

**Institutional/Corporate Contract**

CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43285503	1	1900708783	Abuja, Nigeria	
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME Trigyn Technologies Inc	CONTACT PERSON	
CURRENCY USD	ADDRESS 100 Metroplex Drive Edison, NJ 08817 USA (the) E-MAIL		TELEPHONE NO. +1 732 777 4601	FAX NO. +1 732 777 0013

*This agreement shall commence on **11 Oct 2019** and shall expire upon satisfactory completion of the services described below but not later than **30 Dec 2020**, unless sooner terminated under the terms of the agreement.*

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

wishes to enter into an institutional contract  
with

**Trigyn Technologies Inc**  
**100 Metroplex Drive Edison, NJ 08817 USA (the)**  
**Telephone: +1 732 777 4601**  
**Fax: +1 732 777 0013**

for the provision of the following services

**CPIMS+ Development, Deployment and Configuration in Nigeria**

as stipulated in the attached document

# Institutional/Corporate Contract



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ITEM	SERVICE DESCRIPTION	PRICE
10	<b>CPIMS+ development, deployment + Configu</b>	<b>33,408.00</b>
	CPIMS+ Development, Deployment and Configuration in Nigeria as contained in Annex B (Terms of Reference)	
	Pre-Deployment/planning	5,240.00
	Implementation Plan/Requirement	4,440.00
	Implement the approved phase implementat	9,416.00
	Features Development based on user-deriv	7,800.00
	Production Support and maintenance contr	6,000.00
	Handover	512.00
<b>Grand Total :</b>		<b>33,408.00</b>

## STATEMENT OF WORK/TOR

Terms of Reference for CPIMS+ development, deployment and configuration in Nigeria

### Summary


Title CPIMS+ development, deployment and configuration in Nigeria

Purpose To configure and deploy the web-based Primero/CPIMS+ application to support child protection integrated case management to improve the service provision for the children who are/were victims of any form of violence in focus states including three emergency states in Nigeria.

### 1. INTRODUCTION TO THE SECTOR OF WORK

The United Nations Children's Fund (UNICEF) is mandated to respond to the needs of children in emergency situations, and to assist government counterparts in implementing a wide range of child protection (CP) UNICEF uses the term #child protection# to refer to preventing and responding to violence, exploitation and abuse against children # including commercial sexual exploitation, trafficking, child labour and harmful traditional practices, such as female genital mutilation/cutting and child marriage. UNICEF#s child protection programmes also target children who are uniquely vulnerable to these abuses, such as when living without parental care, in conflict with the law and in armed conflict programmes. These programmes depend on the timely, accurate collection of data and its secure and efficient management, storage and use. UNICEF#s Child Protection objectives are to actively prevent children from being harmed and to support programmes to respond to instances where children are at risk of or have been subjected to violence, exploitation or abuse. Taken from: [http://www.unicef.org/protection/57929\\_62178.html](http://www.unicef.org/protection/57929_62178.html)

Primero is a modern, browser-based open source application that is flexible and highly configurable. Primero supports multiple modules to facilitate information management for different types of child protection programmes. These modules include the CPIMS+ and the GBVIMS+. Primero has granular, role-based access, so that only those who need to see information have access to it. In 2017 UNICEF developed global long-term agreements (LTAs) with multiple software vendors to support the scale up and roll out of Primero

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globally.

## 2. BACKGROUND INFORMATION

Nigeria is facing a high rate of prevalence of violence against children while before the age of 18, approximately 6 out of every 10 children experience some form of violence, half of the children experience physical violence (Nigeria VAC survey 2014). A key finding of the survey indicates that less than 5% of the children that report having suffered violence receive any form of service. There is a need to significantly increase in the coverage of service delivery to increase the number of children victims of violence who receive support through referrals mechanism. UNICEF is supporting the government at federal and state level to strengthen child protection integrated case management system to provide adequate services to the vulnerable children and build the capacity across the board including social welfare, police, courts, health among others service providers. In order to record an increase in service provision, there is a high demand for regular, reliable, fast and consistent information on the number of children in need of protection that receive services.

Most children in the north-east have been exposed to one or more of the following: violence, loss of friends, family members and neighbors, accumulated stress, deterioration in living conditions, inability to provide for one's self and family, increased military presence, divisions in societies, and lack of access to services. It is estimated that over 20,000 children have been separated from their families and are either unaccompanied or separated and 34,000 have lost one or both parents due to the conflict. These experiences have a significant impact on the psychosocial wellbeing and development of all children, including unaccompanied and separated children (UASC), with both immediate and long-term consequences for children, families and communities.

