

**REQUEST FOR PROPOSAL**

**LRFP-2017-9132389**

**14 June 2017**

**UNITED NATIONS CHILDREN'S FUND (UNICEF)**

Wishes to purchase

**GBV Training for Security Forces Consultant**

E MAILED proposals should be sent to:

UNICEF Jordan  
Attention: EID UNIT  
E MAIL: [jordanbids@unicef.org](mailto:jordanbids@unicef.org) (secure email)

**IMPORTANT - ESSENTIAL INFORMATION**

The reference LRFP-2017-9132389 must be shown on the e mail

The Request for Proposal for Services form must be used when replying to this invitation. You are welcome to enclose your own specifications, if necessary.

Proposals must be received by latest 12:00 Noon (Amman time) on 25 June 2017 and will be opened at 02:00 PM (Amman time) on 25 June 2017. Request for Proposal for Services received after the stipulated date and time will be invalidated.

Request for Proposal for Services must be emailed to [jordanbids@unicef.org](mailto:jordanbids@unicef.org) ONLY. Request for Proposal for Services emailed to other addresses will be invalidated, even if received before the stipulated deadline.

It is important that you read all the provisions of the Request for Proposal for Services to

THIS REQUEST FOR PROPOSAL HAS BEEN:

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**Prepared By:**

Lama Jaber  
(To be contacted for additional information, NOT FOR SENDING OFFERS)  
Email : lajaber@unicef.org

**Verified By:**



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Thokozani Murape

**BID FORM**

BID FORM must be completed, signed and returned to UNICEF.  
Bid must be made in accordance with the instructions contained in this INVITATION.

**TERMS AND CONDITIONS OF CONTRACT**

Any 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**

Any request for information regarding this INVITATION must be forwarded by fax to the attention of the person who prepared this document, with specific reference to the Invitation number.

The Undersigned, having read the Terms and Conditions of INVITATION No. **LRFP-2017-9132389** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

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

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

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

Company: \_\_\_\_\_

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

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

Fax No: \_\_\_\_\_

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

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

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

Please indicate after having read UNICEF Price & Discount stated in the Specific Terms and Conditions, which of the following Payment Terms are offered by you:

10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_

Other Trade Discounts \_\_\_\_\_

~~The item contains the following services:~~

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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TERMS OF REFERENCE FOR SERVICE CONTRACTING

Assignment  
GBV Training for Security Forces Consultant

Budget Source  
UN Action Against Sexual Violence in Conflict (UN Action) Multi-partner trust fund

Location  
Amman, Jordan

Duration  
8 months

Estimate number of working days  
150 days (70 days desk review, assessment and development of materials + 80 days training and coaching + plus 10 days final report)

Start date  
01 July 2017

End date  
28 February 2018

Reporting to  
Chief of Child Protection and CP Specialist

1. JUSTIFICATION/BACKGROUND

Gender-based violence (GBV) # including sexual violence # is present in societies across the globe in times of peace and stability as well as in conflicts, and the analysis of the data accessible in different contexts is showing us that the most vulnerable groups to GBV are children and women.

Some girls and boys are particularly vulnerable to GBV because of gender, race, ethnic origin or socio-economic status. Higher levels of vulnerability are often associated with children with disabilities, who are orphaned, indigenous, from ethnic minorities and other marginalized groups. Other risks for children are associated with living and working on the streets, living in institutions and detention, and living in communities where inequality, unemployment and poverty are highly concentrated. Child refugees, internally displaced children and unaccompanied migrant children are also populations of concern. Vulnerability is also associated with age; younger children are at greater risk of certain types of violence and the risks differ as they get older.

During armed conflict, these factors are intensified by forced displacement, separation of families and communities, and weakened or destroyed infrastructure that erode the social and legal protections in place during times of stability, resulting in major risk to suffer violence. Emergency situations pose increased challenges as they also exacerbate forms of gender-based violence (GBV) that children and women are exposed to in times of peace, such as domestic violence.

Sexual exploitation and abuse (SEA) is a form of gender-based violence <http://www.pseataaskforce.org/> that is also heightened in contexts of conflict. The term #sexual exploitation# refers to any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting

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monetarily, socially or politically from the sexual exploitation of another UN Secretary-General's Bulletin on protection from sexual exploitation and abuse (PSEA) (ST/SGB/2003/13). The term #sexual abuse# refers to the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions Idem.. The UN Secretary General Mr. Ban Ki Moon made a special commitment within UN to eliminate SEA, particularly as a response to the alarming number of incidents of SEA committed by UN staff that were uncovered in the recent years Secretary-General's Bulletin Special measures for protection from sexual exploitation and sexual abuse (<http://pseataaskforce.org/uploads/tools/1327932869.pdf>).

All children have the right to be protected from violence, exploitation and abuse [http://www.unicef.org/protection/57929\\_57972.html](http://www.unicef.org/protection/57929_57972.html). Yet, millions of children worldwide from all socio-economic backgrounds, across all ages, religions and cultures suffer violence, exploitation and abuse every day. Millions more are at risk. GBV, exploitation and abuse are often practiced by someone known to the child, including parents, other family members, caretakers, teachers, employers, law enforcement authorities, state and non-state actors and other children. Only a small proportion of acts of GBV, exploitation and abuse are reported and investigated, and few perpetrators are held accountable.

UNICEF made prevention and response to gender-based violence in emergencies (GBViE) one of four corporate priorities in the organization's Gender Action Plan (GAP) 2014- 2017. This priority provides an internal foundation to address GBV as a life-saving priority across all UNICEF humanitarian assistance efforts.

