

Annex B: TERMS OF REFERENCE (TOR)
RFPS FOR THE PROVISION OF DIGITAL INTELLIGENCE AND SEO SERVICES

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IMPORTANT NOTES: The TECHNICAL PROPOSAL and accompanying documents shall be completed and returned by the Proposer in a separate email totally separated from the COMMERCIAL PROPOSAL.

To facilitate responses, we have provided the documents in editable form so that the Proposer can insert answers directly in the document (rather than retyping). However, please note that UNICEF valid requirements are the ones indicated in the PDF version and that the Proposer is not permitted to modify them in any way. Modifications of our stated requirements will be reason for disqualification of the proposal.

Please refer to RFPS document - Instructions to Proposers for detailed information on the submission of proposals, particularly Sections 1. Marking and Returning of Proposals (including 1.1. to 1.6) and Section 1.2 (E-mailed proposals).

As per above mentioned document, **Technical Proposal and Commercial Proposal must be submitted as separate EMAILS.** The size of each EMAIL (including attachments) should not exceed twenty-five (25) megabytes; however, Proposer may structure the proposal in several batches of EMAILS.

Proposer shall complete, as appropriate, each email subject line with the following information:

- RFPS-NYH-2026-503962, [Company Name], Technical Proposal - Submission [#] of [#];
- RFPS-NYH-2026-503962, [Company Name], Commercial Proposal - Submission [#] of [#];

EMAIL links are not acceptable. Bids submitted as a link will be disqualified. No price information should be provided in the Technical Proposal. Note that failure to follow the submission instructions will result in invalidation of your proposal

I. BACKGROUND AND CONTEXT

UNICEF's Division of Global Communication and Advocacy (DGCA) works to put children at the heart of social, political and economic agendas, by being the leading voice, brand, advocate and partner for the rights of every child.

UNICEF's web platforms are core to the implementation of our communication and advocacy strategy, as they deliver authoritative, up-to-date, search- and AI-optimized content on the situation for children worldwide and UNICEF's activities across a wide range of global issues.

The default hosting solution for our websites is the Acquia centralized platform for UNICEF. The Content Management System (CMS) is Drupal. Currently, there are 176 public Drupal sites operated by UNICEF offices around the world.

The CMS is supplemented with a digital intelligence infrastructure through Google Tag Manager (GTM). Google Analytics 4 is used for measurement and reporting, with over 180 properties currently included in the account structure, allowing UNICEF staff from offices around the world to review and monitoring their own website traffic. Each country office website is also connected to a dedicated Google Search Console account, supporting Search Engine Optimization (SEO) strategies with visibility into search performance, indexing status, and core web vitals. In addition, Looker Studio dashboards have been configured to facilitate data access and communication.

With the shifts brought by AI-generated answer engines. UNICEF is extending its digital intelligence infrastructure to cover GEO monitoring and AI search visibility and is seeking a vendor to support this evolution.

II. PURPOSE AND OBJECTIVES

The purpose of this Request for Proposal for Services (RFPS) is to seek proposals from qualified vendors to establish a Long-Term Arrangement for Services (LTAS) for the provision of digital intelligence services, including for digital analytics, SEO and GEO across UNICEF's digital ecosystem.

The specific objectives are to:

- 1) Provide expert guidance to inform strategic decision-making on digital analytics, SEO, and GEO, including monitoring industry trends and advising on emerging tools and methodologies;
- 2) Audit and current GTM set up, including cleanup of existing tags as needed;
- 3) Maintain and optimize the existing GTM configuration for UNICEF's web ecosystem;
- 4) Evaluate and, if recommended, lead the implementation of Server-Side GTM where beneficial;
- 5) Address new GTM operational requests for marketing and analytics configuration and deployment (e.g., new website launches, marketing pixels, Meta CAPI, consent mode);
- 6) Set up datasets and queries on Cloud databases (e.g. Google BigQuery) to extract data required for analysis and dashboards;
- 7) Govern and optimize the existing Google Analytics 4 infrastructure for UNICEF websites globally;
- 8) Address new Google Analytics 4 operational requests for setting up properties, configuring settings, and establishing connections with other platforms (e.g. Google Ads);
- 9) Manage Google Search Console accounts across UNICEF's 176 sites, supporting the monitoring of index coverage, Core Web Vitals, and search performance, and escalating technical platform findings to the relevant UNICEF team. Configure and maintain SEO/GEO intelligence tools;
- 10) Support in identifying and configuring a tool to monitor UNICEF's visibility in AI-generated search responses across key search, chat, and assistant platforms, including GEO-specific competitor benchmarking against peer organizations and defining KPIs and baselines for AI search performance;
- 11) Facilitate access to analytics data through the development and maintenance of Looker Studio dashboards and other reporting tools, including cross-channel reporting integrating SEO, GEO, and campaign performance;
- 12) Support capacity building by developing and delivering customized training for UNICEF staff on digital

intelligence, GA4, and GEO;

- 13) Provide technical guidance and support on tracking and measurement to the web development and platforms teams as relevant.

To accomplish these objectives, UNICEF must rely on a vendor with deep expertise in digital analytics, SEO, and GEO, including the ability to monitor UNICEF's visibility in AI-generated search results, define and track success metrics across both traditional and generative search, and build analytics capability across a large, decentralized organization.

III. SCOPE OF WORK – ACTIVITIES

The ability to quickly implement solutions and manage tasks is integral to this scope of work. The selected contractor(s) will proactively provide recommendations, technical expertise and advice on all aspects mentioned in this document.

A GTM infrastructure for unicef.org websites is already in place, as is the Google Analytics set up for over 180 properties. UNICEF is seeking to maintain and optimize the current technical set up and support technical implementation for new websites launched on our Drupal platform. In addition, UNICEF is seeking to gain insights on our platform's positioning in traditional and AI-driven search and seeks the support of the vendor to configure and maintain SEO/GEO intelligence tools.

Some of the specific tasks expected include:

GTM & Tracking Infrastructure

- Review the existing GTM container setup and identify opportunities for optimization of tags, triggers and variables.
- Address new GTM operational requests following the GTM container update testing protocol, with stage site testing where required.
- Support remarketing campaigns including management of existing pixels, configuration of new pixels, and Meta CAPI implementation.
- Provide technical guidance to the web development and platforms team on tracking implementation, cross-domain tracking projects, and measurement strategy for new site launches.
- Support consent mode integration or coordination with the consent banner on GTM side, working closely with the platforms and development teams.

Server-side GTM

- Evaluate the feasibility and benefits of Server-Side GTM and, if recommended, lead implementation and migration:
- Evaluation and recommendation
 - Assess the feasibility and benefits of server-side tagging for unicef.org.
 - Audit the current GTM/GA4 setup and document all tags, data collected and consent handling.
 - Quantify the expected gains in data quality using measured data from unicef.org rather than industry benchmarks.
 - Define the deployment design for hosting the service in UNICEF –owned cloud environment (Azure) in consultation with UNICEF DID, including sizing, security, cost and operational ownership.
 - Assess data protection implications, including what personal data would pass to each destination.
 - Deliver a written recommendation with a clear go/no-go, presented to stakeholders.
- Implementation and migration (**Subject to a decision to proceed**)
 - Configure the tagging server on UNICEF-hosted infrastructure and set up the first-party subdomain, working with UNICEF DID.
 - Migrate the agreed tags from client-side to server-side, enforce consent at the server, and implement monitoring and alerting.
 - Run parallel collection to validate data parity before a planned cutover with rollback.

- Hand over documentation and training to the analytics team, with a defined post-launch support period.

Google Analytics 4

- Govern and optimize the existing GA4 infrastructure across 180+ properties.
- Address new GA4 operational requests including setting up properties, configuring settings, and establishing audiences and connections with other platforms (e.g. Google Ads).
- Set up datasets and queries on Cloud databases (e.g. Google BigQuery) to extract data required for analysis and dashboards.
- Monitor data quality and integrity across the property portfolio and flag anomalies.

Google Search Console & SEO/GEO Tooling

- Manage Google Search Console accounts across UNICEF's 176 sites, including access governance, and sitemap validation and flagging and routing technical errors (e.g. index coverage anomalies, crawl budget trends, structured data errors) to the platforms team.
- Configure, maintain, and govern SEO/GEO intelligence tools (e.g., SEMRush, Conductor, or equivalent) to support keyword tracking, rank monitoring, and backlink analysis.
- Help identify and configure solutions to monitor UNICEF's visibility and positioning in AI-generated search responses across key platforms including Google AI Overviews, ChatGPT, Gemini, Perplexity, and Microsoft Copilot.

Unified Data Warehouse with AI-Powered Analytics Layer.

- Design and implement a centralised data warehouse that consolidates web and digital performance data from multiple sources, including Cloudflare traffic and security logs, GA4 data stored in BigQuery, and social media platform analytics, into a single, consistent data model.
- On top of this foundation, deploy an AI analytics layer to automate recurring reporting, surface trends and anomalies, and allow staff to query performance data in plain language, reducing manual reporting effort and enabling faster, evidence-based decisions.

Dashboards & Reporting

- Develop and maintain Looker Studio dashboards for UNICEF regional and country offices, ensuring data accessibility for 150+ offices.
- Develop cross-channel reporting integrating SEO, GEO, and campaign performance data.

Capacity Building & Training

- Develop and deliver customized training sessions for UNICEF staff on agreed topics (e.g. GA4, GTM basics, GEO metrics, dashboard use); up to 5 hours per quarter, recordable by UNICEF with materials shared for internal use.
- Provide ad hoc advisory support and documentation to help UNICEF staff self-serve on analytics and SEO/GEO tools.
- Research and share key insights into industry trends related to digital intelligence, AI search, and GEO as they emerge.

IV. CONTRACTUAL APPROACH

The LTAS will be valid for an initial period of five (5) years with an option for UNICEF to be extended for additional period of 24 months with the same terms and conditions, at the discretion of UNICEF and subject to the satisfactory performance by the vendor(s) and UNICEF's needs. Extensions will be exercised in any combination of time at a time (i.e. 6 months, 12 months, 24 months etc.) and at the sole discretion of UNICEF.

