

REQUEST FOR PROPOSAL FOR SERVICES (LRPS) LRPS-2017- 9134583

21 September 2017

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite eligible firms to submit a proposal to:

EVALUATE UNICEF'S RESPONSE TO HURRICANE MATTHEW IN HAITI

SEALED Proposals must be received at the following address before **17:00 pm on Friday, October 27, 2017**

Attention:

BID SECTION
UNICEF Haiti Office
17 Rue Armand Holly, Debussy
Port-au-Prince, Haiti

IMPORTANT – ESSENTIAL INFORMATION

Your offer comprising a Technical Proposal and a Price Proposal, in separate sealed envelopes should be received at the above address by latest **17:00 PM on Haiti local time on Friday, October 27, 2017**.

The reference "LRPS-2017-9134583" must be shown on the envelopes containing both the Technical Proposal and the Price Proposal.

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

UNICEF looks forward to receiving your Proposal and thank you in advance for your interest

THIS REQUEST FOR PROPOSAL HAS BEEN:

PREPARED BY: Ketteline Daniel, Supply Officer,



APPROVED BY: Ibrahima Ndiaye, Supply and Logistics Manager



PROPOSAL FORM

This FORM must be completed, signed and returned to UNICEF.
Proposal must be made in accordance with the instructions contained in this Request For Proposal For Services (LRPS)

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this LRPS shall contain UNICEF's General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this LRPS.

INFORMATION

Any request for information regarding this LRPS must be forwarded by email to the person who prepared this document, with specific reference to the LRPS number.

The Undersigned, having read the Terms and Conditions of LRPS No. LRPS-2017-9134583 set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel/Cell Nos: _____

Fax No: _____

E-mail: _____

Validity of Proposal: _____
(must be min.180 days)

Currency of Proposal: _____
(must be in USD)

No Price Proposal value details are to be included within this form.

PART I – PURPOSE OF THIS REQUEST FOR PROPOSALS FOR SERVICES

1.1 ORGANISATIONAL BACKGROUND

UNICEF promotes the rights and wellbeing of every child, in everything we do. Together with our partners, we work in 190 countries and territories to translate that commitment into practical action, focusing special effort on reaching the most vulnerable and excluded children, to the benefit of all children, everywhere.

1.2 PURPOSE OF THE RFP

The purpose of this Request For Proposal for Services (LRPS) is to invite proposals for:

EVALUATE UNICEF'S RESPONSE TO HURRICANE MATTHEW IN HAITI

1.3 This LRPS document is comprised of the following:

- This document
- The full Terms of Reference attached as Annex A
- The UNICEF General Terms and Conditions of Contract (Services) which are attached as Annex B to this document

1.4 This LRPS is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights. No binding contract, including a process contract or other understanding or arrangement, will exist between the Proposer and UNICEF and nothing in or in connection with this LRPS shall give rise to any liability on the part of UNICEF unless and until a contract is signed by UNICEF and the successful Proposer.

PART II – PROPOSAL SUBMISSION PROCESS

2. PROPOSAL SUBMISSION SCHEDULE

2.1 **Acknowledgement of receipt of LRPS.** Proposers are requested to inform UNICEF as soon as possible by EMAIL to Ketteline Daniel, at kdaniel@unicef.org and Ibrahima Ndiaye, at indiaye@unicef.org that they have received this LRPS.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUALS STATED ABOVE – ANY PROPOSALS SENT TO THE ABOVE NAMED INDIVIDUALS WILL BE DISQUALIFIED.

2.2 **Questions from Proposers.** Proposers are required to submit any questions in respect of this LRPS by EMAIL to Ketteline Daniel at kdaniel@unicef.org and Ibrahima Ndiaye, at indiaye@unicef.org. The deadline for receipt of any questions is 05 October 2017.

Proposers are required to keep all questions as clear and concise as possible.

Proposers are also expected to immediately notify UNICEF in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the LRPS, providing full details. Proposers will not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

UNICEF will compile the questions received. UNICEF may, at its discretion, at once copy any anonymized question and its reply to all other invited Proposers and/or post these on the UNICEF website and/or respond to the question at a bid conference. After any such bid conference, a Questions and Answers document may be prepared and posted on the UNICEF website.

2.3 **Amendments to LRPS Documents.** At any time prior to the Submission Deadline, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the LRPS documents by amendment. If the LRPS was available publicly online, amendments will also be posted publicly online. Further, all prospective Proposers that have received the LRPS documents directly from UNICEF will be notified in writing of all amendments to the LRPS documents. In order to afford prospective Proposers reasonable time in which to take the amendment into account in preparing their Proposals, UNICEF may, at its sole discretion, extend the Submission Deadline.

2.4 **Submission Deadline:** The deadline for submission of proposals is as follows: **Friday 27 October 2017 at 17:00 (Haiti Local time)**

Any proposals received by UNICEF after the Submission Deadline will be rejected. Further details on the submission process are presented under Part V; paragraph 5 - Instructions to Bidders on page 17.

2.5 **Proposal Opening.** Due to the nature of this LRPS, there will be no public opening of proposals

3. LANGUAGE

3.1 The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and UNICEF, can be written in ENGLISH or in FRENCH. Supporting documents and printed literature furnished by the Proposer may be in another language provided that they are accompanied by an appropriate translation in ENGLISH or in FRENCH. When interpreting the Proposal, the translated version of these supporting documents and printed literature will prevail over the original version of these documents. The sole responsibility for translation, including the accuracy of the translation, will rest with the Proposer.

4. VALIDITY OF PROPOSALS; MODIFICATION AND CLARIFICATIONS; WITHDRAWAL

4.1 **Validity Period.** Proposers must indicate the validity period of their Proposal. Proposals should be valid for a period of not less than one hundred and twenty (120) days after the Submission Deadline. A Proposal valid for a shorter period of time shall not be further considered. UNICEF may request the Proposer to extend the validity period. The Proposal of Proposers who decline to extend the validity of their Proposal shall become disqualified as no longer valid.

4.2 **Other Changes.** All changes to a Proposal must be received by UNICEF prior to the Submission Deadline. The Proposer must clearly indicate that the revised Proposal is a modification and

supersedes the earlier version of the Proposal, or state the changes from the original Proposal.

4.3 Withdrawal of Proposal. A Proposal may be withdrawn by the Proposer on e-mailed, or written request received by UNICEF from the Proposer prior to Submission Deadline. Negligence on the part of the Proposer confers no right for the withdrawal of the Proposal after it has been opened.

4.4 Clarifications Requested by UNICEF. During the evaluation of Proposals, UNICEF may, in its sole discretion, seek clarifications from any Proposer in order for UNICEF to fully understand the Proposer's Proposal and assist in the examination, evaluation and comparison of Proposals. UNICEF may seek such clarifications through written communications or may request an interview with any Proposer. During this clarification process, no change in the price or substance of the Proposal will be sought, offered or permitted, except as required in order to allow for correction of arithmetical errors discovered by UNICEF.

4.5 References. UNICEF reserves the right to contact any or all references supplied by the Proposer(s) and to seek references from other sources as UNICEF deems appropriate.

5. ELIGIBILITY; PROPOSER INFORMATION

5.1 Proposer. The term "Proposer" refers to those companies that submit a proposal pursuant to this LRPS and "Proposal" refers to all the documents provided by the Proposer in its response to this LRPS. A Proposer will only be eligible for consideration if it complies with the representations set out in Part V of this LRPS, including the representations on ethical standards, including conflicts of interest.

5.2 Joint Venture, Consortium or Association.

- (a) If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the proposal, each such legal entity will confirm in their joint Proposal that:
 - (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Proposal; and
 - (ii) if they are awarded the contract, the designated lead entity will enter into the contract with UNICEF, who will be acting for and on behalf of all the member entities comprising the joint venture.
- (b) After the Proposal has been submitted to UNICEF, the lead entity identified to represent the joint venture will not be altered without the prior written consent of UNICEF.
- (c) If a joint venture's Proposal is the Proposal selected for award, UNICEF will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.

5.3 Proposals from Government Organizations. The eligibility of Proposers that are wholly or partly owned by the Government will be subject to UNICEF's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to these LRPS documents, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

5.4 Proposals from organizations where the sole proprietor is a former or retired UNICEF/UN staff member. Any organization, whose sole proprietor is a former or retired staff member of UNICEF (or any other United Nations organization), which submits a Proposal must disclose this previous United Nations employment at the time of submission. Any such Proposal will be treated as though the Proposal came from an individual for the purposes of UNICEF's standard conditions on contracting former and retired members of staff.

6. PREPARATION OF OFFER

6.1 Proposers are responsible to inform themselves in preparing their Proposal. In this regard, the Proposers will ensure that they:

- Examine all terms, requirements and formal submission instructions (e.g. regarding form and timing of submission, marking of envelopes, no price information in technical proposal etc.) included in the LRPS documents (including the Instruction to Proposers section);
- Review the LRPS to ensure that they have a complete copy of all documents;
- Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html ;
- Review the UNICEF policies publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html. In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;
- Attend any bid conference if it is mandatory under this LRPS;
- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services.

Proposers acknowledge that UNICEF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this LRPS or any other information provided to the Proposers.

6.2 Failure to meet all requirements and instructions in the LRPS documents or to provide all requested information will be at the Proposer's own risk, and may result in rejection of the Proposer's Proposal.

6.3 The Proposal must be organized to follow the format of this LRPS. Each Proposer must respond to the stated requests or requirements, and indicate that the Proposer understands and confirms acceptance of UNICEF's stated requirements. The Proposer should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage is not acceptable. Any item not specifically addressed in the Proposal will be deemed as accepted by the Proposer. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Proposal.

6.4 All references to descriptive materials should be included in the appropriate Proposal paragraph, though the material/documents themselves may be provided as annexes to the Proposal. The Proposer must also provide sufficient information in the Proposal to address each area of the evaluation criteria as presented in this document to allow a fair assessment of all of the Proposers and their Proposals. It is for UNICEF to determine, in its sole discretion, whether information provided is sufficient.

6.5 The completed and signed Request for Proposal for Services Form (page 2) must be submitted together with the Proposal. The Request for Proposal for Services Form must be signed by a duly authorized representative of the Organization/Company.

6.6 Proposals must be clearly marked with the LRPS number.

6.7 If answer sheets are provided by UNICEF then these must be completed by the Proposer.

6.8 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this LRPS, paying particular attention to its Terms of Reference and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service need. NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

6.9 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference for this LRPS.

6.10 Each Proposer acknowledges that its participation in any stage of the solicitation process for this LRPS is at its own risk and cost. The Proposer is responsible for, and UNICEF is not responsible for, the costs of preparing its Proposal or response to this LRPS, attendance at any bid conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.

7. PROPOSAL DOCUMENTS; CONFIDENTIALITY

7.1 This LRPS, together with all Proposal documents provided by the Proposer to UNICEF, will be considered the property of UNICEF and Proposals will not be returned to the Proposers

7.2 Information contained in the Proposal documents, which the Proposer considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.

7.3 All information and documents provided to the Proposers by UNICEF ("LRPS Materials") shall be treated as confidential by the Proposers. If the Proposer declines to respond to this LRPS, or, if the Proposal is rejected or unsuccessful, the Proposer will promptly return all such LRPS Materials to UNICEF, or destroy or delete all such LRPS Materials. The Proposer shall not use the LRPS Materials for any purpose other than the purpose of preparing a Proposal and shall not disclose the LRPS Materials to any third party, except: (a) with the prior written consent of UNICEF; (b) where the third party is assisting the Proposer in preparing the Proposal, provided the Proposer has previously ensured that party's adherence to this duty of confidentiality; (c) if the relevant LRPS Materials are at the time of this LRPS lawfully in the possession of the Proposer through a party other than UNICEF; (d) if required by law, and provided that the Proposer has previously informed UNICEF in writing of its obligation to disclose the LRPS Materials; or (e) if the LRPS Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the LRPS Materials.

8. MULTIPLE PROPOSALS AND PROPOSALS FROM RELATED ORGANIZATIONS

8.1 Proposers shall not submit more than one Proposal as part of this LRPS process.

8.2 If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal then neither the lead entity nor the member entities of the joint venture may submit another Proposal, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Proposal.

8.3 UNICEF reserves the right to reject separate Proposals submitted by two or more Proposers if the Proposers are related organizations and are found to have any of the following:

- (a) they have at least one controlling partner, director or shareholder in common; or
- (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
- (c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or
- (d) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- (e) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

PART III – AWARD/ADJUDICATION OF PROPOSALS

1. AWARD

1.1 Proposal Evaluation Process. The evaluation is carried out by UNICEF in accordance with UNICEF's regulations, rules and practices and all determinations are made in UNICEF's sole discretion.

After opening the Proposals, UNICEF will carry out the following steps in the following order:

- *First*, each Proposal will be evaluated for compliance with the mandatory requirements of this LRPS. Proposals deemed not to meet all of the mandatory requirements will be

considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this LRPS, including, but not limited to, failure to provide all required information, may result in a Proposal being disqualified from further consideration.

- *Second*, UNICEF will evaluate the Technical Proposal part for compliance with the technical requirements stated in this LRPS on the basis of the Proposal evaluation approach set out below.
- *Third*, UNICEF will undertake a commercial evaluation of the Price Proposal part of technically compliant Proposals on the basis of the Proposal evaluation approach set out below.

1.2 Proposal Evaluation Approach (Weighted scoring evaluation approach)

The evaluation criteria will be a split between technical and commercial (price proposal) scores (a [80]/ [20] split).