Preventing and responding to GBViE is recognized as a life-saving measure and an essential component of humanitarian action. According to the IASC GBV Guidelines, #All humanitarian actors must be aware of the risk of GBV and#acting collectively to ensure a comprehensive response#prevent and mitigate these risks as quickly as possible within their areas of operation# (p. 14). This responsibility is supported by a framework that encompasses international and national law, UN Security Council Resolutions, Humanitarian Principles and Humanitarian Standards and Guidelines.

Considering the engagement of the Hashemite Kingdom of Jordan in providing the highest standards in academic and practical training for their military and security forces, including the deployment of members of the Jordanian Armed Forces and Security Departments in various UN peace operations missions, UNICEF has engaged in a capacity development process with different security forces in order to develop a specific training curriculum and materials to prevent and respond to the risk of GBV in Emergencies, in particular sexual violence, and to the protection of children from violence, looking forward to strengthen the capacity of the security forces members and their commanding officers with the tools necessary to guarantee an effective protection of Jordanian citizens and also most vulnerable civilians in regular and emergency settings, according to the commitment of the Hashemite Kingdom of Jordan to uphold international law and peace.

## 2. PURPOSES

The purpose of this consultancy is twofold:

Purpose 1: Support national security forces and training institutions to develop their capacity building programmes on GBV and VAC prevention and response in regular and emergency settings (including sexual violence), children and women's rights, and violence against children.

Purpose 2: Assess and develop the technical capacity of the Family Protection Department (FPD) to strengthen their protection role and to identify, prevent and respond to Gender-based Violence and Violence against Children according to survivor-centered, gender-sensitive and child friendly approaches.

## 3. OBJECTIVES

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Purpose 1

1. Conduct a desk review of literature and provide documented evidence of this review of sources, documents and training manuals related to training of security forces in the area GBV prevention and response in regular and emergency settings (including sexual violence), children and women's rights, and violence against children.
2. Conduct a mapping exercise, including capacity and training needs assessment of each security forces agency including JAF, police, gendarmerie, and respective training institutions (including Jordan Peace Operations Training Center) to identify the departments to be trained, including review of the existing training programmes and manuals to guide the development of the new training materials.
3. Prepare a plan of action, a time schedule and a framework for preparing the different training materials and programmes including the outline of the content of the training manuals that addresses the needs of the various security forces. The plan should look at including the training materials as part of the induction training and annual training programmes implemented by the security forces agencies, the Jordan Peace Operations Training Center (POTC), the Police Academy and King Abdullah Training City. The plan should provide recommendations on the modules that can be integrated within the induction or other regular training that the security forces undertake regularly.
4. Develop Jordan- security forces specific training materials that fits the needs of each agency with modules on GBV and VAC (TOT manuals, annexes and all training tools necessary i.e. power point presentations, case studies, etc.) tailored from international training documents and in consultation with a technical committee formed by security forces and training institutions focal points.
5. Submit the training materials to UNICEF and the above mentioned technical committee for validation.
6. Conduct training workshops (number TBD based on workplan) to test the specific security force branch manuals and training materials and amend the training manuals based on the feedback from the training and the committee.
7. Conduct at least (5) Trainings of Trainers (TOTs) for the identified security forces agencies and training institutions, to be able to roll out the training their male and female security forces personnel.
8. Provide follow-up coaching and technical support to the trainers from the identified security forces agencies and training institutions during the provision of training to male and female security forces personnel on GBV prevention and response in regular and emergency settings (including sexual violence), children and women's rights, violence against children.
9. Develop and test specific indicators to ensure effective monitoring and evaluation of all GBV interventions by the target agencies.
10. Work with targeted stakeholders to identify recommendations and proposals that they will adopt to improve their interventions in relation to GBViE programming and identify, at minimum, one indicator per stakeholder to be monitored regularly.

Purpose 2

1. Assess the FPD training materials and programmes appropriateness and adherence to international standards and propose needed changes.
2. Review and adapt the training materials used by FPD to train professionals from the Police, social workers, judiciary, etc. in relation to prevention and response to Gender-based Violence, domestic violence and violence against children, with a special focus on incorporating a survivor-centered approach and developing case management skills according to international standards.
3. Conduct a training needs assessment of the trainers of FPD to identify gaps and develop training materials (TOT manuals, annexes and all training tools necessary i.e. power point presentations, cases studies, etc.) to build FPD capacity.

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	<p>4. Conduct TOT training for Master Trainers to test the materials and amend and ensure the trainers are qualified to train others.</p> <p>5. Develop and test specific indicators to ensure effective monitoring and evaluation of all GBV interventions by the FPD.</p> <p>6. Work with all stakeholders to identify recommendations and proposals that they will adopt to improve their interventions in relation to GBViE programming and identify, at minimum, one indicator per stakeholder to be monitored regularly.</p>			

For both purposes:

1. The training materials should in English and Arabic languages adhere to following criteria:
  - a) Ensure that training materials are human rights-based, survivor-based, child-centered, non-discriminatory, focused on equality and responsibilities, and gender-sensitive;
  - b) Adopts an active approach by utilizing various educational and adult-learning approaches;
  - c) Uses easy-to-understand simplified language and the scientific vocabulary and educational messages included therein are clear and targeted;
  - d) Utilizes regional and international references related to the subject matter;
  - e) Uses culturally appropriate content and presentation;
  - f) Based on practical step-by-step detailed training sessions;
2. Submit the training materials to UNICEF and the above mentioned relevant technical committee for validation.
3. To prepare a pre-testing and post-testing tool to measure changes in the knowledge, attitudes and skills of participants in the training course on the basis of the training manual;
4. To submit the finalized version of the training manual, edited and checked for language and spelling mistakes in Arabic language.

#### 4. SCOPE OF THE WORK

The Training Consultant will be responsible for developing specialized training manuals and modules and for providing dedicated, sector-specific training and technical assistance to members of the security forces through their training institutions, including the Jordan Peace Operations Training Center (POTC), the Police Academy and King Abdullah Training City on issues related to GBV and VAC prevention and response in regular and emergency settings (including sexual violence), children and women's rights, violence against children, etc., in order to facilitate the integration of GBV and VAC prevention, mitigation and response efforts into the response of Jordanian security forces.

