

REQUEST FOR PROPOSAL

RFP-USA-2007-500289

6 February 2007

UNITED NATIONS CHILDREN'S FUND (UNICEF)

wishes to invite you to submit a proposal for

EVALUATION OF GENDER POLICY IMPLEMENTATION IN UNICEF

Proposals should be sent to either electronically to:

gendereval@unicef.org

Or by mail:

UNICEF
Attention: BID SECTION RFP-USA-2007-500289
UNICEF House
3 United Nations Plaza
New York,
New York 10017
USA

*** It is essential that this reference RFP-USA-2007-500289 is shown on the envelope containing the Proposal or in the subject of the email.**

This Form *MUST* be used when replying to this Request.

**** In addition, an electronic version of the technical proposal must be sent to:
gendereval@unicef.org**

***** Any request for information regarding this request for proposals should be sent as soon as possible to gendereval@unicef.org and latest by 20 February 2007.**

****** Proposals MUST be received by latest 23.59 hours (New York time) on Monday 26 February 2007 and will be recorded AT 10:30 am on Tuesday 27 February 2007.**

PROPOSAL FORM

PROPOSAL FORM must be completed, signed and returned to UNICEF.
Proposal must be made in accordance with the instructions contained in this REQUEST.

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this REQUEST shall contain UNICEF General Terms and Conditions and any other specific Terms and Condition detailed in the REQUEST.

The Undersigned, having read the Terms and Conditions of RFP-USA-2002- set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail _____

Validity of Proposal: _____

Currency of Proposal: _____

PROCEDURES REQUEST FOR PROPOSAL

1 INFORMATION IN THE PROPOSAL

The proposer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this Request for Proposal. The proposal shall include, as a minimum:

1. TECHNICAL PROPOSAL:

- 1.1. Proposed methodology, expanding on the outline provided here, and including key assumptions, and proposals for document analysis, qualitative and quantitative data collection and analysis, stakeholder participation, building consensus, feedback and reporting.
- 1.2. Evaluation work plan, showing tasks, timelines and allocation of work to team members.
- 1.3. CV/Résumés of all evaluation team members, highlighting experience relevant to this evaluation. Individual CVs should not exceed 4 pages.
- 1.4. A sample report from a prior consultancy assignment with content directly relevant to this evaluation and completed by one or more of the proposed team members.
- 1.5. Contact details of at least two references from among recent employers or clients for each team member.
- 1.6. Company/organisation profile, as relevant to the evaluation.
- 1.7. Compliance with UNICEF General Terms and Conditions.

2. FINANCIAL PROPOSAL (to be submitted under separate cover)

- 2.1. Pricing proposal
- 2.2. Certificate of incorporation.
- 2.3. Copy of the latest audited financial statements.

Financial bids should not include fees only at the proposal stage. Travel costs will be agreed with the evaluation team during negotiations based on the work calendar and location of country case studies, and included in the lump sum contract.

2 CONFIDENTIAL INFORMATION

Information which the proposer considers proprietary must be marked clearly "proprietary" next to the relevant part of the text, and UNICEF will then treat such information accordingly.

3 VALIDITY

Proposals shall remain valid for a period of ninety (90) days from the date of closing for the Proposals.

4 CHANGES AND/OR ALTERATIONS

All requests for changes or alterations to the Request for Proposal or requests for clarifications must be submitted in writing by fax or e-mail to the Simon Lawry-White, Senior Programme Officer, Evaluation Office. Information provided verbally will not be considered a fundamental change and will not alter this Request for Proposal.

Inquiries received less than five (5) working days prior to the Proposal closing date cannot be guaranteed any response. Only written inquiries will receive an answer. All inquiries and answers will be provided to all invitees in writing, regardless of the source of the inquiry.

5 REFERENCES

UNICEF reserves the right to contact the references, without notifying the Proposer.

6 EVALUATION OF THE PROPOSAL

UNICEF invites Proposals from suitably qualified companies with substantial consultancy experience in all aspects of the supply chain. Individual consultants may not apply unless grouped as a team under a corporate heading.

The selection of consultants will be competitive based on the quality of the proposal, the profile of the proposed team, and on cost. Technical proposals will be rated before financial bids are assessed.

The technical assessment of the proposals will use the following criteria and weighting:

<i>Criteria</i>	<i>Weighting %</i>
Team profile (as per evaluation profile, see page 18, 19)	40
Proposed methodology (relevance, logic, rigour, practicality, creativity)	40
Evaluation work plan (clarity, fit with timetable, resource allocation)	10
Sample report (clarity, relevance)	10

7 CONTRACT AND PAYMENT

A lump sum contract will be agreed with the successful consultant. The contract will be issued to an institution, consultancy company or other corporate entity, which will take full responsibility for the conduct of the evaluation and the production of evaluation products. (Teams of independent consultants may only apply where they

apply under a corporate identity). The evaluation team will manage its own travel arrangements in close coordination with UNICEF.

Payment is by results. Payment will be made in stages with allotments corresponding to the completion of key intermediate phases and products. Dates and sums will be negotiated with the consultant. Financial proposals should include proposed stage payments.

8 WORKING ARRANGEMENTS

The Evaluation Team will be expected to provide its own office space and equipment. When the Evaluation Team is required to work in UNICEF offices, space will be provided.

Proposals received by Email will be fine – financial and technical bids should be in separate files.

9 RIGHTS OF UNICEF

UNICEF reserves to right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF also reserves the right to negotiate with the Proposer who has submitted the best proposal. UNICEF shall not be held responsible for any cost incurred by the Proposer in preparing the response to this Request for Proposal. The Proposer agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal.

10 PROPOSER'S REPRESENTATIONS

The proposer represents and warrants that it has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform his or her obligations under any resulting Contract.

11 FULL RIGHT TO USE AND SELL

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

12 PROPERTY OF UNICEF

This Request for Proposal, inquiries and answers and the Proposals are considered the property of UNICEF. All materials submitted in response to this Request shall remain with UNICEF.