Proposals submitted in response to this LRPS should include and will be evaluated against the following:

a) Technical Evaluation

Technical proposals should include:

- Cover letter
- Presentation of the firm/research institution/consulting group (if any)
- Understanding of the ToRs and Evaluation needs
- Proposed evaluation questions and draft Evaluation matrix
- Team composition (incl. identification of Team leader), with complete CVs (or UN P11)
- Matching the Team skills with the required skills
- Proposed methodology and rationale for sampling
- Detailed Timeline /Chronogram
- Sample(s) or link(s) of previous Evaluation(s) by the team members
- Copy of valid government business license or NGO registration to operate in Haiti (applicable for local institutions). International Institutions will be required to submit similar documentations applicable to their location.

TECHNICAL EVALUATION CRITERIA

Criteria	Unit of Analysis	Points
Overall Response (10 points)		
1. Completeness of administrative requirements	<ul style="list-style-type: none"> ○ Conformity with Section 1 Procedures LRPS (1 pts) ○ Completed LRPS-Form, page 2 (0.5 pts) ○ Copy of valid business license provided (0.5 pts) 	2
2. Completeness of technical requirements	<ul style="list-style-type: none"> ○ Overall conformity and clarity of the proposal, including appropriate referencing and supporting documents (description of institution and key personnel, previous clients, time schedule/workplan, references and written sample) (2 pts) ○ Clarity, comprehensiveness, relevance, soundness/technical rigor of the proposed methodology (2 pts) 	8

	<ul style="list-style-type: none"> ○ Clarity, realism and coherence of the chronogram/workplan (in relation with methodology) (2 pts) ○ Value added to the proposal (2 pts) 	
Organization capacity (30 points)		
3. Range and depth of experience with similar projects (reference to similar contracts)	<ul style="list-style-type: none"> ○ technical aptitude of the firm (2 pts) ○ management capacity of the firm / oversight (2 pts) ○ reputation (1 pt) ○ previous humanitarian evaluation involvement / Recent and current contracts with similar agencies (UN, INGOs) (2 pts) 	7
4. Team Leader (relevant experience, qualifications, certifications)	<ul style="list-style-type: none"> ○ Number of years of relevant professional experience in delivering high-level, evidence driven evaluations (2 pts) ○ Quality of written sample (2 pts) ○ Qualifications/certificates (2 pts) ○ Management capacity/experience of team leader (2 pts) 	8
5. Other Key Personnel (relevant experience, qualifications, certifications)	<ul style="list-style-type: none"> ○ Numbers and respective years of relevant professional experience related to evaluation (2 pts) ○ Relevant technical expertise in Humanitarian settings (1 pts) ○ Qualifications/certificates (1 pts) ○ Team capacity (size and composition, gender balance), technical aptitude and experience, (2 pts) ○ internal quality-insurance mechanism (2 pts) ○ time allocation between experts / repartition of workload (1 pts) ○ matching with required skills (2 pts) ○ additional skills (0.5 pts) ○ quality of previous assignments by team members (1.5 pts) ○ language requirements (2 pts) 	15
Proposed Methodology and Approach (40 points)		
6. Description of implementation, operational methodology	<ul style="list-style-type: none"> ○ Description of the proposed process for conducting the quantitative and qualitative data collection and analysis including the tools that will be used (5 pts) ○ Match between the proposed approach and requested scope of research (5 pts) ○ References to relevant data and information sources (5 pts) ○ Description of data analysis (5 pts) ○ Explanation on sample choices/ hypothesis / rationale (5 pts) ○ Integration/understanding of references provided in ToR. (5 pts) ○ Other creative, innovative referenced ideas for methodology/tools and presentation of findings (2 pts) 	32
7. Timeframe	<ul style="list-style-type: none"> ○ Adherence of the proposed timeframe and workplan to the ToR (1.5 points) ○ Adherence to all the milestones outlined in the ToR (1.5 points) 	3
8. Potential constraints considered	<ul style="list-style-type: none"> ○ Consideration/understanding of limitations outlined in ToR (1.5 points) ○ Mitigation measures or overcoming limitation (1.5 points) ○ Description of additional limitations not mentioned (1 pt) ○ Reference to additional resources which can be made available for the project (1 pt) 	5
Total Maximum obtained for technical score		80

Total Maximum [80] Points

Only Proposals which receive a minimum of [60] points will be considered further.

b) Price Proposal (commercial evaluation) should include:

1. Detailed budget

2. Explanation of budget assumptions with regard to planning, team composition, field work, etc.

The total amount of points allocated for the price component is [20]. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Score for price proposal X = (Max. score for price proposal ([20] Points) * Price of lowest priced proposal) / Price of proposal X

Total obtainable Technical and Price points: **100**

The Proposer(s) achieving the highest combined technical and price score will (subject to any negotiations and the various other rights of UNICEF detailed in this LRPS) be awarded the contract(s).

1.3 Multiple Arrangements. UNICEF reserves the right to make multiple arrangements for any service(s) where UNICEF considers it to be in its best interest to do so.

1.4 Negotiation. UNICEF reserves the right to negotiate with the Proposer(s) that has/have attained the best rating/ranking, i.e. those providing the overall best value Proposal.

1.5 Award Notification. UNICEF will only notify the Proposer(s) that has/have been awarded the contract(s) resulting from this solicitation process; UNICEF may, but is not required to, notify the other Proposers of the outcome of this solicitation process.

2. GENERAL TERMS AND CONDITIONS OF CONTRACT (SERVICES)

2.1 UNICEF's General Terms and Conditions of Contract (Services) will apply to any contract(s) awarded in connection with this LRPS. By signing the Request for Proposal for Services Form, each Proposer is deemed to have confirmed its acceptance of the UNICEF General Terms and Conditions (Services). The Proposer understands that if it proposes any amendments or additional terms to the UNICEF General Terms and Conditions (Services), these must be clearly detailed in the Proposal and may negatively affect the evaluation of the Proposal.

3. RIGHTS OF UNICEF

3.1 UNICEF reserves the following rights:

- (a) to accept any Proposal, in whole or in part; to reject any or all Proposals; or to cancel this solicitation process in its entirety;
- (b) to verify any information contained in Proposer's response (and the Proposer will provide UNICEF with its reasonable cooperation with such verification);
- (c) to invalidate any Proposal received from a Proposer that, in UNICEF's sole opinion has previously failed to perform satisfactorily or complete contracts on time, or UNICEF

believes is not in a position to perform the contract;

- (d) to invalidate any Proposal that, in UNICEF's sole opinion, fails to meet the requirements and instructions stated in this LRPS;
- (e) to suspend negotiations or withdraw an award to a Proposer at any time up until a contract has been signed with such Proposer. UNICEF is not required to provide any justification, but will give notice prior to any such suspension of negotiations or withdrawal of award.

3.2 UNICEF is not liable to any Proposer for any costs, expense or loss incurred or suffered by such Proposer in connection with this LRPS, including, but not limited to, any costs, expense or loss incurred as result of UNICEF exercising any of its rights in paragraph 3.1 above.

PART IV – REQUIREMENTS

1. PRICE AND PAYMENT

1.1 Price. The fee for the services and deliverables will be treated as inclusive of all costs, expenses, charges or fees that the Proposer may incur in connection with the performance of the work. The Proposer is invited to offer any unconditional discounts. Further, the Proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

1.2 Payment Terms. Invoices may be issued to UNICEF only after the services (or components of the services) have been provided and the deliverables (or installments of the deliverables) have been delivered (a) in accordance with the contract and (b) to UNICEF's satisfaction. The standard terms of payment are net 30 days, after receipt of invoice. Payment will be effected by bank transfer in the currency of the contract.

The Proposer will suggest a payment schedule for the contract that is linked to clear milestones and/or deliverables identified in the Terms of Reference/Statement of Work.

1.3 Currency. (a) The currency of the Proposal shall be in **[USD]**. UNICEF will reject any proposals submitted in another currency.

(b) If the above paragraph (a) explicitly permits two or more specified currencies for the Proposals, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

1.4 Taxes. Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNICEF as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All prices/rates quoted in the Proposal must be net of any direct taxes and any other taxes and duties, unless otherwise specified in the LRPS documents.

2. IMPLEMENTATION

2.1 No Reliance. Except as expressly set out in the LRPS documents, 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 performance of the work. If the Proposer requires any facilities, equipment, materials, systems or licenses in order to do the work, this must be explicitly detailed in its Proposal.

2.2 Sub-contractors. Proposers must identify in their Proposal, any products which may be offered by themselves, but originate from another supplier and/or country. Further, Proposers must identify in their proposal any planned subcontracting of services. All subcontracting arrangements will be reviewed by UNICEF as part of its evaluation of the Proposal.

2.3 Experts. If so required in the Terms of Reference/Statement of Work each key expert profile requested in the Terms of Reference/Statement of Work must sign an exclusivity and availability statement. The purpose of Exclusivity and Availability Statement is as follows:

- (a) The key experts proposed in the Proposal must not be part of any other Proposer's Proposal being submitted for this LRPS process. They must therefore engage themselves exclusively to the Proposer.
- (b) Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Terms of Reference/Statement of Work and the Proposal.

Having selected a Proposal partly on the basis of an evaluation of the key experts presented in the Proposal, UNICEF expects the contract to be executed by these specific experts. As the expected date of mobilization is given in the LRPS, UNICEF will only consider substitutions after the deadline for the submission of offers in cases of unexpected delays in the commencement date beyond the control of the Proposer, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the Proposal. The desire of a Proposer to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

2.4 Joint Ventures. The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of this LRPS, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture will be subject to the eligibility and qualification assessment by UNICEF.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in this LRPS, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in this LRPS.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

3. LIQUIDATED DAMAGES

3.1 Liquidated damages. Any contracts awarded in connection with this LRPS will include the following clause on liquidated damages:

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

PART V – PROPOSER REPRESENTATIONS

1. PRICE – MOST FAVOURED CUSTOMER

1.1 The Proposer confirms that the fees, rates and charges and related pricing terms with respect to the services specified in the Proposal are the most favourable pricing terms available to any customer of the Proposer (or any of the Proposer’s affiliates). If at any time during the term of any contract resulting from the Proposal, any other customer of the Proposer (or of any of the Proposer’s affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Proposer will retroactively adjust the fee and related pricing terms under the contract to conform to the more favourable terms and the Proposer will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.

2. GENERAL REPRESENTATIONS

By submitting its Proposal in response to this LRPS, the Proposer confirms to UNICEF as at the Submission Deadline:

2.1 The Proposer has (a) the full authority and power to submit the Proposal and to enter into any resulting contract, and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source and supply the services and to perform its other obligations under any resulting contract. The Proposer 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 service, deliverable or outcome that may be acquired under any resulting contract.

2.2 All of the information it has provided to UNICEF concerning the services and the Proposer is true, correct, accurate and not misleading.

2.3 The Proposer is financially solvent and is able to supply the services to UNICEF in accordance with the requirements described in this LRPS.

2.4 The use or supply of the services does not and will not infringe any patent, design, trade-name or trade-mark.

2.5 The development and supply of the services has complied, does comply, and will comply with all applicable laws, rules and regulations.

2.6 The Proposer 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.

2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.

2.8 The Proposer agrees to be bound by the decisions of UNICEF, including but not limited to, decisions as to whether the Proposer's Proposal meets the requirements and instructions stated in this LRPS and the results of the evaluation process.

3. ETHICAL STANDARDS

UNICEF requires that all Proposers observe the highest standard of ethics during the entire solicitation process, as well as the duration of any contract that may be awarded as a result of this solicitation process. UNICEF also actively promotes the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibition of sexual exploitation and sexual abuse.

By submitting its Proposal in response to this LRPS, the Proposer makes the following representations and warranties to UNICEF as at the Submission Deadline:

3.1 In respect of all aspects of the solicitation process the Proposer 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. In particular, the Proposer has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the services requested under this LRPS; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the services requested under this LRPS.

3.2 The Proposer has not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the solicitation process and any contract that may be awarded as a result of this solicitation process.

3.3 No official of UNICEF or of any United Nations System organisation has received from or on behalf of the Proposer, or will be offered by or on behalf of the Proposer, any direct or indirect benefit in connection with this LRPS including the award of the contract to the Proposer. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

3.4 The following requirements with regard to former UNICEF officials have been complied with and will be complied with:

- (a) During the one (1) year period after an official has separated from UNICEF, the Proposer 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 Proposer has participated.
- (b) 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 Proposer, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

3.5 Neither the Proposer 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 Proposer 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. If the Proposer or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of any resulting contract, UNICEF will be entitled to suspend the contract for a period of time up to thirty (30) days or terminate the contract, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Proposer. If UNICEF chooses to suspend the contract it will be entitled to terminate the contract at the end of the thirty (30) days' suspension at UNICEF's sole choice.

3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at http://www.unicef.org/supply/index_procurement_policies.html. In particular, the Proposer 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.

3.7 The Proposer will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

3.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth 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.

3.9 The Proposer 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 Proposer to perform any services in the Proposer's participation in this solicitation. 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. The Proposer has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Proposer, 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.

3.10 The Proposer confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Proposer 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 Proposer will further cooperate with UNICEF's implementation of this Policy.