For the second objective, the consultant will work with FPD teams and other partners from MoSD, NCFA and MoH to develop survivor-centered approach and case management and investigation techniques.

The consultant will report to the CP Specialist GBV in Emergencies, and the Chief of Child Protection in UNICEF Jordan.

#### 5. APPROACH AND METHODOLOGY

The efforts of the Training Consultant will result in strengthened capacity within the JAF and security departments to address GBV & GBViE and VAC during their service, as well as develop local technical expertise and tools available at the Jordan Peace Operations Training Center (POTC), the Police Academy and King Abdullah Training City and other training facilities in order to ensure mainstreaming of GBViE and VAC in their curricula and the sustainability of this capacity development endeavor. It will also build the capacities of FPD to address GBV and VAC in multi-disciplinary survivor based approach.

The Training Consultant will develop tailored training modules and provide on-site trainings, coaching and technical support required to achieve the following results:

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	<p>1. Raise awareness among partners in the importance to prevent and respond to GBViE and VAC.</p> <p>2. In consultation with a technical committee formed by security departments# focal points, provide sector-specific training and guidance for integrating GBV prevention and response into their operations and activities.</p> <p>3. Brief and support all of the relevant stakeholders to help improve understanding that practical achievable solutions to reducing GBV risks are available, and will add value to their interventions.</p> <p>4. Promote learning on how existing interventions can be enhanced in the light of good and emergent practice of protection from GBViE.</p> <p>6. EXPECTED DELIVERABLES</p> <p>All deliverables are to be submitted in Arabic and English (professional standard):</p> <p># Deliverables</p> <p>1 Inception report, including: (a) Workplan for the consultancy with timetable; and (b) Desk review of sources, documents and training manuals related to training of security forces on GBV prevention and response</p> <p>2 Report of mapping, capacity and training needs assessment of each security forces agency, including existing training programmes and manuals</p> <p>3 Core, comprehensive Jordan-specific training modules on GBViE &amp; VAC incorporating all the above mentioned information and sources.</p> <p>4 ToT Guidelines tailored to each of the target security forces agencies# protection mandate, addressing how to incorporate and implement the GBViE &amp; VAC Core Module in their training curricula and operations (these documents are the result of the feedback and validation of the GBV&amp;VAC Core Module by each of the targeted security forces agencies and the Steering Committee).</p> <p>5 Methodology, presentations and materials for the training of trainers of the security forces agencies and training institutions (manuals, annexes, all training tools such as power point presentations, case studies, etc).</p> <p>6 Methodology, presentations and materials for the trainings of security forces personnel to be conducted by the security forces trainers (including a simplified version of the GBV&amp;VAC Core Module to be shared with the participants, manuals, annexes, all training tools such as power point presentations, case studies, etc).</p> <p>7 Workshop(s) to test training materials</p> <p>8 Completion of (5) Training of Trainers# (up to 10 Days each) and follow-up coaching (up to 10 days) for the target agencies</p> <p>9 Complete report of the consultancy including observations of the implementation of the trainings by the trainers under coaching, challenges and recommendations.</p> <p>7. GOVERNANCE AND ACCOUNTABILITY</p> <p>The consultant will report on progress to the Chief of Child Protection and CP Specialist GBV at UNICEF Jordan Country Office, and in relation to content to the Technical Committee and UNICEF JCO.</p> <p>Two Technical Committee (TC) will be constituted:</p> <p>TC for Purpose 1: will comprise the representatives of the major stakeholders including the JAF and security departments, particularly the Jordan Peace Operations Training Center (POTC), the Police Academy and King Abdullah Training City. The TC will:</p> <p># Provide clear specific advice, information and support to the consultant.</p> <p># Review the materials drafted and final report.</p>			



Item No	Item Description	Quantity/Unit	Unit Price	Amount
	TC for Purpose 2: will comprise the representatives of the major stakeholders including the FPD and security departments, MoSD, NCFA and MoH. The TC will: # Provide clear specific advice, information and support to the consultant. # Review the materials drafted and final report.			
8.	REALISTIC DELIVERY DATES AND DETAILS ON HOW THE WORK MUST BE DELIVERED			
	# Deliverables Type and language Delivery Date			
	1 Inception report, including: (a) Workplan for the consultancy with timetable; and (b) Desk review of sources, documents and training manuals related to training of security forces on GBV prevention and response All in Arabic and English (professional standard) 2 weeks after contract signature (15 July 2017)			
	2 Report of mapping, capacity and training needs assessment of each security forces agency, including existing training programmes and manuals All in Arabic and English (professional standard) 1.5 months after contract signature (15 August 2017)			
	3 Core comprehensive Jordan-specific training modules on GBViE & VAC incorporating all the above mentioned information and sources. All in Arabic and English (professional standard) 3.5 months after contract signature (15 Oct 2017)			
	4 ToT Guidelines tailored to each of the target security forces agencies# protection mandate, addressing how to incorporate and implement the GBViE & VAC Core Module in their training curricula and operations (these documents are the result of the feedback and validation of the GBV&VAC Core Module by each of the targeted security forces agencies and the Steering Committee).All in Arabic and English (professional standard) 3.5 months after contract signature (15 Oct 2017)			
	5 Methodology, presentations and materials for the training of trainers of the security forces agencies and training institutions (manuals, annexes, all training tools such as power point presentations, case studies, etc). All in Arabic and English (professional standard) 4 months after contract signature (30 Oct 2017)			
	6 Methodology, presentations and materials for the trainings of security forces personnel to be conducted by the security forces trainers (including a simplified version of the GBV&VAC Core Module to be shared with the participants, manuals, annexes, all training tools such as power point presentations, case studies, etc). All in Arabic and English (professional standard) 4 months after contract signature (30 Oct 2017)			
	7 Workshop(s) to test training materials 4.5 months after contract signature (15 Nov 2017)			
	8 Completion of (5) Training of Trainers# (up to 10 Days each) and follow-up coaching (up to 10 days) for the target agencies 7 months after contract signature (01 Feb 2018)			
	9 Complete report of the consultancy including observations of the implementation of the trainings by the trainers under coaching, challenges and recommendations. All in Arabic and English (professional standard) 8 months after contract signature (28 Feb 2018)			