EVALUATION OF GENDER POLICY IMPLEMENTATION IN UNICEF

Terms of Reference Draft - February 1 2007

BACKGROUND

Evolving Approach to Gender in UNICEF and the UN

UNICEF has, over the years, and in successive policy documents pledged understanding of and attention to gender equality and women's rights concerns in its policies and programmes, specifically, the implications of the discrimination of the girl child, and the mutually supportive relationship between the CRC¹ and the CEDAW². In the years between the Third and Fourth Global Conferences on Women (1985-95) and the Millennium Development Goals (MDGs), the concepts, approaches and organizational structures related to advancing the status of women evolved. UNICEF's approach has to evolved ensure alignment with these new developments.

UNICEF was among the first UN agencies to adopt a specific policy for the advancement of women and girls in 1985. In 1994 UNICEF adopted E/ICEF/1994/L.5, "Gender Equality and Empowerment of Women and Girls: A Policy Review", which identified gender mainstreaming as the strategy to achieve gender equality and women's rights³. Basic strategies over the last decade have encompassed a 'three-pronged' approach, including 'mainstreaming' gender concerns in advocacy and action; promoting gender-specific programme activities targeting girls and women; and giving special attention to the girl child. Furthermore, in 1998, with the issuance of Executive Directive 1998-2004, UNICEF adopted the Human Rights-Based Approach to Programming (HRBAP), highlighting that CRC and CEDAW underpin the organization's mandate and mission, forming an essential framework for a forward-looking strategy to promote and protect the fundamental rights of children in general and girls in particular and women, and decisively eradicate inequality and discrimination. In 1999, the Inter-Agency Standing Committee agreed a policy statement on gender equality which now guides UNICEF's work on gender in its humanitarian programming.

Globally the concepts changed from a focus on women to gender relations: the socially constructed relationships between women and men that typically put women in an economically inferior and politically powerless position. The approaches changed from portraying women not only as mothers but as individuals with their own rights, it changed from considering women as passive beneficiaries to be assisted and empowered to participate in development processes, to respecting women as actors in societal change processes who have the right to be empowered and to participate and to contribute to changing the development agenda per se. The approach brought in the focus on the "life-cycle" perspective to address the rights of girls both as girls and as tomorrow's women. New frameworks were developed to address the role of men and boys in the work to promote gender equality and end gender-based discrimination and especially in relation to responsible fatherhood and gender sensitive early childhood development. The organizational forms changed from isolated Women in Development advisors and small, marginal and under-resourced WID units to Gender and Development units linked to gender focal points organization-wide.

Gender equality (equal human rights between women and men, girls and boys) has been a major theme in the global commitments emerging from the world conferences of the 1990s and 2000, particularly the International Conference on Social Development, the International Conference on Population and Development and its follow-up, the Fourth World Conference on Women and its follow-up and the

¹ Convention on the Rights of the Child: <http://www.unicef.org/crc/>

² Convention on the Elimination of All Forms of Discrimination against Women: <http://www.un.org/womenwatch/daw/cedaw/>

³ UNICEF's commitments regarding gender equality are set out in the UNICEF Intranet at <http://www.intranet.unicef.org/PD/genderequality.nsf/bebddd2e89ddf685256fa500598afe/24f600403645473e8525713300563404?OpenDocument>

Millennium Declaration and the MDGs. The international community made strong commitments to gender equality and the empowerment of women at these conferences, based on the common understanding that any development that is not engendered is endangered.

In 1997 the ECOSOC⁴ concluded that efforts towards gender mainstreaming should not be bound only by a pledge for increased gender balance within the United Nations but for increased attention to gender perspectives and the goal of gender equality in the work of the UN. It was also emphasized that gender mainstreaming does not entail developing separate women's projects within work programmes, or even women's components within existing activities in the work programmes. The ECOSOC resolution 2001/4 on gender mainstreaming reaffirmed the Economic and Social Council conclusions 1997/2 as a valid framework for promoting and monitoring the implementation of gender mainstreaming within the United Nations system.

At the Beijing+5 review, Member States, as well as the international community reviewed their commitments to accelerate the implementation of the Platform for Action. Recently, at the forty-ninth session of the Commission on the Status of Women, on the occasion of the tenth anniversary of the Fourth World Conference on Women, it was declared that,

“...the full and effective implementation of the Beijing Declaration and Platform for Action is essential to achieving the internationally agreed development goals, including those contained in the Millennium Declaration”.

UN efforts in the mainstreaming of gender entail the incorporation of gender equality as an integral part of all activities across all programmes. In 1997, the United Nations ECOSOC adopted the following definition for gender mainstreaming:

“... the process of assessing the implications for women and men of any planned action, including legislation, policies or programmes, in all areas and at all levels. It is a strategy for making women's as well as men's concerns and experiences an integral dimension of the design, implementation, monitoring and evaluation of policies and programmes in all political, economic and societal spheres so that women and men benefit equally and inequality is not perpetuated. The ultimate goal is to achieve gender equality.”⁵

The report of the same ECOSOC meeting listed a number of principles underpinning gender mainstreaming⁶:

1. Forging and strengthening political/institutional commitment to achieve gender equality and equity, at the national, regional and global levels;
2. Incorporating a gender perspective into the planning, monitoring and evaluation processes;
3. Using sex-disaggregated data in social and economic analysis to reveal how policies, programmes and projects impact differently on women and men and in girls and boys.
4. Contributing to efforts oriented towards increasing the numbers of women in decision-making positions in government and the private and public sectors; and at the corporate level
5. Developing and disseminating tools and providing training on gender awareness, gender analysis and gender planning to decision-makers, senior managers, staff and key stakeholders;
6. Forging linkages between governments, the private sector, civil society and other stakeholders to advocate gender equality and the importance of mainstreaming gender towards achieving this end.

Findings of recent studies of Gender Mainstreaming

In 2006, UNDP completed a major corporate evaluation of gender mainstreaming⁷ which concluded, amongst other findings that:

⁴ Economic and Social Council of the United Nations

⁵ <http://www.un.org/womenwatch/asp/user/list.asp?ParentID=10314>

⁶ Adapted from the Principles developed by the United Nations Report of the Economic and Social Council for 1997 (A/52/3, 18 September 1997).