The LTAS shall be a mutual agreement between UNICEF and the vendor(s) to provide the required services at agreed fees over a period of time. Once the LTAS is established, specific orders will be placed through standard UNICEF Corporate Contracts using the terms and conditions agreed in the LTAS and the agreed rate/fee stated in the LTAS will be used to calculate the contract amount.

The modality of engagement will be on a time and material basis and payment will be due monthly (30 days net) based on the timesheets approved by the UNICEF's designated Officer.

Annex C will provide the itemized cost of the different activities/milestones that make up each task as well as the estimated effort (resources/rates) associated to each of them so UNICEF can have an idea of the level of effort and distribution of resources. The total cost of each Activity quoted by the vendor shall act as a maximum amount. However, invoicing will be based on actual days worked by the Contractor within the maximum amount.

The activities and associated costs included in Annex C are provided for evaluation purposes and to establish the LTAS, including the corresponding level of effort and agreed rates to be used for future requirements under the LTAS.

Payment terms: Net 30 days after receipt of accurate invoice(s) and satisfactory performance of all tasks/activities and timely receipt and acceptance of each activity by UNICEF.

The selected contractor will be required to work primarily with UNICEF's Division of Global Communication and Advocacy with the likelihood of coordination with consultants or local teams, depending on the market, language or program focus, and should be available to work primarily with GMT+2 time but also across other time zones. Travel is not anticipated for the delivery of the services.

The vendor (s) will be expected to work from its (their) own offices and to utilize its (their) own resources and consumables. The vendor(s) will not have access to any UNICEF resources or workspace, unless otherwise specified by UNICEF in a particular Corporate Contract awarded based on the LTAS.

V. PROPOSAL STRUCTURE, EVALUATION PROCESS AND AWARDS

V.1. Proposal structure.

Bidders must submit two separate proposals:

a) A Technical Proposal, containing all information related to the approach, methodology, team and qualifications, **but no financial information**.

The Technical Proposal shall contain the mandatory documentation identified below:

- **Company Overview:** brief general description of the organization submitting the proposal, including duly completed Annex B1.
- **Capacity:** provide evidence that demonstrates the experience and expertise relevant to the TOR, including (but not limited to): relevant publications, research products, references, work samples etc. Please provide links to, and/or short summary of key products and deliverables that you would like to highlight in your offer.
- **Client references:** Please provide at least 3 or more client references of previous experiences in providing the required services.
- **Organizational resources:** Describe the availability of resources including relevant equipment, facilities, and staff. Indicate the number of staff and offices (country, subnational (field) offices etc. of your institution). Describe which section/part of your organization will be responsible for partnering with UNICEF under the terms of the LTAS.
- **Project management and customer service:** The proposal should describe the company's approach to providing the services, including their approach to quality assurance, services outside of business hours, delays in timelines, correction of mistakes and mitigation of risk in these areas. Describe the potential risks that may impact quality or timely completion of expected results. Describe back-up measures that are put in place to mitigate these risks. Describe workflow for both emergency as well as non-emergency cases.
- **Technical expertise and approaches:** The proposal should include a maximum of 3 (three) case studies showcasing the expertise in the service categories outlined in this RFPS. Examples demonstrating management of multiple tasks, complex assignments at global, regional, country and sub-national

levels. Examples of adaptation or strategies and delivery of results across regions, multi country contexts and languages. It should include information covering the technical assessment questions in Annex B1.

- Additional documents. Attached to your technical proposal, include the duly completed Annexes B1, B2 (IF RELEVANT), B4, B6 and B7.

b) A Commercial Proposal, containing only the financial offer.

The commercial proposal must be submitted using the template provided as Annex C of the RFPS. Further instructions on financial proposals can be found in Annex C to the RFPS.

V.2. Proposal Evaluation

Proposals will be reviewed following a two-step process:

1. Technical evaluation:
 - a. Mandatory requirements (pass/fail)
 - b. Technical assessment (70 points)
2. Financial evaluation (30 points)
3. Overall Combined Technical/Commercial Score (100 points)

UNICEF will evaluate the Technical Proposals first and only open Commercial Proposals for technically responsive bids meeting a minimum technical score.

TECHNICAL EVALUATION

The vendors in the technical proposal should mandatorily address all aspects and criteria outlined in this TOR.

Proposals will first be technically assessed individually. It is essential that the relevant sections contain all necessary information, even if it has already been mentioned in another part of your proposal.

Technical proposals will be assessed based in the following steps:

Step 1. TECHNICAL ASSESSMENT OF MANDATORY REQUIREMENTS

Minimum/mandatory requirements are assessed on **pass or fail** basis. Mandatory requirements are indicated in the Annex B1- Technical Response Form with a **YES/NO**. Any vendor's proposal that cannot meet mandatory requirements will be disqualified as being technically unacceptable and rejected at this stage without further consideration. However, UNICEF also reserves the right to waive mandatory requirements in the following instances: a) If none of the submitted proposals meet all the mandatory requirements, UNICEF reserves the right to allow to pass to the next step of evaluation the proposals that in their sole discretion most closely meet the requirements; b) UNICEF also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of UNICEF.

Step 2. TECHNICAL ASSESSMENT OF SCORED CRITERIA (Over 70 points)

The vendors in the technical proposal should address all aspects and criteria outlined in this TOR. Preferred requirements are indicated in the Annex B1- Technical Response Form.

With regards to the score criteria, the methodology for allocation of the maximum points indicated in the Technical Evaluation Scoring Criteria is as follows:

SCORING CRITERIA EXPLANATION	% OF MAXIMUM SCORE
No information provided/Did not meet the requirement	0%
Partially met the requirement	50%
Mostly met the requirement	75%

Fully met the requirement	100%
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Evaluators may assign any score between 0% and 100% of the maximum points per criteria to reflect the degree of compliance with the criterium being evaluated. The percentages above are indicative reference points and should not be interpreted as the only possible scoring options.

UNICEF will set a minimum technical score of 60 out of 100 for a proposal to be considered technically responsive before commercial evaluation. UNICEF reserves the right to waive this requirement in the event that no proposals achieve the minimum technical score, where it is deemed to be in UNICEF's best interest to do so.

The points obtained by each company will be multiplied by the weight factor (0.7) in order to get the weighted technical evaluation. The maximum weighted technical evaluation will be 70 points.

COMMERCIAL EVALUATION

Only the financial proposals of vendors that have successfully passed the technical evaluation will be opened and evaluated. The commercial envelope **must be separated** from the Technical Proposal and clearly marked.

Bidders are required to submit financial proposals using the template provided in Annex C of the RFPS.

The Financial Proposal Template (Annex C) has been specifically designed to facilitate UNICEF's financial evaluation of vendor proposals. Proposals submitted in any format other than Annex C will be disqualified from consideration.

Further instructions on financial proposals can be found in Annex C to the RFPS.

The Commercial Proposal shall include:

- Duly completed Annexes C1, C2 and C3.
- The proposed Rate Card and team composition shall be consistent with the team structure and roles proposed in the Technical Proposal.
- Any assumptions underlying the financial proposal, which shall be aligned with the proposed methodology and scope of services described in the Technical Proposal.

The financial evaluation will be conducted based on the monthly-cost financial proposal submitted in Annex C1 for the activities outlined in this TOR considering the potential full seven (years) of the LTAS. Please refer to the "Scope of Work - Activities" section of this TOR for detailed engagement requirements.

The Commercial evaluation will be assessed over a maximum of 30 points.

The methodology for allocating points among Commercial proposals is as follows:

$$\text{Score for price proposal X} = \frac{30 (\text{maximum points}) * \text{Price of lowest priced proposal}}{\text{Price of proposal X}}$$

OVERALL COMBINED TECHNICAL/COMMERCIAL SCORE (100 POINTS)

The overall combined (weighted technical evaluation + Commercial proposal) maximum of points that could be allocated to a Proposal is **100 points**.

Of the maximum combined points, the technical proposal overall score will account for 70 points and the commercial proposal score for 30 points.

V.3. Awards

UNICEF reserves the right to make multiple awards to bidder(s) who submitted technically compliant proposals. The awards shall be made based on the highest overall combined score (Technical + Commercial) proposal. Additionally, UNICEF may take into consideration any other criteria that UNICEF deems in its best interest. For example, UNICEF may consider diversity of geographical location among vendors to ensure optimal support of UNICEF's projects all over the world or any other consideration.

Cost and technical considerations will be considered when determining the best combination of providers. Vendors are informed that UNICEF reserves the right to reject any or all Proposals received in response to this RFPS and to negotiate with any of the proposers or other firms in any manner deemed to be in the best interest of UNICEF. UNICEF also reserves the right to negotiate and award separate or multiple LTAS for the elements/areas of work covered by this RFPS in any combination it may deem appropriate, and in its sole discretion award one or more LTAS to the firm or firms evaluated as being the most advantageous and the best value to UNICEF.

NOTE 1: The resulting LTAS will be open for use by Headquarters' divisions and offices of UNICEF throughout the world. UNICEF HQ will inform UNICEF field offices on the outcome of this RFPS and promote the LTAS across all levels of offices. The LTAS are designed to allow for field offices and HQ's to raise contracts directly and locally based on predefined Terms of Reference (TORs)/ Scope of Work (SOWs). UNICEF contracting offices will ensure that the process and negotiations comply with internal procedures and requirements.

NOTE 2: For the purpose of efficiency and to encourage potential synergies in the United Nations system, we also request that the selected vendor(s) accept to extend the outcome of this RFPS process to all other entities of the UN system, who could either piggy-back on the UNICEF LTAS (as is) or use the conclusions of this RFPS's selection process to negotiate and implement similar LTAS. Therefore, participating vendors shall recognize in their responses to the RFPS that all other UN entities, agencies, funds or programmes of the UN system, shall have the right to purchase the same or similar services from the selected vendor(s) at their sole discretion and under the same terms and conditions including pricing that would apply between UNICEF and the selected vendor.