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9. OFFICIAL TRAVEL INVOLVED

It is expected that the consultant(s) would make visits to the country (if located outside) including presence during TOT and coaching phases. All travel costs (international and local) should be planned properly in the technical proposal and included in the financial proposal. Please note that if selected, the contract can be a supporting document to obtain entry visa (if necessary). UNICEF will be unable to secure travel visas.

10. DESIRED QUALIFICATIONS, SPECIALIZED KNOWLEDGE OR EXPERIENCE

The qualifications and experience required for the GBVIE component are as follows:

- Master in public health, social work, political science, human rights, international law or other related degree, or equivalent programming experience.
- At least 8 years of experience on training and capacity building related to addressing GBV and especially GBViE and VAC.
- Experience in GBV and especially GBViE and VAC related prevention and response mainstreaming and programme development.
- Experience in capacity building with members of the military and security forces and management staff, ideally on GBV and especially GBViE and VAC. Experience working with peacekeeping forces will be a plus.
- Deep understanding of GBV & VAC guiding principles and what it means to provide a survivor-centered response.
- Understanding of the steps of case management and its intersections with protection interventions.
- Experience supporting staff in GBV and VAC case management; experience providing case management training a plus.
- Proven experience developing and facilitating workshops. Production of sample work is required.
- Experience in working with government counterparts is desirable
- Excellent analytical and report writing skills.
- Proven ability to work within limited time constraints in the preparation of high quality documents.
- Demonstrated organizational skills, including the ability to work independently and productively, with multiple stakeholders in a fast-paced environment.
- Flexible work attitude: the ability to work productively in a team environment as well as independently, and the ability to handle requests or issues as they arise.
- Demonstrated understanding of issues related to confidentiality, data safety/security and other ethical concerns related to the sharing of sensitive data.
- Excellent interpersonal and communication skills: the ability to successfully and effectively liaise with people in a wide range of functions in a multi-cultural environment.
- Written and spoken fluency in Arabic and English is a must.

The qualifications and experience required for the VAC component are as follows

- 8 years minimum of technical expertise in child protection.
- Minimum 10 years of relevant international work experience in emergency and development contexts.
- Extensive and proved experience in capacity building programs: developing learning and development needs assessments and strategies, design and elaboration of training packages and modules, developing and implementing training of trainers, facilitating multi-sectoral trainings on CP and SGBV prevention and response, and developing learning and development M&E systems.
- Proved experience working with the following issues:
  - o Child protection minimum standards;

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	<ul style="list-style-type: none"> <li>o Gender-based violence prevention and response;</li> <li>o Child protection in humanitarian action;</li> <li>o Caring for child survivors;</li> <li>o Information management and case management for CP;</li> <li>o SGBV and child protection sops;</li> <li>o Child protection and SGBV prevention and response strategies;</li> <li>o Child safe spaces and one-stop center for CP;</li> <li>o Child protection &amp; SGBV coordination mechanisms;</li> <li>o Differentiated approach to best interest procedures;</li> <li>o Mechanisms for the identification of people at heightened risk and systems; for referral and follow-up; and</li> <li>o Emergency preparedness plan.</li> </ul> <ul style="list-style-type: none"> <li>· Relevant work in capacity development for security forces, international and national humanitarian staff, implementing partners# staff, and Government officials.</li> <li>· Extensive experience undertaking regular assessments of risks, identifying gaps and developing appropriate responses for child protection and GBV.</li> <li>· Extensive experience conducting case management in emergency settings.</li> <li>· Extensive experience providing technical support to national and government counterparts in the development of child protection risk assessment tools, training manuals and strategies.</li> </ul>			
11.	<p><b>PERFORMANCE INDICATORS FOR EVALUATION OF RESULTS</b></p> <p>Proposed timelines for completion of activities are met and deliverables submitted on time with good quality and as per the standards described in the TORs as well as UNICEF/UNEG global standards. Overall performance at the end of the contract will be evaluated against the following criteria: timeliness, responsibility, initiative, communication, and quality of the products delivered.</p>			
12.	<p><b>FREQUENCY OF PERFORMANCE REVIEWS</b></p> <p>The consultant will hold meetings with:</p> <ul style="list-style-type: none"> <li>· Technical Committee and UNICEF to get feedback on each deliverable according to schedule.</li> <li>· Monthly meetings with focal point in UNICEF to discuss progress of the overall consultancy.</li> </ul>			
13.	<p><b>ESTIMATED DURATION OF THE CONTRACT AND PAYMENT SCHEDULES</b></p> <p>The contract will cover the period from 01 July 2017 to 28 February 2018. The deliverables and the trainings must be implemented during this timeframe according to a workplan agreed upon with the technical committee and UNICEF. Proposed and estimated timeframe for deliverables is listed under each deliverable in the Section 8. The consultant should propose a timeline to submit the deliverables considering necessary and adequate time (at least two weeks) to be allocated for review and quality assurance processes of the deliverables by the technical committee and UNICEF.</p> <p>Payment is contingent on approval by the consultancy manager and will be made in three installments.</p> <ul style="list-style-type: none"> <li>· 20 % of the total contract will be paid upon submission and clearance of Deliverable # 1;</li> <li>· 30 % of the total contract will be paid upon submission and clearance of Deliverables # 5 and 6;</li> <li>· Remaining 50 % will be paid upon clearance of the final report of the consultancy including observations of the implementation of the trainings by the trainers under coaching, challenges and recommendations.</li> </ul>			

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The consultants would be required to use their own computers, printers, photocopier etc.