3.11 The Proposer 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 3.

3.12 Each of the provisions in this Article 3 of Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Proposer from this solicitation process and/or any other solicitation process, and to terminate any contract that may have been awarded as a result of this solicitation process, immediately upon notice to the Proposer, without any liability for termination charges or any liability of any kind. In addition, the Proposer may be precluded from doing business with UNICEF and any other entity of the United Nations System in the future.

4. AUDIT

4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of a contract awarded in relation to this LRPS, including but not limited to the award of the contract and the Proposer's compliance with the provisions of Article 3 above. The Proposer will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Proposer's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Proposer will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.

5. Instructions to Bidders

5.1 Marking & Returning Proposals

5.1.1 Proposals shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraph 2.1.7 should then be followed accordingly.

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

5.1.3 Proposals must be clearly marked with the LRPS number and the name of the company submitting the Proposal.

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

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

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

5.1.6 **Price Proposal:** The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference for this LRPS.

5.1.7 **Sealed Proposals:** The Proposal must be sent for the attention of unit/team and address as specified in this RFP/LRPS. Proposals not sent in this manner will be disqualified.

They must be clearly marked as follows:

* Outer sealed envelope:

Name of company
[LRPS NO.]
UNICEF Haiti Office
17 Rue Armand Holly, Debussy
Port-au-Prince, Haiti
Attention: Ketteline Daniel, Supply Section,

* Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, LRPS-2017-XXXXXX - Technical Proposal

* Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, LRPS-2017-XXXXX –Price Proposal

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

5.2 Opening of Proposals

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

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

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

5.3 **UNGM Registration**

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

5.4 **AWARD Notification**

5.5 UNICEF reserves the right to make a public notification of the outcome on an LRPS advising product/service, awarded supplier and total value of award.

ANNEX A - TERMS OF REFERENCES (TORs)

Terms of reference For Evaluation of UNICEF's Response to Hurricane Matthew in Haiti

1. Context

Haiti is the poorest and least developed country in the Western hemisphere, ranking 161th out of 187 countries and territories in the 2013 Human Development Index¹. Haiti is a young country, with 42 per cent of its 10.5 million population being under 18 years of age. Struck by a devastating earthquake on 12 January 2010, Haiti was dealt a crippling blow that nearly swept away the timid gains that came with the progressive return of political stability over the past years. Over 200,000 lives were lost – including many government employees, civil servants, teachers and social workers – up to 1.6 million people were displaced, and government both virtually and physically collapsed. Those usually called upon to respond were also among the victims of the disaster. Moreover, a sudden outbreak of cholera later in the year in 2010 – just as the country was beginning to recover – compounded challenges and widened the emergency to the entire country, with further complications during the following hurricane season with the impact of floods. The earthquake also brought pre-existing challenges to unforeseen dimensions. The vulnerability of urban populations was greatly exacerbated in earthquake-affected areas, the country lost the equivalent of over 120 per cent of its GDP², unemployment remained high as countless means for livelihoods were lost, and the gap and inequity between rich and poor widened.

According to the World Bank's 2012 data³, Haiti ranks among the poorest countries in the world, with more than half of its population living on less than US\$1 a day and 80 per cent living on less than US\$2 a day. According to the United Nations University Haiti is the third country most affected by weather-related event in the last 20 years⁴ and Haiti is ranked the fifth most vulnerable to disaster and the third least able to cope.

In addition to that, the country was facing at the end of 2016 a long-term political transition, following a first round of presidential election in Nov 2015 with suspicion of fraud, the defection of several first-round candidates and subsequent annulment of election, the end of term of President Joseph Martelly in early 2015, a transitional government in charge of setting-up new elections in October of 2016.

1.1 Impact & Damages of Hurricane Matthew

After cutting a deadly swath across the Caribbean region, Hurricane Matthew, a Category 4 storm with sustained winds of 235 km/h, violently struck south-western Haiti on 4 October 2016, causing widespread damage, flooding and displacement. Fierce winds knocked out communications with the southern part of the island for hours and telephone service has now slowly been restored. According to available data and findings, Hurricane Matthew has caused the largest humanitarian crisis

¹ Human Development Index. *Human Development Report 2013, The rise of the South: Human progress in a diverse world*, United Nations Development Programme (UNDP).

² Post-natural Disaster Assessment following 2010 Earthquake, 2010.

³ ECVMAS 2012

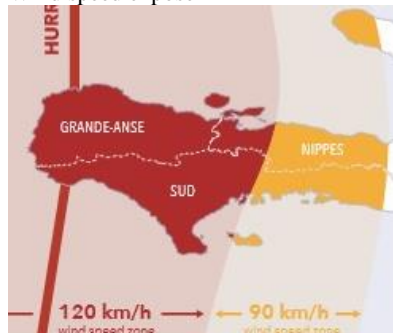
⁴ Global Climate Risk Index 2016, <https://germanwatch.org/fr/download/13503.pdf>

witnessed in the country since the 2010's earthquake⁵ at a time when the country is already facing a significant increase in the number of cholera cases, and severe food insecurity and malnutrition.

Presidential elections planned on 9 October were postponed until November 20th, 2016. The impact of the hurricane has to be seen against the background of underlying and chronic risks and vulnerabilities throughout the country, which is highly prone to natural hazards, as evidenced in the 2016 Humanitarian Response Plan (HRP) for Haiti.

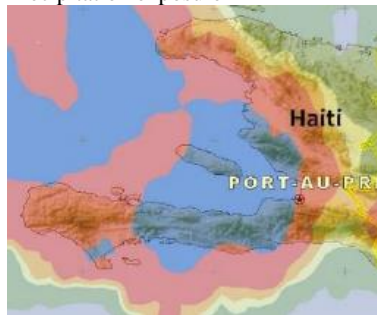
According to initial estimates by UNOSAT based on the track of the hurricane, more than 1.3 million people in Haiti have been exposed to winds in excess of 120 km/h. More than 200mm of rain fell in less than 24 hours in and around the Golf of Gonave. The worst-hit areas in terms of rainfall are the South-western departments, and particularly Grand'Anse and Sud (see corresponding map). Particularly vulnerable are the plains around Les Cayes and those south of Gonaive, where the risk of cholera spread and other waterborne diseases is increasing. Up to 98 per cent of the city of Jérémie, in Grand'Anse department, has been destroyed. In this area, the main livelihoods are small-scale farming and gardening, fishery and charcoal production. Initial areal footage indicates that gardens along the coast and fishery equipment have suffered massive damage. WFP estimates that up to 80 per cent of the harvest were lost.

Wind speed expose



Areas most affected by extreme wind (around 1.2 m people)

Precipitation exposure



Areas exposed to extreme rainfall (around 2m people)

Flood risk



Areas at medium and high risk of floods (around 780,000 people)

According to the Post-Disaster Needs Assessment (PDNA)⁶, released by UNCT and Ministry of Planning and External Cooperation (MPCE) in November of 2016, the global toll of Hurricane Matthew on the Haitian population was of 546 dead, 128 disappearances, 439 injured, and 2.1 million people affected, including approx. 900,000 children. In affected areas, women totaled 49% of the population. Because of the disaster, 1.4 million people (or 13% of the total country population) were in need of humanitarian assistance. Over 175,000 people were living temporarily in shelters (224 temporary shelters) in the 5 departments of Grand'Anse, Nippes, South, South-East and Nord Ouest.

The combined effect of wind, waves and rains causes damaging flooding, and landslides as well as destructions of many infrastructures including public buildings, hospitals, churches, schools, private residences. The agricultural and environment sector were the most affected, as the hurricane destroyed many crops and natural ecosystems. The road systems was also affected, with the Ladigue river bridge affected in Petit Goave on the national Road #2 (main access to the affected department). Large parts of the water and electricity networks were also damaged. In Jeremie, the majority of private house lost part or all roofs.

⁵ See Lesson Learned documentation on Emergency response to 2010 earthquake listed under Section 3.5 "data sources".

⁶ http://www.ht.undp.org/content/haiti/fr/home/library/crisis_prevention_and_recovery/evaluation-des-besoins-post-catastrophe-pour-le-cyclone-mathieu/

The global impact of Matthew (damages and losses) estimated by PDNA is 2,778 billion USD (or 183,000 milliards of Haitian gourdes). Three quarters of those are considered “private damages” which is directly affecting the Haitian population, vastly not covered by any private commercial insurance scheme. Public losses and damages are related to the destructions of infrastructures (roads, electricity, and communications) and environment. Social sectors are the most affected (corresponding to 40% of its global impact), followed by Productive sector (29%) and infrastructures (13% of global impact).

1.2 UNICEF's response

Following the passage of Hurricane Matthew, the most pressing needs included: shelter; food; access to safe drinking water and sanitation; health and nutritional services; education services; protection services, psychosocial assistance and access to critical lifesaving messages and information services. Women and girls have become vulnerable to gender-based violence due to temporary living arrangements. Children have been at increased risk of being placed in “orphanages” for lack of supports of families. In the weeks following the hurricane, the focus was put primarily on access to water and sanitation (water distribution, water trucking, bladders, repairs, potabilisation stations, chlorine and aquatabs distribution) in order to limit the propagation of water-borne diseases and cholera.

UNICEF response is based on the guiding principles laid down in its **Core Commitments for Children (CCC) in Humanitarian Action**. Following the hurricane, UNICEF Haiti drafted an Emergency Response Plan (ERP) led by these principles covering the first three months of the emergency. For a quick glimpse of key-actions in UNICEF response (both operational and sectoral), please see Annex 1.

The **Emergency Response Plan (ERP)** informed the UNICEF component (initially \$36.6 million) of the Inter-Agency Flash Appeal totaling \$119.9 million that was launched by OCHA and the international community on October 10th, 2016 for the Hurricane response⁷. The UNICEF Emergency Response Plan (ERP) further provided the **Humanitarian Performance Indicators and targets by sector** (see Annex 2).

Subsequently, the Haiti **Humanitarian Action for Children (HAC)**⁸, a UNICEF specific fundraising appeal document that was based on the ERP, was drafted outlining the humanitarian situation, response, targets and funding requirements of \$42.5 million covering the period to the end of December 2016.

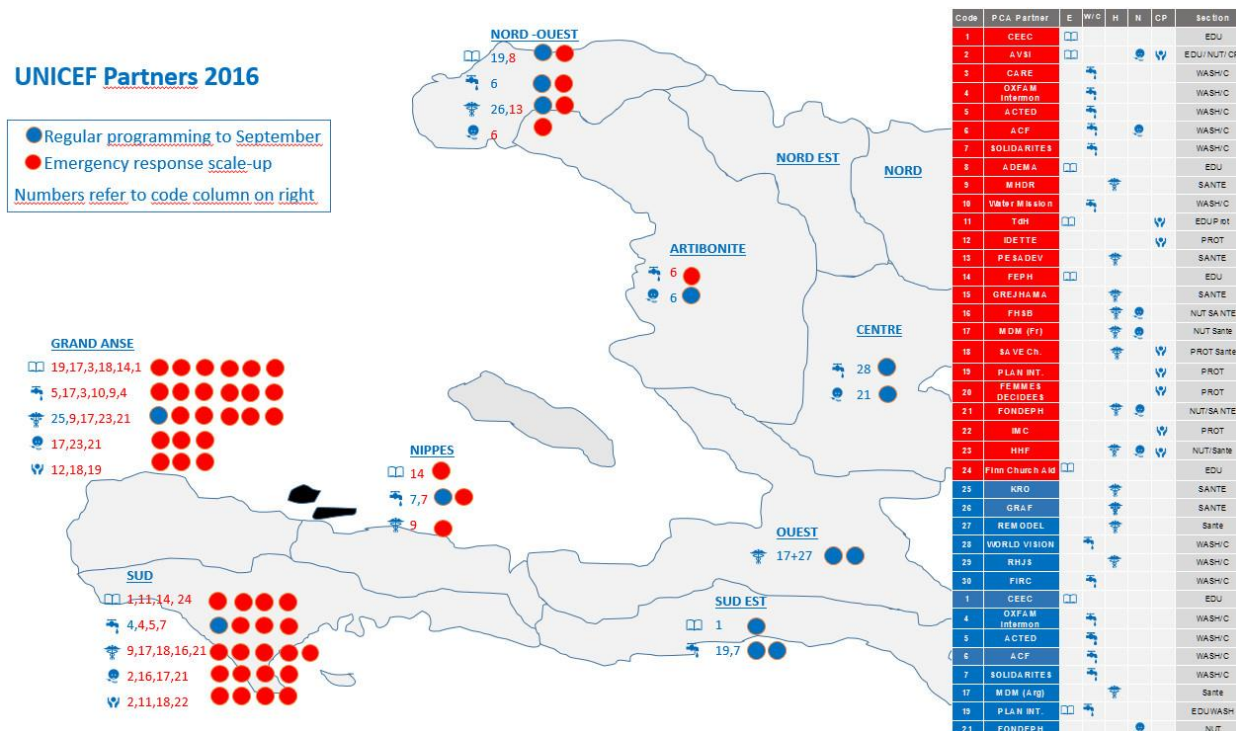
UNICEF Strategic Priorities for the response are consistent with inter-agency priorities outlined in the Flash Appeal and include the following: (i) preventing increase in mortality and morbidity and outbreaks of communicable and water-borne diseases through immediate access to basic water, sanitation, hygiene, and health services (WASH and Health sections); (ii) immediate evaluation of nutritional status for worst-affected areas and treatment of severe acute malnutrition (SAM) and moderate acute malnutrition (MAM) cases for children under 5 (Nutrition section); (iii) strengthened protection of the most vulnerable populations, especially children and women, from violence and gender-based violence and reducing occurrence of family separation (Child Protection) and; (iv) ensure safe return to school for students in affected areas (Education).

