

CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43328580	1	2300028566	Abuja, Nigeria	
Agreement entered into between UNICEF and: <i>(Hereinafter referred to as "The Contractor")</i>		<b>NAME</b> American Institutes for Research in the behavioral sciences	<b>CONTACT PERSON</b>	
<b>CURRENCY</b> USD	<b>ADDRESS</b> 1400 Crystal Drive 10th Floor Arlington, DC 22202 USA (the) E-MAIL jmourer@air.org		<b>TELEPHONE NO.</b> 2024036261 6898	<b>FAX NO.</b>
<i>This agreement shall commence on <b>01 Aug 2021</b> and shall expire upon satisfactory completion of the services described below but not later than <b>31 Dec 2022</b>, unless sooner terminated under the terms of the agreement.</i>				

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

wishes to enter into an institutional contract  
with

**American Institutes for Research in the behavioral sciences**  
**1400 Crystal Drive 10th Floor Arlington, DC 22202 USA (the)**

**Telephone: 2024036261 6898**

**Fax:**

for the provision of the following services

**Formative Evaluation of Govt-UNICEF Nutrition country Programme component of cooperation 2018 - 2022 in Nigeria.**

as stipulated in the attached document

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ITEM	SERVICE DESCRIPTION	PRICE
<b>10</b>	<b>Evaluation of Nutrition Program 2018-202</b>	<b>635,213.00</b>
	see TOR as fully detailed in the RFP 9165753 and in the TOR section below.	
	DELIVERY 1 = 20% = 10/01/2022	97,043.00
	DELIVERY 2 = 10% = 28/03/2022	63,521.00
	DELIVERY 3 = 30% = 30/06/2022	190,564.00
	DELIVERY 4 = 10% = 01/09/2022	63,521.00
	DELIVERY 5 = 10% = 15/10/2022	63,521.00
	DELIVERY 6 = 15% = 15/11/2022	95,282.00
	DELIVERY 7 = 5% = 30/11/2022	31,761.00
	Balance payment for delivery 1	30,000.00
<b>Grand Total :</b>	<b>635,213.00</b>	

**STATEMENT OF WORK/TOR**

## Purpose and Use of the Evaluation

1.1 Contract Duration: This evaluation contract is valid for 1.5 years until 31 December 2022 as precaution due to Covid19 context.

1.2 Contract Supervisor: Dr Robert Ndamobissi, Evaluation Manager (principle of independency of evaluation)

## 2.1 Purpose

An independent evaluation for the Nutrition Program 2018-2022 is planned. Beyond UNICEF, the evaluation aims to generate sound evidence that will increase knowledge of stakeholders, about successful strategies towards reducing stunting and other forms of malnutrition, among those that have been implemented so far. Also, the evaluation aims to make recommendations for potential strategies that could increase operationally and strategic learning in the nutrition domain, by also enabling the scale up of impactful initiatives.

Lessons learned and strategic recommendations gained from this rigorous independent evaluation will be useful to Government, UNICEF and development partners to reshape approaches, adopt responsive measures, that can be used in development of the next CPD 2023-2027. Similarly, for nutrition policies or business plans. UNICEF will use this knowledge to strengthen its role of Evidence-Based Guidance of National Policies, Strategies and Public Financing for long term global agenda of SDG2.

This evaluation will have two purposes: accountability and learning.

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2.1.1 Accountability

UNICEF must demonstrate results accountability to Government - Federal, States and Local Government Areas (LGAs); Development Partners and Other Stakeholders, including the children and women who are expected to be served by and to benefit from the nutrition program. The results accountability is not limited to impact, outcomes and outputs within the initially agreed within the CPD 2018-2022 and Program Strategy Notes Results Framework. It may also involve Value for Money, Equity and Efficiency: the effective return of large investment made on fighting child Malnutrition in Nigeria.

Questions to be addressed in this area include the following:

- What are the merit and comparative advantages of strategic interventions supported by UNICEF on childhood and mother's nutrition in Nigeria;
- What worked?
- What was the program benefit, to whom, and how?
- What didn't work, where, and why?
- To what extent has COVID 19 impacted on the expected results of nutrition and what difference did the deployed mitigation interventions make, and to what extent do they remain of value moving forward?

2.1.2 Learning

This evaluation is expected not only serve to inform the development of the new Country Program of Cooperation Govt-UNICEF (2023-2027) as to better refine strategies and capitalize on lessons learned. The evaluation will also serve Government to better reshape its nutrition strategies and investment in view of the forthcoming post COVID-19 policies, strategic plans of action and/or business plan.