“UNDP has put in place a number of policies and strategies to mainstream gender”, however, ‘...UNDP has not effectively and successfully engendered its development programmes. While there are many committed individuals and some “islands of success”, the organization lacks a systematic approach to gender mainstreaming’. ‘The history of gender mainstreaming in UNDP is one of good starts and lost momentum, intermittent declarations and mixed signals.’ ‘One of the most disappointing aspects... has been its limited attempts to build understanding amongst the staff.’ ‘There are commendable efforts to mainstream gender but... staff do not seem to know how to apply a gender mainstreaming perspective. While there have been some isolated efforts to address broader gender issues, the tendency is to seek small women-focused activities’. ‘...islands of success depend on individual interest and efforts rather than a systematic approach’. ‘The accomplishments of some very committed individuals were constrained by absence of leadership at a higher level.’

The 2006 UN Development Group report ‘From Checklists to Scorecards: Review of UNDG Members’ Accountability Mechanisms for Gender Equality’ across five UN agencies including UNICEF found that: ‘There is great diversity in the focus and format for gender equality policies, and also limited communication and documentation as to which strategies within policies have been more successful.’ ‘Comparative analysis suggests that mainstreaming of gender is adequate or close to adequate in strategic planning documents..There are however very different levels of attention to gender equality in agency planning documents.’ ‘UNFPA, UNICEF and WFP policy and programme manuals include a strong statement in the introductory sections in support of gender equality... There is inadequate attention to linking these technical details, such as how to develop results statements, or how to monitor and evaluate, to gender mainstreaming. There is also a need for more gender equality related examples, and reiteration of the importance of using sex-disaggregated data, and gender analysis.’ ‘New software has allowed estimates to be made of expenditures for the promotion of gender equality - an advance over previous practice. However, current software is not set up to capture cross-cutting themes, including gender equality, because it captures only the main focus of each project.’ ‘Gender equality and the empowerment of women are currently poorly covered in agency evaluations. Of the five agencies, WFP and ILO have evaluation policies in place, neither of which refer to gender. For UNICEF and UNFPA evaluation is guided by their policy and programme manual, but attention to gender in the relevant sections is limited.’

A 2006 study by Norad, ‘Lessons from Evaluations of Women and Gender Equality in Development Cooperation’, synthesised the findings of evaluations of gender mainstreaming from three multilateral evaluations (UNDP 2006, ILO 2005, the World Bank 2005) and five bilateral evaluations; Norad 2005, Sida 2002x2, DFID 2006, and the European Commission, plus an organizational analysis of UNIFEM 2004 and other reviews under the auspices of the DAC Working Party on Aid Evaluation (OECD/DAC WP- EV 2003). The report concluded that:

‘In recent years there has been widespread uneasiness concerning the lacking effort to empower women and promote gender equality, and a feeling that the direction and strength of these efforts have been lost. The evaluations have confirmed this picture and today there is a considerable amount of openness about these findings, while there is also uncertainty about how it is actually possible to strengthen work on gender equality, given the new aid agenda. Thus, seeing as this window of opportunity may not remain open for long, it is paramount to respond immediately.’

Taken together, these reports paint a discouraging picture of the progress of gender mainstreaming in the UN and related agencies. The evaluation will test whether this unfavourable picture also applies to UNICEF and, if so, indicate how to overcome the constraints to implementing its gender policy.

RATIONALE

The Medium Term Review of the Medium Term Strategic Plan (MTSP) 2002-2005 (MTR) showed that gender equality and women’s rights have not been systematically included as key components of the

⁷ Evaluation of Gender Mainstreaming in UNDP, 2006

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HRBAP. A parallel review of the Country Office Annual Reports 2002 and 2003 showed that gender mainstreaming not being reported effectively in the annual reports.

The MTR further found that attention to gender equality concerns and the use of gender mainstreaming as a strategy in UNICEF-assisted programmes continue to be uneven. The MTR report states that while the Girls' Education priority of the MTSP has provided a range of opportunities for promoting interventions to benefit girls and to raise issues of gender disparity; and the protection of women and girls from violence, especially in emergency situations, has also received greater emphasis in UNICEF's work, there are areas where no significant achievements were found. Concerns were raised about the inadequate focus on the role of women, girls, and gender discrimination in programmes to combat HIV/AIDS and other priority areas e.g. humanitarian response. The Mid Term Review also highlighted that the CEDAW's reporting process and the concluding comments from the CEDAW Committee were not systematically used to design UNICEF-assisted programmes and to promote improved monitoring of both girl's and women's rights to the same extent as the Convention on the Rights of the Child. This calls for further clarity on the role of the CEDAW in UNICEF's work.

The MTR suggested that although there is an institutional recognition and adoption of mainstreaming gender equality as part of the MTSP strategies, more investment is needed to develop capacities of both UNICEF staff and partners in the application and monitoring of the HRBAP and gender equality perspective to further systematize and to sustain the approach.

Results of the Joint Questionnaire on Human Rights-based Approach to Programming including Gender Mainstreaming and Women's Rights, within UNICEF's MTSP 2002-2005, highlighted that "the level and quality of UNICEF's support to CRC reporting is increasing although this activity is in general accomplished as part of child protection programmes and not as it should be under planning and monitoring mechanism. In most cases, Country Offices (COs) are providing more support on CRC reporting and monitoring of the Concluding observations of the UN Committee on the Rights of the Child than on CEDAW reporting and monitoring. The linkage between CRC and CEDAW in planning is not clear for most COs. A clear guidance on how to apply both of children and women rights in programmes in addition to the gender issue is still required.⁸ The Joint Questionnaire made recommendations in the following areas:⁹

1. Disseminate the newly developed tools for capacity building in gender mainstreaming and gender self-assessment.
2. Ensure accountability of senior UNICEF staff members and encourage the adoption of specific measures related to the structure of both office management and programmes of cooperation to facilitate the operationalisation of the HRBAP and gender mainstreaming as a core element of the HRBAP. Promote human resources policies that also take into account the need of inter-disciplinary skills of the staff.
3. Ensure that further operational guidance of the current and future MTSP incorporates sustained attention and operationalisation of the HRBAP and gender mainstreaming in all of the MTSP Priorities Areas.
4. Use the different stages of the planning process of the Country Programme (MTR, CCA/UNDAF, Annual Review etc.) as an opportunity for building capacity and learning for UNICEF staff and partners, in both HRBA and gender mainstreaming.