During the October-December 2016 period, UNICEF considerably scaled up its activities (see map below) in the 4 out the 5 affected departments (Grande Anse, Sud, Nippes and Nord-Ouest), including

⁷ <http://reliefweb.int/sites/reliefweb.int/files/resources/Haiti%20Flash%20Appeal%20-Hurricane%20Matthew%20Oct%202016.pdf>

⁸ https://www.unicef.org/appeals/files/Haiti_HAC_2016.pdf

by signing approximately 35 new partnerships agreements totaling 8 million USD, with former and new partners (Civil-society organizations), in intervening in new sector where its presence, prior to Hurricane was extremely limited (at least in those departments), in strengthening capacity of the government, and leading the coordination.



Additional activities and partnerships were signed also for transition or longer-term reconstruction in 2017.

1.3 Coordination role of UNICEF

In Haiti, UNICEF is co-leading the WASH, Education, Child Protection and Nutrition sectors with the relevant Government line ministries and is an active member of the Health sector (who is co-lead by OMS/PAHO). The protection working group is led by the Office of Human Rights (OHCHR), although the protection dynamics were in some instances revolving more around child protection issues.

Since the onset of the emergency, UNICEF has worked with its partners to distribute vital supplies to benefit children and their families in the most severely affected areas. Main supplies included hygiene kits, water purification solutions, therapeutic foods, medical kits for hospitals, materials for information, education and communication, School-in-a-carton, school furniture (benches, etc.) and, later on, school kits, and light rehabilitation material for affected schools) and recreational kits. To facilitate and speed-up its action UNICEF opened two sub-offices in Jeremie and in les Cayes, where it did not have permanent presence prior to the Hurricane.

1.4 Preparedness, Supply of goods/immediate first needs.

UNICEF emergency section has prepared for the eventuality of a hurricane, through several actions including participation to DPC simulation exercises (SIMEX), capacity building and prepositioning of

supplies with DINEPA (National Agency for Water and Sanitation) and coordination mechanisms with the DPC (Civil protection Directorate) to be triggered. Prepositioned stock including Aquatabs, water purification system, ORS, etc) for a total value of USD 48,045.00 to 3 partners: ACF (Nord West/Artibonite), ACTED (South/Grand'Anse) and OXFAM (West/Artibonite/Center) in anticipation of small-scale natural disasters. Those contingency stocks were aimed at covering approx. 5,000 families (20,000 individuals). UNICEF value in tendered goods, as of October 4th was \$552,551. UNICEF started distributing good for DINEPA as early as October 6th, using its existing stock, and purchased and distributed to partners over USD 3 million worth on emergency supplies between October 4th and Feb 24th. (global figure, including all sources of funding).

2. Objectives of the Evaluation

The purpose of this evaluation is, first and foremost, to (i) evaluate UNICEF's response in this specific humanitarian context, including multi-sectoral provision of services and aid, as well as coordination role, and (ii) to draw lessons learned for application in future emergencies and capacity building of UNICEF Haiti, where appropriate. Secondly, the evaluation is also intended to strengthen accountability and transparency to UNICEF's partners and donors.

The evaluation will be formative in nature with the primary aim to identify strengths and weaknesses in UNICEF response in order to strengthen UNICEF's ongoing recovery, transition and development efforts. The specific objectives will be to:

- Assess the extent to which the preparedness activities have fed into the Hurricane Matthew emergency response
- Take stock of the emergency response for the onset of the crisis to transition and recovery, highlighting the appropriateness, efficiency and effectiveness of the response
- Assess both the positive and negative sides of UNICEF response
- Identify what are the long lasting effect of UNICEF's response
- Identify lessons learned and develop recommendations on each separate phase of the response (preparedness, emergency, transition/recovery)
- Facilitate learning and strengthen UNICEF Haiti's accountability and transparency towards partners and donors

2.1 Audience

There are three main expected audience groups for this evaluation.

- First, UNICEF staff who are directly or indirectly involved in this emergency – including those at the field, national, regional and headquarters levels – who will use the results of this evaluation to fine-tune and calibrate UNICEF's humanitarian efforts.
- Secondly, the evaluation will also benefit UNICEF staff faced with similar emergencies in the future who may choose to use this evaluation as a reference document and use the results to inform their own strategies.
- Finally, this evaluation will be shared with UNICEF donors and implementing partners, both governmental and non-governmental, and beneficiaries, as a mechanism to strengthen accountability and transparency.

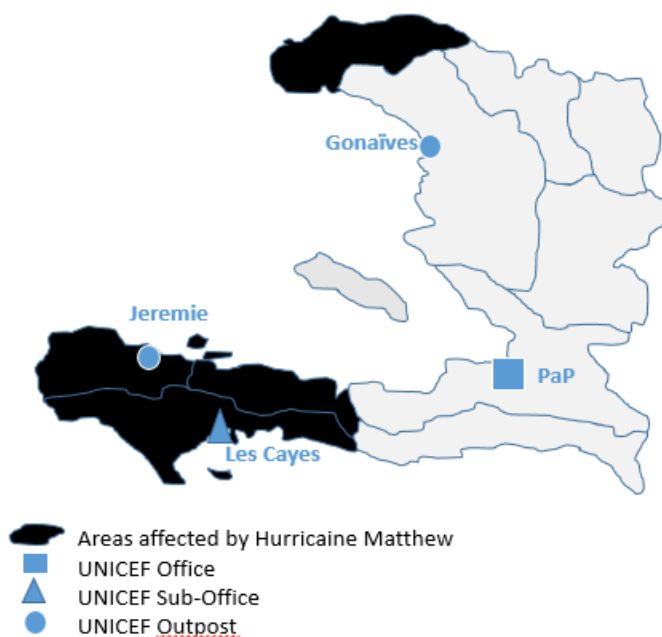
2.2 Scope and time

The evaluation is scheduled to provide critical feedback to ongoing UNICEF programs and transition from response to recovery efforts; and generate lesson learned for future emergency responses. Data collection is planned to take place in the recovery phase, although sectors may be at different stages in transitioning from response to recovery at that stage.

The evaluation will cover the timeframe of UNICEF's response in the period from August 2016 to December 2017, in all its phases:

- Preparedness : before October 4th, 2016
- Emergency response : October 2016 to February, 28 2017 (End of the L2 Emergency)
- Recovery and Transition to development: From March 1st to Dec 2017 (when all of Emergency funds are expected to be spent)

The geographic scope of the evaluation will be UNICEF's programmatic efforts in a sample of the 4 out of 5 most severely affected departments: Nippes, South, Grand-Anse and Nord'Ouest. It is understood that not all types of intervention in all 4 departments can be covered by first-hand data collection. The methodology proposed by the Evaluation team will have to explain clearly which of the intervention areas are covered, and provide a rationale.



The evaluation scope will include UNICEF's role as a sectors co-lead (for 4 working groups).

The institutional scope of the evaluation will be the UNICEF response, at the level of the Country Office as well as support received from regional and global levels. However, this needs to be set within the wider framework of UNICEF's collaboration with partner organizations, governments and agencies involved.

3. Methodology

UNICEF’s Core Commitments for Children in Humanitarian Action⁹ will be at the center of this evaluation. The evaluation will further focus on Humanitarian Performance Monitoring indicators (see Annex 2) derived from the CCCs. These two structures will provide an implicit logical framework of UNICEF’s emergency response.

The evaluation will focus on UNICEF’s overall response based on the OECD/DAC criteria (relevance/appropriateness, effectiveness, efficiency and sustainability) as well as other criteria specific to the evaluation of humanitarian action – connectedness, , coordination, coverage¹⁰, with a focus on assessing the extent to which UNICEF’s emergency response and recovery efforts have contributed toward improving institutional capacities, systems, services and the wellbeing and rights of children in Haiti. The evaluation will not evaluate ‘impact’ – neither in the OECD-DAC definition, nor in the sense of ‘attributable’ change. Nevertheless, where possible, the evaluation will seek to assess the effectiveness of UNICEF’s response in achieving planned results.

The Evaluation inception, draft and final report will comply with the UNEG guidelines: (<http://www.uneval.org/document/detail/608>) and the Humanitarian action guide: <http://www.alnap.org/resource/23592.aspx>. The Evaluation inception, draft and final report should follow, as much as possible, the UNEG report templates ([http://www.unicef.org/evaldatabase/files/UNEG UNICEF Eval Report Standards.pdf](http://www.unicef.org/evaldatabase/files/UNEG_UNICEF_Eval_Report_Standards.pdf)). In particular, the evaluation will include equity dimensions concerning the needs and level of participation of men, women, adolescents, children, socially excluded groups, the elderly, the abled, the disabled, the very poor and those living in geographically remote areas.

3.1 Evaluation questions

The questions below are based on the OECD/DAC criteria, as well as other criteria specific to the evaluation of humanitarian action.

Preparedness	<i>Preparedness refers to the level of preparation and anticipation of the emergency needs, and the capacity to respond quickly</i>
Type of questions	<ul style="list-style-type: none"> ✓ What did UNICEF do in practical terms to foresee, prevent, minimize and respond quickly to the emergency? ✓ How was local capacity involved and strengthened prior to the emergency? ✓ To what extent have preparedness activities allowed for a more effective emergency response? ✓ Est-ce que les actions de préparation étaient suffisamment dimensionnées ?
Appropriateness and effectiveness	<i>Appropriateness is the tailoring of humanitarian activities to local needs, increasing ownership, accountability and cost-effectiveness accordingly. Effectiveness measures the extent to which an activity achieves its purpose, or whether this can be expected to happen on the basis of the outputs.</i>
Type of questions	<ul style="list-style-type: none"> ✓ Was the level of resources (human, fiduciary, supplies) engaged in the response corresponding to the needs? Was UNICEF response fit for purpose? ✓ Were needs assessments sufficiently and appropriately conducted in order to guide the response? ✓ To what extent have UNICEF’s activities met its programme targets and results as specified in the HAC and CCCs (disaggregated by sex, age)?

⁹ https://www.unicef.org/publications/files/CCC_042010.pdf

¹⁰ Tony Beck, *Evaluating Humanitarian Action Using OECD/DAC criteria: An ALNAP Guide for Humanitarian Agencies*, London: Overseas Development Institute, 2006

	<ul style="list-style-type: none"> ✓ Which changes could UNICEF make to its response and recovery efforts to make them more effective? ✓ Was attention unjustly diverted from other “regular” programs and beneficiaries? ✓ Was UNICEF’s flexibility and capacity to adapt to changing needs sufficient ?
Connectedness and sustainability	<i>Connectedness refers to the need to ensure that activities of a short-term emergency nature are carried out in a context that takes longer-term and interconnected problems into account. Sustainability refers to the idea that interventions should support longer-term goals, and eventually be managed without donor input.</i>
Type of questions	<ul style="list-style-type: none"> ✓ To what extent have UNICEF’s programming and activities taken account of longer-term development issues, including capacity development, and how could this be strengthened’? ✓ How have UNICEF’s activities contributed to strengthening Haiti’s capacity to face further humanitarian emergencies with limited donor input?
Coordination and coherence	<i>Coordination refers to the systematic use of policy instruments to deliver humanitarian assistance in a cohesive and effective manner. Such instruments include strategic planning, gathering data and managing information, mobilizing resources and ensuring accountability, orchestrating a functional division of labor, negotiating and maintaining a serviceable framework with host political authorities and providing leadership. Coherence refers to an understanding of collective action and shared knowledge allowing for actors to work in complementarity rather than overlaps, repeats or competition.</i>
Type of questions	<ul style="list-style-type: none"> ✓ Were there adequate and effective mechanisms or fora for willing actors to engage actively in coordination efforts (good/bad examples of coordination, complementarity, or symbiosis in interventions)? ✓ To what extent have UNICEF’s activities been aligned with the Government of Haiti as well as cluster and other donor priorities in response to the Hurricane? ✓ How effectively has UNICEF played a coordination role, with reference to achieving the benchmarks in the CCCs, and how could this role be improved?’ ✓ What were facilitators and barriers for UNICEF coordination role? ✓ Was the division of labor among humanitarian actors effective (overlaps, duplications, or gaps in interventions?) ✓ Was UNICEF internal coordination (between sectors, between central and sub office, between program and operations) also effective? ✓ Were needs assessment and intervention data collected, analyzed, disseminated and used?
Coverage, Equity & security	<i>Coverage is the need to reach major population groups facing life-threatening suffering, wherever they are</i>
Type of questions	<ul style="list-style-type: none"> ✓ To what extent has UNICEF met the needs of different population groups (including women, adolescents, children, socially marginalized and excluded groups), and what factors have enabled or inhibited coverage according to needs and rights? ✓ How could coverage be improved? ✓ Assessment of coverage disaggregated by sex, age, socioeconomic status, age and ability. ✓ Assessment of coverage constraints such as (i) overall resources vs. needs, (ii) existing standards of coverage for Haiti, (iii) security concerns (unsafe access, lootings and riots, storage limitations) or (iv) geographical limitations (road access, islands, other hard-to-reach areas, etc) resulted in under-served areas or has affected UNICEF response (or choice of intervention)?
Efficiency	<i>Efficiency measures the outputs – qualitative and quantitative – achieved as a result of inputs. This generally requires comparing alternative approaches to achieving an output, to see whether the most efficient approach has been used.</i>
	<ul style="list-style-type: none"> ✓ How timely have UNICEF’s response and recovery efforts been to the changing needs of the affected population (disaggregated by sex, age, socioeconomic status, ethnicity and ability)?

