org/kazakhstan/en/reports/situation-analysis-children-and-women-kazakhstan-2013">https://www.unicef.org/kazakhstan/en/reports/situation-analysis-children-and-women-kazakhstan-2013</a>
Adolescent Mental Health and Wellbeing in Eastern Europe and Central Asia	<a href="https://www.unicef.org/kazakhstan/media/5996/file/2018_AMH_Premeeeting_Report_ENG.pdf">https://www.unicef.org/kazakhstan/media/5996/file/2018_AMH_Premeeeting_Report_ENG.pdf</a>
Situation analysis of children and women in Kazakhstan – 2013	<a href="https://www.unicef.org/kazakhstan/en/reports/situation-analysis-children-and-women-kazakhstan-2013">https://www.unicef.org/kazakhstan/en/reports/situation-analysis-children-and-women-kazakhstan-2013</a>
Children of Kazakhstan Statistical Yearbook	<a href="https://www.unicef.org/kazakhstan/en/reports/children-kazakhstan-statistical-yearbook">https://www.unicef.org/kazakhstan/en/reports/children-kazakhstan-statistical-yearbook</a>
Mapping the role and tools of PMPC in inclusive education and early childhood interventions, 2020	<a href="https://www.unicef.org/kazakhstan/media/5966/file/%D0%9A%D0%B0%D1%80%D1%82%D0%B8%D1%80%D0%BE%D0%B2%D0%B0%D0%BD%D0%B8%D0%B5%20%D1%80%D0%BE%D0%BB%D0%B8%20%D0%B8%20%D0%B8%D0%BD%D1%81%D1%82%D1%80%D1%83%D0%BC%D0%B5%D0%BD%D1%82%D0%BE%D0%B2%20%D0%9F%D0%9C%D0%9F%D0%9A.pdf">https://www.unicef.org/kazakhstan/media/5966/file/%D0%9A%D0%B0%D1%80%D1%82%D0%B8%D1%80%D0%BE%D0%B2%D0%B0%D0%BD%D0%B8%D0%B5%20%D1%80%D0%BE%D0%BB%D0%B8%20%D0%B8%20%D0%B8%D0%BD%D1%81%D1%82%D1%80%D1%83%D0%BC%D0%B5%D0%BD%D1%82%D0%BE%D0%B2%20%D0%9F%D0%9C%D0%9F%D0%9A.pdf</a>
Knowledge, Attitudes and Practices Survey Violence Against Children in Families in Kazakhstan, 2016	The document will be provided upon request
Follow-up Knowledge, Attitudes and Practices Survey Violence Against Children in Families in Kazakhstan, 2021	The document will be provided upon request
Knowledge, Attitudes and Practices Survey on Immunization in Kazakhstan 2021	The document will be provided upon request
Evaluation of the Early Child Development and Early Childhood Education in the Republic of Kazakhstan 2017	The document will be provided upon request

The Behavioral Drivers Model	<a href="https://www.unicef.org/mena/media/5586/file/The_Behavioural_Drivers_Model_0.pdf%20.pdf">https://www.unicef.org/mena/media/5586/file/The_Behavioural_Drivers_Model_0.pdf%20.pdf</a>

## ANNEX II - UNICEF 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](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](http://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.

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