14. CALL FOR PROPOSALS

A two stage procedure shall be utilized in assessing the proposals, with assessment of the technical proposal being completed prior to any price proposal being compared. Applications shall therefore contain the following required documentation:

1. Technical Proposal:

Applicants shall prepare a proposal as an overall response to ToR ensuring that the purpose, objectives, scope, criteria and deliverables of the study are addressed. The proposal shall include a draft content of the training manual. Draft work plan and timeline for the study should also be included. The Technical Proposal shall also include updated profiles/CV of the consultant including links to previous materials developed for similar consultancies.

2. Financial Proposal:

Offer with cost breakdown: Consultancy fees, international (economy class) and internal travel costs, Daily Subsistence Allowance (DSA), required translations and other costs. The Financial Proposal shall be submitted in a separate file, clearly named Financial Proposal. No financial information should be contained in the Technical Proposal.

15. INDICATION OF HEALTH STATEMENT AND CERTIFICATE OF GOOD HEALTH HAS BEEN RECEIVED PRIOR TO SIGNING THE CONTRACT

Yes

16. UNICEF RECOURSE IN CASE OF UNSATISFACTORY PERFORMANCE

In case of unsatisfactory performance the payment will be withhold until quality deliverables are submitted. If the consultant is unable to complete the assignment, the contract will be terminated by notification letter sent 15 days prior to the termination date. In the meantime, UNICEF will initiate another selection in order to identify appropriate candidate.

17. INDICATION THAT THE CONSULTANT/INDIVIDUAL CONTRACTOR HAS RECEIVED A COPY OF THIS DOCUMENT OR. ALTERNATIVELY, AN EXPERT OF RELEVANT PROVISIONS INCLUDING THOSE CONCERNING LEGAL STATUS, OBLIGATIONS AND TITLE RIGHTS.

Section B: Timetable (Schedule)

This section should include a proposed time/delivery schedule. An action plan specifying the timeframe with various milestones and activities should be included under this section.

Section C: Financial Offer

A separate Financial Offer detailing all activity expenses and logistics should be submitted under this section. The financial offer (this section) should be submitted on a separate page from the Technical Capability and Schedule information.

The Technical section of the proposal should be submitted both in English language. All other sections should be annexed. All sections (components) of the proposal will be evaluated and any omissions will weigh against the quote during the consultancy.

18. EQUITY, GENDER, HUMAN RIGHTS, INCLUDING CHILD RIGHTS

The TOR indicates the relevant instruments or policies on human rights, including equity issues, child rights and gender equality that will guide the material development process, including a human rights based approach, including child rights based and gender sensitive.

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19. CONDITIONS

The contractor will work on its own computer(s) and use its own office resources and materials in the execution of this assignment. The contractor's fee shall be inclusive of all office administrative costs

10	1 EA	GBV Training for Security Forces Consult		
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00010 1 Perf. unit

Incoterms & Delivery Requested	Lead Time & Related Charges		
<b>Packing</b>			
Unit : Dimension.....x.....x.....cm	Weight.....kg	Volume.....cbm	
Total: Dimension.....x.....x.....cm	Weight.....kg	Volume.....cbm	

## SPECIFIC TERMS AND CONDITIONS

### B. UNICEF SPECIAL TERMS AND CONDITIONS

#### 1.0 PROCEDURES AND RULES

##### 1.1 Organizational Background

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

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

##### 1.2 Purpose of the Request For Proposal for Services (RFP)

The purpose of this RFP is to invite proposals for **[GBV Training for Security Forces Consultant]**.

##### 1.3 Forecast Schedule

The schedule of the contractual process is as follows:

- a) Closing date and time for submission of full proposal: **[25.06.2017 AND 12:00PM]**
- b) Questions to be received by: **[19.06.2017]**
- c) Estimated date of Signature of contract: **[30.06.2017]**
- d) Award Notice: **[29.06.2017]**

##### 1.4 RFP Change Policy

All requests for formal clarification or queries on this RFP must be submitted in writing to **[LAMA JABER]** via e-mail to **[LAJABER@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 Proposers.

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

##### 1.5 RFP Response Format

Full proposals should be submitted in ENGLISH and must be received no later than **[TIME AND DATE]** to the designated email.

N.B. The Proposal must be sent for the attention of the Bid Unit of UNICEF as specified on the cover sheet of this RFP. Proposals not sent in this manner will be disqualified.

Emailed proposals must be sent to the secure email: [JORDANbids@unicef.org](mailto:JORDANbids@unicef.org) later than the closing time and date.

The bids type must be clearly indicated as follows:

- \* Email for Technical Proposal: Name of company, RFP number # #Technical Proposal#
- \* Email for Price Proposal: Name of company, RFP number # #Price Proposal#

Proposals received in any other manner will be invalidated.

Offers delivered at a different email address or in a different form than prescribed in this RFP, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected.

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

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

## 1.6 Proposer's Response

### 1.6.1 Formal submission requirements

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

### 1.6.2 Proposal Form

The completed and signed Proposal form must be submitted together with the proposal.

### 1.6.3 Mandatory criteria

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

### 1.6.4 Technical Proposal

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

No price information should be contained in the technical proposal.