	<ul style="list-style-type: none"> ✓ Was the strategies in place (including opening new offices, resorting to local or off-shore supplier etc) a cost-efficient strategy? ✓ Did other partners/Agencies manage to provide the same quality services at a better price? ✓ What, if any, changes do we need to make to the response to make it more efficient?
Humanitarian Principles	<i>Humanitarian principles are rooted in international humanitarian law and are widely recognized as: humanity, neutrality, impartiality and independence.</i>
	<ul style="list-style-type: none"> ✓ To what extent did humanitarian principles, and the ‘do no harm’ principle, direct programming decisions and implementation, and what can be learned from this? ✓ Did UNICEF response follow the principles and guidance of the Grand Bargain¹¹? ✓ What is the perception of beneficiaries regarding UNICEF (and UNICEF partners) actions as part as the emergency?

3.2. Limitations or key areas of complexity

There are several challenges to carrying out this evaluation.

First, considering the real-time and emergency contexts of this evaluation, it will be a challenge for the evaluation team to employ experimental or quasi-experimental evaluation design and **generate rigorous direct (as opposed to circumstantial) evidence** to establish the effectiveness of UNICEF’s response and recovery efforts. Additionally, as Haiti is regularly affected by natural disasters, impacts and lessons from an emergency to another are often entangled and hard to delimit in time. It is also possible that UNICEF or its partners will be responding to another emergency during the time or the evaluation (which would affect planning).

Considering the **multi-sectoral nature of the response**, and interaction between its different sectors, the evaluation team will have to be composed of several members familiar with numerous fields of humanitarian aid including but not limited to: Shelter, Cash, Protection, Health, Education, Cholera, Nutrition, Food security, Data management, Security, etc. The focus of the evaluation team will be centered around sectors of UNICEF’s response, but in some cases, they are **intrinsically linked with other issues** (ex: return to school in affected areas cannot be disentangled from the shelter issues (as schools were used as shelters), as well as governance and elections (as schools were to be used as voting centers for the upcoming presidential elections). In some cases, it may also be difficult to **delimit scope** as UNICEF worked with partners to implement actions in the field; partners which received funding from different sources. Some donors (ECHO, DFID for example) even have a “global action” approach, making it difficult to attribute results to a specific agency or program. Also, it may be difficult to assess total number of beneficiaries, as categories differ by sectors and **double-counting** is inevitable as up to 90% of the population in certain departments were targeted and in need of humanitarian aid.

Limited baseline data from rapid cluster assessments, the post disaster needs assessment and other analytical documentation pose additional challenges to the evaluation, especially vis-à-vis measuring UNICEF outcome level results and HPM indicators. Hurricane happened in October and as such, much of the reporting was done against the 2016 HRP/HAC, which was revised. But ongoing response intervention occurred past that date, and reported under the 2017 HRP/HAC framework, hence creating a **discontinuity between figures and reporting methods** and sometimes **creating gaps in**

¹¹ The principles of the Gran bargain include: Engagement, transparency, support to local and national responders, use of cash-based programming, avoid duplication, promotion and use of joint-needs assessments, accountability to affected population, multi-year planning and funding, no-earmarked funds, simplified reporting.

data. The quality and reliability of the initial rapid assessments is variable per sectors. The targets initially set have been revised many times over the course of the Emergency, as new information was coming to light.

There was **no specific theory of change** for the response itself. Rather, the response is based on logical frameworks for each subsector (enhancing traditional activities) and adding emergency interventions. Disaggregated data/baselines are available from the rapid assessments for some but not all sectors.

Accessibility of affected areas is limited due to seasonal changes, such as the cyclonic season and/or possible new emergency situation emerging between publication of those ToRs and field work. UNICEF interventions occurred in some remote areas. Haiti's mountainous topography and/or climate could be a challenge for the evaluation team in collecting relevant data from the field. The evaluation team will need to consider accessibility as a key consideration in the sampling strategy and explain in its methodology the justification for excluding some from sampling.

A **relatively high turnover of aid personnel** is also to be expected. Many of the "first responders" to the emergency, within UNICEF but all others agencies and stakeholders, were temporary assignment or "surge". Even NGO partners' key response personnel may have moved or change duty-stations at the moment of evaluation. The team will have to resort to technology to conduct interview with people who were deeply involved in the response, but may not be present in Haiti anymore.

Finally, **availability and the willingness of the affected population** to participate could be a constraining factor in the evaluation that will need to be considered by the evaluation team. The timing of data collection needs to take into account factors affecting participation of the affected population in their data collection strategy, including cultural and agricultural calendar, assessment fatigue, etc.

3.3. Data collection methods

The evaluation team will rely on mixed-methods and triangulate data (both primary and secondary) obtained. It is expected that the team will use the following methods:

- ✓ Documentary research
- ✓ Field observations
- ✓ Key informant interviews
- ✓ Focus group discussions. (supplemented with some individual interviews if needed)
- ✓ Triangulation

Also, data collected should be disaggregated by sex, age, socioeconomic status, female-headed households, etc. where relevant and focus on both the implementers including local authorities, service providers and implementing partners, as well as the affected populations themselves.

3.4. Sampling

In collaboration with UNICEF, the evaluators will draw a representative sample of a select number of communes based on the level of UNICEF inputs. The sample strategy should consider relevant indicators, including socio-economic composition of the affected population, geographical location, accessibility and remoteness, etc.

The evaluation inception report should propose a clear sampling methodology, rationale for sampling choices made, and a list of interviewees in line with their methodology.

In order to provide the most accurate technical proposal, sampling and financial proposal, the Evaluation team should know that UNICEF opened two sub-offices in Les Cayes and Jeremie in 2016 as a result of Hurricane Matthew. UNICEF does not have permanent presence in the department of Nippes, Sud-Est or Nord-Ouest, which are covered by Port-au-Prince staffs.

ESTIMATION POPULATION AFFECTEE ET EN BESOIN. URGENCE OURAGAN MATTHEW. HAITI					
Departement	Projection population 2015 IHSI	% affectes	Total affectes	% en besoin	Total en besoin
Grande Anse	468,301	100.0	468,301	80.0	374,641
Sud	774,976	100.0	774,976	60.0	464,986
Nippes	342,525	60.0	205,515	51.0	174,688
Sud-Est	632,601	50.0	316,301	25.0	158,150
Ouest	4,029,705	5.5	221,634	3.7	149,099
Artibonite	1,727,524	4.0	69,101	2.0	34,550
Nord Ouest	728,807	10.0	72,881	7.5	54,661
TOTAL DEPARTEMENTS AFFECTES	8,704,439	24.5	2,128,708	16.2	1,410,774
% SUR TOTAL DU PAYS	10,911,819	19.5	2,128,708	12.9	1,410,774

	Total Estimated UNICEF beneficiaries (over Oct-Dec period) as per End of Year SitRep*	UNICEF presence & zone of intervention	Communes of intervention	Distance to PAP
Grand Anse	281,000 people received safe water, 119,500 people received hygiene kits, 17,260 people accessed sanitation, 756,191 people received cholera-vaccine, 9610 people received other types of vaccines, 252 cases of severe acute malnutrition were treated, 3,961 non-accompanied minors supported, 1,096 children received school kits, 5733 children received psycho-social support, 23,180 people trained on SGBV risks,	Sub-office of 10 people from Nov 2016 to Sept 2017.	Jeremie, Abricots, Moron, Pestel, Roseaux, les Irois, Bonbon, Chambellan, Dame Marie, Beaumont, Anse d'Hainaut et Marfranc.	Jeremie 7h by car from Port-au-Prince or 45min by plane. Some communes of UNICEF interventions are remote
Sud		Sub-office of 18 people from Oct 2016 to Dec 2017, then reduced to an outpost from Jan 2018 onward.	Saint Jean du Sud, Aquin, Arniquet, Port-Salut, Chardonnières, Roche à Bateaux, Tiburon, Camp-Perrin, Maniche, Cavaillon, Les Cayes, Torbeck, Gelée, Chantal, Les Anglais, Coteaux, et la Zone du Pic Macaya	5h by car from Port-au-Prince. Some communes of UNICEF interventions are remote
Nippes		Covered by PAP staff.	Miragoane and the Barraderes peninsula	3.5 hours by car.
Nord-Ouest		Covered by PAP staff.	Baie de Henne, Bombardopolis, Jean-Rabel et Mole saint Nicolas.	9h by car of 1h by plane

*the number of beneficiaries continued to increase after Dec 2017. Those number are just an indication of the scope of interventions.

The evaluation team should manage to interview a wide range of UNICEF staff (involved in the emergency themselves, but also Surge-staff, consultants, Staff working in Headquarters or regional office) as well as UNICEF partners including: implementing NGO, other NGO involved in the response, other UN Agencies, Governmental bodies (DINEPA, IBESR, MSPP, MAST, DPC, MENFP), Mayors and government officials at decentralized levels, sub-contractors or suppliers, beneficiaries (direct or indirect).

In order to collect data on perception, the evaluation team should also include in their sampling, staffs from NGO working in UNICEF **areas of intervention which do not receive funds from UNICEF or beneficiaries of other programs**, i.e not direct receivers of UNICEF.

3.5. Data Sources

As indicated previously, the availability of baseline data poses challenges to the evaluation, especially vis-à-vis measuring outcome level results. Another source of baseline data would be the rapid

assessments conducted by government line ministries and partners in certain sectors during the initial stages of the response efforts, although the reliability, the information relevant to UNICEF on key indicators and disaggregated data is limited.

Rapid assessments: Haiti DINEPA (National directorate for Potable Water and Sanitation) rapid assessment include baseline data on relevant indicators, including access to water sources, sanitation and mapping of partners (3W and 4W matrixes updated in real time). Several sectoral and partial quick assessment were made, including a

- A multisector report REACH-ACTED on 30 remote localities
- Assessment of Affected water systems (SAEP) in South department
- PUI Needs Assessment Multisectoriel GA
- ACF Needs Assessment 3 communes of Nord Ouest
- Evaluation OMS.UNFPA/UNICEF sur les infrastructures sanitaires du Sud, Nippes et GA
- Evaluation des besoins dans le secteur Agricole (MARNDR)

A **Post-Disaster Needs Assessment (PDNA)** was conducted led by the Ministry of Planning (MPCE) in coordination with UNDP, ensuring sector to sector comparability and homogeneity in the definition of basic concepts of damages, losses and post-disaster recovery needs. The document can be found here:

http://www.ht.undp.org/content/haiti/fr/home/library/crisis_prevention_and_recovery/evaluation-des-besoins-post-catastrophe-pour-le-cyclone-mathieu/

DFID conducted a **real-time Evaluation** of the global response in November 2016 (with public finding presentation in November 2016 and report released in January 2017) to evaluate the response and take immediate corrective actions: http://reliefweb.int/sites/reliefweb.int/files/resources/Report_-_RTE_Haiti-MD.pdf

OCHA, UNICEF and many other humanitarian actors have provided regularly updated disaggregated information (**situational reports**) on a daily, weekly, bi-monthly then monthly frequency, e.g. on affected population, the number of deaths, level of destruction and loss, response intervention, number of beneficiaries. All OCHA situation reports can be found:

<https://www.humanitarianresponse.info/en/operations/haiti>

The evaluation will also take stock of and incorporate learnings from **the UNICEF lesson learned workshops which occurred in Feb/March 2017**, both at sub-offices and Port-au-Prince levels, and additional documentation from UNICEF partners (such as SitRep by ACTED, Needs Assessment or market impact study by OXFAM/IRC¹², End-user monitoring by NGO partners, etc).

Some surveys are available on the perceptions of humanitarian aid during the Matthew emergency, including:

- Perception from aid workers : http://groundtruthsolutions.org/wp-content/uploads/2017/07/OECD_Haiti_affected-people-staff-survey.pdf
- Perception from local partners: http://groundtruthsolutions.org/wp-content/uploads/2017/07/OECD_Haiti_Partner-Survey_Overall_Final_NvP.pdf
- End-user monitoring survey (of WASH beneficiaries) by Water mission
- Rumor Tracker by Internews network which run from oct 2016 to Feb 2017: https://www.internews.org/sites/default/files/CaseStudy_Haiti_InternewsETC_2017-05.pdf

¹² Emergency market mapping and analysis (EMMA) Study: http://www.z.urd.org/IMG/pdf/EMMA_Haiti_Case_Study_forweb1-2.pdf

UNICEF-Specific documentation include

- All UNICEF situational reports can be found : <http://reliefweb.int/country/hti>
- Haiti Flash Appeal dated Oct 10th, 2016 (revised Oct 19th):
<http://reliefweb.int/sites/reliefweb.int/files/resources/Haiti%20Flash%20Appeal%20-Hurricane%20Matthew%20Oct%202016.pdf>
- UNICEF revised HAC Appeal (October 2016) :
https://www.unicef.org/appeals/files/Haiti_HAC_2016.pdf
- Timeline of UNICEF response (see Annex 1)
- 2016 UNICEF Consolidated Emergency report (not limited to Matthew)
- Table of Emergency funds received for Matthew
- UNICEF lesson learned Matthew response workshop report from March 2017.
- results of focus groups conducted by UNICEF in May 2017

Other useful documentation may also include:

- UNICEF Lesson learned from 2010 Earthquake :
<https://intranet.unicef.org/pd/pdc.nsf/286434d4dc906c8785256c76005b3c1f/1730b5f0cfe89a6d85257a71004e8f67?OpenDocument>
- UNICEF Evaluation of 2010 Earthquake response :
<https://icon.unicef.org/apps02/cop/edb/Lists/Evaluation%20Reports/Attachments/132/USA-2011-010-1.pdf>
- OCHA Evaluation of 2010 Earthquake Global response:
<https://docs.unocha.org/sites/dms/Documents/Evaluation%20of%20OCHA%20Response%20to%20the%20Haiti%20Earthquake.pdf>

Additionally, secondary data sources such as 2015 population estimates and projections report (http://www.ihsi.ht/pdf/projection/Estimat_PopTotal_18ans_Menag2015.pdf), 2017 DHS (EMMUS) preliminary results, nutritional survey results, Ministry of Health information systems on health and nutrition, data from other UN agencies, could be used when disaggregated data is available for the affected departments/communes.

