

**REQUEST FOR PROPOSAL FOR SERVICES**

**LRPS-2024-9193932**

**29 October 2024**

**UNITED NATIONS CHILDREN'S FUND (UNICEF)**

**Wishes to invite you to submit a proposal for**

**Conducting a national representative School-based Survey "Barometer of the situation in lower- and upper-secondary general education (grades 5-9 and 10-12)".**

**THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:**

**Prepared By:**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Radu Bradescu

(To be contacted for additional information, NOT FOR SENDING PROPOSALS)

Email : rbradescu@unicef.org

**Approved By:**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Tatiana Ribac

**REQUEST FOR PROPOSAL FOR SERVICES FORM**

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

**TERMS AND CONDITIONS OF CONTRACT**

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

**INFORMATION**

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

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2024-9193932** set out in the attached document, hereby offers to execute the services specified in this document.

Currency of Proposal: \_\_\_\_\_

Validity of Proposal: \_\_\_\_\_

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

10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_  
 Other \_\_\_\_\_

**Declaration**

The undersigned, being a duly authorized representative of the Company, represents and declares that:

1.	The Company and its Management <sup>1</sup> have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. fraud	<input type="checkbox"/>	<input type="checkbox"/>
	b. corruption	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organisation	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse;	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking;	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> #Management" means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.

2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	<input type="checkbox"/>	<input type="checkbox"/>
3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business ( <i>creating a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) ( <i>being a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>

**The UNICEF** reserves the right to disqualify the Company suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNICEF of any changes in the situations declared.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNICEF and the Company.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name of the Company: \_\_\_\_\_

UNGM #: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Email: \_\_\_\_\_

Item	Service Description	Quantity	Unit	Unit Price	Price
10	<b>Nat Inst Const to support MER</b>				
	School Barometer survey	1	PU		

## SPECIAL NOTES

### PART I - PURPOSE OF THIS REQUEST FOR PROPOSALS FOR SERVICES

#### 1. Background

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

#### 2. Solicitation

2.1 The purpose of this Request for Proposals for Services ("RFPS"), detailed in the Terms of Reference attached at Annex B, aims at supporting the Ministry of Education and Research (MER) in conducting a national representative School-based Survey #Barometer of the situation in lower- and upper-secondary general education (grades 5-9 and 10-12)".

2.2 This RFPS document is comprised of the following:

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

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

### PART II - PROPOSAL SUBMISSION PROCESS

#### 1. Proposal Submission Schedule

1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by email at [rbradescu@unicef.org](mailto:rbradescu@unicef.org) that they have received this RFPS.

#### 1.2 Instructions for proposal submission:

##### E-mailed submissions:

Proposals should be submitted in ENGLISH and must be received not later than 23:59 (EEST) on 20 November 2024, in one separate e-mail for the Technical Proposal containing a scanned copy of the duly signed and dated Technical Proposal with the e-mail subject "LRPS-2024-9193932 Technical", and another separate e-mail for the Price Proposal containing a scanned copy duly signed and dated with the e-mail subject "LRPS-2024-9193932 Financial". All offer files should be enclosed in the email, offers submitted as links to external file sharing platforms will be rejected.

Failing to specify RFPS number in subject line may lead to the offer not being opened for evaluation.

**The duly signed REQUEST FOR PROPOSAL FOR SERVICES FORM (pages 3-5 from this document) must be attached to the Technical Proposal e-mail. Incomplete proposals will be rejected.**

**The official address for e-mail submission will be [chisinautenders@unicef.org](mailto:chisinautenders@unicef.org).**

The e-mail sent shall be free from viruses and corrupted files. Max. File Size per transmission: 20 MB. Large offers can be split and sent in multiple emails, marked accordingly.

**Please note that submissions received after 23:59 EEST, 20 November 2024, will not be considered for opening and evaluation.**

**1.3 Questions from Proposers.** Proposers are required to submit any questions in respect of this RFPS by email to Radu Bradescu at [rbradescu@unicef.org](mailto:rbradescu@unicef.org). The deadline for receipt of any questions is two working days before the application deadline, COB.

**IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE - ANY PROPOSALS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.**

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

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

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

Usually the questions received will be anonymized and posted, together with the replies, on the UN.md and UNGM.org webpages this announcement is published on.

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

**1.5 Submission Deadline. The deadline for submission of proposals is as follows: 20 November 2024, 23:59(EEST).**

**Any proposals received by UNICEF after the Submission Deadline will be rejected.**

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

## **2. Language**

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

## **3. Validity of proposals; Modification and Clarifications; Withdrawal**

### **3.1 Validity Period. Important!**

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**Proposers must indicate the validity period of their Proposal. Due to a mandatory UNICEF requirement, proposals should be valid for a period of one hundred and twenty (120) days**



**after the Submission Deadline.**

\*\*\*\*\*

**A Proposal valid for a shorter period of time shall not be further considered.**

UNICEF may request the Proposer to extend the validity period. The Proposal of Proposers who decline to extend the validity of their Proposal shall become disqualified as no longer valid.