### 1.6.5 Price Proposal

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

### 1.6.6 Checklist for submission of proposals

- \* Proposal form filled in and signed
- \* Email for technical proposal

- Technical proposal
- Technical proposal does not contain prices
- Email is marked as follows:  
Name of company, RFP number # #Technical Proposal#, UNICEF JORDAN, Bid Section
- \* Email for price proposal
- Price proposal
- Email is marked as follows:  
Name of company, RFP number # #Price Proposal#, UNICEF JORDAN, Bid Section

### 1.7 Confidential Information

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

### 1.8 Rights of UNICEF

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

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

### 1.9 Proposal Opening

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

### 1.10 Proposal Evaluation

After the opening of proposals, each proposal will be assessed first on its technical merits and subsequently on its price. 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 Contracting Centre where the commercial evaluation will be done of proposals that have reached the minimum technical score required.

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 responses to the RFP should include and will be evaluated against the following:



a) Technical Evaluation

1) Overall Response (10 points)

- General adherence to Terms of Reference and tender requirements. Clear feedback on the TOR and any suggestions additions/deletions/revisions based on Contractor's experience in other similar assignments;
- Elaborated and articulated understanding of scope, objectives and overall assignment and requirement for this consultancy, demonstrated knowledge and experience in similar consultancies, and completeness and coherence of response

2) Proposed methodology and approach (30 points)

- Deliverables are addressed as per ToR
- Proposed approach/methodology and management control system respond to the scope of the consultancy
- Proposed Implementation Plan, i.e. how the bidder will undertake each task, and maintenance of project schedules demonstrates timelines will be met
- Process and procedures for ethical review are elaborated and integrated into the process
- Alternative proposals are made on methodology, implementation plan and timeframe as per the sound understanding of the scope of the assignment and with reasonable justifications
- Critical factors and constraints from the Contractor's perspective, which may impact the success and timely completion of the assignment/project.

3) Technical capacity (30 points)

- Consultant meets the defined qualifications such as minimum years of proven and relevant experience
- Consultant has previously conducted similar work with evidence. Range and depth of experience with similar studies
- Excellent report writing and language skills
- Two Samples of previous relevant work undertaken successfully by the contractor.
- Three separate work related references.

Technical score: 70 % of 70 points = 49 points

Only proposals which receive a minimum of [49] points will be considered further.

The evaluation criteria will be a split between technical and commercial scores (a [70]/ [30] split).

Technical scores to be given based on the above mentioned desired deliverables, whereas commercial scores will relate to price.

b) Price Proposal

The total amount of points 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 invited firms/institutions which 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.:

Score for price proposal X = [Max. score for price proposal ([30] Points) \* Price of lowest priced proposal] / Price of proposal X

Total obtainable Technical and Price points: 100

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.

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

The currency of the proposal shall be in [JOD]. Invoicing will be in the currency of the proposal. The Proposer will suggest a payment schedule for the Contract, linked to unambiguous Contract milestones. All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

#### 1.11 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 Proposer will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFP.

#### 1.12 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 candidates included in the submission. For proposals from institutions, the proposal must also be signed by an authorised representative of the institution. Proposers are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

#### 1.13 Full right to use and sell

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

#### 1.14 Payment Terms

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

#### 1.15 Contractual Terms and Conditions

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

## INSTRUCTION TO BIDDERS

### 1. MARKING AND RETURNING PROPOSALS

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

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

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

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

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

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

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

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

\* Outer sealed envelope:

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

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

### 2. OPENING OF PROPOSALS

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

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

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

### 3. UNGM REGISTRATION

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

### 4. AWARD NOTIFICATION

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



## ANNEX A GENERAL TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

#### Definitions and UNICEF Supply Website

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

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

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

"Consignee" means the consignee designated in the Contract.

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

"Goods" means the goods specified in the relevant section of the Contract.

"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.

"INCOTERMS" means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most-recently issued at the effective date of the Contract. References in the Contract to trade terms (such as "FCA", "DAP" and "CIP") are references to those terms as defined by the INCOTERMS.

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

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

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

"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 Supplier, are publicly available on the UNICEF Supply Website. The Supplier represents that it has reviewed all such policies as of the effective date of the Contract.

#### 2. Delivery; Inspection; Risk of Loss

2.1 The Supplier will deliver the Goods to the Consignee at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERM, the Supplier will obtain any export licences required for the Goods. The Supplier will ensure that UNICEF receives all necessary transport documents in a timely manner so as to enable UNICEF to take delivery of the Goods in accordance with the requirements of the Contract. The Supplier will neither seek nor accept instructions from any entity other than UNICEF or entities authorized by UNICEF to give instructions to the Supplier) in connection with the supply and delivery of the Goods.

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes (if any) to the requirements for the Goods (such as packaging, packing and labeling requirements), shipping instructions or delivery date of the Goods set out in the Contract. If UNICEF requests any material change to the requirements for the Goods, shipping instructions or delivery date, UNICEF and the Supplier will negotiate any necessary changes to the Contract, including as to

Price and the time schedule. 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 Supplier. 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.

2.3 The Supplier acknowledges that UNICEF may monitor the Supplier's performance under the Contract. The Supplier agrees to provide its full cooperation with such performance monitoring, at no additional cost or expense to UNICEF, and provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed delivery status, costs to be charged and payments made by UNICEF or pending.

#### Inspection

2.4 UNICEF or the Consignee (if different from UNICEF) will have a reasonable time to inspect the Goods after delivery. At UNICEF's request, the Supplier will provide its reasonable cooperation to UNICEF or the Consignee with regard to such inspection, including but not limited to access to production data, at no charge. The Supplier acknowledges that any inspection of the Goods by or on behalf of UNICEF or the Consignee does not constitute a determination that the specifications for the Goods set out in the Contract (including the mandatory technical requirements) have or have not been met. The Supplier will be required to comply with its warranty and other contractual obligations whether or not UNICEF or the Consignee carries out an inspection of the Goods.