Furthermore, over the past two years the UNICEF Executive Board has expressed concerns that progress in mainstreaming gender equality for the empowerment of women and achieving gender equality is uneven. During the Board discussions on the New MTSP 2006-2009, the Board members agreed with UNICEF's commitment to gender equality and women's empowerment as clearly stated in the new MTSP, but would like to ensure these statements are consistently, concretely, and explicitly reflected throughout its programmes, results, and indicators.

⁹ Results of the Joint Questionnaire on Human Rights-based Approach to Programming including Gender Mainstreaming and Women's Rights, within UNICEF's MTSP 2002-2005, GE& HR Units, 2004.

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As a precursor to an independent evaluation, the UNICEF Evaluation Office organized and facilitated gender mainstreaming self-assessment exercises in five country offices (Barbados, Egypt, Kenya, Pakistan, and Turkey). The synthesis report concluded that:

‘UNICEF policies, programmes, strategies and actions are generally oriented towards gender equality and women and girls’ empowerment at the CO level, however, CO actions are not necessarily guided by the corporate Gender Mainstreaming Strategy. In particular, CO recognition of the link between gender mainstreaming and the Human Rights Based Approach to Programming (HRBAP) needs to be strengthened and the implications of diversity on gender mainstreaming should be more coherently addressed within the current strategy. More needs to be done to effectively implement gender mainstreaming to ensure that UNICEF will play a significant role in achieving gender equality at the national level.’¹⁰

Recent internal reviews, together with Board’s concerns, have prompted UNICEF to undertake an organization-wide evaluation on gender mainstreaming during 2007. Such an evaluation will provide a deeper understanding of the degree of progress, at all levels and in different spheres, in terms of gender equality since the policy on gender was adopted by UNICEF; and what needs to be done in order to ensure that gender equality perspective is systematically integrated in UNICEF’s work;

UNICEF will complete a major Organisational Review in March 2007. This will result in changes to UNICEF ways of operating and structures. The evaluation will be starting as the Organisational Review is coming to a close and implementation is beginning. The evaluation will need to take the emerging results of the Organisational Review fully into account.

PURPOSE

The purpose of the evaluation is to determine how well UNICEF is promoting and contributing to gender equality results at national, regional and global levels, to make recommendations for improvement and to support UNICEF in the development of a revised strategy and plan of action to strengthen UNICEF’s contribution to the achievement of gender equality. The evaluation will look for evidence of UNICEF contribution to gender equality (the *goal*) as well as the progress in gender mainstreaming (the *strategy* as mandated by the General Assembly).

OBJECTIVES

Phase 1 Evaluation

UNICEF will employ an independent evaluation team to undertake an impartial assessment of how far UNICEF has progressed in the implementation of gender mainstreaming and other strategies for achieving gender equality.

The objectives of the evaluation are to:

1. Assess the extent to which policies, strategies, approaches and intra and inter institutional arrangements have favoured an institutional environment for integrating gender equality in programmes and policies at the country, regional and global level.
2. Identify the major changes in gender related strategies and programmes in the organization since 1994 policy review¹¹ and analyze how these changes have contributed to the institutionalization of a gender equality perspective.
3. Assess how effective UNICEF has been in establishing partnerships and developing counterpart and partner capacities for integrating gender equality and for advocating women’s rights, including policy advocacy work and financial and technical support to governments, NGOs and other UN/external agencies/organizations.

¹⁰ Gender Mainstreaming Self-Assessment based on five country office exercises: Phase 1 of UNICEF’s Gender Mainstreaming Evaluation, Synthesis Report, January 2007, UNICEF Evaluation Office

¹¹ "Gender Equality and Empowerment of Women and girls: A Policy Review" (E/ICEF/1994/L.0005)

4. Assess the impact of UNICEF's work in promoting gender equality at community level, using a case study approach.
5. Identify good practice examples of gender mainstreaming within UNICEF from which the organisation can learn and improve practice.
6. Highlight good practices in other agencies which are relevant and applicable to UNICEF.
7. Assess the extent to which gender mainstreaming remains the most appropriate strategy for UNICEF to contribute to gender equality and propose alternatives where necessary.

And based on these findings, to make recommendations on

1. The strengthening of a gender equality perspective in UNICEF's work and the development of partners capacity in integrating gender equality,
2. The modification of policy and programme guidance, where appropriate
3. Resourcing, structures and accountability at all levels for gender mainstreaming in UNICEF

Phase 2 - Facilitated Strategy Development and Action Planning

Based on the results of Phase 1, to support UNICEF through a facilitated process to develop a UNICEF strategy for integrating gender equality together with a Plan of Action for its effective implementation throughout the organization.

SCOPE OF THE EVALUATION

The evaluation will make assessments at all levels of the organization - HQ, regional, country. The evaluation will be undertaken in accordance with United Nations Norms and Standards for Evaluation. The questions to be answered by the evaluation include:

Policy and Strategy

1. How has UNICEF's approach to gender equality evolved over time?
2. Does the current UNICEF gender policy properly interpret the framework for gender equality as per the relevant UN and other conventions, institutions and reporting mechanisms?¹²
3. Does gender mainstreaming remain the most appropriate strategy for UNICEF to contribute to gender equality?
4. Does current policy require updating and if so, how?
5. How relevant is UNICEF gender policy to operational contexts including the new aid environment, the MDGs, and new organisational priorities and operating frameworks emerging from the Organisational Review?
6. Is UNICEF's approach to gender mainstreaming consistent with the Human Rights Based Approach to Programming? Is UNICEF clear how the two concepts relate?
7. Is UNICEF focusing on gender-based inequalities between boys and girls or on women's rights and empowerment as it intersects with children's rights?