VI. REPORTING AND RESPONSIBILITIES

The roles and responsibilities of representatives from the selected vendor(s) and UNICEF are outlined below. Roles and responsibilities may be defined in more detail in purchase orders/contracts created for specific projects based on the resulting LTAS. However, at a minimum:

Vendor is responsible for:

- Providing a single point of contact for overall LTAS' management
- Providing a single point of contact for each specific project (based on the type of services required);
- Submitting the project plan and timeline for each project
- Hosting regular project meetings and sending regular written reports to UNICEF on the progress against the agreed objectives
- Ensuring that each project remains within the agreed budget and alert UNICEF's project team if there is a need for any scope adjustment
- Documenting and informing UNICEF on key decisions related to business and technical requirements
- Submitting outputs in the format specified for the relevant service and/or project, including technical reports, training materials, webinar facilitation.

UNICEF is responsible for:

- Providing a single point of contact for overall LTAS' management
- Providing a focal point to lead on each specific project
- Providing regular and timely guidance and feedback on the project and deliverables
- Providing all relevant documentation, contact details for partners, introductions to counterparts, etc. as needed to complete the work

VII. SECURITY AND DATA SHARING AGREEMENT

The selected contractor should follow the UNICEF Security Requirements determined as Class II by the ICT security team based on UNICEF Security Classification Standards. Refer [Annex B5 – UNICEF Security Requirements for Class II Systems](#).

[UNICEF's Data Sharing Agreement \(DSA\)](#), attached as Annex B9, is provided as a reference template only. Where applicable, the Contractor may be required to enter into such agreement in relation to a specific engagement under the resulting Contract where access to or sharing of personal data is necessary for the provision of services.

VIII. PROJECT EXECUTION AND FUTURE CONTRACTS AWARDS

The winning bidder(s) will work directly under the supervision of the Digital Communications officer or may be instructed to interact directly with the markets under the supervision and in coordination with the project lead once the contract is awarded or later in the process.

In contracting stage, the TORs will be shared with LTAS holders on the basis of specific needs of UNICEF. LTAS holders will be allowed and encouraged to respond with submission of proposal(s) outlining, best approach, proposed team and price. The selection of the recommended proposal for the TOR will be made based on a combination of factors (i.e. qualifications and abilities of the proposed team, practical hands-on experience with similar solutions; proposed timeframes, methodology and approach, past performance as well as price). The evaluation of submitted response to a specific request will be subject to review by UNICEF, all terms and conditions including pricing will be based on the signed LTAS. UNICEF will not be committed to purchase any minimum quantity of services. UNICEF shall not be liable for any cost in the event that no purchases are made under any resulting LTAS.

ANNEX B1 - VENDOR RESPONSE GUIDELINES

To both facilitate the vendor's work when preparing an answer to this RFPS and to help UNICEF compare offers efficiently, all vendors are requested to use the following response templates.

Vendors who do not use or respect the instructions indicated in this template will be disqualified from the procurement process.

FOR ALL SERVICE CATEGORIES:

1. Company Overview	
Full company name:	
Address:	
Country:	
RFPS Contact Person and Title:	
Legal Status (e.g. Partnership, Private Limited Company, Government Institution)	
Year Established	
Number of Employees	
E-mail address:	
Tel:	
Web Site:	
Previous Supply Contracts with United Nations Organizations (over the last 3 years) <i>*Please provide supplementary documentation such as reference contact points.</i>	
Summary of any changes in your company's ownership during the last 5 years	
Pending lawsuits, if any;	
The most recent and last 3 (three) years Audited Financial Statements**.	

Note: You can add up to two pages max. of information about your company.

**Note: Lack of submission of three most recent last years Audited Financial Statements in the initial proposal would not lead to the disqualification of the company. However, Audited Financial Statements will be requested before awarding the final LTAS to ensure the vendor(s)'s financial stability as part of UNICEF due diligence process.

2. Technical proposal response form and applicable technical evaluation criteria

The following tables will provide UNICEF with the information necessary to perform the technical assessment component of this procurement process.

TECHNICAL ASSESSMENT OF MANDATORY REQUIREMENTS	
1. At least four (4) years of experience in the services described in this TOR.	☐ Yes ☐ No
2. Specialized project manager dedicated to UNICEF's objectives	☐ Yes ☐ No
3. Compliance with UNICEF SECURITY Requirement for CLASS II	☐ Yes ☐ No
Please provide supporting documentation to validate your statement/response. COMMENTS. Please provide any suitable comments, in particular if you clicked " No ".	
TECHNICAL ASSESSMENT OF SCORED CRITERIA	TOTAL 100 POINTS
<u>Criterion No. 1.</u> Company profile with 3 case studies demonstrating results on similar projects. In order to gauge the depth and ability of vendors to work with multiple clients in different types of projects, UNICEF highly recommends all three (3) case studies submitted to be from different clients the vendor has worked with.	/ 28 points
<u>Criterion No. 2.</u> Technical Approaches and Methodology for this project a) Described expected outcomes within the proposal and how they are realistic, achievable and contribute to desired objectives- 6 Points b) Described proposed methodology/approach and explain how it is appropriate, realistic, feasible, and effective and promise efficient implementation of the activities for meeting or exceeding the requirements of the Terms of Reference – 12 Points c) Provided time schedule and manpower estimates in realistic, appropriate, clear and understandable manner – 6 Points d) Provide details on Work Plan and explain how sequence of suggested activities is logical and realistic and contribute to efficient implementation of the project – 6 Points	/ 32 points
<u>Criterion No. 3.</u> Proven experience working for United Nations, International Organizations and multi-nationals comparable to UNICEF. Name of the organization and project description and duration	/ 7 points
<u>Criterion No. 4.</u> Acceptance of UNICEF's General Terms and Conditions for Corporate Contracts (Annex A to this RFPS) without modifications	/ 7 points
<u>Criterion No. 5.</u> UNICEF works in over 190 countries worldwide and there are 176 public Drupal sites operated by UNICEF offices around the world. Provide a detailed implementation plan (maximum 2 pages) for how you would optimize and govern	/ 26 points

UNICEF's existing digital intelligence infrastructure across 180+ web properties. The plan should address: (a) your approach to auditing and optimizing the existing GA4 property portfolio, including data quality monitoring and BigQuery integration; (b) your methodology for optimizing GTM container management, tag governance, and consent mode compliance across all sites; (c) your strategy for integrating analytics, SEO, and GEO performance data - including AI search visibility monitoring - into a centralized monitoring and reporting environment; and (d) a proposed rollout timeline, resource requirements, key milestones, and tools to be used. Where relevant, indicate how you would evaluate and incorporate Server-Side GTM into the architecture.	
REFERENCES	
Please provide the following contact information for each client reference submitted (Please expand the form if needed). A minimum of 3 client references is a MUST for the delivery of similar services. The client reference information must be current and contact information provided must be reachable via phone and/or email. <u>Reference 1/Reference 2 / Reference 3</u> Company Name: Corporate website: Contact Name and Title: Phone: E-mail: Address: Value of Contract: Company Size (number of employees) Industry/Market Sector (private, public, non-for profit). Detailed description of the actual services provided by your company (i.e. types, geographical coverage etc.). Duration of the services (months): Start date (month/year): Completion date (month/year): Comments if any:	
UNICEF reserves the right to contact each client reference provided by Proposer. <u>It is Proposer's responsibility to ensure that the contact details provided above are accurate and to ensure that your client will be responsive to UNICEF's written inquiries.</u> <u>Please Note: Failure to include all the requested information may result in your submission being less favorable and/or disqualified. Please provide additional documentation if necessary.</u>	

ANNEX B2 - GEOGRAPHIC FOOTPRINT AND PRESENCE [IF RELEVANT]

Region 1:	East Africa
Offices in the region, if any:	List all the countries where you have offices in this region
Number of employees in the region:	
Region 2:	West Africa
Offices in the region, if any:	List all the countries where you have offices in this region
Number of employees in the region:	
Region 3:	Latin/South America
Offices in the region, if any:	List all the countries where you have offices in this region
Number of employees in the region:	
Region 4:	East Asia & Pacific
Offices in the region, if any:	List all the countries where you have offices in this region
Number of employees in the region:	
Region 5:	South & Central Asia
Offices in the region, if any:	List all the countries where you have offices in this region
Number of employees in the region:	
Region 6:	North America
Offices in the region, if any:	List all the countries where you have offices in this region
Number of employees in the region:	
Region 7:	Europe
Offices in the region, if any:	List all the countries where you have offices in this region
Number of employees in the region:	
<i>Add more as required</i>	

ANNEX B3 - LABOR CATEGORIES AND JOB PROFILE DESCRIPTIONS

See in table below description of requested categories and main functions to perform. The following job titles reflect UNICEF's internal labor categorization and do not reflect vendor (s) job titles.

Regardless of internal job title used by vendors, all companies are requested to provide consultants who meet the requirement listed in the respective job profile description and use these **job profile descriptions as guideline when filling Annex C – Rate Card**.

Personnel/ Resource	Description of main functions and qualifications
Project Manager	Responsibilities. The project manager represents the vendor, manages the relationship with UNICEF, leads the team and provides continued strategic direction. The project manager leads the cost estimation, budgeting, invoicing, documentation and dissemination processes. They also support key activities, such as organization of capacity building sessions and management of tools. Preferred experience and qualifications: - Progressive experience in digital analytics and web intelligence project management, with a proven track record of successfully leading and delivering complex, multi-stakeholder engagements involving Google Analytics 4, Google Tag Manager, and SEO/GEO tooling at enterprise scale. - Demonstrated expertise in managing analytics teams, budgets, and timelines - Working knowledge of core platform technologies including GA4, GTM (client-side and server-side), Google BigQuery, Looker Studio, Google Search Console, and enterprise SEO platforms (e.g., SEMRush, Conductor, or equivalent). - Experience in tag governance, consent mode implementation, remarketing pixel management (including Meta CAPI), and cross-domain tracking across large multi-site ecosystems. - Proven experience in client management and stakeholder engagement within large, decentralized organizations, with strong communication and interpersonal skills. - Demonstrated ability to develop and deliver training sessions and documentation for non-specialist audiences on analytics, GTM, SEO/GEO, and dashboard use, fostering self-service capability within client teams. - Experience working for the UN system, in humanitarian, emergency, and/or development contexts would be an advantage. - Excellent written and verbal communication skills in English, with the ability to effectively communicate technical concepts to both technical and non-technical stakeholders. - Working-level proficiency in other languages is an advantage.
Digital Analytics Specialist Sr	Responsibilities. The Senior Digital Analytics Specialist serves as the technical lead across UNICEF's analytics and tag management infrastructure. She/he is responsible for auditing and optimizing GTM containers, leading consent mode and Server-Side GTM implementation, managing remarketing pixel deployments including Meta CAPI, and advising web development teams on cross-domain tracking and data layer specifications. The senior specialist governs the GA4 property portfolio across 180+ sites, designs BigQuery datasets and queries for advanced analysis, monitors data quality at scale, and acts as the escalation point for complex technical issues. She/he mentors the junior specialist and collaborates closely with the project manager to ensure delivery standards are met.