#### Delivery not Acceptance; Consequences of Delayed Delivery and Non-conforming Goods

2.5 If the Supplier determines it will be unable to deliver all or some of the Goods to the Consignee by the delivery date(s) stipulated in the Contract, the Supplier will (a) immediately consult with UNICEF to determine the most expeditious means for delivering the Goods; and (b) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to force majeure as defined in Article 6.7 below), if reasonably requested by UNICEF to do so. Partial deliveries of Goods will not be accepted unless prior written approval for such partial delivery has been given by UNICEF to the Supplier.

2.6 Delivery of the Goods will not constitute acceptance of the Goods. If some or all of the Goods do not conform to the requirements of the Contract or if the Supplier delivers the Goods late or fails to deliver the Goods (or any part of the Goods) in accordance with the agreed delivery dates and delivery terms and instructions, UNICEF may, without prejudice to any of its other rights and remedies, exercise one or more of the following rights under the Contract at UNICEF's option:

(a) UNICEF can reject and refuse to accept any or all of the Goods (including those that do conform to the Contract). If UNICEF rejects the Goods, the Supplier will, at its own cost, arrange for the prompt return of the rejected Goods and, at UNICEF's option, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality (and will be responsible for all costs related to such replacement) or UNICEF may exercise its other rights set out below;

(b) UNICEF may procure all or part of the Goods from other sources, in which case the Supplier will be responsible for any additional costs beyond the balance of the Price for such Goods;

(c) Upon UNICEF's demand, the Supplier will refund all payments (if any) made by UNICEF in respect of the rejected Goods or the Goods that have not been delivered in accordance with the delivery dates and delivery terms;

(d) UNICEF can give written notice of breach and, if the Supplier fails to remedy the breach, can terminate the Contract in accordance with Article 6.1 below;

(e) UNICEF can require the Supplier to pay liquidated damages as set out in the Contract.

2.7 Further to Article 11.6 below, the Supplier expressly acknowledges that if, in respect of any consignment, UNICEF takes delivery of all or some of the Goods that have been delivered late or otherwise not in full compliance with the delivery terms and instructions or that are not in full conformity with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late delivery or non-compliant Goods.

#### Risk of Loss; Title to Goods

2.8 Risk of loss, damage to or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be governed by the

## ANNEX A GENERAL TERMS AND CONDITIONS

INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such INCOTERM or similar trade term or other express terms, the following provisions will apply: (a) the entire risk of loss, damage to or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Consignee has been completed in accordance with the Contract; and (b) the Supplier will be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract.

2.9 Unless otherwise expressly provided in the Contract, title in and to the Goods will pass from the Supplier to the Consignee upon delivery of the Goods in accordance with the applicable delivery terms and acceptance of the Goods in accordance with the Contract.

### 3. Price; Invoicing; Tax Exemption; Payment Terms

3.1 The price for the Goods is the amount specified in the price section of the Contract (the "Price"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the price section of the Contract. The Price includes the cost of packaging and packing the Goods in accordance with the requirements of the Contract and delivery in accordance with the applicable delivery terms. The Price is inclusive of all costs, expenses, charges or fees that the Supplier 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 Supplier will not request any change to the Price after delivery of the Goods by the Supplier and that the Price cannot be changed except by written agreement between the Parties before the Goods are delivered.

3.2 The Supplier will issue invoices to UNICEF only after the Supplier has fulfilled the delivery terms of the Contract. The Supplier 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) copies of the shipping documents and other supporting documents as specified in the Contract.

3.3 The Supplier authorizes UNICEF to deduct from the Supplier'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 Supplier will immediately consult with UNICEF to determine a mutually acceptable procedure. The Supplier 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 Supplier 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 Supplier the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Supplier 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 Supplier's invoice within thirty (30) days of receiving both the invoice and the shipping documents and other 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 Supplier 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 Supplier of its obligations under the Contract. Payment will not be deemed acceptance of the Goods or waiver of any rights with regard to the Goods.

3.6 Each invoice will confirm the Supplier's bank account details provided to UNICEF as part of the Supplier's registration process with UNICEF. All payments due to the Supplier under the Contract will be made by electronic funds transfer to that bank account. It is the Supplier'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 Supplier of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Supplier acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Supplier has not performed in accordance with the terms and conditions of the Contract, or if the Supplier 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 Supplier under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Supplier) owing by the Supplier to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Supplier prior notice before exercising this right of set-off (such notice being waived by the Supplier). UNICEF will promptly notify the Supplier 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 Supplier 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 Supplier represents and warrants that as of the effective date and throughout the term of the Contract: (a) it 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) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to develop, source, manufacture and supply the Goods and to perform its other obligations under the Contract; (c) all of the information concerning the Goods and the Supplier that it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, is true, correct, accurate and not misleading; (d) it is financially solvent and is able to supply the Goods to UNICEF in accordance with the terms and conditions of the Contract; (e) the use or supply of the Goods does not and will not infringe any patent, design, trade-name or trade-mark; (f) 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 the Goods; and (g) the development, manufacture and supply of the Goods is, and will continue to be, in compliance with all applicable laws, rules and regulations. The Supplier 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 Supplier further represents and warrants that the Goods (including packaging): (a) conform to the quality, quantity and specifications for the Goods stated in the Contract (including, in the case of perishable or pharmaceutical products, the shelf life specified in the Contract); (b) conform in all respects to the technical documentation provided by the Supplier in respect of such Goods and, if samples were provided to UNICEF prior to entering into the Contract, are equal and comparable in all respects to such samples; (c) are new and factory-packed; (d) are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF in the Contract; (e) are of consistent quality and free from faults and defects in design, manufacture, workmanship and materials; (f) are free from all liens, encumbrances or other third party claims; and (g) are contained or packaged in accordance with the standards of export packaging for the type and quantities of the Goods specified in the Contract, and for the modes of transport of the Goods specified in the Contract (including but not limited to, in a manner adequate to protect them in such modes of transport), and marked in a proper manner in accordance with the instructions stipulated in the Contract and applicable law.