Programming process

1. How well aligned are UNICEF planning, situation monitoring, performance monitoring, research, evaluation, and knowledge management, with the principles of gender mainstreaming as defined by the ECOSOC and UNICEF gender policy?
2. How well is existing programme guidance on the incorporation of gender equality into programming being applied (including country level gender strategies)? Is the guidance relevant, readily understood and used? What are the gaps in existing programme guidance? How can it be strengthened/improved?

¹² Including the Convention on the Rights of the Child, the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW), the Commission on the Status of Women (CSW), the Division for the Advancement of Women (DAW), the UN Inter-Agency Network on Women and Gender Equality (IANWGE) and member states' reporting to the UN on the Beijing Plan for Action (BPfA).

3. How does the incorporation of gender equality into programme design and implementation differ between MTSP Focus Areas? What is the reason for any differences?
4. How well is gender equality perspective reflected in the UNICEF Core Commitments for Children in Emergencies? Is it being applied?
5. How clear is UNICEF programme guidance on the relationship between the achievement of gender equality and the promotion of women's rights and the intersection between children's rights and women's rights?
6. How well are UNICEF goals for gender equality defined and understood within UNICEF?
7. How well articulated is a gender equality perspective within UNICEF's Results Based Management Approach? Is there guidance on how results can be defined and monitored? Are gender equality outcomes reported on?

Building Partner capacity

1. How effectively has UNICEF engaged in the development of partners' capacity in integrating gender equality in programmes and policies?
2. How effective has UNICEF been in supporting the institutionalisation of a gender equality perspective in national development plans and their implementation?
3. Does UNICEF have a clear picture of the role it should be playing in strengthening a gender equality perspective in other institutions (government and other partners)?
4. Do partners consider UNICEF's support relevant to their work on promoting gender equality?
5. Has UNICEF capacity building of partners on the principles and application of a gender equality perspective led to long term sustainable changes in capacity?
6. Have counterparts, partner organisations and communities taken up gender equality as an explicit goal as a result of UNICEF sponsored interventions?

Results achieved

The evaluation is not designed to provide a comprehensive global assessment of UNICEF's impact on gender equality goals. Rather, the evaluation will use a case study approach to assess the impact (positive or negative) of Country Programmes on gender equality at community and national level in both development and humanitarian contexts. The evaluation will then look at examples where UNICEF has made a significant contribution to determine:

1. What positive results have been achieved?
2. What are/were the enabling factors and processes (within and external to UNICEF)?
3. What part have partnerships played and what was UNICEF's relative contribution?
4. What lessons can UNICEF learn for wider application?

Organisation

1. How well have organizational structures (including posts, units, Gender Focal Point mechanism, working groups) allowed gender mainstreaming to be effectively understood and implemented?
2. What are the institutional barriers to UNICEF contributing to the achievement of gender equality results?

Financial Resources

1. How adequate were the core and non-core financial resources applied to the implementation of gender mainstreaming. Were these resources used cost-effectively? Are more cost effective forms of investment in alternative mechanisms available?
2. How effective has UNICEF been in raising funds in support of its work on gender equality?

UN Coherence

1. How clear is UNICEF's role in gender mainstreaming in relation to those of other UN and international entities (UNIFEM, UNFPA etc), and how well does UNICEF collaborate on means of achieving of gender equality with these entities?
2. How effective has UNICEF been in supporting the institutionalisation of a gender equality perspective in interagency processes (including PRSP, CCA/UNDAF, UNDG, IANWGE, IASC initiatives).

3. What has UNICEF's role been in promoting gender equality in the process of UN Reform? How is this likely to evolve and how might it be strengthened?

Leadership/Management

1. How well has senior management (including the Executive Director and her deputies, the Global Management team, the regional directors and country representatives) led the implementation of UNICEF's policy commitments to gender equality and women and girls empowerment
2. How well has UNICEF determined the accountability for, and management of, the integration of gender equality? Are there clear accountability and compliance mechanisms?

Monitoring and evaluation

1. How well is a gender equality perspective reflected in situation and performance monitoring at global, regional and country levels (including Annual Reports), including any gaps in indicators?
2. How well is a gender equality perspective currently addressed in evaluation practices at global, regional and country levels?

Internal Capacity development

1. How effective are current training approaches for gender equality, including the selection and coverage of participants? How appropriate are the gender modules in UNICEF training programmes? What are the constraints to the delivery or inclusion of the gender modules in UNICEF training?
2. How well is UNICEF measuring the impact of its capacity development activities in gender equality?

Human resources

1. What human resources are being applied to gender equality at headquarters, regional and country levels (including breakdown by staff type, level and gender)?
2. How well is work on gender equality reflected in the Key Assignments of staff?
3. How well is the gender focal point network functioning (including selection of gender focal points) and how is it interacting with interagency structures and capacities?
4. How well do UNICEF staff understand; gender and development, gender equality, gender analysis, gender mainstreaming, women's empowerment and related concepts?
5. How well is UNICEF policy on gender equality known and understood among staff (assessed by staff type and level)? How do staff interpret the policy?
6. How well positioned are UNICEF staff to apply these concepts in UNICEF programming, advocacy and communications?
7. To what extent do UNICEF staff have the cultural and gender awareness which enable achievement of the gender equality results?

Exclusions

Gender parity is being addressed by a newly appointed Gender and Diversity Adviser following a 2006 consultants report on this subject. The evaluation will address issues of gender parity in UNICEF staffing only in so far as they may affect UNICEF's capacity to implement the policy on gender equality.