Both Boko Haram and CJTF (hereinafter referred to as non-state armed group or NSAG) have been listed by the Secretary General under Security Council Resolution 1612 as recruiting and using children in combat and support roles. Boko Haram has also been listed for abduction. In 2015, the Office of the National Security Advisor estimated 8,000 children formed part of the Boko Haram. However, this estimate is higher than the number of children rescued or recovered by the Nigerian Security Forces (NSF) and handed over to civilian authorities and UNICEF, which stands at 1,587 children (971 boys, 616 girls) to date.


The case management and CPIMS have been rolled out and routine disaggregated data collection helped produced quarterly fact sheets. A total of 11,801 child victims of violence [F: 5,580] received child protections services in seven focus states including three northeast states (Adamawa, Borno and Yobe) and four focus states under development programme which includes Cross River, Gombe, Lagos and Plateau).

To build the capacity and ensure adequate human resources to implementing child protection integrated case management, the Social Welfare Workforce Strengthening National Action Plan was updated and 10,000 copies of social work curriculum for the attainment of the National Diploma and National High Diploma were distributed by the National Board for Technical Education, contributing to 10 polytechnics receiving accreditation. 80 LGA-based social welfare officers were trained on child protection and case management and coordination strengthened with the establishment of inter-agency case management steering committees in 4 focus states. UNICEF also supported the development of state government-led child protection integrated case management frameworks, including the development of the following;

- i. Standard operating procedures (covering state and LGA social welfare officers, ward level case workers and community child care worker)
- ii. Inter-agency case management protocols and IMS tools
- iii. Mandatory reporting protocol for health and education.

However, there is a growing demand for evidence-based decision making and attribution of programme results in the on-going child release and reintegration programmes in country. UNICEF and the responsible government ministries and partners are facing increasing demand to develop, maintain and sustain an effective and efficient data management and reporting system.

Within the government ministries of social welfares in seven (7) focus states, different local government level structures are collecting data that are relevant to the wellbeing of children apart from these, there are non-governmental organizations working in the child protection sector with their own data management systems, and very limited capacity for data consolidation and analysis. In addition, the insufficient technical capacity, poor-quality of data use to inform decision making and policy formulation, as well as generating

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evidence and demonstrating improvement in programme performance remain a challenge.

In this regard, UNICEF in collaboration with government partners including other child protection actors are working towards improving the quality of services provision through the deployment, integration, use and maintenance of an effective information management system as a key component of an integrated case management system. As an interagency tool, the CPIMS+ will be customized based on programme needs as a secure tool to effectively collect, store, analyze and produces reports on programme performance to support the case management system as well as supporting and strengthening qualitative Case Management response through regular supervision (within the system)

### 3. PURPOSES AND OBJECTIVES OF THE PROPOSED WORK

#### A. Purpose:

In collaboration with the Federal and State Ministries of Women Affairs and Social Development, UNICEF is proposing to lead and support the configuration and deployment of a web-based CPIMS+/Primero application in Nigeria in line with the best practice guidelines for digitization to ensure the trustworthiness and reliability of records keeping for all data subjects as well as supporting and strengthening qualitative Case Management response through regular supervision (within the system) .

This will include the introduction of an effective information management system, the CPIMS+/Primero which will be integrated as part of case management process to track prevention and response to violence, abuse, exploitation and neglect of children to ensure quality service delivery and continuum of care upon identification by source or referrals; monitor the services rendered to children by service providers as well as transfer of cases through inter agency information sharing protocols.

Based on the above, UNICEF Nigeria is interested to contract for the rollout of CPIMS+ in Nigeria.