More specifically, but not limited to, this evaluation is expected to generate strategic recommendations that will assist UNICEF, the Nigeria Government and its partners to inform future decisions on:

- Sustainable Development Goals (2016-2030);
- Global Action Plan on Reducing Child Wasting (2020-2025);
- National Policy on Food and Nutrition, 2016;
- National Multi-Sectoral Plan of Action on Nutrition (2020-2025);
- State level domestication of nutrition policies, localising Multi-Sectoral Plans of Action on Nutrition;
- Funding;
- Government of Nigeria # the Federal Ministry of Education (FMOE) future Health Sector Strategies and evidence-based planning, refining strategies and leveraging partnerships and public investment for scaling up innovative approaches;
- UNICEF Nigeria's current and future work to support better Health-Nutrition Sector and innovative strategies for building the nexus of Nutrition in Humanitarian-Peace-Development contexts for children and their communities in the area of access, quality and system strengthening;
- Future allocation of resources from Government and Development Partners aimed at improving Nutrition outcomes in Nigeria in the same LGA's as well as in other LGAs;
- Knowledge Generation and sharing--Inform dialogue on Nutrition programming at the local and states levels, both within UNICEF country and regional office and amongst other development partners, Civil Society and Youth;
- Provide information on nutrition systems resilience to multifaceted emergencies such as COVID 19 to inform future Emergency Preparedness and Response planning (EPRP).

2.2 Use of the evaluation

As mentioned above, findings, conclusions and strategic recommendations of this first independent evaluation of Nutrition Country Program Component in Nigeria will be used by the Federal Government, States Government, Local Authorities, communities, UNICEF and development partners to strategize and capitalize on successful initiatives and interventions and identified bottlenecks. All of that will assist the envisaged users to make strategic shifts to enable the acceleration of progress towards SDG2 in Nigeria. Table4 below summarizes the main users and the purpose of utilization of the Nutrition Program Evaluation findings, conclusions, lessons learned

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and recommendations.

Table4: Evaluation Users and Uses

Evaluation Users

Government of Nigeria

Federal Ministry of Finance, Budgets and National Planning ·To ensure adequate evidence-based National Budget Planning for Nutrition Sector; adopt rigorous method of use of Theory of Changes for deliberations on budget.

Federal Ministry of Health·Evidence-based programming of strategic interventions for Nutrition within the forthcoming new National Strategic Health Development Plan III 2023-2027.

- Evidence-based public advocacy to leverage large scale public-private partnerships and adequate investment to Nutrition Sector.
- To scale up innovative strategies and approaches revealed by the assessment and accelerate progress towards SDG-2.

State Ministries of Budgets and Planning·To develop, fund and implement evidence informed State Nutrition Strategic Plans.

State Ministries of Health ·To introduce more innovative interventions as part of acceleration strategy including in response to the post COVID 19 era.

Partners

Joint UN and Development Partners·To inform future Nutrition’s programing and investment.

- Ensure better realignment of programme support and accountability at all levels.

Women and Youth Associations, CSOs and Nigerian Association of Evaluators (NAE)·Follow up on findings and recommendations to inform advocacy.

- To strengthen Sensitization amongst communities on the value of Nutrition against the negative social norms and family’s practices.
- To strengthen advocacy within the Civil Society Organisation (CSO) and donors towards judicious use of funds.

Private Sectors·To inform Resource mobilization and shared value approach (formerly Corporate Social Responsibility) strategies in favor of Nutrition.

Other Stakeholders ·Social Equity strengthened- Nutrition investments have highest impact when directed to the poor and less privileged groups, those at risk of missing out on adequate childhood and mother’s nutrition due to lack opportunities.

Expected Program Beneficiaries ·Dissemination, youth engagement (generation unlimited, feedback in communities to add value to how the nutrition program can be used

2. Evaluation Objectives

Specific objectives of this evaluation are to:

- Determine the Merit of the Nutrition Program funded by UNICEF, Government and its partners in terms of achievement of expected results related to Impact, Outcome and four Outputs contributing to the reduction of child malnutrition in Nigeria as planned within the CPD 2018-2022;
- Assess the effectiveness of UNICEF’s Preventive Strategy to reduce Stunting in Nigeria;
- Assess the effectiveness of integration of community based multi sector interventions for eliminating child malnutrition piloted in some states in Nigeria;
- Document the comparative advantages of UNICEF’s programming for life savings in addressing Severe Acute Child Malnutrition in the Humanitarian settings in the Northern Nigeria, particularly the coverage and quality of curative interventions;
- Understand the most significant drivers of Nutrition Program performance within the implementation focus states to enhance effectiveness and impact of future interventions;
- Analyze the value for money regarding the Nutrition programme implementation and approaches to community and gender transformation within the target areas;
- Assess the Nutrition Program preparedness and response to external shocks such as the COVID 19 pandemic;
- Provide strategic recommendations for future investments to advance the acceleration of reduction of Stunting and Equity in Nigeria.

3. Evaluation Scope

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4.1 Thematic scope

This independent evaluation will assess the merit or the shortfall of Govt-UNICEF's Nutrition Program Component in four main strategic areas:

- 1- The extent to which Preventive Strategy to reduce Stunting in UNICEF Programming was effective to address the root cause of persistent issue of Structural Child Malnutrition in Nigeria
- 2- Multi sectoral approaches of integration of Nutrition with Health, HIV-AIDS, WASH and Education
- 3- Humanitarian Actions: Coverage, Quality and Life Saving of children affected by Severe Acute Malnutrition;
- 4- Capacity Development of Institutions and Communities: Enabling environment.