PROCESS AND METHODOLOGY

The evaluation will be conducted in two phases. Phase 1 will run from March to July 2007 and Phase 2 from September to November 2007. During Phase 1, the Evaluation Office will act as task and contract manager and as secretariat to the Steering Committee. Phase 1 will comprise the following stages (some overlapping – see work plan below):

Preparation

Preparation and adoption of TOR; recruitment of the evaluation team, establishment of the Steering Committee and the Reference group

Documentation

Compilation of key documents relevant to the evaluation prior to the start of the evaluation

Inception

Validation and adoption of Terms of Reference by the Steering Committee; selection of country case studies; the evaluation team to review key project documentation, meet with the evaluation manager and stakeholders in New York, submit an inception report identifying key issues, the proposed final TOR, work and travel plan, methodology, interview lists, country cases, and report structure for discussion with Evaluation Office and the agreement of the Steering Committee (inception report not more than 20 pages) The Inception report will be used to confirm a common understanding of the purpose, objectives, scope, timescales, and methodology for the evaluation between UNICEF and the evaluation team and between Steering Committee and Reference Group members. The Inception report will include:

1. Overview of the evaluation purpose and objectives
2. Expectations of Evaluation
3. Roles and Responsibilities
4. Evaluation Framework and Methodology
5. Information Collection and Analysis
6. Reporting
7. Work Scheduling

Desk Review

Review of UNICEF's documents produced at HQ, regional and country levels (i.e. previous evaluations, Annual Reviews on the gender mainstreaming, Analysis of Gender Mainstreaming in UNICEF reporting, and UNICEF's MTSP etc.). Review of existing planning, monitoring and evaluation materials (e.g. PPPM, interim reports, field visits' reports, guidance for HQ, RO and Country Offices Annual Reports, annual updates of the PPTM, questionnaire for the MTR/MTSP and other similar documents).

Further Interviews

Interviews with staff, UN agencies and other partners, including and UNICEF Board members promoting and applying gender mainstreaming. Phone interviews with key internal and external stakeholders, especially selected regional and country offices not included in the field missions; interviews with independent gender experts, as necessary.

Country Case Studies

Visits to six Country Offices (to be selected by the Steering Committee) of approximately 10 working days and each involving 2 consultants per case. At least two of the countries will have (or recently have had) major UNICEF humanitarian programmes; interviews with UNICEF personnel, representatives of other UN sister agencies involved in gender mainstreaming, government and other partners; and community level field work. The first of the 6 country cases will be used as a pilot to test and review methodologies. A brief report will be produced on each country case (max 8 pages).

On-Line Survey and Comment

On-line internal Survey on gender mainstreaming and an Intranet 'Have your Say' page to be set up by the Evaluation Office, with analysis by the evaluation team.

Draft Report

Preparation of draft report; preparation and presentation of findings to the reference group, at a UNICEF office (Europe, Middle East or other cost-effective location).

Consultation Phase

Reference Group and Steering Committee to comment on the draft report. Evaluation team to compile and respond to comments and amend the evaluation report accordingly.

Final Report

Final changes and acceptance of the report by the Steering Committee.

Phase 2 - Strategy and Plan of Action Development

In Phase 2, the management of the project will pass from the Evaluation Office to the Division of Policy and Planning (DPP) which will act as the task manager and secretariat to the Steering Committee. On behalf of the Executive Director, the Deputy Executive Director will provide direct leadership to the implementation of a Plan of Action and will chair an Implementation Group to guide and oversee its implementation. Phase 2 will be conducted as follows:

Consultation

A consultation with the Evaluation Reference Group convened by DPP where the recommendations of the Evaluation will be discussed, facilitated by the evaluation consultants.

Development of Strategy and Plan of Action

DPP to draft a Plan of Action for institutional change based on the outcomes of the consultation, supported by the evaluation consultants. The draft Plan of Action to be reviewed by the reference group, then shared for comment with ROs and COs. The Plan of Action will include the financial resources required for the strategy to be implemented and a monitoring plan for measuring change at HQ, RO and CO levels.

Finalise and Launch

The final draft strategy and plan of action is to be a) presented to the Programme Group Management Team for comment, b) agreed by the Steering Committee and c) presented to the Global Management Team for approval. The Plan of Action will be launched at a global Gender Advisor's meeting in the first quarter of 2008.

ACCOUNTABILITY AND MANAGEMENT

Steering Committee (SC)

The SC will be chaired by UNICEF's Deputy Executive Director and will include senior representatives of relevant divisions for example DPP, EO, PD and EMOPS as determined by the Chair. The SC may also include representatives of Board members (1 donor, 1 programme country). The SC will meet monthly on average during phases 1 and 2). The Steering Committee is responsible for advising the Chair on the following:

- Agreement of the Terms of Reference
- Oversight of the consultants short-listing and selection processes
- Approval of key aspects of Evaluation design and processes and any adjustments to TOR's
- Ensuring the Evaluation process (internal and external phases) involves key stakeholders adequately, to ensure ownership of analysis and recommendations
- Approval of Evaluation products
- Decision on a post-Evaluation dissemination strategy
- Approval of the final report
- Presentation of the Phase 1 report and update in the development of the Plan of Action to the September 2007 Board Meeting.

Once the Phase 1 Evaluation is completed, the Chair (Deputy Executive Director) will form an Implementation Group, which, for continuity will include some members of the Steering Committee. This group will issue a) a management response in response to the Evaluation findings and recommendations and later b) an action plan, with a follow-up mechanism, based on the results of Phase 2.

Reference Group (RG)

The Evaluation RG will be composed of the Gender Focal Points. The RG will work by email and will meet once to consider the draft findings of the Phase 1 evaluation. The RG will comment on the inception report, the first draft report and final reports. Group members will also be involved in the development of the revised mainstreaming strategy.

UNICEF Evaluation Office (EO)

EO will be accountable for the overall management of Phase 1 of the Evaluation and will designate a focal point as task manager for the evaluation, including contracting the consultants, supervising and supporting the Evaluation Team and liaising with the Steering Committee and Reference group.

EO will open and announce an 'Have your Say' intranet page, asking UNICEF staff to comment on gender mainstreaming in UNICEF, to identify good practice examples in UNICEF or elsewhere, and how it can be improved (questions to be agreed with the evaluation team and the reference group).