#### B. SCOPE OF WORK:

The Contractor will undertake all kind of activities which may require for the development, deployment and rollout of CPIMS+ in Nigeria, following are some of proposed activities;

- A) Analysis and mapping of workflows, standardization of data collection and reporting forms and operation datasets in Nigeria
  - B) Technical analysis and deployment support, including hardware configuration (provisioning and configuring servers for launch and staging);
  - C) Client relations & project management (remote)
  - D) Software development, taking into consideration that each context will require its own instance, including testing following Agile methodologies;
    - a. Localization customization
    - b. Test instance for user acceptance testing and training
    - c. Configuration support and quality assurance
    - d. Any specific feature developments (additional reports such as 5W)
    - e. Mobile configuration and Mobile Device Management (MDM)
    - f. Day-to-day user support
  - E) Documentation of all processes
  - F) Progress reports/assessments at selected project milestones
  - G) Implementation Planning and support (remote)
  - H) Data migration from old data tracking tool/transition support to new platform
  - I) Field support, issue tracking, and maintenance as part of a service level agreement
- Revise and further develop user-friendly manuals and training materials on the use and maintenance of the CPIMS+/Primero.
- J) Travel and accommodation (UNICEF Nigeria will facilitate the field travel on need basis).

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### C. EXPECTED DELIVERABLES, TIME LINE

#### Expected Results/Delivery Date

Phase 1 Output 1: Pre-deployment engagement planning, alpha configuration and proof of concept 1 month after signing of contract.

Phase 1 Output 2: Implementation plan: development of a phased implementation plan for Nigeria based on approved criteria 1 month from date of inception.

Phase 2 Output 1: Feature development based on user-derived requirements 1.5 months from date of inception.

Phase 2 Output 2: Implement the approved phased Implementation Plan to support roll out the CPIMS+ including: distribution, installation of the configured application, data migration, testing, and training support 3 months in all locations from date of inception.

Phase 2 Output 3: As a part of a production support and maintenance contract (PSM), provide ongoing technical support to CPIMS+ for a period of twelve (12) months from date of first #live# instance, including establishing a service protocol, ticketing system, escalation points and contact channels, all as set out in Annex C. Monthly, for a period of 12 months beginning after go live.

### 4. PROPOSAL STRUCTURE

The proposal must cover the following sections (additional sections are welcome):

- Proposed workplan and timeline for the deliverables mentioned above and a clear process to coordinate with UNICEF technical team
- Project dependencies and assumptions (where applicable)
- Detailed budget proposal broken down as per instructions in Annex D-Pricing Schedule.

### 5. The Team

The team should have a past experience on CPIMS+ development and deployment along with breadth of knowledge across various applications and a depth of knowledge in the specific applications including the following technical skills, Business Analyst (Strategy & Requirements Analysis), Quality Analysis and Application Development.

Annex A: Detailed Description of Scope of Work

The below table set outs clear tasks and activities that will be part of the deliverables for each Phase/Output of the contract, along with a timeline. Because this project is managed according to Agile methodologies and must be responsive to the needs of field-level users, this framework is indicative and should be considered flexible.

#### PHASE/OUTPUT Tasks End Products & Deliverables Time frame

Phase 1 Output 1: Pre-deployment engagement planning, alpha configuration and proof of concept Calls with focal points/teams

- Pre-configuring of a cloud hosted, non-production CPIMS+ instance
- Remote demos/walk through
- Provide an initial activity schedule Nigeria child protection teams and partners
- Project charter/governance- support Primero Lead
- cloud hosted, non-production CPIMS+ instance
- walk through of POC 1 month after signing of contract.

Phase 1 Output 2: Implementation plan: development of a phased implementation plan for Nigeria based on approved criteria. Using the learnings from previous deployments to develop a plan for scaling the CPIMS+ in Nigeria

- Identify prioritization criteria Identify practical approach based on geographic and infrastructure criteria ID server and infrastructure (specs, hosting options, etc).
- Secure server
- Business Analysis: validate processes/flows, types of devices, connectivity and coverage, prelim usages estimates (i.e. # of users, how often they access, etc)