	Preferred experience and qualifications: - Extensive experience with Google Tag Manager at enterprise scale, including container architecture, tag auditing and optimization, trigger/variable configuration, and workspace management across multi-stakeholder environments. - Extensive expertise in consent mode implementation (including Consent Mode v2), coordination with consent management platforms, and ensuring tag behavior complies with evolving privacy regulations. - Proven experience evaluating, implementing, and managing Server-Side GTM, including infrastructure decisions, migration planning, and cost-benefit analysis. - Advanced knowledge of remarketing pixel management across platforms (Google Ads, Meta, LinkedIn), including Meta Conversions API (CAPI) implementation, event deduplication, and troubleshooting. - Experience designing and implementing cross-domain tracking solutions and advising web development teams on dataLayer specifications and measurement strategy for new site launches. - Strong understanding of GA4 property architecture decisions at scale, including property set up, governance, event standardization, channel grouping configuration, and platform integrations (e.g., Google Ads linking). - Proficiency with Google BigQuery, including setting up GA4 exports, writing complex SQL queries for advanced analysis (e.g., user pathing, attribution modeling, cohort analysis), and managing query and storage costs at scale. - Experience monitoring data quality and integrity across large GA4 property portfolios, with the ability to design automated anomaly detection and alerting workflows. - Experience designing and building Looker Studio dashboards integrating multiple data sources (GA4, BigQuery, Search Console, SEO platforms, campaign data), with the ability to create scalable reporting frameworks accessible to non-technical audiences across a large, decentralized organization. - Ability to provide technical guidance and mentorship to junior team members and act as the primary technical escalation point within the analytics workstream. - Excellent written and verbal communication skills in English
Digital Analytics Specialist Jr	Responsibilities The Junior Digital Analytics Specialist supports the day-to-day operational workload across UNICEF's analytics and tag management infrastructure. She/he executes routine GTM requests including tag deployment, pixel verification, and QA testing following established protocols. The junior specialist handles GA4 property setup and configuration tasks such as event creation, audience building, and access management across the property portfolio. She/he runs predefined BigQuery queries to extract data for dashboards and reporting, performs regular data quality checks across GA4 properties, and documents and escalates anomalies to the senior specialist. The junior specialist works under the guidance of the senior specialist and coordinates with UNICEF's web development and platforms teams on implementation tasks. Preferred experience and qualifications: - Working knowledge of Google Tag Manager, including creating and modifying tags, triggers, and variables, and following established testing protocols with preview mode and staging environments. - Working knowledge of GA4 property setup and configuration, including event creation, audience building, data stream management, and user access permissions.

	- Ability to execute routine GTM operational requests, deploy and verify remarketing pixels, and perform QA checks on tag firing and data collection accuracy. - Basic proficiency with Google BigQuery, including running predefined SQL queries, extracting datasets for dashboards and reporting, and flagging data inconsistencies. - Working knowledge of Google Search Console, including ability to set up GSC properties and validating sitemaps. - Ability to support data quality monitoring by running regular checks across GA4 properties, documenting anomalies, and escalating issues to the senior specialist. - Ability to maintain and update existing Looker Studio dashboards, troubleshoot data source connectivity issues, and support the senior specialist in building new reporting views. - Strong attention to detail, organized approach to documentation, and ability to follow established naming conventions, governance protocols, and change management procedures. - Good communication skills and ability to work collaboratively with UNICEF's web development and platforms teams on implementation tasks. - Relevant certifications or coursework in Google Analytics, GTM, or web analytics fundamentals are an advantage. - Good written and verbal communication skills in English
SEO/GEO Specialist	Responsibilities. SEO/GEO Specialist is responsible for the management of Search Console accounts for all UNICEF Drupal websites, including set up of accounts for newly launched sites, sitemap validation, technical error triage, flag-and-route issues to platforms and SEO platform configuration beyond Google Search Console (SEMRush, Conductor, etc.). They also lead research and configuration of GEO visibility monitoring across AI search platforms. Preferred experience and qualifications: - Progressive experience in technical SEO, with a proven track record of managing Search Console and enterprise SEO platforms (e.g., SEMRush, Conductor, Ahrefs) at scale across large multi-site portfolios. - Experience managing access governance and monitoring workflows across a high volume of Search Console properties (50+ sites minimum). - Proficiency in configuring and governing enterprise SEO platforms for keyword tracking, rank monitoring, competitive analysis, and backlink analysis across multiple markets, languages, and geographic regions. - Knowledge of and active engagement with emerging Generative Engine Optimization (GEO) trends, including understanding how AI-generated search responses are reshaping search visibility and content discoverability. - Experience identifying or configuring tools and methodologies to monitor an organization's visibility, citation frequency, and positioning within AI-generated search results. - Ability to translate technical SEO and GEO findings into clear, actionable recommendations for non-technical stakeholders and to route technical issues to the appropriate development teams with adequate documentation. - Strong organizational skills and ability to manage concurrent priorities across a large, decentralized portfolio of sites. - Experience working with international organizations or across multilingual, multi-regional web environments is an advantage. - Excellent written and verbal communication skills in English.

ANNEX B4 - PROPOSER'S SELF-CHECKLIST

Proposers shall complete the following check list and submit it alongside the Technical Proposal:

A	Proposer has completed and included in the Technical Proposal:	YES	NO	Specify the exact section or page in the proposal where the relevant information can be located
1	Technical proposal includes all the minimum details as outlined in the TOR			
2	Technical proposal includes dully completed Annexes B1, B2 (IF RELEVANT), B4, B6 and B7.			
3	Names of subcontractors that the vendor is planning to use to provide the services, if any.			
4	Three (3) or more completed Client Reference Forms using the template contained in Annex B1 providing references of clients to whom the Proposer is currently providing or have provided similar services than described in this TOR within the last five (5) years. * All referenced clients should have confirmed their availability to respond in writing to any inquiries from UNICEF.			
5	Filled Request for Proposal for Service For (Page 3 of the RFPS Package) Guidance: Please pay attention to the phase " have not been " and indicate with either YES or NO. Note that selecting "YES" in response to the bid form questions signifies that the Proposer has not engaged in the activities listed within (e.g. fraud, corruption, child labor, etc) and or that the company is not bankrupt or subject to other insolvency procedures. Conversely, choosing "NO" as the response indicated that the Proposer do NOT declare the company's innocence regarding these points or that you do NOT declare that your company is free from insolvency procedures.			
B	Proposer has completed and included in the Commercial Proposal:	YES	NO	Specify the exact section or page in the proposal where the relevant information can be located
1	Price Proposal, in accordance with instructions and as per the format			

	provided in ANNEX C (“Price Schedules”) to this RFPS, in U.S. dollars (USD).			
C	Administrative Requirements	YES	NO	Specify the exact section or page in the proposal where the relevant information can be located
1	Technical and Financial proposals have been emailed as separate attachments and following all instructions indicated in Section 1. (Marking and Returning of Proposals) including 1.1. to 1.6 and Section 1.7 of the RFPS document. The size of each EMAIL (including attachments) does not exceed twenty-five (25) megabytes [if required, Proposer may structure the proposal in several batches of EMAILS]. The EMAIL subject line includes the following information: RFPS-NYH-2026-503962, [Company Name], Technical Proposal - Submission [#] of [#]; RFPS-NYH-2026-503962, [Company Name], Commercial Proposal - Submission [#] of [#];			
2	Technical Proposal does not contain information of financial nature.			
D	Legal Requirements	YES	NO	Specify the exact section or page in the proposal where the relevant information can be located
1	Duly authenticated business registration or certificate.			
2	Details of any current legal action the company is involved in, are included in the proposal. Please indicate where.			
3	UNICEF General Terms and Conditions for Services (GTCs) (Annex A of the RFPS) have been reviewed and are (please mark whatever option is applicable): ☐ fully acceptable, or; ☐ reviewed by Proposer’s Legal Office and comments are provided. <i>(please indicate where in vendor’s proposal)</i> If UNICEF GTCs are not fully acceptable, the Proposer is required to indicate in the Proposal			

	explanation of the reasons with specificity any reservation(s) it has in respect of any of them and must provide alternative language to the particular clause with redlines of the UNICEF applicable clause. Please note, however, that such reservation(s) or deviation(s) will be taken into account, in the sole discretion of UNICEF, in the evaluation of the Proposal, including the comparative evaluation with other Proposals and might result in the rejection of the Proposal. Note: Please note that changes to UNICEF's General Terms and Conditions will be <u>viewed less favourable and may result in your proposal not being selected for award</u>. Likewise, notification of intend of award to a vendor does not mean UNICEF's acceptance of deviations or modifications on UNICEF GTC's as proposed by vendor.			
4	Template UNICEF Long Term Arrangement for Services (LTAS) (Annex B8) has been reviewed and is (please mark whatever option is applicable): ☐ fully acceptable, or; ☐ reviewed by Proposer's Legal Office and comments are provided. <i>(please indicate where in vendor's proposal)</i> Note: Please note that changes to UNICEF's LTAS template will be <u>viewed less favourable and may result in your proposal not being selected for award</u>. Likewise, notification of intend of award to a vendor does not mean UNICEF's acceptance of deviations or modifications on UNICEF LTAS template as proposed by vendor.			
5	In addition, Proposers must submit with their proposals a complete set of any additional terms and conditions, which they expect to			

	have included in a LTAS negotiated with UNICEF. Such additional terms shall not take precedence over UNICEF's General Terms and Conditions. Confirm submission, if any, and indicate where the additional set of terms and conditions can be located. Please note that any additional terms and conditions by vendor will be taken into account to determine the acceptability of a Proposal and might result in the proposal not being eligible for award at any point during the procurement process. <u>Note:</u> Notification of intent of award to a vendor does not imply UNICEF's acceptance of any additional legal terms and conditions proposed by the vendor.			
6	Data Sharing Agreement (DSA) The proposer has reviewed Annex B9 (UNICEF Data Sharing Agreement) and acknowledges that, where applicable, UNICEF may require the contractor to enter into and comply with the DSA for specific engagements involving access to or sharing of UNICEF personal data or third-party personal data. The proposer understands and accepts this requirement and confirms its willingness to enter into such agreement if requested by UNICEF.			