Special focus will be given to assess the achievement and lessons learned of the following envisaged Outputs:

- o Federal, state and local governments have enhanced institutional capacity and demonstrate strengthened commitment to scale-up quality nutrition services and interventions
- o Government at all levels and key stakeholders have strengthened capacities and deliver improved access to nutrition services for children under 5 years, school-age children, adolescents, and women
- o Parents and caregivers have improved knowledge and skills to adopt essential nutrition practices.
- o Children and women in humanitarian situations have timely and sustained access to quality preventive and rehabilitative nutrition services and support

Further, among others, the independent evaluation will assess:

- o Complementary to increase coverage through multi-sectoral approaches of integration of Nutrition with Health, HIV-AIDS, WASH and Education
- o Gender sensitive programming,
- o Data, Evidence and information management system strengthening

4.2 Geographic Scope

The evaluation will concentrate in three different areas, in line with the nature of the Program nutrition component:

- First, the evaluation will allow a nationwide coverage of Upstream interventions as well as Preventive interventions (e.g. immunization and Communication for Development in all 36 states of Nigeria. More specifically, the evaluation will focus on the measurement of performance indicators;
- Second, the evaluation will focus on a selected number of UNICEF Pilot interventions in 3-4 States, pertaining to the multi-sector integrated package of interventions carried out in some LGAs: the information will be used to contribute to the scale up of the most impactful interventions;
- Third, the evaluation will focus on specific states where Humanitarian Actions in the nutrition sectors are carried out, mostly in the Northern of Nigeria. In this vein, the evaluation will mainly be based on routine program performance data. Proposed states are Jigawa; Kaduna; Borno; Gombe and Kano (to be discussed during the Inception Phase).

Specifically, the proposed geographic scope for the program evaluation of the pilot multi-sector integrated package of interventions will cover at least four geographic zones, with a minimum of one state each. Details of LGA selection will be agreed during the Inception Phase of discussions and finalisation of the detailed methodological Inception Report that will be submitted by the contracted firm, thus:

- o North East: possible states for selection are Borno or Gombe with reference to table 1;
- o North West: states of Jigawa or Kano;
- o Central Zone: states of Nasarawa or Niger;
- o South geographical zone: Cross River.

4.3 Periodic Scope

This first independent evaluation of Nutrition Program Component in Nigeria will have two period scopes:

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- Current ongoing Country Program 2018-2022 for accountability and learning;
- 2014-2020 (seven years) retrospective measurement of Outcomes and Impact for Lessons Learned of Strategies and investments.

4. Evaluation Criteria and Questions

In line with the specific objectives listed in the previous section, this evaluation will be guided by the evaluation questions listed in the table5 below within the Theory of Changes of Nutrition.

Table5: Evaluation questions

Evaluation Criteria Evaluation Questions

- 1-Relevance 1) To what extent has the Nutrition Program Expected Results (Impact, Outcomes and Outputs) and design responded to beneficiaries global, country, and partner/institution needs, policies, and priorities considering the evolving circumstances (is the Nutrition doing the right things?)
- 2-Coherence 2) To what extent have other interventions (particularly policies) support or undermine the Nutrition Programme intervention including internal and external coherence (How well does the programme fit?)
- 3-Effectiveness 3) To what extent the Nutrition Programme achieved its Expected Results (Outcomes and Outputs) agreed within the Program Strategy Note including any differential results across states in the three main strategic areas of Prevention of Stunting, Curative approach against Severe Acute Malnutrition, Multi Sector integration and Capacity Development;
- 4) What is the quality of partnerships leveraged and the scaling up of Nutrition Program achieved for greater impact?
- 5) What are the factors (internal and external to UNICEF) that contributed the most to the attainment of the Nutrition programme and results?
- 6) What are the factors (internal and external to UNICEF) that hindered the most the attainment of the Nutrition programme and results?
- 4-Efficiency 7) To what extent has the Nutrition Program delivered results in an economic and timely way (How well have resources been used?)
- 5-Impact 8) To what extent have the nutrition multi-sector integrated interventions -piloted in some wards targeting the first 1,000 days of life - achieved the Impact-level expected Results, as defined in the Theory of Changes?
- 9) To what extent has the Nutrition program has generated significant positive or negative, intended or unintended, higher-level effects at community and state level?
- 10) What long term transformative change or difference did the Nutrition programme make on communities, institutions and children?)
- 6-Sustainability 11) To what extent are the net benefits of interventions likely to continue after the UNICEF support has stopped? How likely are the benefits (including resilience to risk) to last and under which conditions?
- 7-Equity and Gender Equality 12) To what extent did the Nutrition Program address inequalities in combatting child malnutrition, incorporated gender equality and the empowerment of women and girls into the design, implementation and results achieved?
- 8- Resilience 13) To what extent was the Nutrition Program able to enhance the continuation of service provision and access, despite the internal and external shocks (economic, conflicts, COVID-19 pandemic, etc.)?
- 14) To what extent has the Nutrition programme responded effectively to risks and threats?

5. Methodology of the Evaluation

6.1 The approach

A detailed Methodological Inception Report will be developed and submitted by the contracted Consult Firm for review, discussions and building consensus on scope and methods, timeframe and approval by the Evaluation Steering Committee. Innovative approaches of data collection using digital platform would be also proposed by the Consult Firm adapted to the new challenging context of COVID-19.