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- Configuration (forms, roles, locations, reports) and complete documentation.
  - Establish that field relevant data is migrated as required.
  - Establish and document basic protocols (passwords, encryption, import/exports, etc.)
  - Business analysis; research and validation of number of users, types of users, process flows.
  - Define deployment requirements (geographic locations)
  - Validate requirements with estimate for scope of effort/Implementation Plan Document (a phased approach to implementing CPIMS+ /Primero in Nigeria including prioritization of locations, timelines, distribution, hardware requirements for initial and longer term.
  - Defined configurations for child release and reintegration data requirements
  - Defined CPIMS+ use: import / export, user population and distribution, protocols
  - List of CPIMS+ development items for child release and reintegration data requirements
  - Data migration requirements
  - Define Mobile configuration
  - Develop Mobile Device Management solution 1 month from date of inception.
- Phase 2 Output 1: Feature development based on user-derived requirements Gather end user requirements
- Set up a development environment and perform continuous integration
  - Provide end users with user acceptance testing opportunities
  - Document processes, user stories, acceptance criteria and test results- Design, develop and test features to suit programme needs specific to child release and reintegration reporting requirements, including report filters in the UI for time (duration/dates), and two other variables.
  - Design and develop configurable role-based dashboards for at least 3 roles (case worker, programme manager, +1) to manage transactions related with the caseload, including follow ups and services provided, in order to address the #supportive supervision# requirements of the programme. 1.5 months from date of inception.
- Phase 2 Output 2: Implement the approved phased Implementation Plan to support roll out the CPIMS+ including: distribution, installation of the configured application, data migration, testing, and training support- Revisit Implementation Plan for changes to scope or expectation
- Execute Implementation Plan
  - CPIMS+ configured for Nigeria deployed to planned site(s)
  - Testing of all production sites (including mobile)
  - Administrative training and train-the-trainer sessions conducted in Nigeria UNICEF is leading the operationalization of integrated case management and CPIMS in three northeast states where 19 implementing agencies are actively engaged and providing case management services to the vulnerable children. This includes the network of UN agency (UNICEF), Government (three State Ministries), INGO (6) and NGO (9). The scope of CPIMS also been expanding to development nexus, there are currently four states where government (Ministry of Women affairs and Social Development) is leading the case management process. In 2018, there were 11,000 + cases identified and provided case management services. Out of which 8,458 cases from UNICEF implementing partners were verified to potentially migrate into CPIMS+.- Release 1 CPIMS+ documentation and training materials updated to include new features and functionality
  - CPIMS+ installations as outlined in the Implementation Plan
  - up to 3 Administrative training and 5 train-the-trainer sessions conducted remotely
  - CPIMS+ documentation and training materials made available to end-users 3 months in all locations from date of inception.
- Phase 2 Output 3: Production support and maintenance contract (PSM), provide ongoing tech support to CPIMS+ - Production support and maintenance of #live# (production) site
- Establish a service protocol with escalation points and ticket system for management of issues
  - Provide contact channels and escalation points
  - Bug fixes and updates to production sites-provide 365 days of support and maintenance to approved production implementations
  - support contract starts with the #go live# date of the first production instance of CPIMS+
  - provide consolidated monthly service reports including response and cost Monthly, for a period of 12 months beginning after deployment.

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Handover- Conduct a final assessment of the database system and handover developed functional digital system to UNICEF Nigeria-  
Final assessment of the database conducted and 10-page report  
- Administrative Handoff of the system (all application and system logins and server access transferred) to qualified/designated Nigeria CPIMS+ for release and reintegration administrators as per MoU requirements  
Annex B: Specifications for Production Environment of Primero

Hosted CPIMS+ /Primero Instance Infrastructure

# The application will be hosted successfully on a cloud service providers (Microsoft Azure from UNICEF).

# Database Servers: 2 r3.large (optimized for memory), always up and running. One is the primary master database, the other is the slave failover. It is recommended that CouchDB runs on a high-memory server.

# Application Servers: 1 r3.large (optimized for memory), at 100% utilization, plus an estimated 2 r3.larges at 10% utilization brought up on demand. Annex C: Production, Support and Maintenance Agreement

CPIMS+ / Primero

### 1. Support Approach

The Contractor will assign dedicated technical resources to support the Primero Platform and its associated systems currently in development and subsequent production. This ongoing support will include problem diagnosis and defect remediation to address software defects (if the defect is not covered by warranty), implementing enhancements, as well as patching, configuration optimization, and maintenance of the Amazon, Azure or other Web Servers hosting the Primero instances. Furthermore, when Primero is released, the Contractor will support the production environment. (The hosting provider is to be determined.)

### 2. Indicative Scope

The Contractor will structure support plans on the basis of part-time or full-time equivalent (FTE) support engineers. A monthly support agreement commits a pre-determined number of staff hours for development and support of the system. An estimated 40 total staff-hours per month is required but this level of effort may be adjusted based on direction from UNICEF. This support will be delivered in parallel with ongoing analysis and development work that is part of a contract to support Primero roll-out in Nigeria.