ANNEX B5 - UNICEF SECURITY REQUIREMENTS FOR CLASS II SYSTEMS

Note. Considering that this RFPS is for Digital Intelligence, Analytics and Search Engine Optimization (SEO) consulting across UNICEF digital ecosystem and not for Development and Maintenance, this Annex is mandatory. However, for those projects that require the Digital Intelligence, Analytics and Search Engine websites the following security requirements must be taken into consideration based on the UNICEF's internal classification of the website into class I, II, III or IV.

Please see the requirements below.

Class II System UNICEF SECURITY REQUIREMENTS

1. CATEGORIZATION

This categorization is for Class II UNICEF internal systems with the following classification:

System Classification	Description	Asset Rating		
		Confidentiality	Integrity	Availability
Class II	System which stores and/or processes internal data and information and is essential to UNICEF operations. Unauthorized access may adversely impact UNICEF.	MOD	HIGH- MOD	HIGH-MOD

It shall be noted that the system classification and resulting security requirements are based on input provided by the system owner / sponsor or their delegated authority. If the classification of the information changes during the development of the system / service or at any point during its life cycle, it shall be the responsibility of the owner or their delegate to reinitiate the information / system classification process. This requirement shall be viewed as an obligatory responsibility of the system owner to ensure proper protection of the system and underlying information assets, by ICTD or service provider.

2. APPLICABILITY / SCOPE

The security requirements outlined in this document shall be viewed as mandatory, to any internal or external party who is providing a solution / service to UNICEF.

3. SECURITY REQUIREMENTS

I. GENERAL SECURITY REQUIREMENTS

- UNICEF shall reserve the right to audit the security, quality and accurateness of outsourced software development and operational maintenance of the system/application, through proper security assurance testing, and/or external security assessment.
- Solution / Service shall be integrated with the horizontal services implemented at UNICEF.

II. IDENTIFICATION, AUTHENTICATION AND AUTHORIZATION

- The service / solution providers shall follow the principle of least privilege, guaranteeing that users, group, role, and device identifiers will be unique, assigned to each entity (user or process). Each application user role shall have a correspondent database connection according to its privileges.
- The service providers shall centrally manage the user account using federated identities and whenever it is possible they shall integrate their solution with the UNICEF Identity Management system. UNICEF will provide all the required information to the web service provider. The credentials will use robust algorithms and they will be renewed frequently. The allocation of authenticators will be controlled through a formal management process.
- Multi-factor authentication will be used for privileged accounts and user access outside of UNICEF trusted network.
- All the user and system accounts shall be disabled after defined period of inactivity and shall be eliminated in the case of standard accounts and passwords. Approvals will be required for creation, deletion or modification of any information system account.

- All user/system access from external networks, etc. will traverse specific entry and exit points where external communication is terminated and re-established into “trusted network”.
- All privileged access to UNICEF Google, GTM, GA4, Search Console, BigQuery and related environments shall use individually assigned accounts. Shared or vendor-owned privileged accounts shall not be used.
- Privileged accounts shall use UNICEF-managed or approved federated identities and phishing-resistant multi-factor authentication, where supported.
- UNICEF shall retain ownership and administrative control of all accounts, containers, properties, projects and datasets, including the ability to revoke vendor access without vendor dependency.
- Privileged access shall follow least privilege, be periodically reviewed and be immediately revoked when no longer required.

III. INFORMATION PROTECTION

- The service provider shall use secure data exchange protocols and keep them up to date, as per defined UNICEF standards. For example, the minimum acceptable for network protocol HTTPS is TLS v.1.1 or wherever possible TLS v.1.2 shall be used. TLS shall be implemented with HSTS (HTTP Strict Transport Security).
- All passwords shall be encrypted with robust cryptographic algorithms and secure keys. The keys will be generated using strong cryptographic algorithms.
- Key files must be protected from unauthorized modification using an application that enforces automatic reconciliation from an authoritative source.
- Whenever possible, encryption keys shall be securely stored outside of the systems on which they are used.
- The service provider shall access and process only the information necessary for the approved purpose. Access shall be limited to authorized personnel on a need-to-know basis, and the data shall not be used for profiling, re-identification, advertising, vendor product development or AI model training without prior written approval from UNICEF.
- Personal or pseudonymized information shall be encrypted in transit and at rest, retained only for the approved period, and shall not be exported, transferred or disclosed to unapproved platforms, locations, subcontractors or third parties.

IV. SECURE DEVELOPMENT

- The service solution provider shall apply the security by design and by default principle and use a recognized development methodology which takes into account the security aspects during the whole life cycle (analysis, design, development, implementation, testing, deployment and maintenance phases) which applies a specific treatment to the data used for tests and allows for the inspection of the source code.
- Servers and applications shall be configured to perform with the minimum system authorizations necessary following the “minimum functionality” rule and the security by default. The service / solution provider shall implement appropriate technical and organizational measures for ensuring it.
- The development of applications will be carried out using a different system, which is separate from production.
 - o No development tools may be installed on a production eco-system.
 - o Development System / Application environment shall be as the same patch level as the production environment.
 - o Testing of the information systems will not be done using real data.
- Access to program source code and associated items (such as designs, specifications, testing and validation plans) shall be strictly controlled, to prevent the introduction of unauthorized functionality.
 - o Account lockout features will be used for invalid authentication attempts.
 - o No user ID and or password shall be embedded in the application code.
- The system/application design shall generate and process auditing tracks.

- Executable code will not be implemented on an operational system until evidence of conforming to the testing criteria (user approval, QA, or the equivalent) is acquired and the associated program source libraries have been updated.

V. UPDATING ASSETS' INVENTORY

- The assets' inventory related to UNICEF applications shall be updated, capturing all system elements (class, location, O/S, etc. in servers, networks, portables...), describing their nature, and identifying their owners.

VI. SECURITY OPERATIONS

- Servers and applications/configurations shall be hardened, focus on keeping the security patches updated, using only secure ports and services/applications which are strictly necessary and limiting the hosts and accounts. Specially, to configure securely the administrator and privilege users accounts, and the protection of any sensitive information.
- Generic error messages shall be displayed without disclosing detailed and or information and or enumeration account or system information.
- Configuration/Application source code/customized work, shall be protected from unauthorized access / modification and reside in non-production environment with proper back-up / resiliency policy.
- It shall be implemented and monitored malicious code protection.

VII. VULNERABILITY MANAGEMENT

- The service / solution provider is required to run security tests prior to the launch of the application / solution and periodically with a minimum frequency of once a year.
- The service / solution provider is required to provide written documentation reporting on the results of the security scans and the remediation solutions taken. Such reports will be sent to UNICEF's Chief of IT Security or the relevant focal point (s).
- Critical security patches shall be applied following established testing / change management processes.

VIII. CHANGE MANAGEMENT

- Any changes to UNICEF system(s) or software shall be agreed upon between ICTD Designated Authority and the business division / office owner of the affected system and third party.
- Changes to system and/or application post baseline will be documented (version / build number), along with description via a formal change management process. The service provider shall report the following information about patches, at a minimum: type, version, reason, post test results after implementation. Patches that fail testing will also be recorded and documented.
- The updating of the operational software, applications and program libraries will only be performed by trained and qualified administrators upon appropriate management authorization.
- All changes to GTM containers, scripts, tags, triggers, variables and consent settings shall follow a documented change management process.
- Changes shall be tested before production deployment and shall include the purpose, affected websites, test results, approver and rollback procedure.
- Custom HTML and arbitrary JavaScript shall be restricted and require documented justification, security review and UNICEF approval.
- A recoverable version shall be maintained before each production publication. UNICEF shall be able to restore the last approved version and suspend vendor publishing rights without vendor dependency.
- Changes involving executable code, Custom HTML, external scripts, data collection or consent settings shall require documented UNICEF approval before publication.

IX. AVAILABILITY

- Systems availability shall be set according to Service Level Agreements.

X. LOG MANAGEMENT

- Authentication, validation activities and all privilege changes shall be logged and securely stored, with limited access.

- Access to content, key information and updates/modifications to operational program libraries shall be logged and restricted.
- Logs/events will be generated in a format that can be easily parsed and used as an input for logging process management, including who, when, location and user agent type, among others.
- Integrity log checking shall be performed to ensure consistency.
- Administrative and production activities affecting accounts, permissions, containers, tags, scripts, service accounts and API credentials shall be logged.
- Logs shall identify the individual, time, affected asset, action performed and publication status. Privileged users shall not be able to modify or delete records of their own activities.
- UNICEF shall have independent access to the logs.
- Monitoring shall detect unexpected privilege changes, MFA changes, new administrators, new scripts, unauthorized publications and changes to service accounts or API credentials.
- Relevant security alerts shall be communicated to UNICEF's Security Operations Centre or designated security focal point.

XI. SECURITY INCIDENT MANAGEMENT

- The security incident notification / escalation shall be clearly established between the service provider, and UNICEF's Security Operations Centre.
- In cases where solution is managed by a third party, the service provider shall share and where applicable interconnect with UNICEF's Security Incident Management framework.
- The service provider shall immediately notify UNICEF of any actual or suspected compromise that could provide access to UNICEF systems, including compromise of vendor identities, endpoints, credentials, deployment tools or subcontractors.
- Notification shall not wait for confirmation of the full scope or root cause.
- The service provider shall preserve evidence and cooperate with UNICEF in access revocation, containment, malicious-code removal, rollback, recovery and root-cause analysis.
- The same requirements shall apply to authorized subcontractors, with the service provider remaining accountable for their actions.