4.3 The warranties provided in Article 4.2 will remain valid for the warranty period specified in the Contract; provided that (a) the warranty period for pharmaceutical goods or other perishable products will be no less than the shelf-life of those Goods specified in the Contract; and (b) if no warranty period or shelf-life is specified in the Contract, the warranties will remain valid from the date the Supplier signs the Contract until the day twelve (12) months after fulfillment of the delivery terms or such later date as may be prescribed by law.

4.4 If the Supplier is not the original manufacturer of the Goods or any part of the Goods, the Supplier assigns to UNICEF (or, at UNICEF's instructions, the Government or other entity that receives the Goods) all manufacturers' warranties in addition to any other warranties under the Contract.

4.5 The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the Supplier's obligations in Articles 4.3 and 4.4 above are made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods; and (b) each Government or other entity that receives the Goods.

## ANNEX A GENERAL TERMS AND CONDITIONS

### Indemnification

4.6 The Supplier 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 the purchase of the Goods and each Government or other entity that receives the Goods, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by a third party and arising out of the acts or omissions of the Supplier 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 patent, design, trade-name or trade-mark arising in connection with the Goods 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 Contract or used by the Supplier, its Personnel or sub-contractors in the performance of the Contract.

4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier 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 Supplier 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

4.8 The Supplier will comply with the following insurance requirements:

(a) The Supplier will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Supplier's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Supplier'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 including, but not limited to, product liability insurance, in an adequate amount to cover all claims arising from or in connection with the Supplier's performance under the Contract. The Supplier's product liability insurance will cover the direct and indirect financial consequences of liability (including all costs, including replacement costs, related to recall campaigns) sustained by UNICEF or third parties as a result of or relating to the Goods;

(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 Supplier.

(b) The Supplier will maintain the insurance coverage referred to in Article 4.8(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitation period with regard to claims against which the insurance is obtained.

(c) The Supplier 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 Supplier's insurance required under this Article 4.8 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 Supplier will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.8.

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

### Liability

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

### 5. Intellectual Property and Other Proprietary Rights; 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 with regard to products, processes, inventions, ideas, know-how, data or documents and other materials ("Contract Materials") that (i) the Supplier 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 Supplier under the Contract. The Supplier 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 Supplier that pre-existed the performance by the Supplier of its obligations under the Contract, or that the Supplier may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Supplier grants to UNICEF a perpetual 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 Supplier will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring (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 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 Supplier 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 Supplier (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 Supplier's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Supplier 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 authorization of UNICEF; nor will the Supplier at any time use such information to private advantage.

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End of Contract

5.5 Upon the expiry or earlier termination of the Contract, the Supplier will:

- (a) return to UNICEF all of UNICEF's Confidential Information or, at UNICEF's option, destroy all copies of such information held by the Supplier 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 Supplier breaches any of the provisions of Articles 5.2-5.4 (Confidentiality); or
- (c) if the Supplier (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 Supplier; (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 Supplier to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Articles 6.1 and 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Supplier 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 upon sixty (60) days' written notice to the Supplier without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Supplier will immediately take steps to cease provision of the Goods in a prompt and orderly manner and to minimize costs and will seek instructions from UNICEF regarding Goods in transit (if any) and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Supplier will take any other action that may be necessary, or that UNICEF may direct in writing, for the minimization of losses and for the protection and preservation of any property (whether tangible or intangible) related to the Contract that is in the possession of the Supplier and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated, no payment will be due from UNICEF to the Supplier except for Goods delivered in accordance with the requirements of the Contract and only if such Goods were ordered, requested or otherwise provided prior to the Supplier's receipt of notice of termination from UNICEF or, in the case of termination by the Supplier, the effective date of such termination. The Supplier will have no claim for any further payment beyond payments in accordance with this Article 6.5, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Supplier's default (including but not limited to cost of the purchase and delivery of replacement or substitute goods).

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

#### Force Majeure

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

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

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

7.5 The Supplier 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 Supplier 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



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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 Supplier 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 Supplier 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 Supplier 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 Supplier, 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 Supplier, without any liability for termination charges or any other liability of any kind.

7.8 The Supplier 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 Supplier 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 Supplier with immediate effect upon written notice to the Supplier if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Supplier breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Supplier or any of the Supplier's Affiliates, or (ii) the Supplier 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 Supplier 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 Supplier 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 Supplier, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Supplier.

(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 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 Supplier's compliance with the provisions of Article 7 above. The Supplier 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 Supplier's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Supplier will require its sub-contractors and its agents, including, but not limited to, the Supplier'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 Supplier 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 Supplier 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 (a) Except as expressly provided in the Contract, the Supplier 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 of its obligations under the Contract.

(b) In the event that the Supplier requires the services of sub-contractors to perform any obligations under the Contract, the Supplier will notify UNICEF of this. 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.

(c) The Supplier confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Supplier 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 Supplier will further cooperate with UNICEF's implementation of this policy.

(d) The Supplier 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. The Supplier's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

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(e) Without limiting any other provisions of the Contract, the Supplier will be fully responsible and liable for, and UNICEF will not be liable for (i) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (ii) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (iii) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (iv) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (v) 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 11.4(d).

11.5 The Supplier 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 Supplier's rights or obligations under the Contract.

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

11.7 The Supplier 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.

11.8 The Supplier 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 Supplier and its Personnel and sub-contractors, the Supplier 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 written permission of UNICEF.

11.9 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.

11.10 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 Supplier will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.11 The provisions of Articles 2.8, 2.9, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2, 11.4(e), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.