### 3. Indicative services

The Contractor understands that its principal responsibilities will be:

- Perform day-to-day maintenance and operations for servers, including installation, backup, recovery testing, performance optimization, and other configuration tasks
- Manage periodic updates to the system, including source and configuration management
- Accomplish on-demand enhancements for the system
- Monitor availability and performance
- Support for the Primero Open Source Community, if surplus hours are available or effort is deemed necessary


The Contractor will make available the infrastructure and processes to enable cost-effective support and maintenance services, drawing on extensive experience in operations support for client systems. The infrastructure includes:

- Dedicated email address and telephone number for support requests
- Issue tracking system
- Server monitoring
- Performance monitoring
- Software configuration management
- Automated testing and deployment processes
- Options to expand to 24 x 7 support plans

### 4. New Feature development

In addition to the support described in preceding sections, the Contractor will provide an ongoing assessment of Primero support needs, including analysis of any affects resulting from adoption/increased use of the platform and its related systems. The Contractor



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anticipates that its PSM team will become increasingly efficient at these support tasks, thus, the scope of support could optionally include the following activities, at the discretion of UNICEF and its partners.

**Security** - In the initial development of the Primero platform, the Contractor focused on application and deployment security for a range of deployment modes. The system therefore will maintain integrity from compromise and confidentiality of information. However, increased adoption and localization of the platform will require deployment to specific operational contexts # laptops and servers, including stand-alone, networked, or Internet-accessible configurations. Localization will require additional diligence to maintain operational security in these contexts, including both system and process related vulnerabilities. Our team understands the possible attacks for these operational contexts and will ensure that each local instance maintains a high-level of security. As appropriate, the contractor will advise local stakeholders on policies and procedures necessary to maintain secure access, including practices for users, passwords, and system access.

**Monitoring** # the Contractor may extend the existing #alive# monitoring to provide more sophisticated feedback on availability and performance in response to increasing utilization of Primero. In particular, the contractor recommends implementing monitoring tools such as Nagios or NewRelic when the system is released for production use.

**Custom Reporting** # The Contractor PSMM team will write custom reports on an ad hoc basis. This support would provide users with access to the entire Primero data set (for the local instance), and enable a full range of outputs, including formatted reports, charts, and graphs.

**Configuration** # the Contractor will identify and implement any required changes to the application, including language, display formats, workflow, custom forms, custom labels, and other localization of the system, as approved by stakeholders in the localization and Implementation Plan. These changes will be made via administrative capabilities of the platform, and not require custom coding that would yield a local version of the Primero platform. Translation is considered to be outside the scope of this effort, but will collaborate with local UNICEF or other resources to define the appropriate text, based on the local language and taxonomic requirements.

**Deployment** # the Contractor team will configure the designated local or cloud-based servers, test, and initiate the localized instance. As required for a specific country, region, or program, the Contractor will repeat this deployment process for each operational location or distinct Primero instance.

**Post-Production** # the Contractor anticipates a range of issues related to increasing use of Primero in production, which can be implemented under this support activity. These needs include additional server hardening, tools for data migration or maintenance, self-service for account management, and others.

#### 5. Level of Effort

Table 2 below provides an initial estimate for the approach defined in previous sections. The contractor and UNICEF estimate that, initially, effective Primero support will require a total of 40 staff hours per month. Support will be available during normal Nigeria business hours (GMT), Sunday-Thursday. This plan can be extended if deemed necessary, subject to rate card prices. The contractor and UNICEF will work together to ensure this level of support remains sufficient as the Primero adoption rate increases over time. Each month, the contractor support team will deliver a detailed report and summary of efforts in order to understand and identify any issues prior to their evolving into problems.

##### Role Monthly Effort

Technical Lead tbd hours

Project Manager / BATbd hours


Software Engineer tbd hours

Total 40

An online log will be maintained by the PSM team indicating their hours worked. Hours/effort that are NOT used in a given month will be carried over and made available in subsequent months of the contract, until termination. Additional hours exceeding the contractual threshold will be invoiced to UNICEF with a log and justification, if requested by UNICEF. NO ADDITIONAL HOURS may be billed without the previous written consent of UNICEF.

If the level of effort required to meet the demand of field-level users exceeds this estimate, The Contractor will invoice for additional hours at the above rates, noting that the UNICEF Product Owner must be informed of the situation beforehand and must approve the additional hours. This PSM agreement may be extended and/or form the basis of subsequent support contracts, as deemed necessary by UNICEF.