The Evaluation Office will also launch an internal Internet-based survey of UNICEF staff (scope to be determined) to gain inputs which can supplement country case study findings. The survey will be prepared in consultation with the evaluation consultants and the reference group. The survey analysis will be undertaken by the evaluation team and incorporated into the evaluation findings.

EVALUATION PRODUCTS

1. Evaluation Methodology and Work Plan
2. Evaluation work-plan
3. Inception report
4. Analysis of the On-Line survey and Intranet inputs
5. PowerPoint Presentations files for: Phase 1 provisional findings workshop, Phase 1 final draft report, Phase 2 Workshop outlines and materials
6. Draft and Final Evaluation Reports according to UNICEF standards for evaluation reports
7. Phase 2 Revised strategy and Plan of Action for UNICEF's contribution to gender equality

The Phase 1 Evaluation Report will include recommendations on:

1. A readily understood framework for concepts relating to gender equality.
2. The improvement of policy and strategy, targeting each of the 5 Focus Areas of the current MTSP, and including UNICEF's humanitarian response.
3. How UNICEF can best contribute to UN coherence especially at country/UNCT levels but also at regional and HQ levels.
4. How UNICEF can engage partners (especially national government and civil society) in gender equality and assist them in developing their capacity.
5. How UNICEF can develop its internal capacity in gender mainstreaming.
6. UNICEF structures, staffing, financing and fund raising for gender mainstreaming.

The evaluation report will include a discussion of findings using the five OECD/DAC evaluation criteria for development assistance - Relevance, Efficiency, Effectiveness, and to a lesser extent, Impact and Sustainability.

The evaluation report will not exceed 50 pages, including an Executive Summary. In addition, Annexes will include: the TOR, description of methodology, list of background materials used, interview reports, list of people interviewed, power point presentations and workshop materials, country case studies, and short resumes of the consultants. The Annexes will include an analysis of strengths and weaknesses of the evaluation process, and the extent to which each evaluation question was covered. Evaluation Products will be prepared in English and submitted to UNICEF electronically via e-mail and on CD-Rom in MS Word.

THE EVALUATION TEAM

Composition

It is anticipated that the evaluation will be undertaken by an international consultancy company and that the evaluation will be comprised of international, regional and local consultants with diverse backgrounds. The time period for the evaluation is fairly limited therefore the team must be equipped to undertake multiple tasks simultaneously. During the field work stage the evaluation team will need to include at least 5 consultants to manage parallel tasks. Consultants must have a mix of relevant experience linked to mainstreaming gender, experience in leading evaluations, regional and cross-regional experience, knowledge of evaluation methodology, and UN and/or NGO experience. The team members should have experience of working cross-culturally in development and/or humanitarian action. Phase 2 will require only 1-2 consultants.

Positive consideration will be given to teams with gender balance and which include regional and/or national evaluation consultants with relevant experience.

Responsibilities

Under the guidance of the UNICEF Evaluation Office and the SC, the Evaluation Team (and specifically the team leader) will be responsible for:

1. Further developing and agreeing the final TOR and methodology;
2. Implementing the Evaluation with adequate attention to building ownership of common analysis and recommendations;
3. Development and testing of data collection tools, including questionnaires, interview questions and focus group protocols;
4. Development of any databases needed for processing quantitative and qualitative data;
5. Systematic data collection and data processing;
6. Design and facilitation of workshops or meetings;
7. Preparation and delivery of draft and final reports and presentations;
8. Ensuring that the evaluation manager is regularly and fully informed of the progress of the evaluation including any challenges encountered, possible causes of delays and issues for UNICEF to resolve. These will be included in short bi-weekly status report (2 sides), according to a standard Evaluation Office format;
9. Completing the evaluation on time and within budget;

Specification

As a whole, the Evaluation team must offer the following demonstrated experience, knowledge and competencies:

- Significant knowledge and experience of evaluation concepts and approaches;
- Good knowledge of the UN system, national programmes, INGOs and IGOs;
- Recent experience with gender equality issues and knowledge of mainstreaming gender equality into policies/programming/development; knowledge of gender related strategies in like organisations;
- Sound understanding of human rights based approaches;
- Consultancy experience in developing countries;
- Facilitation skills, particularly design of stakeholder consultations exercises;
- Strong quantitative and qualitative data collection and analysis skills;
- Additional language skills in two UN languages – French and Spanish (Russian and Arabic may also be relevant depending on county case selection);
- Excellent analytical skills and communication skills;
- Demonstrated writing skills in English;
- Computer literacy with specific regard to Word, Excel and Power Point;
- Post-graduate degree in social sciences or international development.

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The Team leader must have demonstrated capacity in evaluation and strategy development, especially related to gender equality and gender mainstreaming. Ideally the team leader will be a known leader in the field. The team leader should have:

- Minimum fifteen years working experience in international development and very good understanding and experience of the UN system;
- Experience in conducting and leading corporate/organizational evaluation;
- Experience in assessing institutional capacities on gender;
- Sound knowledge of and/or experience with mainstreaming gender equality to policies/programming/development, and human rights based approaches;
- Excellent analytical skills and communication skills;
- Demonstrated excellent report writing skills in English;
- Computer literacy with specific regard to Word, Excel and Power Point;
- Post-graduate degree in social sciences or international development

The team members should have ten years (for mid-level consultants) and five years (for junior consultants) experience in development, with specialisation in gender, social development, women's rights, and international human rights instruments, especially the CRC and CEDAW.