3.6 Ethical considerations

The evaluation team should adhere to UN and UNICEF ethical and evaluation norms and standards:

- United Nations Evaluation Group (UNEG). Norms and Standards for Evaluation, 2016 (including impartiality, independence, quality, transparency, consultative process):
<http://www.unevaluation.org/document/detail/1914>
- Ethical Guidelines for UN Evaluations and the UNICEF procedure for ethical standards in research, evaluation, data collection and analysis will guide the overall process:
<http://www.unevaluation.org/document/detail/102> and
https://www.unicef.org/supply/files/ATTACHMENT_IV-UNICEF_Procedure_for_Ethical_Standards.PDF
- UNICEF adapted evaluation report standards:
https://www.unicef.org/evaluation/files/UNEG_UNICEF_Eval_Report_Standards.pdf
- The evaluation should incorporate the human rights-based and gender perspective and be based on Results-Based Management principles and logical framework analysis.

Considering the vulnerability of the affected population, ethical considerations are of the utmost importance. Apart from usual ethical considerations, e.g. on harms and benefits, informed consent, considerations specific to the vulnerability/post-hurricane situation will need to be anticipated. This

may include potential anger and assessment fatigue of the affected population, vulnerable groups, including children as well as in dealing with sensitive indicators on GBV, trafficking, etc. The evaluators will need to outline any ethical considerations in the technical proposal and the inception report.

4. Process of the Evaluation

Haiti UNICEF Country Office will manage the evaluation, in close collaboration with the regional Office in Panama and UNICEF Headquarters. An Evaluation Manager from Haïti Country Office will provide day-to-day management and facilitation of the evaluation process in-country, including day-to-day oversight of the evaluation team, with technical assistance from the Regional/HQ Evaluation Adviser.

4.1 Oversight & Quality Assurance

The evaluation team will be **answerable to the UNICEF Evaluation Manager**. The team will decide its own fieldwork programme in consultation with the Evaluation Manager and relevant Country Office staff and stakeholders. It will inform the Evaluation Manager of any problems arising. The team will also immediately inform the Evaluation Manager of any issues regarding the integrity or effectiveness of UNICEF's response encountered during the evaluation research.

A Peer-review Group, composed of immediate stakeholders at the country level and will be established to ensure quality assurance. **The Peer-review Group or Reference Group** will include UNICEF Programme Section Chiefs, UNICEF regional or HQ Evaluation Focal point (as well as UNICEF Emergency division (EMOPS) representative if possible), UNICEF's cluster partners and government and NGO partners. The Reference Group will assess the quality of key evaluation products, including methodology and evaluation instruments, inception and final reports. It will validate all intermediary documents. If not all members of the Reference Group can respond, a minimal quorum will be established. Comments by the Reference group will be submitted according to a deadline respecting the agreed chronogram. The Evaluation proposal should include a minimum of 2 weeks for any comments of validation by the Reference group.

Final recommendations will be discussed (over email or workshop, depending of time constraints) with the Reference group, although they do not require formal validation (as to maintain the Evaluation teams' independence). Comments by the reference group on final recommendations will appear in the annexes of the final report.

Proposed composition of the Reference group*		
Title	Name	Location
UNICEF Emergency section chief	Gregory Bulit	Haïti
UNICEF Emergency M&E officer	Perrine Looock	Haiti
UNICEF M&E section chief	Antine Legrand	Haïti
UNICEF Eval officer	Stephanie Druey	Haïti
UNICEF Education section chief	Mirko Forni	Haïti
UNICEF regional Evaluation Advisor	Mirella Hernani	Panama
UNICEF Evaluation Specialist	Laura Olsen	New York
Civil Protection officer, DPC	To be confirmed	Haïti
DINEPA Emergency response team (DRU)	Ing. Raoul Toussaint,	Haïti
DINEPA Emergency response team (DRU)	Ing. Roosevelt Pauris	Haïti
OCHA Senior officer	Vedaste Kalima (tbc)	Haïti

NGO Evaluation/Planning specialist	To be confirmed	Haïti
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**subject to change, based on availability and/or quorum.*

UNICEF partners (and interviewees) will be kept informed by the Evaluation team of the evaluation progress on a regular basis. They will be invited to the workshops (emerging findings and stakeholders meeting) in order to be consulted on the evaluation outputs. Recommendations from the final report can also be reformulated to take into account stakeholders views shared during Stakeholders' meeting.

Additional to the Reference group, the final report of the Evaluation will also be submitted to the Global Evaluation Reports Oversight System (**GEROS**) rating, put in place since 2009 to strengthen the evaluation function. GEROS is a UNICEF organization-wide system which aims at assessing the quality of final evaluation reports. GEROS rating is managed by the Evaluation Office's Systemic Strengthening unit, with four main objectives:

- To provide senior managers with a clear and independent assessment of the quality and usefulness of evaluation reports
- To strengthen internal evaluation capacity, through practical feedback on how to improve future evaluations
- To contribute to corporate knowledge management and organizational learning, making available good-quality evaluations
- To report to management and the Executive Board on the quality of evaluation reports

As part as the GEROS rating, all final evaluation reports (UNICEF-wide) are quality-assessed by an external independent company specialized in meta-evaluation against the global standards for evaluation reports. Detailed practical feedback on how to improve future evaluations is sent to the office that commissioned the evaluation, using the new 2016-GEROS assessment¹³. Please refer to GEROS Handbook and Handbook summary for more details.

NB: It is to be noted that GEROS ratings are totally independent of payments and contracting. The Evaluation team will be paid upon validation of products by the Reference Group.

4.2 Expected products

The evaluation team will generate the following 5 main outputs, in French, to be reviewed by the Reference Group before wider dissemination:

An **Inception Report** should follow the report structure provided in Annex 4. The report should be in conformity with UNEG standards for inception reports¹⁴. It should include clear methodology and proposition of sampling, along with list of potential interviewees and draft data collection tools.

Data collection tools questionnaires, guided-discussion for focus groups, etc. based on chosen methodology, tested on pre-sample and validated by the reference group.

Emerging Findings Workshop & 1st draft Evaluation report that will be used to validate the findings of the evaluation and address any immediate concerns related to the evaluation. The key target audience of these workshops will be UNICEF staff – at the relevant country, sub-national and regional

¹³ https://www.unicef.org/evaluation/files/GEROS_Methodology_v7.pdf. Geros handbook and Handbook summary and assessment tools available at : https://www.unicef.org/evaluation/index_GEROS.html

¹⁴ UNEG Checklist for inception report can be found here : <http://www.uneval.org/document/detail/608>
 Additionally, evaluation team may find this link useful : https://www.unodc.org/documents/evaluation/Guidelines/UNODC-IEU_Inception_Report_Guidelines.pdf

offices, as well as the headquarters – involved in the response efforts and well-positioned to use the evaluation findings to fine-tune and calibrate UNICEF's response relatively quickly. The presentation for the emerging findings workshop should be a PowerPoint (PPT) presentation with pictures and comprehensible/clear findings, with handouts or supporting documents to be distributed for discussion.

Stakeholders Workshop that will be used to share findings on what is working well, what is working less well and potential improvement and course-correction measures. The key target audience of these workshops will be the broader network of stakeholders, including donors, involved in UNICEF's response efforts. The presentation for the Stakeholder findings' workshop should be done on PPT with pictures (including video of interviewee's statements if possible and such as to preserve confidentiality) and summarized findings, with a focus on recommendations and lessons learned from the evaluation.

A Final Evaluation Report & Final dissemination package. The final report should follow the report structure provided in Annex 5, and in conformity with UNEG and UNICEF standards for final evaluation reports¹⁵. The final dissemination package will include, but not limited to, the Powerpoint presentation from Stakeholders' workshop, a 2-pager of main findings, leaflets of concise synthesized findings tailored to different types of audiences and/or sectors, pictures from field visits, testimonials and/or video.

4.3 Profile/Composition of Evaluation team

UNICEF Haïti will contract with an institution (consulting firm, research institute, university, or a vendor with similar capacities), which will offer a core team **no less than 3 and no more than 6** qualified evaluation professionals. Based on their understanding of the task, the team may choose to enlist additional expertise as they see fit, including subcontracting with national evaluation partners for field-based activities¹⁶. The Evaluation team should be composed of a gender-balanced team of researchers, technical experts and statisticians with strong expertise in quantitative and qualitative methods of data collection, comprising the following qualifications:

Required:

- Master's degree in Evaluation, Social sciences or other relevant field
- Experience in mixed-methods evaluation
- Previous involvement in large-scale, multi-sectoral and/or humanitarian evaluations (please provide online links to previous works, if available)
- Experience in humanitarian approaches and programmes (i.e. Field experience of humanitarian response in complex high threat environments and conflict settings where access and security represent major challenges)
- Capacity to collect data through participatory methods and techniques to promote consultations with affected populations (focus groups, guided discussions, etc).
- Familiarity with UNICEF programs (esp. UNICEF L2 or L3 emergency operations)
- Advanced understanding of humanitarian principles, humanitarian space, humanitarian access, security management, gender, equity, risk assessment, international humanitarian

¹⁵ UNEG Quality Checklist for Evaluation Reports: <http://www.unevaluation.org/document/detail/607> and UNICEF adapted evaluation report standards: https://www.unicef.org/evaluation/files/UNEG_UNICEF_Eval_Report_Standards.pdf

¹⁶ For more information about insurance and liabilities please see Annex A of UNICEF Institutional Contracts.

law, human rights law, the human rights based approach to programming, humanitarian advocacy, Monitoring and Reporting Mechanism¹⁷, 'Do No Harm' principles¹⁸

- Statistical background of capacity to undertake of back-office analysis (e.g., desk review, analysis of timeline data, analysis of funding resources, etc.)
- Fluency in French (oral and written) required
- Fluency in Creole required

Desirable:

- Sectoral knowledge of UNICEF programme sectors: Child Protection, WASH, Nutrition, Health, Education (of a majority, if not all, sectors), as well as the Core Commitments to Children
- Familiarity with Haitian context, strongly appreciated
- Sensitivity/knowledge of gender issues in humanitarian settings
- Capacity to make and edit short video
- Fluency in English desired
- Previous common experience between proposed team members is a plus

The technical proposal **should highlight which member(s) of the Evaluation team possess the required or desired competencies above.**

Sample of previous evaluations or written samples, in French, will be required.

The team leader should have proven experience in past evaluations. References are required. He/she will be responsible for managing and leading the evaluation team, undertaking the data collection and analysis, as well as report drafting, presentation to stakeholders and dissemination. S/he will :

- Report to the evaluation manager in HCO;
- Work full or part-time on the evaluation throughout its duration, and manage the evaluation team;
- Agree the work plan for all aspects of the evaluation with the evaluation manager;
- Conduct the evaluation according to UN Ethical Guidelines for Evaluation (2008), the UNEG Norms and Standards (2016), and UNICEF Ethical Research Guidelines involving children in humanitarian settings¹⁹;
- Prepare the evaluation report according to the UNICEF-Adapted UNEG Evaluation Report Standards (2010), with all evaluation product(s) written in French;
- Ensure that the evaluation produces evidence and analysis to the highest possible standards;
- Flag any limitations/constraints to the evaluation manager at the earliest opportunity, so that, as far as possible, they can be addressed, with any outstanding limitations noted in the evaluation report;
- Propose and conduct the evaluation with appropriate methodologies;
- Ensure that confidentiality is maintained and that the evaluation does not increase physical or reputational risks for UNICEF stakeholders operating in complex high threat environments;
- Take responsibility for delivering the evaluation in accordance with the Terms of Reference;
- Ensure the quality of all the evaluation products.

The other team members will be responsible for carrying out data collection, analysis, and drafting elements of the report. The Evaluation team is invited to detail the role of each team member and its internal quality-insurance mechanism (if any) in the technical proposal.

¹⁷ https://www.unicef.org/protection/57929_57997.html

¹⁸ See for example: <http://www.spherehandbook.org/en/protection-principle-1-avoid-exposing-people-to-further-harm-as-a-result-of-your-actions/>

¹⁹ See <https://www.unicef-irc.org/research/278/>

The evaluation team is responsible for its own travel insurance, including medical evacuation, and for its own security arrangements. Under a corporate contract for services, the company does not fall under UN security management arrangements, although security briefings will be provided on arrival in-country.