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#### 6. Project Team

The contractor will provide a project team that includes its most experienced and effective technologists. We anticipate the team for this initiative will include the following specific rolls: A Technical Lead, a Senior Software Engineer, and a Project Manager/Business Analyst. The resource pool will be drawn from the current Primero project team, and can be scaled to best support any future increase in scope.

#### 7. Data Ownership

Please review the UNICEF Terms and Conditions carefully. Article 6 of the Contract will apply to all data. Article 9 of the Contract will apply to all UNICEF Confidential Information.

#### 8. Assumptions

UNICEF will assign a dedicated Product Owner <http://scrummethodology.com/scrum-product-owner>. The costs of hosting CPIMS+/Primero in Nigeria will be the responsibility of the UNICEF Nigeria Country Office; the Contractor will not be responsible for the costs of hosting.

### CONTRACTUAL PROVISIONS

THIS PURCHASE ORDER (this "Purchase Order") is issued by:

THE UNITED NATIONS CHILDREN'S FUND ("UNICEF"), an international inter-governmental organisation 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 UN House 617/618 diplomatic drive CBD, Abuja.

To:

Trigyn Technologies Inc. (the "Supplier"), a corporation organised and existing under the laws of Nigeria and having its principal offices at 100 Metroplex Drive, Edison NJ 08817, USA.


Each of UNICEF and the Supplier are referred in this Purchase Order as a "Party" or together as the "Parties".

#### 1. Purchase Order; Terms and Conditions

1.1 UNICEF offers to purchase from the Supplier the goods (the "Goods") specified in this Purchase Order in the quantities specified in this Purchase Order in accordance with the terms and conditions set out in this Purchase Order. The Supplier (a) agrees to sell to UNICEF the Goods in the quantities specified in this Purchase Order in accordance with the terms and conditions set out in this Purchase Order; and (b) represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing, and able to supply such Goods in accordance with the terms and conditions set out in this Purchase Order.

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

1.3 This Purchase Order (including any documents incorporated by reference in this Purchase Order) is the entire agreement between

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the Parties with regard to the supply of the Goods by the Supplier. 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, customer terms, shrink-wrap, click-wrap, browse-wrap, confidentiality, non-disclosure, non-compete, acceptable use policies, or other forms of agreement (oral or otherwise) concerning the supply of the Goods to UNICEF by the Supplier 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 11.10 of the UNICEF General Terms and Conditions of Contract (Goods).

1.4 The Supplier will confirm its acceptance of this Purchase Order by counter-signing it, and returning it to UNICEF, within five (5) working days of receiving it. This Purchase Order will be a binding contract between UNICEF and the Supplier when UNICEF receives the counter-signed Purchase Order from the Supplier. This Purchase Order will be effective from the date of UNICEF's receipt of the counter-signed Purchase Order until all obligations of the Parties have been fulfilled in accordance with its terms, unless earlier terminated in accordance with Article 6 of the UNICEF General Terms and Conditions of Contract (Goods).

1.5 The Supplier 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 Purchase Order to such organizations.

2. Cancellation. UNICEF can cancel this Purchase Order at any time with immediate effect by so notifying the Supplier in writing (which includes email) and UNICEF will have no liability for cancellation charges or any other liability of any kind; provided however that if at the time it receives such notice the Supplier has commenced production of Goods expressly for the purposes of fulfilling this Purchase Order then (a) the Supplier will immediately cease production and will take all reasonable steps to minimize costs associated with production already commenced, and (b) UNICEF and the Supplier will agree on the Supplier's net cost in that regard (being the Supplier's costs incurred directly in relation to Goods ordered by UNICEF prior to the Supplier's receipt of cancellation notice, less amounts the Supplier recovers through sale or other disposition of Goods already produced or in production) and UNICEF will pay the Supplier the net amount so agreed.


### 3. Notices; Coordination

3.1 UNICEF's and the Supplier's contact and address for notices under this Purchase Order 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  
UN House 617/618 diplomatic drive CBD, Abuja.  
Attention: Christopher Adomati, Chief of Supply & Logistics  
E-mail: cadomati@unicef.org

If to Supplier:  
Trigyn Technologies Inc.  
100 Metroplex Drive, Edison  
NJ 08817, USA  
Attention: Mr. Homi Panday, President  
Telephone: +1 (732) 777-4601  
E-mail: Homi.Panday@Trigyn.com

3.2 The persons referred to in Section 3.1 are the Parties' respective representatives who are responsible for the day-to-day coordination and management of this Purchase Order.