XII. CONTINUITY AND MONITORING MANAGEMENT

- Systems/application, as well as underlying services and or networks, shall have the proper controls to meet UNICEF system classification.

ANNEX B6 - DECLARATION BY VENDOR AND DISCLOSURE REQUIREMENT

Confidentiality

This RFPS or any part thereof, and all copies thereof must be returned to UNICEF upon request. It is understood that this RFPS is confidential and proprietary to UNICEF, contains privileged information, part of which may be copyrighted, and is communicated to and received by vendors on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of UNICEF, except that vendor may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining Proposals from them. Notwithstanding the other provisions of the RFPS, vendors will be bound by the contents of this paragraph whether or not their vendor submits a Proposal or responds in any other way to this RFPS.

Contract

All firms responding to this RFPS shall acknowledge in their Proposal that **Annex A- UNICEF Terms and Conditions for Corporate Contracts** are acceptable. **In addition, all firms responding to this RFPS are required to acknowledge in their Proposal, by completion and submission of this Declaration by Vendor and Disclosure Requirement, that the proposed terms and conditions are acceptable.** However, if any of UNICEF Terms and Conditions for Corporate Contracts or any of the above terms and conditions is not acceptable, the Vendor is required to indicate in the Proposal with specificity any reservation(s) it has in respect of any of them and must provide alternative language to the particular clause. Please note, however, that such reservation(s) or deviation(s) will be taken into account, in the sole discretion of UNICEF, in the evaluation of the Proposal, including the comparative evaluation with other Proposals and might result in the rejection of the Proposal.

Prime contractor's responsibility/subcontractors

UNICEF wishes to establish a contract with **only prime contractor(s)** to fulfill all the requirements set forth in this RFPS. Therefore, any contract that may result from this RFPS shall specify that the prime contractor is solely responsible for the fulfillment of the contract with UNICEF. UNICEF will make contract payments to the prime contractor(s) only.

The use of subcontractors must be clearly explained in the proposal and must be **identified by name**. In accordance with UNICEF General Terms and Conditions for Corporate Contracts, the Contractor shall obtain the prior written approval and clearance of UNICEF for all subcontractors. Please note that approval of sub-contractors will be considered only when the vendor is recommended for the award. **However, vendors are required to disclose as part of their proposal whether they are planning to use sub-contractors and if so, sub-contractors must be identified.** The prime contractor(s) shall be wholly responsible for the entire performance whether subcontractors are used or not.

The undersigned represents to UNICEF as follows (check as appropriate):

1. Vendor accepts UNICEF General Terms and Conditions for Corporate Contracts.
YES, I ACCEPT ☐ NO, I DON'T ACCEPT ☐
2. Vendor, if awarded a LTAS, may be liable for liquidated damages if provided for in this RFPS or the contract.
YES, I AGREE ☐ NO, I DON'T AGREE ☐
3. Vendor is aware that UNICEF is not committed to award a LTAS, a contract, or to reimburse any costs incurred by the Vendor in connection with the RFPS process.
YES, I AGREE ☐ NO, I DON'T AGREE ☐
4. Vendor is aware that neither the RFPS, nor any of its annexes including this Annex-B6, constitutes any agreement or contractual relationship between UNICEF, or the UN or any of its entities, and the Vendor. The Vendor acknowledges that the sole purpose of the RFPS and its annexes is to enable vendors to submit a Proposal; The Vendor will not regard or seek to rely upon the RFPS or any of its annexes as a Proposal on the part of UNICEF capable of acceptance by the Vendor.
YES, I AGREE ☐ NO, I DON'T AGREE ☐
5. Vendor acknowledges that Proposals are evaluated according to UNICEF Financial Regulations and Rules.
YES, I AGREE ☐ NO, I DON'T AGREE ☐
6. Vendor is familiar with and accepts the payment terms indicated in UNICEF General Terms and Conditions for Corporate Contracts and Annex C- Price Schedule and Instructions to this RFPS.
YES, I AGREE ☐ NO, I DON'T AGREE ☐
7. If selected, vendor agrees to keep the quoted rates/prices in effect for the initial term of 5 years of the LTAS and for up two (2) additional extensions of 12 months each thereof.
YES, I AGREE ☐ NO, I DON'T AGREE ☐
8. In the event the Vendor is a U.S. entity, Vendor will indicate in its Proposal whether the prices specified therein are currently subject to GSA Federal Supply pricing and state the GSA Contract Number and Expiration Date.
YES, I AGREE ☐ NO, I DON'T AGREE ☐
9. Vendor's Proposal will be valid for a period of 180 days from RFPS proposal deadline as indicated in the RFPS document.
YES, I AGREE ☐ NO, I DON'T AGREE ☐
10. Vendor is familiar with and accepts UNICEF's conditions for the withdrawal and modification of Proposals and UNICEF's rules governing errors in Proposals.
YES, I AGREE ☐ NO, I DON'T AGREE ☐
11. Vendor acknowledges that any costs it may incur in connection with the submission of a Proposal to UNICEF are at the sole expense of the Vendor.
YES, I AGREE ☐ NO, I DON'T AGREE ☐
12. Vendor shall promptly inform UNICEF in writing of any Proposal submitted, or likely to be submitted, by a holding, parent, subsidiary, or affiliated company of the Vendor in response to this RFPS of which it is aware, or ought reasonably to be aware.

YES, I AGREE ☐

NO, I DON'T AGREE ☐

13. If selected, the vendor accepts to extend the outcome of this RFPS process to all other entities of the UN system, who could either piggy-back on the resulting UNICEF LTAS (as is) or use the conclusions of this RFPS's selection process to negotiate and implement similar LTAS.

Therefore, the vendor acknowledges and agrees that other UN agencies, funds or programmes should have the right to purchase the same or similar services from selected vendor (s) at their sole discretion under the same terms and conditions (including pricing).

YES, I AGREE ☐

NO, I DON'T AGREE ☐

Registered Office or other address of vendor	Postal Address

Telephone numbers	Email address

Signature of authorized official of Vendor or person otherwise authorized to sign the bid on behalf of the Vendor

SIGNATURE:

DATE OF SIGNATURE:

NAME (Block Letters):

POSITION HELD:

ANNEX B7 - SUSTAINABILITY QUESTIONNAIRE

Introduction

UNICEF is committed to making a measurable contribution to the Sustainable Development Goals through sustainable procurement by working closely with the private sector, partners, governments, civil society organisations and other UN agencies. To this end, UNICEF published its [policy on sustainable procurement](#). UNICEF seeks to incrementally and progressively adopt a sustainable procurement approach for procurement activities to address broader environmental and social issues wherever and whenever feasible with consultation with suppliers and other stakeholders mentioned above. UNICEF would like to invite suppliers to share sustainability efforts in the supply chains. Although UNICEF will not use the information shared by suppliers for contract making award decision, this will be an opportunity to gain intelligence on sustainable procurement practice in the market. We would appreciate if you could answer all question fully.

1) Environmental policy

- a) Do you have a formal environmental policy in place? (Y/N)
- b) If yes, please share a copy of the policy.

2) Environmental Management System

- a) Do you have an Environmental Management System in place certified by an external authorised certification body (e.g. ISO14001 or Eco-Management and Audit Scheme (EMAS))?
- b) If yes, please share a copy of the certificate(s).

Comments: _____

3) Policy to incorporate social accountability

- a) Do you have a formal policy that covers the following areas described in the UN Supplier Code of Conduct? (Note: it could be one overarching policy/code of conduct or multiple policies)
 - i) Freedom of Association and Collective Bargaining (Y/N)
 - ii) Forced or Compulsory Labour (Y/N)
 - iii) Protection and Safeguarding of Children (including Child Labour) (Y/N)
 - iv) Discrimination (Y/N)
 - v) Wages, Working Hours and Other Conditions of Work (Y/N)
 - vi) Health and Safety of the workplace (Y/N)
 - vii) Human Rights (Y/N)
 - viii) Harassment, Harsh or Inhumane Treatment (including Sexual Exploitation and Abuse) (Y/N)

Comments: _____

- b) If yes, please share a copy of policy/policies.

4) Elimination of child labour

- a) Have you established robust age-verification mechanism as part of recruitment processes? (Y/N)
- b) If yes, do you ensure the age verification mechanism are used throughout your supply chains (including your sub-contractors and suppliers)? (Y/N)
- c) In removing children from the workplace, how do you ensure protection of affected children, and, where appropriate, provide decent remuneration to adult household members?

Comments: _____

5) Community development

- a) Do you invest in community development activities in the markets you source from and/or operate within? (Y/N)

b) If yes, please explain what you do.

6) **Other comments**

Please add any further information that you consider relevant for this questionnaire.

ANNEX B8 - TEMPLATE LONG-TERM ARRANGEMENT FOR SERVICES

THIS LONG TERM ARRANGEMENT FOR SERVICES (this “LTA-S”) is made between:

THE UNITED NATIONS CHILDREN'S FUND (“UNICEF”), an international inter-governmental organisation established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York, 10017, U.S.A. and having an office at [**UNICEF OFFICE ADDRESS**]; and

[**COMPLETE COMPANY NAME**] (the “Contractor”, together with UNICEF the “Parties” and each one of them a “Party”), a corporation established and existing under the laws of [**COUNTRY**] and having its principal offices at [**ADDRESS**].

WHEREAS:

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

B. The Contractor has offered and UNICEF has agreed to enter into an arrangement pursuant to which, during the term of the arrangement, the Contractor will provide to UNICEF such services (the “Services”) and deliverables (the “Deliverables”) as described in the relevant section of this LTA-S as UNICEF may order by issuing to the Contractor standard-form UNICEF Contracts for Services (each a “Contract for Services”), on the terms and conditions, including as to fees, set out in this LTA-S.

C. The Contractor has represented that it possesses and through the term of this LTA-S will continue to possess the requisite knowledge, skill, personnel, resources and experience and that it is, and throughout the term of this LTA-S will continue to be, fully qualified, ready, willing, and able to provide the Services and Deliverables in accordance with the terms and conditions set out in this LTA-S and each Contract for Services issued under this LTA-S and UNICEF has relied on those representations in entering into this LTA-S.