Former UNICEF staff and consultants may be involved, but current staff or staff which have been involved in the Haiti Hurricane Matthew response **are not eligible to be evaluation team members.**

Former UNICEF staff with the requisite experience may be proposed to be members of the evaluation team but any prior involvement with UNICEF should be declared in the technical proposal, and any conflict of interest should be declared in advance. UNICEF Haiti reserves the right to reject former UNICEF staff members where a possible conflict of interest may potentially exist or be deemed to exist.

In its financial proposal, the team will propose an "Evaluation design" that includes appropriate sampling to deliver on the objectives of the evaluation with rigor at reasonable cost. During the inception phase, the design might be modified to take into account finding from the inception/desk review phase.

4.4 Timeline

The team is expected to work for no less than 4 months and no more than 8 months, with up 3 missions in Haiti (for tool testing and initial data collection, for holding the emerging findings workshop and the stakeholder workshop). A realistic and cost-efficient chronogram should be proposed as part of the technical proposal.

4.5 Budget and schedule of payments

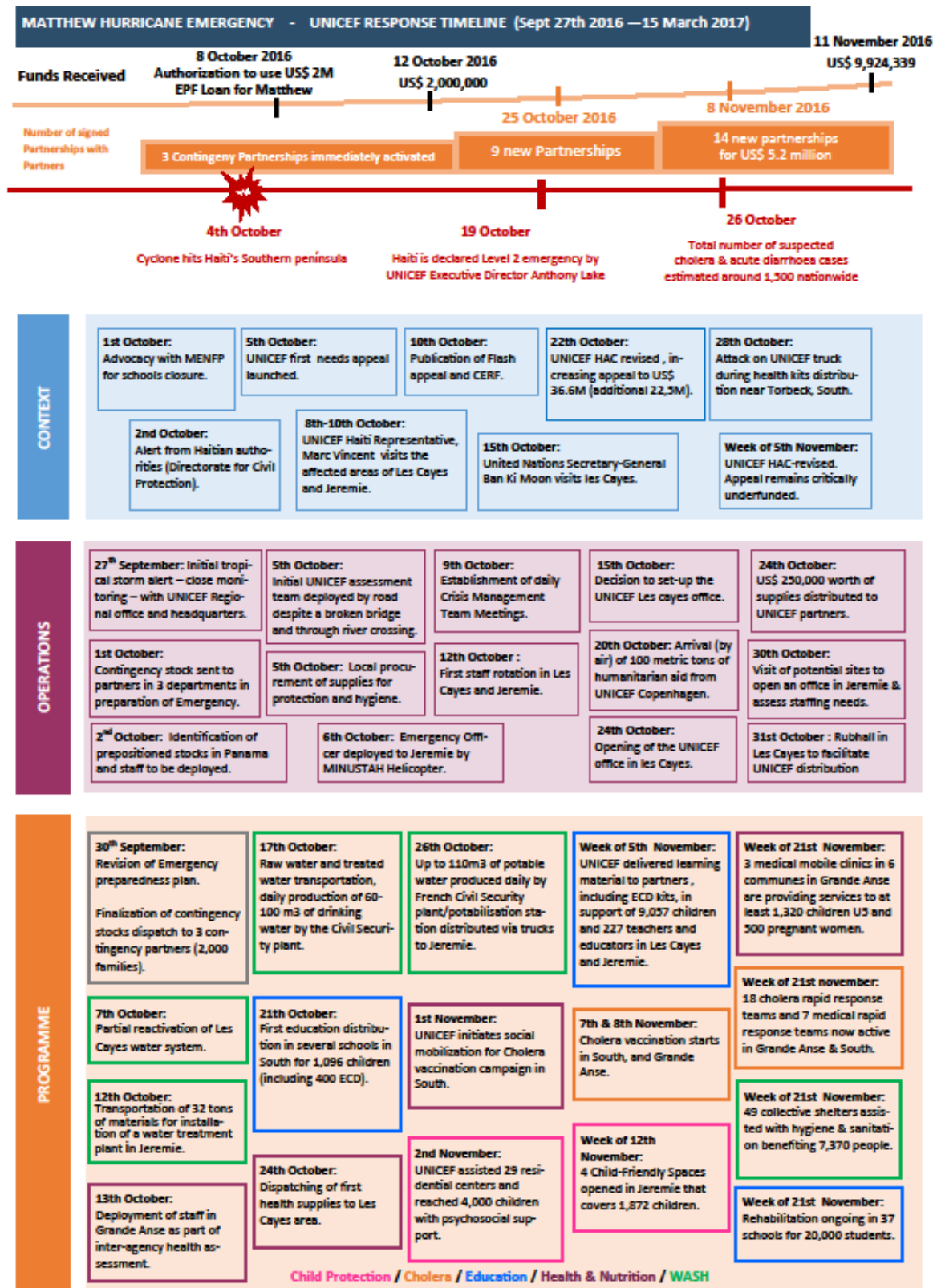
The Evaluation will be awarded to be most adequate and cost-efficient team.

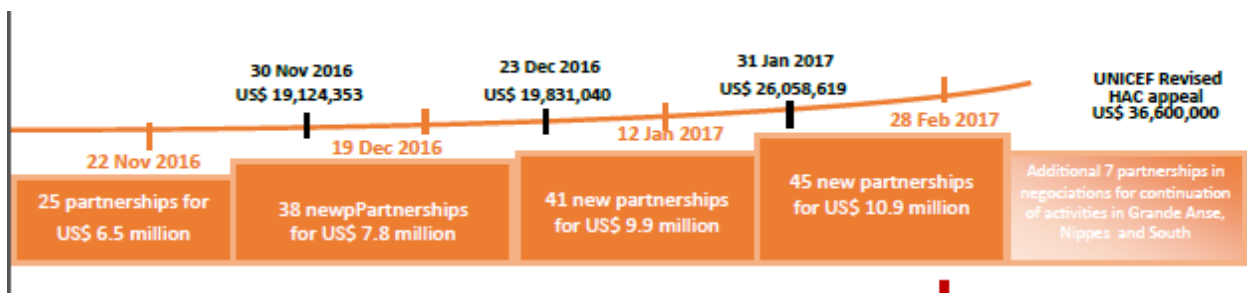
When submitting its proposal, the evaluation team should include **a detailed budget** included estimated work time for each team members (individually), in-country and remote (a.k.a level of efforts which may be detailed for each specific phase of the Evaluation); cost of travel (including visa fees); transportation within Haiti for field visits; assurance and any other costs incurred by the evaluation team (such as translators, drivers, etc. if needed), as all costs linked to conducting the evaluation will be born included within the contract lump sum. No additional cost will be borne by UNICEF.

The payments will be done in up to **5 payments** based on deliverables and correlated invoices submitted, as follows:

- 10% upon submission of updated detailed chronogram
- 20% upon validation of the inception report by the reference group
- 10% upon validation of data collection tools by the reference group
- 30% upon delivery of emerging findings workshop by Evaluation team and validation of the 1 draft Evaluation report by the reference group
- 30% upon delivery of Stakeholders' workshop and submission of the Final Evaluation report by Evaluation team

Annex 1: Timeline of UNICEF Matthew response





28 February 2017
End of L2 emergency

<p>November: Government increasing pressure to vacate schools used as temporary shelters as they are also used as voting stations. 65 schools still serve as temporary shelters in Grande Anse and South.</p> <p>On 20th November: Haitian presidential elections held in a logistically-difficult but calm context.</p>	<p>Week 28th November: Roads are blocked by demonstrations in many areas where humanitarian aid is being delivered. Unstable situation put staff and deliveries at risk.</p> <p>Week 20th December: School/temporary shelters eviction in Jeremie are raising concerns of international communities and humanitarians.</p>	<p>2nd January 2017: Official results of the presidential elections released on 3rd Jan giving president elect Jovenel Moise a large advance.</p> <p>5th January 2017: Arrest of senator-elect Guy Philippe, with many demonstrations and road blocks affecting humanitarian operations in Grande Anse.</p>	<p>Week of 9th January: Official reopening of schools in Grande Anse and South.</p> <p>January 23rd 2nd round of legislative and municipal elections held with very low turnout.</p> <p>Week 7th February Installation of the New President.</p>
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<p>By week of 2nd November: US\$ 500,000 worth of supplies (cumulative) distributed to UNICEF partners.</p> <p>15th November: Decision to open a sub-office in Jeremie.</p> <p>By week of 12th November: US\$ 1 million worth of supplies (cumulative) distributed to UNICEF partners.</p>	<p>Week of 19th November: Second wave of Surge Staff to Haiti arrive. Only 8 positions of 52 additional needed have arrived in-country.</p> <p>Week of 5th December: Sub-office in Jeremie is operational.</p>	<p>By week of 5th January 2017: US\$ 1.5 million worth of supplies (cumulative) distributed to UNICEF partners.</p> <p>By week of 16th January: Distribution of 3,720 student desks and 186 blackboards in schools previously used as shelters.</p>	<p>Week of 26th January: Of 52 positions to be filled (TAs and FT combined), all interviews were completed and candidates identified. 33 staff have arrived in-country.</p> <p>By week of 28th February: Distribution of 2,488 student desks, 364 blackboards, 409 teachers desks and 490 chairs to rehabilitated and damaged schools.</p>
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<p>Week of 28th November: 10 water systems or water points rehabilitated benefiting an estimated 59,000 people.</p> <p>Week of 13th December: UNICEF & partners vaccinated 912,000 individuals against cholera in targeted communes (incl. 361,000 children 1-14 years old) and sensitized them on prevention measures.</p> <p>Week of 13th December: UNICEF & partners delivered safe water to over 281,000 individuals, including 118,000 children on a recurring basis.</p> <p>Week of 13th December: 5,733 people (children and their families) have received psychological and recreational support from Child-friendly spaces (including Mobile CFS).</p>	<p>Week of 27th December: Routine vaccinations for different antigens & vitamin A supplements to 62,000 children US, and 37 cold-chain systems restored in affected health facilities.</p> <p>Week of 27th December: 14 schools rehabilitated and 5,900 children able to go back to school.</p> <p>Week of 27th December: 178 mobile clinics in South and 110 in Grande Anse allowing to treat 44,626 patients, vaccinate 5,605 children and provide 2,644 pre-natal consultations.</p> <p>Week of 27th December: 44 nutritional centers re-opened (19 in GA and 25 in South). 17,620 children screened, 328 with SAM and 462 with MAM were treated, another 1,642 received micronutrients.</p>	<p>Week of 2nd January 2017: UNICEF signed new partnerships with long-term Cholera partners for US\$ 7M, also covering Grande Anse, Nippes and South to maintain a total of 88 active cholera rapid-response teams nationwide.</p> <p>Week of 23rd January: Results from December mass screening in Grande Anse released: 4,000 children screened, 1.6% SAM, 4% MAM.</p> <p>Week of 30th January: Total number of suspected cholera cases went down to 300 -360 cases nationwide, the lowest in years (including lower than pre-cyclonic season/pre-Matthew levels).</p>	<p>Week of 28th February: 87 rehabilitated schools (61 rehabilitation finalized and 26 still ongoing).</p> <p>Week of 20th March: 9,045 children benefitted from UNICEF Child Protection Interventions: 1,712 without parental protection received material assistance; 5,273 at risk of separation benefitted from household-level socio-economic interventions, 1,960 at risk of expulsions from shelters assisted to resettle in areas of origin, 88 survivors of SGBV assisted with medical and psychosocial care.</p>
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Child Protection / Cholera / Education / Health & Nutrition / WASH

Annex 2: Indicative HPM table (revised Dec 2016, as of Feb 2017)

	HPM Indicators	SECTOR PROGRESS			UNICEF PROGRESS		
		Sector Target	Sector Progress	%	UNICEF Target	UNICEF Progress	%
Cholera	# of persons reached by the cordon sanitaire provided by the rapid response teams	1,650,000	70,000	4%	1,237,500	70,000	6%
	% of all cholera cases identified are responded to within 48 hours with a complete wash package	75%	70%	93%	75%	70%	93%
	# of persons reached by the OCV campaign in the Centre department (1)	771,000	-	0%	771,000	-	0%
WASH (2)	# of persons provided with safe water for drinking, cooking and personal hygiene use	380,000	59,411	16%	150,000	59,411	40%
	# of persons sensitized to hygiene behaviour including handwashing related risks	615,000	18,269	3%	150,000	18,269	12%
	# of persons having access to safe sanitation including alternative sustainable sanitation strategies.	45,000	12,671	28%	40,000	12,671	32%
Health	# of cold chain systems installed				90	-	0%
	# of children under 1 who receive routine vaccinations				34,135	5,262	15%
	# of pregnant women who receive at least 2 pre-natal visits both institutional and mobile clinics				39,169	1,176	3%
Nutrition (3)	# children 6-59 months treated for SAM	14,500	88	1%	13,056	88	1%
	# children 6-59 months treated for MAM	31,200	240	1%	15,600	240	2%
	# children 6-23 months receiving micronutrients powders	60,400	1,642	3%	42,285	1,642	4%
Child Protection (4)	# unaccompanied and separated children assisted with interim care and family reunification support	7,000	1,421	20%	4,000	1,421	36%
	# of persons accessing preventative social work interventions to prevent family separation	6,500	379	6%	3,500	379	11%
	# of children accessing recreational and psycho-social support activities	75,000	11,623	15%	30,000	11,623	39%
Education	# of affected 5-14 years old children receiving learning materials to access education (5)	150,000	3,943	3%	85,000	2,971	3%
	# of affected 5-14 years old children accessing education through rehabilitation and/or equipping of schools	150,000	23,674	16%	48,000	15,709	33%

Annex 3: OCHA Hurricane Matthew Dashboard as of Feb 2017

Haiti: Hurricane Matthew Humanitarian Dashboard (as of 24 FEB 2017)



HAITI
Capital: Port-au-Prince
Population: 10.7 M

When Hurricane Matthew hit Haiti on October 4, 2016 it left behind a balance of 1.4 million people in need of humanitarian assistance, including 806,000 people in urgent need of food, thousands of houses, schools and health facilities damaged and thousands of families displaced. Four months and a half after the hurricane, humanitarian partners have managed to reach about 1 million people through food and NFI distributions, Water and Sanitation services, rehabilitation of schools and health structures, among others.