3.2 Other Changes. All changes to a Proposal must be received by UNICEF prior to the Submission Deadline. The Proposer must clearly indicate that the revised Proposal is a modification and supersedes the earlier version of the Proposal, or state the changes from the original Proposal.

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

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

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

**4. Eligibility; Proposer Information**

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

4.2 Joint Venture, Consortium or Association.

(a) If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the proposal, each such legal entity will confirm in their joint Proposal that:

- they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Proposal; and

- if they are awarded the contract, the designated lead entity will enter into the contract with UNICEF, who will be acting for and on behalf of all the member entities comprising the joint venture.

(b) After the Proposal has been submitted to UNICEF, the lead entity identified to represent the joint venture will not be altered without the prior written consent of UNICEF.

(c) If a joint venture's Proposal is the Proposal selected for award, UNICEF will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.

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

4.4 Proposals from organizations where the sole proprietor is a former or retired UNICEF/UN staff member. Any organization, whose sole proprietor is a former or retired staff member of

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

## 5. Preparation of Offer

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

- Examine all terms, requirements and formal submission instructions (e.g. regarding form and timing of submission, marking of envelopes, no price information in technical proposal etc.) included in the RFPS documents (including the Instruction to Proposers section);
- Review the RFPS to ensure that they have a complete copy of all documents;
- Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website: [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html);
- Review the UNICEF policies publicly available on the UNICEF Supply website: [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html).

In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;

- Attend any bid conference if it is mandatory under this RFPS;
- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services.

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

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

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

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

**5.5 The completed and signed Request for Proposal for Services Form (Bid Form) must be submitted along with the Technical Proposal. The Request for Proposal for Services Form must be signed by a duly authorized representative of the Organization/Company.**

Please provide in the Bid Form the United Nations Global Marketplace (UNGM) vendor number, if available. To register the company in the UNGM, please follow the simple registration process detailed at <https://www.ungm.org/Public/Pages/RegistrationProcess>. Although the required registration is 'Basic Level', all UNICEF vendors are encouraged to register at 'Level 1' in order to provide the certificate of registration/incorporation.

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

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

5.8 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference/Statement of Work for this RFPS.

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

#### 5.10 Check-list for proposal preparation:

- **Separate e-mails/envelopes for Technical and Price proposals.**
- **Request for Proposals for Services Form filled and signed.**

**Regarding Declaration statements - Please mark "YES" if company or management has NOT been charged for any of the actions listed. Choose "NO" if official decisions were issued regarding company or management (subject to additional screening).**

- **Request for Proposals for Services Form included in the Technical Offer e-mail/envelope.**
- **All Technical/Price Offers files included in the email, no external links.**
- **Proposals are clearly marked with the RFPS number: LRPS-2024-9193932 in the email title or on the envelope.**
- **Joint venture/consortium/subcontractor arrangements are addressed in the Technical Proposal.**
- **Delivery arranged before the deadline (in case of hardcopy submissions).**
- **Validity period of the proposal- at least 120 days.**
- **Proposal sent to the official tender e-mail address: [chisinautenders@unicef.org](mailto:chisinautenders@unicef.org), no other UNICEF e-mails in cc.**

#### 6. Proposal Documents; Confidentiality

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

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

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

## **7. Multiple proposals and proposals from related organizations**

7.1 Proposers shall not submit more than one Proposal as part of this RFPS process.

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

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

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

## **PART III -AWARD/ADJUDICATION OF PROPOSALS**

### **1. Award**

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

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

First, each Proposal will be evaluated for compliance with the mandatory requirements of this RFPS. Proposals deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFPS, including, but not limited to, failure to provide all required information, may result in a Proposal being disqualified from further consideration.

Second, UNICEF will evaluate the Technical Proposal part for compliance with the technical requirements stated in this RFPS on the basis of the Proposal evaluation approach set out below.

Third, UNICEF will undertake a commercial evaluation of the Price Proposal part of technically compliant Proposals on the basis of the Proposal evaluation approach set out below.

### **1.2 Proposal Evaluation Approach.**

Weighted scoring evaluation approach

The evaluation criteria will be a split between technical and commercial (price proposal) scores (a 70/30 split).

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

#### **a) Technical Evaluation, based on the following criteria:**

**Overall response- 5 maximal points.**

**Company experience and key personnel qualification- 40 maximal points.**

**Proposed Methodology and Approach#- 25 maximal points:**

**Total Maximum technical score - 70 Points**

Only Proposals which receive a minimum of 55 points will be considered for further evaluation.