NOW THEREFORE, the Parties agree as follows:

1. LTA-S Documents

1.1 This LTA-S comprises:

- (a) this document (including any Special Terms and Conditions set out at Article 8 below);
- (b) the UNICEF General Terms and Conditions of Contract (Services) attached as Annex A; and
- (c) the other annexes (if any) attached to this document.

The documents comprising this LTA-S are complementary of one another, but if there is any ambiguity or inconsistency between those documents, then (i) this document will take precedence over the UNICEF General Terms and Conditions of Contract (Services) and the other annexes (if any), and (ii) the UNICEF General Terms and Conditions of Contract (Services) will take precedence over the other annexes (if any).

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

1.3 Capitalized terms used but not defined in this document have the meaning assigned to them in the UNICEF General Terms and Conditions of Contract (Services); provided that references to “the Contract” in the UNICEF General Terms and Conditions (Services) will be deemed to refer this LTA-S and the relevant Contract for Services.

1.4 Subject to any changes agreed pursuant to Article 3.6 of this LTA-S, in the case of any inconsistencies between the terms of a Contract for Services and the terms of this LTA-S, the terms of this LTA-S will prevail over the terms of the relevant Contract for Services, except with regard to the specifications or technical requirements specified in the Contract for Services which

will prevail over this LTA-S.

2. Effective Date; LTA-S Period

2.1 This LTA-S will come into effect on the date UNICEF receives a copy of this LTA-S counter-signed by the Contractor.

2.2 This LTA-S will be effective for a period (the “LTA-S Period”) beginning on [INSERT DATE] or the date UNICEF receives a copy of this LTA-S counter-signed by the Contractor whichever is later (the “Start Date”) and ending at midnight ([CITY time]) on [INSERT DATE] (the “End Date”), unless earlier terminated in accordance with the provisions of this LTA-S.

2.3 UNICEF will be entitled to renew this LTA-S and extend the LTA-S Period for a further term of [INSERT TERM], on the same terms and conditions, by giving the Contractor written notice of renewal of the LTA-S not less than thirty (30) days prior to the End Date.

3. Long-term Arrangement for the Ordering and Providing Services and Deliverables

3.1 During the LTA-S Period, the Contractor will provide to UNICEF such Services and Deliverables as UNICEF may order by issuing Contracts for Services to the Contractor. Such ordering and provision of Services and Deliverables will be on the terms and conditions, including as to fees, rates and charges, set out in this LTA-S.

3.2 Each Contract for Services will be in UNICEF’s standard form and will incorporate the UNICEF General Terms and Conditions of Contract (Services).

3.3 Each Contract for Services will specify (a) that it is being issued under this LTA-S, stating the LTA-S number; (b) the scope of work, requirements and instructions for the Services and Deliverables to be provided under the Contract for Services; (c) the applicable time schedule for provision of the Services (or each component of the Services) and delivery of the Deliverables (or installments of the Deliverables); and (d) the Fee(s) for such Services and Deliverables in accordance with the fees, rates and charges set out in this LTA-S.

3.4 Each Contract for Services will be issued to the Contractor at the address provided to UNICEF as part of the Contractor’s registration process with UNICEF. The Contractor will confirm its acceptance of each Contract for Services by counter-signing it, and returning it to UNICEF, within five (5) working days of receiving it. Each Contract for Services will be a binding contract between UNICEF and the Contractor, incorporating the terms of this LTA-S, when UNICEF receives a copy of such Contract for

Services counter-signed by the Contractor.

3.5 The Parties acknowledge and agree that, nothing contained in such Contract for Services will be deemed, interpreted or otherwise construed as varying from, derogating from, adding to, or in any other way altering the essential terms and conditions of this LTA-S that would otherwise apply to the transaction contemplated by such Contract for Services.

3.6 Notwithstanding the provisions of Article 3.5 above, the Parties may agree, with regard to any Contract for Services, to amend the terms and conditions of this LTA-S exclusively for the purpose of the transaction contemplated in such Contract for Services and in that case the Contract for Services in question will expressly state the amendments agreed to for the transaction contemplated in that Contract for Services. Neither Party will be required to agree to an amendment to the terms and conditions of this LTA-S proposed by the other Party with regard to the transaction contemplated in an individual Contract for Services.

3.7 The Contractor acknowledges that:

(a) UNICEF is not obligated to order any minimum level of Services and Deliverables from the Contractor pursuant to this LTA-S;

(b) UNICEF will not be liable for any cost in the event that it issues no Contracts for Services under this LTA-S; and

(c) This LTA-S is non-exclusive, and UNICEF is entitled to enter into the same or similar arrangements with other contractors and procure the same or similar Services and Deliverables from other contractors, as UNICEF sees fit.

3.8 *[INCLUDE FOR TARGET VALUE LTA-S: The maximum total fee for Services and Deliverables that may be purchased pursuant to Contracts for Services issued under this LTA-S is the amount of [AMOUNT IN WORDS] United States Dollars (US\$[____]) unless such amount has been increased by a valid amendment concluded in accordance with Article 11.9 of the UNICEF General Terms and Conditions of Contract (Services).]*

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

4. Fees and Payment Terms

4.1 During the LTA-S Period, the Contractor will provide the Services and Deliverables to UNICEF at the fees, rates and charges, as the case may be, set out in relevant section of this LTA-S or the fee schedule annexed to this LTA-S, such fees, rates and charges remaining fixed throughout the LTA-S Period. The Contractor represents that these fees, rates and charges are the most favourable pricing terms available to any customer of the Contractor (or of any of its Affiliates). If at any time during the LTA-S Period, any other customer of the Contractor (or of any of the Contractor's Affiliates) obtains more favourable pricing terms than those provided to UNICEF with regard to the same or similar services and deliverables as contemplated under this LTA-S, the Contractor will retroactively adjust the fees, rates and charges and related pricing terms under this LTA-S to conform to the more favourable terms and the Contractor will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.

4.2 In addition to the instructions set out in the UNICEF General Terms and Conditions of Contract (Services), invoices issued under any Contract for Services must refer to this LTA-S as well as the Contract for Services to which the invoice relates, and the Contract for Services and LTA numbers must be printed on the invoices.

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

5. Consequences of Delay; Liquidated Damages.

5.1 The Contractor's notification and other obligations in respect of delay in delivery of Services or Deliverables, as well as the consequences of delay, and UNICEF's rights and remedies in respect of any such delay, are governed by the UNICEF General Terms and Conditions of Contract (Services).

5.2 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 relevant Contract for Services, or if UNICEF determines that the Services or Deliverables do not conform to the requirements of this LTA-S and the relevant Contract for Services, 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 relevant Contract for Services. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to this LTA-S and the relevant Contract for Services.

6. Termination of this LTA-S

6.1 Termination by Either Party for Convenience. Either Party can terminate this LTA-S on not less than ninety (90) days' written notice without having to provide any justification. The termination will be effective on the expiry of such ninety (90) days' notice period.

6.2 Termination by Either Party for Material Breach. If one Party is in material breach of any of its obligations under this LTA-S, 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 this LTA-S. 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) of the UNICEF General Terms and Conditions of Contract (Services) will not be grounds for termination of this LTA-S.

6.3 Additional Termination Rights of UNICEF. In addition to the termination rights under Articles 6.1 and 6.2 above, UNICEF can terminate this LTA-S with immediate effect upon delivery of a written notice of termination to the Contractor, 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) of the UNICEF General Terms and Conditions of Contract (Services); or

(b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security) of the UNICEF General Terms and Conditions of Contract (Services); 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 this LTA-S.

6.4 The termination rights in Articles 6.1, 6.2, and 6.3 above are in addition to all other rights and remedies under this LTA-S.

6.5 Consequences of Termination of this LTA-S. The termination of this LTA-S will be without prejudice to each Contract for Services issued under this LTA-S and outstanding at the effective date of termination, in respect of which this LTA-S will continue to apply, unless and until such Contract for Services expires or is terminated in accordance with its terms.

6.6 Consequences of Termination of a Contract for Services. Contracts for Services issued under this LTA-S may be terminated in accordance with their terms. The termination of a Contract for Services will be without prejudice to this LTA-S which will continue in effect, unless and until the LTA-S Period expires or is terminated in accordance with this Article 6.

6.7 Force Majeure. If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under this LTA-S, the other Party may terminate this LTA-S on the same terms and conditions as are provided for in Article 6.2 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 this LTA-S was entered into; (c) the insufficiency of funds, inability to make any payment required under this LTA-S, 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. Notices; Coordination

7.1 UNICEF’s and the Contractor’s contact and address for notices under this LTA-S are set out below. Each Party will notify the other in writing of any change in such Party’s contact and address for notices.

If to UNICEF:

UNICEF

[ADDRESS]

Attention: [INSERT NAME], [TITLE]

[Fax: + [INSERT DETAILS]]

E-mail: [INSERT DETAILS]

If to the Contractor:

[COMPLETE COMPANY NAME]

[ADDRESS]

Attention: [CONTACT NAME], [TITLE]

[Fax: [INSERT DETAILS]]

E-mail: [INSERT DETAILS]

7.2 UNICEF and the Contractor will each nominate a representative to be responsible for the day-to-day coordination and management of this LTA-S and will inform the other Party by

exchange of emails. The Parties' representatives responsible for the day-to-day coordination and management of each Contract for Services will be as set out in the relevant Contract for Services.

8. Special Terms and Conditions. The additional Special Terms and Conditions (if any) specified below will apply to this LTA-S and each Contract for Services issued under this LTA-S. These additional Special Terms and Conditions will not apply to any other arrangement, contract or contractual relationship between the Parties unless expressly agreed to in writing.

[Include special terms (if any) that apply to this LTA-S.]