2.1 M PEOPLE AFFECTED BY HURRICANE MATTHEW

1.4 M PEOPLE IN NEED OF HUMANITARIAN AID

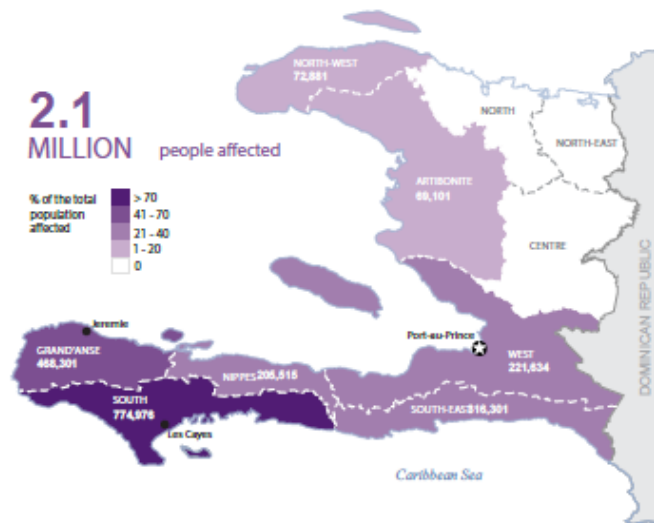
806 K PEOPLE TARGETED BY FLASH APPEAL

US\$ 139 M REQUESTED THROUGH THE FLASH APPEAL

KEY FIGURES (as of October 2016)

- 806K** People in urgent need of food aid
- 175K** People in evacuation centers
- 99** Health facilities affected
- 1,633** schools damaged
- 90K** Houses destroyed or strongly damaged

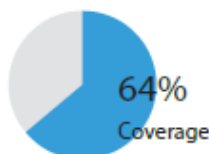
AFFECTED PEOPLE BY DEPARTMENT



FLASH APPEAL FUNDING

\$ 139 M REQUESTED

\$ 88.6 M RECEIVED



Category	Funded million\$	Requested million\$
Food Security, Nutrition and Emergency Agriculture	\$27.8M	\$56.2M
WASH	12.1	18
Health	3.5	17.2
Shelter and NFIs	9.2	17
Education	4.1	7.5
Protection	0.8	7.2
Early Recovery and Livelihoods	1.2	6.5
Logistics and Emergency Telecommunications	9.0	6.3
OCCM	0.3	1.5
Coordination	0.5	1.4

The boundaries and names shown and the designations used on this infographic do not imply official endorsement or acceptance by the United Nations.
Creation date: 24 FEB 2017 Sources: IOM, WFP, UNICEF, FAO, DINEPA, OHCHR, UNFPA, UNDP, WHO, Humanitarian partners | www.unocha.org www.reliefweb.int

Haiti: Hurricane Matthew Humanitarian Dashboard (as of 24 FEB 2017)

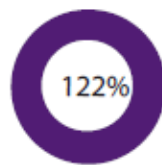
SHELTER/NFI

SHELTER
350 K
PEOPLE TARGETED



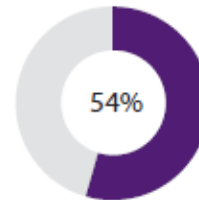
770 K
PEOPLE ASSISTED

NFI
350 K
PEOPLE TARGETED



430 K
PEOPLE ASSISTED

\$ 17,000,000
FUNDING REQUESTED



\$ 9,200,000
FUNDING RECEIVED

DISTRIBUTIONS

86 K
HOUSEHOLDS RECEIVED BLANKETS

48 K
HOUSEHOLDS RECEIVED KITCHEN SETS

22 K
HOUSEHOLDS RECEIVED TOOL KITS

154K
HOUSEHOLDS RECEIVED TARPAILINS OR SHELTER KITS

DISTRIBUTIONS BY COMMUNE



The boundaries and names shown and the designations used on this infographic do not imply official endorsement or acceptance by the United Nations.
Creation date: 24 FEB 2017 Sources: IOM, WFP, UNICEF, FAO, DINEPA, OHCHR, UNFPA, UNDP, WHO, Humanitarian partners | www.unocha.org www.reliefweb.int

Annex 4: Template Inception report (outline)

The inception report, prepared by an evaluation team should highlight the comprehension of the team after the desk review, and set out the conceptual framework to be used in an evaluation. It should provide the refined key evaluation questions and methodology, including information on data sources and collection, sampling and key indicators as per Evaluation matrix below.

The inception report also includes a timeline for the evaluation project and drafts of data collection instruments. It should identified the gaps and additional limitations, as well as potential mitigation measures or ways to collect missing data or find proxy.

The inception report could be structured with (but not limited to) the following sections:

- Table of contents
- Table of Acronyms
- Finding of the Desk review
- Questions of the Evaluation
- Evaluation matrix (see Annex 6)
- Methodology
- Scope
- Sample & rationale for sampling
- Gaps in data
- Other limitations
- Questions which cannot be answered
- Data collection tools (description, use, targeting)
- List of expected sites/areas to be visited
- List of people to be interviewed
- Expected Data collected
- Ethical considerations

The report will include draft/outlined or description of questionnaires/ surveys, focus group guides to be used by the evaluation team (in French and in Creole). The full data collection tools will be submitted later for validation by the reference group (deliverable#2).

Also refer to <http://www.uneval.org/document/detail/608> for UNEG Checklist of Inception report.

Annex 5: Template final report (outline)

The final report should be concrete, actionable recommendations to the different type of audiences and tailored by sectors/timeframe, etc. They should be divided between immediate corrective measures and longer-term mechanisms, and should specifically refer to Hurricane Matthew emergency or other occurring emergencies.

The final report could be structured with the following sections (but not limited to):

Table of contents

Table of Acronyms

List of Figures

List of tables

List of annexes

Executive Summary

- Evaluation purpose
- Evaluation objectives and intended audience
- Evaluation methodology
- Most important findings and conclusions
- Main recommendations

Introduction

- Context (pre-hurricane)
- Preparation
- Humanitarian response
- Timeline / periodicity
- Description of UNICEF response, recovery and reconstruction efforts by sector
- Objectives of the evaluation
- Scope of the evaluation
- Methodology
- Evaluation criteria and evaluation questions
- Evaluation process: methods for data collection and analysis
- Limitations

Evaluation Findings

Criteria 1: Preparedness

- Anticipation and information
- Capacity building
- Alignment on national plans and coordination

Criteria 2: Appropriateness

- Immediate post-disaster response
- Alignment with standards on humanitarian action
- Response to local needs
- Equity and gender-sensitive programming
- Community participation and communication

Criteria 3: Connectedness/ Sustainability

- Contingency planning/preparedness measures
- Planning for transition & "exit strategies"
- Transition-oriented activities incorporated into programmes

Criteria 4: Coordination and coherence

- UNICEF Internal coordination

- Division of labor within UN agencies, governmental stakeholders, NGOs, and civil society
- Coordination arrangements in UNICEF-led working groups
- Sub-national coordination
- Communication with Communities

Criteria 5: Coverage

- Coverage constraints
- Overall coverage issues: sections' challenges
- coverage of vulnerable groups & Equity

Criteria 6: Effectiveness

- UNICEF strategic choices
- Results achieved against programme targets
- Adequacy: Quality Standards
- Integration and synergies of UNICEF programmes

Criteria 7: Efficiency

- Timeliness
- Funds mobilization
- Human Resource mobilization
- Supplies mobilization
- Partner mobilization: PCAs
- Efficiency of the transition process
- M&E
- Innovation

Criteria 8: Humanitarian imperative

- Electoral context
- Respect of CCCs
- Alignment with Grand bargain principles

Conclusions and Recommendations

NB: Recommendations need to be specific and concrete/actionable, with identified responsible person/organization, and timeframe whenever possible.

- Lesson learned
 - Per area of intervention (ie. South, Grand'Anse, Nippes, Nord-Ouest)
 - Per sector (ie. Wash, education, Nutrition, protection, health, emergencies, transectoral)
 - Per type of audience (field workers, beneficiaries, decision-makers, UN, NGOs, Government, communication officers, etc.)
 - Per phase of the response: preparedness, assessment, humanitarian response, recovery.
- Recommendations
 - Per phase of the response or divided between short-term and long term
 - Per area of intervention, if appropriate
 - Per Sector
 - Per type of audience
- Table summarizing lessons learned and recommendations.

The final report should contain (in Annexes) all the supporting documentation including, but not limited to : (1) list of interviewees, (2) sampling methodology (3) tools and questionnaires used, (4) bibliography, (5) list of sites and/or communes visited, (6) pictures and links to videos, (7) Stakeholders workshop PPT presentation, (8) comments by reference groups to pre-final recommendations.

Annex 6: Evaluation matrix

Eval Question	Judgment criteria	Indicator	Source of data	Collection Technique	Sample/ coverage
Preparedness					
<i>Ex:</i> What did UNICEF do in practical terms to foresee, prevent, minimize and respond quickly to the emergency?					
<i>Ex:</i> How local capacity involved and strengthened prior to the emergency?					
<i>Ex:</i> What is the perception of beneficiaries of the level of preparedness			<i>Ex: Focus group</i>	<i>Ex: Guided discussions</i>	<i>Ex: 25 respondents out of 178 in 4 separate focus groups</i>
<i>Ex:</i>					
Appropriateness & Effectiveness					
<i>Ex:</i> Was the level of resources (human, fiduciary, supplies) engaged in the response corresponding to the needs?					
<i>Ex:</i> Was the assessment of needs sufficiently and appropriately conducted in order to guide the response?					
Connectedness and sustainability					
Coordination and coherence					
Coverage					
Efficiency					
Humanitarian Imperative					

ANNEX B - UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/ CORPORATE CONTRACTS

1. Definitions and UNICEF Supply Website

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

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

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

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

(d) "Contractor" means the contractor named in the Contract.

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

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

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

(h) "Fee" is defined in Article 3.1.

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

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

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

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

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

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

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

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

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

2. PROVISION OF SERVICES AND DELIVERABLES; CONTRACTOR'S PERSONNEL; SUB-CONTRACTORS

Provision of Services and Deliverables

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

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF's security and other regulations and instructions for such access and use, including, but not limited to, UNICEF's information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF's premises, facilities or systems.

2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and the time schedule under the Contract. Any such agreed

changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Contractor. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

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

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

Non-conforming Services and Consequences of Delay

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

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

2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without

prejudice to any of its other rights and remedies, UNICEF can, at its option:

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

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

Contractor's Personnel and Sub-Contractors

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

- (a) The provisions of Article 7 (*Ethical Standards*) will apply to the Contractor's Personnel as expressly stated in Article 7.
- (b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
- (c) The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the

same as, or better than, the qualifications of any personnel originally proposed by the Contractor.

- (d) At any time during the term of the Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF's request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions.
- (e) If one or more of Contractor's Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14) days in advance; and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement Personnel in sufficient detail to permit evaluation of the impact on the engagement.
- (f) The approval of UNICEF of any Personnel assigned by the Contractor (including any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract. The Contractor's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.
- (g) All expenses of the withdrawal or replacement of the Contractor's Personnel will, in all cases, be borne exclusively by the Contractor.

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

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

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

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

3. FEE; INVOICING; TAX EXEMPTION; PAYMENT TERMS

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

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

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

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

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

be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

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

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

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

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

4. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; INSURANCE

Representations and Warranties

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the

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

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

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

Indemnification

4.4 The Contractor will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands,

losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

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

Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

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

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

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect

to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

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

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

(c) The Contractor will be responsible to fund all amounts within any policy deductible or retention.

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

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

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

Liability

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

5. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS; DATA PROTECTION; CONFIDENTIALITY

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials ("Contract Materials") that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or

during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

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

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

Confidentiality

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

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

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is

disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

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

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

Data Protection and Security

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

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

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures,

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

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

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

Service Providers and Sub-Contractors

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

End of Contract

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

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

6. TERMINATION; FORCE MAJEURE

Termination by Either Party for Material Breach

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

Additional Termination Rights of UNICEF

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

- (a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or
- (b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or

(c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

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

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

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

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

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

Force Majeure

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

7. ETHICAL STANDARDS

7.1 Without limiting the generality of Article 2 above, the Contractor will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract,

reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

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

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

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

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

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

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

7.4 The Contractor will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting

and Combatting Fraud and Corruption. In particular, the Contractor will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

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

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

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

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

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

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

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

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

8. FULL COOPERATION WITH AUDITS AND INVESTIGATION

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

9. PRIVILEGES AND IMMUNITIES; SETTLEMENT OF DISPUTES

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

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

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

10. NOTICES

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

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any

ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

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

11. OTHER PROVISIONS

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

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

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

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

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

remedies available to UNICEF under the Contract or constitute a waiver of any rights or remedies available to UNICEF under the Contract.

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

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

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

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

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