Institutional/Corporate Contract			unicef 	
CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43285503	1	1900708783	Abuja, Nigeria	
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME Trigyn Technologies Inc	CONTACT PERSON	
CURRENCY USD	ADDRESS 100 Metroplex Drive Edison, NJ 08817 USA (the) E-MAIL		TELEPHONE NO. +1 732 777 4601	FAX NO. +1 732 777 0013

#### 4. Pricing; Most Favoured Customer.

4.1 The Supplier represents that the Prices of the Goods under this Purchase Order are the most favourable price terms available to any customer of the Supplier (or of any of the Supplier's Affiliates). If at any time during the effective period of this Purchase Order any other customer of the Supplier's (or of any of the Supplier's Affiliates) obtains more favourable pricing terms than those provided to UNICEF with regard to the Goods or goods similar to the Goods, the Supplier will retroactively adjust the Prices and related pricing terms under this Purchase Order to conform to the more favourable terms and the Supplier will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive price adjustment.

[4.2 Payment against the Supplier's invoice will reflect a discount of [PERCENTAGE] provided payment is made within [NUMBER OF DAYS] from the date of receipt of the Supplier's invoice by UNICEF.]

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 (Goods), if the Supplier fails to deliver the Goods under this Purchase Order in accordance with the stated time for delivery, or if UNICEF exercises its right to reject Goods that do not conform to the requirements in this Purchase Order, UNICEF may claim liquidated damages from the Supplier and, at UNICEF's option, the Supplier will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Supplier's invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Price of such Goods for each day of delay, until delivery of conforming Goods, up to a maximum of ten per cent (10%) of the value of this Purchase Order. The payment or deduction of such liquidated damages will not relieve the Supplier from any of its other obligations or liabilities pursuant to this Purchase Order.

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

#### SPECIAL TERMS AND CONDITIONS

#### MARKINGS

#### INVOICING INSTRUCTIONS

##### 1. INVOICING

1.1 The Contractor will issue invoices to UNICEF, Abuja Office, UN House, 617/618 Diplomatic Zone, CBD, Abuja as detailed in clause

**Institutional/Corporate Contract**

<b>CONTRACT NO</b>	<b>AMENDMENT NO</b>	<b>CONTRACTOR</b>	<b>ISSUING OFFICE</b>	
43285503	1	1900708783	Abuja, Nigeria	
Agreement entered into between UNICEF and: <i>(Hereinafter referred to as "The Contractor")</i>		<b>NAME</b> Trigyn Technologies Inc	<b>CONTACT PERSON</b>	
<b>CURRENCY</b> USD	<b>ADDRESS</b> 100 Metroplex Drive Edison, NJ 08817 USA (the) E-MAIL		<b>TELEPHONE NO.</b> +1 732 777 4601	<b>FAX NO.</b> +1 732 777 0013

3 (three) of the UNICEF General Terms and Conditions of Contract (Services) attached as Annex A.

**AMENDMENT REASON**

Revised Time

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

# Institutional/Corporate Contract



CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43285503	1	1900708783	Abuja, Nigeria	
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME Trigyn Technologies Inc	CONTACT PERSON	
CURRENCY USD	ADDRESS 100 Metroplex Drive Edison, NJ 08817 USA (the) E-MAIL		TELEPHONE NO. +1 732 777 4601	FAX NO. +1 732 777 0013

Contract valid from : 11.10.2019  
 Contract valid to : 30.12.2020  
 Payment currency : USD  
 Payment terms : Within 30 days Due net  
 Delivery terms :  
 Total amount : 33,408.00

## Provision of the following services



CPIMS+ Development, Deployment and Configuration 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

PREPARED BY  SIGNATURE _____ DATE <u>8/10/19</u> NAME AND TITLE: <u>Doreen Ekan</u>	I acknowledge that I have read and accepted the contents and conditions stipulated in this contract          SIGNATURE OF _____ CONTRACTOR _____ DATE <u>Oct 8th, 2019</u> NAME AND TITLE: <u>Homiyar Panday, President</u>
AUTHORIZED OFFICER  SIGNATURE _____ Date <u>8/10/19</u> NAME AND TITLE: <u>Irene Ayala</u> On behalf of the United Nations Children's Fund	

## 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.

## ANNEX A

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

(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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## GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

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.

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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.