More documentation on UNICEF's gender commitments and activities can be found on UNICEF Website: <http://www.unicef.org/gender/>

Time Horizon Gender Mainstreaming Evaluation – (Phase 1 only) – PROVISIONAL

	JAN		FEB				MAR				APR				MAY				JUN			JUL					
	22	29	5	12	19	26	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25		2	9	16
Complete TOR		X																									
Form Steering Group/meetings			X	X			X						X														
Advertise		X																									
Closing						X																					
Assess bids						X																					
Interview							X																				
Appoint								X																			
Start Phase 1									X																		
Prepare documentation							X	X																			
Inception phase										X	X																
Document Review										X	X	X															
Inception Report												X															
Further New York interviews												X	X	X													
Select Countries							X																				
Communicate with and prepare countries								X	X																		
Prepare consultants travel										X	X	X															
Field work 6 countries																											
Team 1 3 countries													X	X		X	X	X	X	X							
Team 2 3 countries																X	X	X	X	X							
Field work 2 regional offices - no include them in field missions																	X	X									
Analysis, prepare draft, prepare																					X	X	X				

GENERAL TERMS AND CONDITIONS

1. ACKNOWLEDGEMENT

Signing and returning the acknowledgement copy of a Contract issued by UNICEF or beginning work under that Contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

2. DELIVERY DATE

Delivery Date to be understood as the time the Contract work is completed at the location indicated under Delivery Terms.

3. PAYMENT TERMS

- (a) UNICEF shall, unless otherwise specified in the Contract, make payment within 30 days of receipt of the Contractor's invoice, which is issued only upon UNICEF's acceptance of the work specified in the Contract.
- (b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the Contract.
- (c) The prices shown in the Contract cannot be increased except by express written express agreement by UNICEF.

4. TRAVEL AND LIVING EXPENSES

UNICEF will reimburse the Contractor for expenses incurred exclusively in connection with the performance of the services under the Contract in accordance with the Contractor's own policy, subject to such expenses not exceeding UNICEF's policies in effect at the time the expenses are incurred. UNICEF will provide the Contractor with UNICEF travel and accommodation policies and updates thereof.

5. DISPUTE OVER INVOICED AMOUNT

- (a) All payments made by UNICEF to the Contractor shall be payable by UNICEF only in response to the Contractor's original and accurate invoices. The invoices shall be submitted not more frequently than once a month and shall contain as a minimum:
 - the UNICEF contract number,
 - a description of the services performed,
 - the beginning and end dates during which the invoiced services were provided and the name of the individual(s) who provided the services;
 - the number of hours worked for each individual,
 - the applicable hourly / daily rate for each individual,

- detailed travel and accommodation expenses,
 - total amount invoiced.
- (b) The invoice shall be accompanied by supporting documentation sufficient for UNICEF to identify the payment requested in relation to the relevant provision of the Contract, project plan and schedule.
- (c) UNICEF will notify the Contractor, within fifteen (15) days following receipt of an invoice, if UNICEF intends to dispute the invoice or a portion thereof. The notification will include a brief explanation of the reasons why UNICEF disputes the invoice. UNICEF and the Contractor will consult in good faith to promptly resolve outstanding issues.
- (d) UNICEF shall make full payment against the Contractor's invoice within thirty (30) days of the receipt of the invoice, unless UNICEF disputes the invoice or a portion thereof. In cases of a dispute regarding only a portion of an invoice, UNICEF shall pay the Contractor the amount of the undisputed portion within thirty (30) days of the receipt thereof. Once a dispute has been resolved, UNICEF shall pay the Contractor within thirty (30) days following the resolution of such dispute.

6. LIMITATION OF EXPENDITURE

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorised or paid to the Contractor unless such changes have been approved by the contracting authority through an amendment to this Contract prior to incorporation in the work.

7. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Contractor authorises UNICEF to deduct from the Contractor's invoice any amount representing such taxes or duties charged by the Contractor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognise the UN exemption from such taxes, the Contractor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

Accordingly, the Contractor authorises UNICEF to deduct from the Contractor's invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorised the Contractor to pay such taxes, duties, or charges under protest. In that event, the Contractor shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

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8. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent Contractor vis-à-vis UNICEF. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

9. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

10. REPLACEMENT OF PERSONNEL

UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF's selection.

If one or more key personnel become unavailable, for any reason, for work under the Contract, the Contractor shall (i) notify UNICEF at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of personnel.

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of the replacement personnel in sufficient detail to permit evaluation of the impact on the engagement.

Acceptance of a replacement person by UNICEF shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

11. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the actions or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

12. INSURANCE AND LIABILITIES TO THIRD PARTIES

- (a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.
- (c) The Contractor shall also provided and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- (d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - (i) Name UNICEF as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF;
 - (iii) Provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

13. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of its services under this Contact. The Contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNICEF.

14. ENCUMBRANCES AND LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNICEF against any monies due or to become due for any work done or materials furnished under his Contract, or by reason of any other claim or demand against the Contractor.

15. TITLE TO EQUIPMENT

Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such

equipment when returned to UNICEF, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

16. COPYRIGHT, PATTERNS AND OTHER PROPRIETARY RIGHTS

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regards to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this Contract. At UNICEF's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assists in securing such proprietary rights and transferring them to UNICEF in compliance with the requirements of the applicable law.

17. CONFIDENTIAL NATURE OF DOCUMENTS

- (a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UNICEF authorised officials on completion of work under this Contract.
- (b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorisation of UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- (a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.
- (b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 14, "Termination" , except that the period of notice shall be seven (7) days instead of thirty (30) days.

- (c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

19. TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the Contract, or fails to perform any of the terms, conditions, or obligations of the Contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefits of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the Contract arises out of force majeure.

Upon termination of the Contract, UNICEF may require the Contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this Contract. Subject to the deduction of any claim UNICEF may have arising out of this Contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

20. SUB-CONTRACTING

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF of all subcontractors. The approval of UNICEF of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-Contract shall be subject to and in conformity with the provisions of this Contract.

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21. ASSIGNMENT AND INSOLVENCY

The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

22. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

23. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNICEF or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

24. PROHIBITION ON ADVERTISING

The Contractor shall not advertise or otherwise make public that the Contractor is furnishing goods or services to UNICEF without specific permission of UNICEF.

25. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation rules then obtaining, or according to such other procedure as may be agreed between the Parties.

Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

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26. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the United Nations, including its subsidiary organs, are not waived.

27. CHILD LABOUR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention which inter alia requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

28. ANTI-PERSONNEL MINES

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

29. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorised official of UNICEF.

21 March 2004