The evaluation will be based on a Theory-based approach and will assess the validity of the assumptions and conditions for success of the nutrition program, as formulated within the Theory of Change. The approach will also help measure the achievement of expected results and the level of satisfaction among the children and women, among others, who are expected to be served by the program. The figure below summarizes the overall evidence generation approach.

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Fig3. Overall Design of the Evaluation of Govt-UNICEF Nutrition Program Component 2018-2022

This independent evaluation of Nutrition Program will be conducted using mixed methods and a particularly inclusive and child-friendly approach, combined with a Quasi-Experimental Design targeting 4 states from 4 geopolitical zones. New innovative online data collection approaches (e.g. using such digital platform as Mobile SMS) will be also explored considering the challenging context of COVID-19 or conflicts.

A Quasi Experimental Design Approach will be applied to ensure adequate assessment of the evaluation criteria related to Impact of the innovative Nutrition Program multi sector integrated interventions (first 1,000 days of life) implemented over the 7 years in targeted LGAs. Such design will help assess whether the Program has made any difference on the children’s nutritional status. Also, the evaluation will help assess what works for scaling up, what didn’t work and why?

The evaluation will be based on mixed methods of collecting and analysing data obtained from communities and Households and CMAM services, Caregivers beneficiaries and key stakeholders. The purpose of using multiple methods is to triangulate data from different sources to formulate the findings and to provide the most relevant and credible answers to the evaluation questions. Primary data collected in the field will be supplemented by:

A secondary analysis of routine data generated by the MOH and UNICEF monitoring mechanism

- A desk review including the programme documentation, its action plan and annual reviews, as well as available monitoring and evaluation reports and data reports;

- A process of dialogue with key actors concerned by the programme, including:

- # UNICEF staff (Section Education) at the level of Country Offices and the Regional Office

- # Staff of Federal and States Ministry of Health and LGAs.

- # Development Partners and Civil Society.

A detailed evaluation design including the proposed methodology for each evaluation question and/or objectives, sample size, sampling methodology and the tools to be used will be proposed by the Consult Firm. It is expected that the methods and sampling proposed for assessing the effects of interventions on expected be sufficiently robust to ensure the credibility and internal validity of the evaluation results. The final methodology will be agreed upon during the inception phase and approved by the evaluation reference group.

Existing data and documents will be made available to the evaluation team by UNICEF staff at least one week before the start of the consultation. The consult firm will submit an inception report with a detailed methodology, which will include both quantitative and qualitative elements, designed to accurately answer the evaluation questions. In order to demonstrate that the evaluation team has clearly understood the content of the Nutrition Program as well as the fundamental questions to be addressed by this evaluation, the inception report will provide a critical summary of the information contained in the Nutrition Program Strategy Notes 2018-2022 made available to the evaluation team by UNICEF after the signature of the contract. The inception report will also indicate -for each of the evaluation questions- the following information: what methods and data collection tools will be used to respond to it, from whom the data in question will be collected (including the respondent sampling strategy), which analytical methods will be used to interpret the data, what measures will be adopted to ensure the quality of the evaluation, and how the data will be disseminated. This report should also propose specific measures that will ensure that the evaluation complies with ethical standards including the confidentiality and respect for dignity of those involved.

The evaluation will be conducted according to the evaluation norms and standards of the United Nations Evaluation Group (UNEG) <http://www.unevaluation.org/document/detail/1914> and the UNEG Code of Conduct <http://www.unevaluation.org/document/detail/100> and UNICEF guidance for Ethics in Evaluations and Researches. Transversal analysis of human rights, gender and equity aspects shall be conducted in line with the Guidelines on the Integration of Human Rights and Gender Equality in Evaluations <http://www.uneval.org/document/detail/980>. Close attention shall be paid to the conformity of different deliverables of this mandate with the Geros standards <http://www.uneval.org/document/detail/607>, as UNICEF will not accept deliverables that do not comply with these standards or aforementioned UNEG guidelines. The Geros standards, which will be also used to determine the rating of the

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final report by a UNICEF-independent entity, will be shared by UNICEF with the evaluation team immediately after the signature of the contract. In order to increase its use, the main conclusions and recommendations of the evaluation will be disseminated in the form of briefing notes or policy briefs. The evaluation validation workshop will serve as an opportunity to develop, in a participatory manner, the action plan for the implementation of the main recommendations of the evaluation or "management response".

6.2 Quantitative methods

Multiple data sources will be used to reinforce the evidence of objective judgement of the merit of the Nutrition Program related to the preventive, curative strategies and institutional capacities development. Baseline data from previous assessment, evaluations or Household surveys will be used for this assessment in comparison to the new primary data collection in a sampling of LGAs and Household survey in 4 States (1 state per geopolitical zone - to be discussed during the inception phase).

6.2.1 Primary Data Collection to measure Impact and Outcomes indicators

Household Surveys including anthropometric measurement will be undertaken in order to assess key nutritional status indicators in the 4 states plus LGAs with integrated multi sector packages of nutrition services. In order to facilitate the comparability of the financial proposals that will be submitted by bidders, we suggest a reference sample size of at least 1000 households per state. This will add value to reliability of anthropometric measurements. The consulting firm will clarify the adequate sample of children below 5 years per state to ensure adequate representative measurement of outcomes and impact at state level.

Secondary Data Source for trend analysis of nationwide and state levels indicators

The Evaluation Team will perform Trend Analysis of indicators related to Impact and Outcomes and determinant factors using existing Data from nationwide House Hold surveys completed in Nigeria: MICS 2021, MICS 2016/2017, MICS 2011; NDHS 2003, NDHS 2008, NDHS 2013 and NDHS 2018; NNHS 2014, NNHS 2015, NNHS 2018 and 2021 Food Consumption and Micro Nutrient Survey; Living Standard House Hold Survey 2019 (Poverty measurement).

The Federal Ministry of Health will provide routine statistics from HMIS that will inform of the number of Cases of Child Malnutrition, Treatments and deaths related to severe acute malnutrition and supply-side factors related to health systems and Human capacities and nutrition financing.

6.2.1 Qualitative methods

Qualitative information will be collected through the following methods:

- Programme document review: this would include an in-depth analysis of programmes progress reports, studies, surveys and past evaluation produced for Health-Nutrition sector and Humanitarian Actions;
- Semi-structured interviews with the staff of institutions and organizational partners of Nutrition including the use of New Technology (on-line interview). Partners include, among others, representatives of Government agencies, NGOs, and the Donors. The FMFBNP, FMOH and UNICEF will help provide a list of key informants and institutions, based on research criteria recommended by the Evaluation Team.
- Focus Group Discussions (FGDs) will be undertaken at community level -during the Household Survey- with key beneficiaries of Nutrition services: Mothers, Adolescents, CMAM Team, Health Workers and Community leaders, as well as religious groups.
- Direct observations: Visits to selected communities and CMAM will provide more specific evidence and answers to the evaluation questions.

Detailed methodology for sampling of FGDs and targets participants will be developed and submitted by the consultant team. It is highly advised that the evaluation team favor the use of child-friendly data collection tools.

6.2.2 Financial Analysis

With respect to the evaluation criteria related to efficiency, the Evaluation Team will proceed the cost effectiveness analysis using financial and implementation records data made available by both UNICEF and the Government.

6.2.3 Policy Review and Analysis

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The Evaluation Team should undertake examination of content of existing Health and Nutrition policies and strategies to assess the relevance and coherence for enabling equity principle of access and quality of nutrition (no one is left behind).

#### 6.2.4 Other methodological considerations

Taking into consideration the principle of equity, the design and specific methodology put forward by the Consulting Firm will need to reflect the aspect of equity-focused results. Therefore, next to the measurement of the average effect size of nutrition interventions, some strategies (e.g. equity-based sampling) will need to be included in the suggested methodology so as to capture the impact of the Flagship Projects among marginalized households and communities, whose experience and response to the program may not be fully captured by random sampling.

#### 6. Evaluation Governance and Process

National ownership of this independent first evaluation of Govt-UNICEF Nutrition Program Component is critical. The Director responsible of multi sector coordination of Nutrition Program at the Federal Ministry of Budget and National Planning will set up a National Steering Committee (NSC) of the Nutrition Program Evaluation funded by Federal Government, States Government, Private sector, UNICEF and Development Partners.

Members of the Steering Committee will include the following: Director responsible of multi sector coordination of Nutrition Program at the FMBNP (chair), Director of Nutrition at the FMOH, Director of Monitoring and Evaluation at the FMOH, Director of HMIS, Director of Monitoring and Evaluation at the FMFBNP, Chief of Nutrition at UNICEF, Nutrition Manager, Evaluation Manager at UNICEF, Health Adviser at FCDO/DFID, Key NGOs partners of Nutrition (ACF#), Regional Evaluation Adviser at the UNICEF Regional Office for West and Central Africa (WCARO), etc.#

The role of the Nutrition Evaluation Steering Committee is to provide strategic leadership and guidance in the conduct and eventual uptake of this independent evaluation of the Govt-UNICEF Nutrition program in Nigeria. This includes the provision of political commitment, ownership and high-level technical guidance. The NSC is responsible of the review and approval of Terms of Reference, Inception Report and Final Report of the Nutrition of Evaluation.

With respect to UNICEF's principle of independency of evaluation, this evaluation of Nutrition's Program 2018-2022 will be managed directly daily by the UNICEF's Evaluation Manager, in interactions with Section Chief of Nutrition at UNICEF and in close liaison with the Federal Ministry of Health # Direction of Planning, Research and Statistics.

#### 7. Deliverables

The following are the key expected deliverables that the Independent Evaluation Team is expected to submit to UNICEF and the National Steering Committee (NSC) for review and validation, with desirable structure of report seen in Fig4:

- 1) Evaluation Inception Report including Evaluation Matrix and data collection tools
- 2) Ethical Protocol and tools for submission to Ethics Review Board
- 3) Preliminary Findings # PowerPoint presentation at Stakeholders Workshops.
- 4) Draft0 Final Evaluation Report reviewed and commented by UNICEF and Steering Committee
- 5) Draft1 Final Evaluation Report revised and submitted to NSC.
- 6) Draft2 Revised Final Evaluation Report submitted to UNICEF and Steering Committee;
- 7) PowerPoint presentation to be presented at the Official Launch Dissemination Event and Recommendations Validation Workshop.
- 8) A 4-page Evaluation and Learning Brief highlighting the main findings and key messages to disseminate to decision makers and education sector actors at national, regional and local level.
- 9) An action plan for the implementation of the main recommendations of the evaluation or "management response": An action plan will be developed in a participatory manner during the validation workshop and as per the template provided by the UNICEF Nigeria Country Office
- 10) Raw Collected Data shared with UNICEF.

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Fig4. Desired structure of the report

8. Evaluation workplan

A Realistic evaluation workplan will be elaborated and submitted by the Consult firm within the Inception Report. The table below will assist the evaluation team in finalizing the evaluation workplan.

Table6:

ActivityKey deliverableDeadline

Phase 1: Inception

Activity 1.1: Remotely initial work: Skype Call (Kick-off meeting) and Sharing key documents in Drop BoxMeeting Minutes Week 1

Activity 1.2: Country Visit Inception Meeting with StakeholdersMinutes of Clear High Demand from Stakeholders useful to develop adequate Inception Report Week 2

Activity 1.3: Initial Desk Review of existing evidence; finalization of the evaluation matrix, development of methodology and work plan; development of the data collection material; drafting of the inception report Summary Synthesis of existing Researches, Studies, evaluations, etc.

Draft0 Inception Report submitted to UNICEF, Steering Committee for CommentsWeeks 3-6

Activity 1.4: National Steering Committee Meeting in Abuja; Review and approval of the final inception reportFinal inception report Weeks 7-8

Phase 2: Data collection and analysis

Activity 2.1: Elaboration and submission of Ethical Protocol to the MoE Ethics Committee and Finalization of ToolsEthical Protocol submitted to Ethics Committee Review/Approval

-Final Data collection Tools Week 9

Activity 2.2: Enumerators' training Training Curriculum Week 10

Activity 2.3: Data collection and iterative data analysisField Data Collection completed

Secondary Data Analysis of existing Household Surveys + Routine Statistics Weeks 11-14

Activity 2.4: Debriefing meeting right after the end of the field data collection PPT on preliminary debriefing Last day of Week 11

Activity 2.5: Data Processing and Data Analysis + Transcription/Analysis of Focus Group Discussions Statistical Tables Produced and Trend Analysis completed Weeks 12-15

Phase 3: Reporting and communication of results

Activity 3.1: Drafting and submission of the evaluation report, of the summary PowerPoint, of the evaluation key findings/messages

Draft0 Full Nutrition Evaluation Report Weeks 16-17

Activity 3.2: National Steering Committee Meeting - Review of the Draft1 Nutrition Program Evaluation Full Report based on the stakeholders' feedback and resubmission of the final report Week 18

Activity 3.3: Finalization and Quality-Copy Editing and signature of Foreword of the Final SDG Evaluation ReportFinal Quality Copy Edited Report including photos and Foreword signed jointly by UNICEF, FMoEWeek 19

Activity 3.4: Official Launch dissemination Event in Abuja and States; Presentation of final report findings, conclusions and recommendations Meeting of key strategic decision of the official launchWeeks 20-21

Payment Schedule Timeframe:

Milestone %of contract valuedeliverable timeline Sum to be paid (USD)

o Delivery1, 20%: 10 January 2022.

o Delivery2, 10%: 28 March 2022.

o Delivery3, 30% (field data collection completed): 30 June 2022.

o Delivery4 (Draft0 Eval Report), 10%: 01 Sept 2022.

CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43328580	1	2300028566	Abuja, Nigeria	
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		<b>NAME</b> American Institutes for Research in the behavioral sciences	<b>CONTACT PERSON</b>	
<b>CURRENCY</b> USD	<b>ADDRESS</b> 1400 Crystal Drive 10th Floor Arlington, DC 22202 USA (the) E-MAIL jmouer@air.org		<b>TELEPHONE NO.</b> 2024036261 6898	<b>FAX NO.</b>

- o Delivery5 (Draft1 Eval Report), 10%: 15 Oct 2022.
- o Delivery6 (Draft2 Final Eval Report): 15 Nov 2022.
- o Delivery7 (Policy Brief and Dissemination Forum of the quality layout printed report): 30 November 2022.

## CONTRACTUAL PROVISIONS

THIS CONTRACT FOR SERVICES is made between:

THE UNITED NATIONS CHILDREN'S FUND ("UNICEF"), an international inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York, 10017, U.S.A. and having an office at 3rd floor, UN House, plot 617/618 diplomatic drive, CBD, Abuja; and

American Institutes for Research (the "Contractor"), a corporation established and existing under the laws of the United States and having its principal offices at 1400 Crystal Drive, 10th Floor, Arlington, VA 22202, USA.

Each of UNICEF and the Contractor are referred in this Contract as a "Party" or together as the "Parties".

Services: Formative Evaluation of Govt-UNICEF Nutrition country Programme component of cooperation 2018 - 2022 in Nigeria.

### WHEREAS:

A. UNICEF is an integral part of the United Nations, and works with governments, civil society organizations and other partners worldwide to advance children's rights to survival, protection, development and participation, guided by the Convention on the Rights of the Child.