ANNEX B9 - TEMPLATE DATA-SHARING AGREEMENT

[UNICEF HEADQUARTERS / COUNTRY OFFICE LETTERHEAD]

[Date]

[CONTRACTOR FULL LEGAL NAME]

[CONTRACTOR ADDRESS]

Contract: [_____]; no [_____]**Access to Data - Confidentiality Obligations**

Dear [_____]

In order to facilitate the provision of the services to the United Nations Children's Fund ("UNICEF") by your organization, [CONTRACTOR FULL LEGAL NAME] ("Contractor" or "you"), under the Corporate Contract identified in Annex 1 to this letter (the "Contract"), UNICEF has agreed to your collection, access, use and/or otherwise processing (collectively, "processing") of certain personal data specified in Annex 1 to this letter (collectively, the "Data Sets").

This letter (together with the Annexes attached to this letter, this "Agreement") is to confirm that UNICEF agrees to your processing of the Data Sets on the conditions set out below in this Agreement. All capitalized terms used but not defined in this Agreement have the meaning assigned to them in Annex 1 to this letter or in the Contract. The terms contained in this Agreement are in addition to, and not in replacement of, the terms of the Contract. This Agreement and the Contract will be construed and interpreted as complementary of one another.

1. Data Rights. You accept and acknowledge that the Data Sets are proprietary to UNICEF or the relevant third parties identified in Annex 1 to this letter (collectively, the "Third Parties") and that you will not claim any ownership or any other rights in the Data Sets.
2. Confidential Information. For the purposes of the Contract, the Data Sets are deemed to be UNICEF's Confidential Information (as defined in the Contract) and all of the provisions of Article 5 of the UNICEF General Terms and Conditions of Contract (Services) in the Contract apply to your access and use of the Data Sets. You will take the Additional Security Measures described in Annex 1 to this letter.
3. Access. Your access and use is limited to the Data Sets and no other data is being made available to you under this letter. UNICEF will make the Data Sets available to you through the Access Modality described in Annex 1 to this letter. To the extent that such access is provided through access credentials (such as password protected means), you agree to treat all such access credentials as Confidential Information and to take all reasonable precautions to prevent unauthorized or accidental disclosure of such access credentials. You will not share such access credentials with any person except your Authorized Data Processor Personnel.
4. Permitted Purpose Only. You will only use the Data Sets for the Permitted Purpose specified in Annex 1 to this letter and no other purpose. You will not use the Data Sets, and you will ensure that your Authorized Data Processor Personnel do not use the Data Sets, for any other purposes, including (but not limited to) developing analyses, publications, product or service offerings to third parties, without the express prior written consent of UNICEF and, as applicable, the

relevant Third Parties. You will further not use the Data Sets, and you will ensure that your Authorized Data Processor Personnel do not use the Data Sets, for the business purposes of the Contractor or any third party and, in particular, you will not engage in profiling, tracking or “data mining” of the Data Sets or communications by or for UNICEF or data subjects, whether through automated or human means, nor will you use the Data Sets, nor any data from the Data Sets that has been anonymized or aggregated, for machine-learning, except as expressly authorized in writing by UNICEF.

5. Authorized Data Processor Personnel. Access to the Data Sets under this Agreement is limited exclusively to your Personnel that need to be involved for purposes of performing obligations under this Agreement (“Authorized Data Processor Personnel”). You will keep a list of your Authorized Data Processor Personnel that has access to the Data Sets and you will share that list upon request with UNICEF. You will be responsible for the compliance by your Authorized Data Processor Personnel with the conditions on access set out in this Agreement.
6. Authorized Data Sub-processor. Only those of your sub-contractors or affiliates that are approved by UNICEF and that sign a separate agreement with you substantially consistent with the terms of this Agreement can receive access to the Data Sets (“Authorized Data Sub-processor”). You will impose the same requirements relating to data protection and non-disclosure as are imposed upon you under this Agreement to the Authorized Data Sub-processors and you will remain responsible for compliance with such requirements by such Authorized Data Sub-processors.
7. Compelled Disclosure. In accordance with Article 5.3 of the UNICEF General Terms and Conditions of Contract (Services), if you or any of your Authorized Data Sub-processors receive a request for disclosure of any of the Data Sets under any judicial or law enforcement process, before you make the requested disclosure, you will give UNICEF (to the UNICEF Data Manager identified in Annex 1) sufficient notice of the request in order to allow UNICEF to have a reasonable opportunity to take protective measures or take such other action as may be appropriate and will notify the relevant authority of this.
8. Data Protection Standards. In accordance with Article 5.6 of the UNICEF General Terms and Conditions of Contract (Services), you confirm that you have a data protection policy in place that is consistent with UNICEF’s Policy for Personal Data Protection and meets all applicable data protection standards and legal requirements. You further confirm that you have uploaded a copy of your data protection policy on your UN Global Marketplace profile. You will apply such policy in the storage, use, processing, retention and destruction of the Data Sets. If you do not have your own data protection policy in place or if your policy does not meet at least the protection standards of UNICEF’s Policy for Personal Data Protection, you will comply with and apply UNICEF’s Policy for Personal Data Protection in the performance of your obligations under this Agreement.
9. Data Storage. You will ensure that the Data Sets are maintained and/or stored exclusively in member State(s) that have recognized the privileges and immunities of the United Nations. You will also ensure that data access is provided in accordance with Annex 1 only, that a full audit trail is recorded on data access, and shared with UNICEF promptly upon UNICEF’s request.
10. Record Keeping. You will maintain a record of all categories of processing activities carried out on behalf of UNICEF under this Contract (including by the Contractor’s Sub-Processors), containing (a) the name and contact details of the Contractor and its data protection officer; (b) the categories of processing carried out (including by the Sub-Processors); and (c) where applicable, transfers of Data Sets to another country than the countries listed in Annex 1.

11. Segregation of Data. In accordance with Article 5.7 of the UNICEF General Terms and Conditions of Contract (Services), you will use reasonable efforts to ensure the logical segregation of the Data Sets from other information to the fullest extent possible.
12. Safeguards and Control of Data. You will implement appropriate organizational, administrative, physical and technical safeguards and procedures to protect the security of the Data Sets, including against or from accidental or unauthorized destruction, loss, alteration, disclosure, access, or unplanned loss of availability in line with Annex 3. UNICEF reserves the right to request higher security standards if the industry standards increase during the duration of this Contract. You may change the measures set out in Annex 3 at any time so long as you maintain a comparable or better level of security and provide notice to UNICEF by e-mail thirty (30) days prior to the date the measures take effect. Any other change of the measures contained in Annex 3 will require an amendment of the Contract.
13. Security Incident. In accordance with Article 5.9 of the UNICEF General Terms and Conditions of Contract (Services), you will immediately notify UNICEF (to the UNICEF Data Manager identified in Annex 1) if there is any actual, suspected or threatened unauthorized or accidental disclosure of the Data Sets or other Security Incident affecting the Data Sets and you will implement all necessary damage mitigation and remedial actions necessary to (i) mitigate any deleterious effect of the Security Incident, (ii) correct, remedy or cure the Security Incident, which will include retrieving and destroying any data copied by a third party and (iii) prevent similar Security Incident from occurring in the future, and will restore UNICEF's and, as directed by UNICEF, end users' access to the Services, and, if applicable, comply with UNICEF's instructions. You will, at your sole cost and expense, cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. You will not provide notice of any Security Incident directly to any person or entity whose data were implicated in the Security Incident, to any Governmental Body or to any third party, in each case, without prior written permission from UNICEF.
14. Data Protection Impact Assessment. If UNICEF is required to perform a data protection impact assessment, you will provide any documents and information requested by UNICEF (for example, this letter agreement, the Contract, any policies, plans, strategies or other measures, in particular as set out in Annex 1, audit reports or certifications (i.e. of GDPR or compliance with other standards). Any additional assistance will be mutually and cooperatively agreed between the Parties.
15. Access Period; Termination. The access and permission given to you under this Agreement is limited to the Access Period. Unless otherwise expressly stated in Annex 1, the Access Period is defined as the duration of the Contract. UNICEF may, but is not obliged to, agree to extend the Access Period upon your request. If you or any of your Authorized Data Processor Personnel or Authorized Data Sub-processors breaches any of the conditions set out in this Agreement, UNICEF may terminate your access to the Data Sets and withdraw its permission for you to use the Data Sets with immediate effect. UNICEF may also terminate the Contract in accordance with Article 6.2(b) of the UNICEF General Terms and Conditions of Contract (Services).
16. Data Subject's Right to Information and Access Requests. If you or any of your Authorized Data Sub-processors receive a request from a data subject to access, rectify or delete its personal data or obtain information about the data processing, you will immediately notify UNICEF (to the UNICEF Data Manager identified in Annex 1) of such request. You will provide your reasonable cooperation to UNICEF to address such requests in accordance with the mechanisms set out in Annex 2 of the UNICEF Policy on Personal Data Protection.
17. Return / Destruction of Data. Unless otherwise expressly indicated in Annex 1, when the Access Period ends, you will transfer and return to UNICEF all the Data Sets, or, at UNICEF's option,

irrevocably destroy by applying industry standards all copies of the Data Sets held by you and your Authorized Data Processor Personnel or Authorized Data Sub-processors and confirm such destruction to UNICEF in writing. For the avoidance of doubt, the requirement to destroy the Data Sets does not apply to Data Sets held within a UNICEF Filing System.

18. Survival of Obligations. Your obligations under this letter will survive the expiry of the Access Period or the earlier termination of this Agreement or the expiry or earlier termination of the Contract.
19. Disagreements. Any disagreements or conflicts relating to this Agreement or the Data Sets will be addressed in accordance with Article 9.3 of the UNICEF General Terms and Conditions of Contract (Services).

Nothing in or related to this letter will be treated as a waiver of the privileges and immunities of the United Nations and its subsidiary organs, including UNICEF.

Please confirm your agreement with the conditions set out in this Agreement, on behalf of your organization, by signing, dating, and returning to us the enclosed copy of this Agreement. As soon as we receive the copy of this Agreement countersigned by you, we will facilitate the access to the Data Sets described in this letter and your Access Period will begin.

We look forward to working with you for the fulfillment of the Contract.

Yours sincerely,

[_____]

[Name]

[Title]

CONFIRMED AND AGREED ON BEHALF OF [FULL LEGAL NAME OF CONTRACTOR]:

_____ Date: _____

Name:

Title: