REQUEST FOR QUOTATION FOR SERVICES

LRQS-2020-9156865

12 March 2020

UNITED NATIONS CHILDREN'S FUND (UNICEF)

wishes to invite you to submit a quotation for


Offers are invited by 26 March 2020 for the supply of:

Delivery terms : 25 Rue Mohamed Khoudi-El bia

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QUOTATION FORM

The form must be completed, signed and returned to UNICEF. Quotations must be made in accordance with the instructions contained in this Request.

The attached UNICEF's General Terms and Conditions for Institutional and Corporate contracts will apply to any resulting service contract.

The Undersigned, having read the Terms and Conditions of QUOTATION No. LRQS-2020-9156865 set out in the attached document, hereby offers to execute the services specified in the schedules at the price or prices quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

Signature: ____________________________

Date: ________________________________

Name & Title: _________________________

Company: ____________________________

Postal Address: _______________________

Tel No.: ______________________________

Fax No.: ______________________________

E-mail Address: _______________________

Validity of Offer: _____________________

Currency of Offer: ____________________

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

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

Other discounts: _______________________

Quotation to be addressed to:

Mohamed Cherif Kadri / Nassima-Malika Boumaza
Telephone: ___________________________
Email: mkadri@unicef.org
SPECIAL NOTES

Les soumissions sont à transmettre soit
Par mail : deux fichiers PDF en mentionnant pour chacune (offre technique et offre financière) à l'adresse suivante : alg-supply@unicef.org
Par courrier : une enveloppe contenant deux plis fermés en mentionnant pour chacune (offre technique et offre financière) à l'adresse suivante : 25- Rue Mohamed Khoudi El Biar- Alger.

SPECIAL TERMS AND CONDITIONS

Voir les TDR de la mission en annexe
INSTRUCTION TO BIDDERS

1. BID SUBMISSION

1.1 Bids shall be submitted in the manner specified in this solicitation document.

1.2 Bids must be clearly marked with the RFQ(S) number.

2. UNGM REGISTRATION

2.1 UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all bidders are encouraged to become a UNICEF vendor by creating a vendor profile in the UNGM website: www.ungm.org
ANNEX A
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Defined in UNICEF Supply Website

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

"ARTICLES" mean, with respect to the Contractor, any of its corporate affiliates or subsidiaries, 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 in the event of exchange between the Parties or properly identified as confidential in writing when furnished to intangible form or disclosed orally, and includes information, the confidential or proprietary nature of which, is or should reasonably appear from the context, nature, quality, or characteristics of such information.

"Contract" means the services contract that incorporates the 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 of similar nature.

"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.

"Diligent" means work which is done with a level of care and skill that is reasonable in the circumstances and which is consistent with the standards expected of a contractor.

"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 persons and any other essential users collaborating with UNICEF, in such case, authorized by UNICEF in access to and use of the Services and/or Deliverables.

"Fee" is defined in Article 3.1.

"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.

"Government's "Key Personnel" are (a) Personnel identified in the proposal as key individuals who are responsible for the performance of the Contract, (b) Personnel whose names were submitted with the proposal; and (c) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

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

"UNICEF's "Personnel" means the Contractor's employees, agents, affiliates, and any other personnel and any other essential users collaborating with UNICEF, in such case, authorized by UNICEF in access to and use of the Services and/or Deliverables.

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

"UNICEF's 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 network that Users' use of the Services or in connection with the Services, or that are collected by the Contractor in the performance of the Contract.

"UNICEF Supply Website" means UNICEF's public access website available at https://www.unicef.org/supply/where-to-buy, as may be updated from time to time.

1.3 These General Terms and Conditions of Contract, UNICEF's Policy Protocols and Procedures, and Deliverable Specifications, as well as any 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 for its own costs for providing all necessary personnel, equipment, materials, 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 or UNICEF and will provide no representations as to the availability of any facilities, equipment, materials, systems or services which may be helpful or useful for the fulfillment of the Contractor's 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 purpose of the Contract, the Contractor will ensure that its Personnel and 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 in such access and use, including, but not limited to, UNICEF's security policies. The Contractor will ensure that all 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 date schedules under the Contract. Any such agreement 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 prejudice to enforcing any other provision of the Contract.

2.4 The Contractor will neither sell nor accept any Equipment or supplies which may be used or provided to the Contractor by UNICEF, unless UNICEF and the Contractor 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 they were provided to the Contractor, subject to normal wear and tear. The Contractor will pay UNICEF the value of any such loss, damage or, deterioration of, its equipment and supplies beyond normal wear and tear.

Non-Compliance Services and Consequences of Delay

2.5 If the Contractor determines that it will not be able to provide the Services or deliver the Deliverables in accordance with the Contract, the Contractor will (a) immediately comply with UNICEF to determine the necessary means for delivery of the Services or Deliverables, and (b) notify UNICEF of its intention to provide delivery of any Services or Deliverables, as the Contractor's means enable the delay in accordance with the terms as set forth in Article 6.8 below, if reasonably so requested by UNICEF.

2.7 The Contractor acknowledges that UNICEF may terminate the Contractor's performance under
ANNEX A
GENERAL TERMS AND CONDITIONS

The Contractor and, in any event, to 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 the Contractor 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 Deliverables, details of any rejections, costs as incurred, and payments made by UNICEF or receipts. Neither the evaluation of the Services and Deliverables nor the Contractor's failure to provide any such evaluation, will relieve the Contractor of any of its warranties or other obligations under the Contract.

2.8 If the tender or Delivery dates provided by the Contractor do not conform to the requirements of the Contract, or are later than 30 days, without prejudice to any of its rights and remedies, UNICEF can, at its option:

(a) require the Contractor to provide additional information, including any deliverables in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice for such shorter period as UNICEF may determine, in its sole discretion, to be necessary in the notice.

(b) require the Contractor to provide an additional term of up to two (2) months, in respect of such non-compliance or incomplete performance.

(c) require the Contractor to provide all or part of the Services or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Price for such Services or Deliverables.

2.9 Further, if the Contractor fails to remedy the breach within the time period specified in Article 2.8 above or if the breach is not capable of remedy:

(e) require the Contractor to pay liquidated damages as set out in the Contract.

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

(a) The provisions of Article 7 (Liability 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 is agreed that Personnel will perform services in accordance with the requirements of the Contract, and that Personnel will be subject to the laws and customs and work in a high standard of health and life activities.

(c) The qualifications of any Personnel within the Contractor's Personnel will be subject to the terms of, or, if better, the qualifications of any Personnel or Personnel of the Contractor as specified in the Contract.

(d) As far as possible during the term of the Contract, UNICEF can make a written request that the Contractor provide any or all of the Personnel. UNICEF will not be responsible to give an explanation or justification for the request. Within seven (7) working days of receiving UNICEF's request, the Contractor will provide the Personnel to the Contractor in accordance with the Personnel Terms.

(e) The Contractor must provide the Personnel specified in the Contract to UNICEF. UNICEF will provide the Personnel with such Personnel to the Contractor as specified in the Contract.

(f) The Contractor must provide the Personnel with such Personnel to the Contractor as specified in the Contract. UNICEF will provide the Personnel with such Personnel to the Contractor as specified in the Contract.

(g) The Contractor must provide the Personnel with such Personnel to the Contractor as specified in the Contract. UNICEF will provide the Personnel with such Personnel to the Contractor as specified in the Contract.

(h) The Contractor must provide the Personnel with such Personnel to the Contractor as specified in the Contract. UNICEF will provide the Personnel with such Personnel to the Contractor as specified in the Contract.
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representing direct issues (except charges for utilities services) and external associations, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use in accordance with the exceptions from tax in Article 11, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1945. In the event any government authority refuses to collect such exemptions from taxes, duties, registration fees or charges, the Contractor will indemnify UNICEF to determine a mutually agreeable procedure. The Contractor will provide full repayment to UNICEF with regard to accruing UNICEF's exemption from, or offset 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 disputes with respect to any invoice. Upon resolution of such dispute, any adjustment that has not been agreed to in accordance with a Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remitting balance in the currencies in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the unadjusted 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 invoice paid will reflect any adjustments shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any non-payment under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payments will not release the Contractor of its obligations under the Contract until full and 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 conform to 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 accurate and current and notify UNICEF in writing of any changes to bank details together with supporting documentation immediately to UNICEF.

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

3.8 UNICEF will have the right to set off, against any amount or amounts due and payable to UNICEF to the Contractor under the Contract, any payments, indemnities or other claims including, without limitation, any overpayment made by UNICEF to the Contractor arising out of any payments made by the Contractor 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 making such 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 internal and external auditors or other authorized agents of UNICEF. At any time during the term of the Contract or for two years after any payment is made under the Contract, the Contractor may, upon reasonable notice, be requested by the Contractor to show at the Contractor's expense such documents or other evidence as are necessary or desirable to assist in the conduct of such audit in accordance with this paragraph. Any such audit or investigation shall not be likely to interfere with the business of the Contractor except as may be necessary to determine compliance with the Contract. The Contractor shall cooperate with UNICEF and its agents in any such audit or investigation and shall provide to UNICEF such assistance as may be reasonably required in connection with such audit or investigation.

4. Representations and Warranties; Indemnification; Insurance

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 Contractor 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 delivery 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, authorizations and consents 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 produced 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) it shall not use any trademark, service mark or other proprietary right of any third party, and (g) to the extent otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restricts or restricts any partner's right to the full disposal of or otherwise deal with any Deliverables or other work resulting from the Services. The Contractor will fulfill all commitments with the fullest regard to the interests of UNICEF and will refrain from any actions 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 as in a professional and workmanlike manner (b) with reasonable care and skill, and in accordance with the highest professional standards accepted by professionals providing the same or substantially similar services in a similar industry; (c) with priority equal to that given to the same or similar services for the Contractor’s client(s) and (d) in accordance with all laws, regulations, rules, and regulations governing 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 for the benefit of (a) each entity (b) any that makes a written contribution to UNICEF to procure the Services and Deliverables; and (c) each Government or other entity that receives the direct benefit of the Services and Deliverables described in (c) above that benefits or otherwise is entitled to the rights or interests of the Contractor under this Contract.

Indemnification

4.4 The Contractor will, indemnify, hold and save UNICEF and its directors, employees, and agents from and against any and all claims, demands, losses and liabilities of any nature or kind, including their costs and expenses, by any third party and arising out of the work or services of the Contractor to its Personnel or subcontractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liabilities in tort for personal injury or property damage, including fault, design, manufacture or sale, arising in whole or in part, in the course of or arising out of the performance of the Services.

4.5 UNICEF will report any such notice, proceeding, claim, demand, or lawsuit to the Contractor within a reasonable period of time after having received actual notice. The Contractor will have sole control of the defense, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the settlement or defense 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 are to be determined by the Contractor, its Personnel or subcontractors in the performance of the Contract.

4.6 UNICEF will report any such suit, proceeding, claim, demand, or lawsuit to the Contractor within a reasonable period of time after having received actual notice. The Contractor will have sole control of the defense, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the settlement or defense 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 are to be determined by the Contractor, its Personnel or subcontractors in the performance of the Contract.

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:

(b) Insurance against all risks as to the property and any equipment used for the performance of the Contractor;

(c) General liability insurance against all risks in respect of the Contract and claims arising out of the Contractor's performance of the Contract in accordance with the terms and conditions of the Contract;
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GENERAL TERMS AND CONDITIONS

1. All appropriate workers' compensation and employer's liability insurance, or its equivalent, will cover the Contractor and subcontractors in the performance of the Contract.

2. The Contractor will maintain insurance coverage required under Article 4.6 above during the term of the Contract and for a period after the Contract ceases existing to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

3. The Contractor will be responsible to fund all amounts within any policy deductible or excess.

4. Except with regard to the insurance referred to in paragraph 3 above, the insurance policies for the Contractor's insurance required under this Article 4.6 will: (a) name UNICEF as an additional insured; (b) include a waiver by the insurer of any subrogation rights against UNICEF; and (c) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

5. The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.

6. Compliance with the insurance requirements of this Contract will not limit the Contractor's liability other than under this 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 or the Contractor's Personnel or sub-contractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights: Data Protection: Confidentiality

5.1 Unless otherwise expressly provided for in this Contract:

(a) Subject to paragraph 5(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, information, documents, data and other materials ("Contract Materials") that (i) the Contractor develops under this Contract and (ii) are produced, prepared or collected in connection with, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by the Contractor or the Contractor under this Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire to the UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only as authorized by UNICEF officials on request 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 of 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 and in compliance with the requirements of this Contract.

5.2 Confidential Information given in connection with the Contract to the Contractor shall be kept in confidence by the Contractor and shall not be disclosed to any third party without the prior written consent of UNICEF, except as otherwise permitted in this Article 5.2. Confidential Information shall mean the information that is disclosed to the Contractor or the subcontractor, or is otherwise acquired by the Contractor or the subcontractor, in connection with the performance of the Contract or is in connection with the subject matter of the Contract and is not available to the public.

5.3 Confidential Information given is considered proprietary by either Party or that is delivered or disclosed by one Party ("Disclosing") to the other Party ("Receivin") 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 was to avoid disclosure of the Discloser's 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.

5.4 If the Contractor receives a request for disclosure of the Contractor's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made, the Contractor must give a reasonable opportunity to the Discloser to object to such disclosure. No disclosure of the Contractor's Confidential Information will take effect under such circumstances unless and until the Contractor has received written notice from the Discloser that the Confidential Information will be disclosed under the circumstances.

5.5 If the Contractor receives a request for disclosure of the Contractor's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made, the Contractor must give a reasonable opportunity to the Discloser to object to such disclosure. No disclosure of the Contractor's Confidential Information will take effect under such circumstances unless and until the Contractor has received written notice from the Discloser that the Confidential Information will be disclosed under the circumstances.

5.6 The Contractor may not use Confidential Information in any way other than as expressly authorized in this Article 5.6, or otherwise permitted in this Article 5.6. The Contractor acknowledges and agrees that the Contractor's Confidential Information is and will be used, in the performance of the Contract, for the purposes of and in accordance with the requirements of and in compliance with this Article 5.6.

5.7 Confidential Information will be used in the reasonable efforts to ensure that the proper dissemination of Confidential Information to third parties in connection with the performance of the Contract or the sub-contracting thereof is in accordance with this Article 5.7. Confidential Information will be used in the reasonable efforts to ensure that the proper dissemination of Confidential Information to third parties in connection with the performance of the Contract or the sub-contracting thereof is in accordance with this Article 5.7.

5.8 Confidential Information will not be disclosed to any other person, except as otherwise permitted in this Article 5.8, or otherwise permitted in this Article 5.8. Confidential Information will be used in the reasonable efforts to ensure that the proper dissemination of Confidential Information to third parties in connection with the performance of the Contract or the sub-contracting thereof is in accordance with this Article 5.8.

5.9 The Contractor may not use Confidential Information in any way other than as expressly authorized in this Article 5.9, or otherwise permitted in this Article 5.9. The Contractor acknowledges and agrees that the Contractor's Confidential Information is and will be used, in the performance of the Contract, for the purposes of and in accordance with the requirements of and in compliance with this Article 5.9.

5.10 Confidential Information will be used in the reasonable efforts to ensure that the proper dissemination of Confidential Information to third parties in connection with the performance of the Contract or the sub-contracting thereof is in accordance with this Article 5.10. Confidential Information will be used in the reasonable efforts to ensure that the proper dissemination of Confidential Information to third parties in connection with the performance of the Contract or the sub-contracting thereof is in accordance with this Article 5.10.

5.11 Confidential Information will be used in the reasonable efforts to ensure that the proper dissemination of Confidential Information to third parties in connection with the performance of the Contract or the sub-contracting thereof is in accordance with this Article 5.11. Confidential Information will be used in the reasonable efforts to ensure that the proper dissemination of Confidential Information to third parties in connection with the performance of the Contract or the sub-contracting thereof is in accordance with this Article 5.11.
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5.5 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, freeze UNICEF's data, as directed by UNICEF and as per the instructions of the Service Provider. 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, or UNICEF reasonably determines, 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 Annex 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's Data, or, at UNICEF's option, destroy all copies of such Information held by the Contractor or its subcontractors and send a confirmation to UNICEF in writing;

(b) give notice to UNICEF of the subcontractor's and other proprietary information in accordance with Article 5.11(b);

6. Termination

For Cause

6.1 Termination by Either Party for Material Breach

If either Party is in material breach of any of its obligations under the Contract, the other Party can give immediate notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitration proceedings in accordance with Article 9 (Disputes and Arbitration; Settlement of Disputes) below will not preclude the grounds for termination of this 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 severance payments or any other liability of any kind:

(a) in the circumstances described in, and in accordance with, Article 9 (Ethical Standards); or

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

(c) if the Contractor (i) is in material breach of any of its obligations under the Contract, or is in breach of any of its obligations under the Contract, or (ii) is in breach of any of its obligations under the Contract, and (iii) has received an appointment on account of the breach of the Conduct of the Contractor, or is subject to a suspension of its membership in the organization or to a suspension of any of its obligations under the Contract.

In addition to the termination rights under Articles 6.1 and 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF believes to be in any case in which the Contractor breaches any of the provisions of Articles 5-5.11 (Confidentiality; Data Protocols and Security).

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 sales, and with the conduct of the Contract, reliable individuals who will perform effectively in the employment of the Contractor, 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 organization has requested from or on behalf of the Contractor, or will be offered by or on behalf of any official of UNICEF or of any United Nations System organization or any other entity or body, any gifts, favours or hospitality.

(b) The Contractor represents and warrants that the following requirements with regard to licenses
UNICEF officials have been consulted with and will be compensated with.

(a) During the one (1) year period after an official has separated from UNICEF, the Contractor may redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or redact or 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redact or redact or redact or redact or redact or redact or redact or redact or read more text
ANNEX A
GENERAL TERMS AND CONDITIONS

10.3 All documents that comprise the Contract, and all documents, notices and records 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. Order Previsions

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 within UNICEF’s discretion and by whatever means UNICEF deems appropriate.

11.2 The failure of one Party to object in or take affirmative action with respect to any default of the other Party which in violation of the terms of the Contract will be considered and will not be considered 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 to have 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 ventures.

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

11.5 No grant of time to the Contractor to cure a default under the Contract, nor any delay or failure by UNICEF to exercise any 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 take any legal, administrative or other enforcement against any member that is or becomes a party to the Contract, and will not permit any other person to do so. It will immediately remove or demand the removal of any lien, attachment or other encumbrance that is secured against any member due or to become due under the Contract.

11.7 The Contractor will not advertise or otherwise make public the purposes of commercial advantage or goodwill that it has a commercial 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 to the Contract and the Contractor and its Personnel and subcontractors, 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 the sole version only, and the English language version will govern in all communications.

11.9 No restriction to 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 without it in a written amendment to the Contract signed by an authorized 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.