B. UNICEF wishes to engage the Contractor to provide the services (the "Services") and the deliverables (the "Deliverables") described in the section of this Contract entitled "Statement of Work/TOR" in accordance with the terms and conditions set out in this Contract (as defined below).

C. The Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing, and able to provide such Services and Deliverables in accordance with the terms and conditions set out in this Contract.

NOW THEREFORE, the Parties agree as follows:

### 1. Contract Documents

1.1 This contract (the or this "Contract") comprises: (a) this document (including any Special Terms and Conditions set out at Section 6 below); (b) the UNICEF General Terms and Conditions of Contract (Services) attached as Annex A; and (c) the other annexes (if any) attached to this document. The documents comprising this Contract are complementary of one another, but if there is any ambiguity or inconsistency between those documents, then (i) this document will take precedence over the UNICEF General Terms and Conditions of Contract (Services) and the other annexes (if any), and (ii) the UNICEF General Terms and Conditions of Contract (Services) will take precedence over the other annexes (if any). Capitalized terms used but not defined in this Contract have the meaning given to them in the UNICEF General Terms and Conditions of Contract (Services).

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<b>CURRENCY</b> USD	<b>ADDRESS</b> 1400 Crystal Drive 10th Floor Arlington, DC 22202 USA (the) E-MAIL jmouer@air.org		<b>TELEPHONE NO.</b> 2024036261 6898	<b>FAX NO.</b>

1.2 This Contract (including any documents incorporated by reference in this Contract) is the entire agreement between the Parties with regard to the provision of the Services and delivery of the Deliverables to UNICEF by the Contractor. It supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations, supplemental undertakings, licenses, terms-of-service, shrink-wrap, click-wrap, browse-wrap, confidentiality, non-disclosure, non-compete, acceptable use policies, or other forms of agreement (oral or otherwise) concerning any Services or Deliverables provided or to be provided under this Contract will be valid and enforceable against UNICEF, nor in any way will constitute an agreement by UNICEF, unless agreed by a valid amendment concluded in accordance with Article 11.9 of the UNICEF General Terms and Conditions (Services).

1.3 The Contractor acknowledges and agrees that, in the interests of transparency and efficiency among organizations of the United Nations system, UNICEF may make available a copy of this Contract to such organizations.

2. Effective Date; Term

2.1 This Contract will be a binding contract between UNICEF and the Contractor when UNICEF receives a copy of this Contract counter-signed by the Contractor. The effective date of this Contract will be the date UNICEF receives the counter-signed copy.

2.2 The term of this Contract will be for the period stated on the first page of this Contract.

2.3 UNICEF can cancel this Contract upon written notice (including by email) to the Contractor without any liability for cancellation charges or any other liability of any kind, provided that notice of such cancellation is given prior to the scheduled start date for performance of the Services.

3. Notices; Coordination

3.1 UNICEF's and the Contractor's contact and address for notices under this Contract are set out below. Each Party will notify the other in writing of any change in such Party's contact and address for notices.

If to UNICEF:

UNICEF  
3rd floor diplomatic drive, CBD, Abuja.  
Attention: Amarachi Eboh, Supply Associate.  
E-mail: aebboh@unicef.org

If to the Contractor:

American institute for Research.  
1400 Crystal Drive, 10th Floor, Arlington, VA 22202. Phone: +1-202-403-6457  
Attention: Jasmine Copeland, Senior Contracts Associate.  
E-mail: jcopeland@air.org

3.2 UNICEF and the Contractor will each nominate a representative to be responsible for the day-to-day coordination and management of the Contract and will inform the other Party by exchange of emails.

4. Fees; Most Favoured Customer.

4.1 The Contractor represents that the Fees for the Services and Deliverables under this Contract are the most favourable pricing terms available to any customer of the Contractor (or of any its Affiliates). If at any time during the term of this Contract, any other customer of the Contractor (or of any of the Contractor's Affiliates) obtains more favourable pricing terms than those provided to

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<b>CURRENCY</b> USD	<b>ADDRESS</b> 1400 Crystal Drive 10th Floor Arlington, DC 22202 USA (the) E-MAIL <a href="mailto:jmouer@air.org">jmouer@air.org</a>		<b>TELEPHONE NO.</b> 2024036261 6898	<b>FAX NO.</b>

UNICEF, the Contractor will retroactively adjust the Fee and related pricing terms under this Contract to conform to the more favourable terms and the Contractor will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.

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

6. Special Terms and Conditions. The additional Special Terms and Conditions (if any) specified below will apply to this Contract. These additional Special Terms and Conditions will not apply to any other Contract or contractual relationship between the Parties unless expressly agreed to in writing.

AIR cost assumes up to two (2) iterations per written deliverable and a 10-business day review timeline by UNICEF for each deliverable from the time of the deliverable receipt by UNICEF.

**SPECIAL TERMS AND CONDITIONS**

**MARKINGS**

**INVOICING INSTRUCTIONS**

Invoicing Instruction

Provided that the Contractor has performed its obligations under this contract to the satisfaction of UNICEF, the Contractor shall submit the claim via email to: Robert Ndamobissi at [rndamobissi@unicef.org](mailto:rndamobissi@unicef.org)

**AMENDMENT REASON**

Amendment 01: The TOR is amended to include additional deliverables. the states selected changed to Borno (North-east), Jigawa (North-west), Bayelsa (South-south), Enugu (South-east), Oyo (South-west), Niger (North-Central), and Sokoto (North-West). This

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<b>CURRENCY</b> USD	<b>ADDRESS</b> 1400 Crystal Drive 10th Floor Arlington, DC 22202 USA (the) E-MAIL jmourer@air.org		<b>TELEPHONE NO.</b> 2024036261 6898	<b>FAX NO.</b>

selection adequately covers all the geopolitical regions of Nigeria. It also includes two states from the North-West because of the dire state of nutrition indicators and the high level of nutrition programming within the zone.

other contractual terms and conditions remain the same

**THE GENERAL TERMS AND CONDITIONS SPECIFIED IN THE ANNEX A APPLY TO THIS CONTRACT**

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<b>CURRENCY</b> USD	<b>ADDRESS</b> 1400 Crystal Drive 10th Floor Arlington, DC 22202 USA (the) E-MAIL jmourer@air.org		<b>TELEPHONE NO.</b> 2024036261 6898	<b>FAX NO.</b>

Contract valid from : 01.08.2021  
 Contract valid to : 31.12.2022  
 Payment currency : USD  
 Payment terms : Within 30 days Due net  
 Delivery terms :  
 Total amount : 635,213.00

**Provision of the following services**

Formative Evaluation of Govt-UNICEF Nutrition country Programme component of cooperation 2018 - 2022 in Nigeria.

**CONTRACT ACKNOWLEDGEMENT AND ACCEPTANCE**

**IMPORTANT**

The contractor is required to sign the Contract Acknowledgement and Acceptance form through an authorised representative and return the form to UNICEF within five working days. Please note that UNICEF may cancel the contract without notice until it receives the signed Contract Acknowledgement and Acceptance form.  
 Please ensure that your company information is updated including bank information, company name change, contact details etc. Failure to do so can lead to delays in processing payments.

**UNICEF CONTRACT TERMS AND CONDITIONS ACCEPTED**

<p><b>PREPARED BY</b>                  SIGNATURE <u><i>Amaka</i></u> DATE _____                  NAME AND TITLE: ,</p>	<p><b>I acknowledge that I have read and accepted the contents and conditions stipulated in this contract</b></p>
<p><b>AUTHORIZED OFFICER</b>                  SIGNATURE <u><i>Irene Ayako</i></u> Date _____                  NAME AND TITLE: ,  <b>On behalf of the United Nations Children's Fund</b></p>	
<p>SIGNATURE OF CONTRACTOR <u><i>Jane Mower</i></u> DATE _____                  NAME AND TITLE:</p>	

## ANNEX A

## GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

## GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

## Definitions and UNICEF Supply Website

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

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

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

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

"Contractor" means the contractor named in the Contract.

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

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

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

"Fee" is defined in Article 3.1.

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

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

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

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

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

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

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html), as may be updated from time to time.

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

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

### Provision of Services and Deliverables

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

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its

## ANNEX A

## GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

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

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

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

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

## Non-conforming Services and Consequences of Delay

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

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

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

- (a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);
- (b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance;
- (c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;
- (d) give written notice to terminate the Contract for breach, in accordance with Article 6.1 below, if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not capable of remedy;
- (e) require the Contractor to pay liquidated damages as set out in the Contract.

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

## Contractor's Personnel and Sub-Contractors

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

- (a) The provisions of Article 7 (Ethical Standards) will apply to the Contractor's Personnel as expressly stated in Article 7.
- (b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
- (c) The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.
- (d) At any time during the term of the Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF's request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions.
- (e) If one or more of Contractor's Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14)

## ANNEX A

## GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

days in advance; and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement Personnel in sufficient detail to permit evaluation of the impact on the engagement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

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

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

#### 4. Representations and Warranties; Indemnification; Insurance

##### Representations and Warranties

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

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

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

##### Indemnification

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

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

##### Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;

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

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

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

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- (c) The Contractor will be responsible to fund all amounts within any policy deductible or retention.
- (d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.
- (e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.
- (f) Compliance with the insurance requirements of the Contract will not limit the Contractor's liability either under the Contract or otherwise.

## Liability

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

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

## Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

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

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

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

## Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

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

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

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

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

## Data Protection and Security

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

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

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

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

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

## Service Providers and Sub-Contractors

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

## End of Contract

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

- (a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor or its sub-contractors and confirm such destruction to UNICEF in writing; and
- (b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

## 6. Termination; Force Majeure

## Termination by Either Party for Material Breach

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

## Additional Termination Rights of UNICEF

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

- (a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or
- (b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or
- (c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) day's written notice to the Contractor without having to provide any justification.

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

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

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

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

## Force Majeure

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

## 7. Ethical Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Contractor with immediate effect upon written notice to the Contractor if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Contractor breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor's Affiliates, or (ii) the Contractor or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

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

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

#### 8. Full Cooperation with Audits And Investigations

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

#### 9. Privileges and Immunities; Settlement of Disputes

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

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

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

#### 10. Notices

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

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

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

#### 11. Other Provisions

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

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

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

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

**ANNEX A**

**GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS**

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

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

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

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

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

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