#### **b) Price Proposal (commercial evaluation)**

The total amount of points allocated for the price component is 30. The maximum number of

points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Score for price proposal X = (Max. score for price proposal (30 Points) \* Price of lowest priced proposal) / Price of proposal X

Total obtainable Technical and Price points: 100

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

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

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

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

**1.6 Limited company evaluation.** During the selection process, UNICEF may conduct a limited company evaluation as part of the standard internal procedure. In this regard, the bidder may be requested the latest audited financial statements with comparative figures for the two most recent years, the certificate of registration and UNGM vendor number.

## **2. General Terms And Conditions Of Contract (Services)**

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

## **3. Rights of UNICEF**

3.1 UNICEF reserves the following rights:

(a) to accept any Proposal, in whole or in part; to reject any or all Proposals; or to cancel this solicitation process in its entirety;

(b) to verify any information contained in Proposer's response (and the Proposer will provide UNICEF with its reasonable cooperation with such verification);

(c) to invalidate any Proposal received from a Proposer that, in UNICEF's sole opinion has previously failed to perform satisfactorily or complete contracts on time, or UNICEF believes is not in a position to perform the contract;

(d) to invalidate any Proposal that, in UNICEF's sole opinion, fails to meet the requirements and instructions stated in this RFPS;

(e) to suspend negotiations or withdraw an award to a Proposer at any time up until a contract has been signed with such Proposer. UNICEF is not required to provide any justification, but will give notice prior to any such suspension of negotiations or withdrawal of award.

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

## **PART IV - REQUIREMENTS**

### **1. Price and Payment**

1.1 Price. The fee for the services and deliverables will be treated as inclusive of all costs,

expenses, charges or fees that the Proposer may incur in connection with the performance of the work. The Proposer is invited to offer any unconditional discounts. Further, the Proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

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

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

1.3 Currency.

(a) The currency of the Proposal shall be in MDL or USD. UNICEF will reject any proposals submitted in another currency.

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

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

## 2. Implementation

2.1 No Reliance. Except as expressly set out in the RFPS documents, UNICEF will have no obligation to provide any assistance to the contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the performance of the work. If the Proposer requires any facilities, equipment, materials, systems or licenses in order to do the work, this must be explicitly detailed in its Proposal.

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

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

(a) The key experts proposed in the Proposal must not be part of any other Proposer's Proposal being submitted for this RFPS process. They must therefore engage themselves exclusively to the Proposer.

(b) Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Terms of Reference/Statement of Work and the Proposal.

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

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

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

(i) Those that were undertaken together by the joint venture; and

(ii) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in this RFPS.

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

### **3. Liquidated Damages**

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

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

## **PART V - PROPOSER REPRESENTATIONS**

### **1. Price - Most Favoured Customer**

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

### **2. General Representations**

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

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

any resulting contract. The Proposer has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any service, deliverable or outcome that may be acquired under any resulting contract.

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

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

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

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

2.6 The Proposer will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

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

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

### **3. Ethical Standards**

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

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

3.1 In respect of all aspects of the solicitation process the Proposer has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Proposer has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the services requested under this RFPS; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the services requested under this RFPS.

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

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

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

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

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

3.5 Neither the Proposer nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Proposer will immediately disclose to



UNICEF if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the contract. If the Proposer or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of any resulting contract, UNICEF will be entitled to suspend the contract for a period of time up to thirty (30) days or terminate the contract, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Proposer. If UNICEF chooses to suspend the contract it will be entitled to terminate the contract at the end of the thirty (30) days' suspension at UNICEF's sole choice.

3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html). In particular, the Proposer will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

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

3.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

3.9 The Proposer has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Proposer to perform any services in the Proposer's participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Proposer has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Proposer, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person.

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

3.11 The Proposer will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.

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

#### **4. Audit**

4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of a contract awarded in relation to this RFPS, including but not limited to the award of the contract and the Proposer's compliance with the provisions of Article 3 above. The Proposer will provide

its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Proposer's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Proposer will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.

## INSTRUCTION TO PROPOSERS

### 1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.7, 1.8 and/or 1.9 should then be followed accordingly.

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

1.3 Proposals must be clearly marked with the RFP(S) number and the name of the company submitting the Proposal.

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

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

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

**NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.**

1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the schedules/Terms of Reference/Statement of Work for this RFP(S).

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 The Proposal must be sent for the attention of unit/team and address as specified in this RFP/RFPS. Proposals not sent in this manner will be disqualified.

1.7.3 They must be clearly marked as follows:

\* Outer sealed envelope:

Name of company  
[RFP(S) NO.]  
[NAME OF UNIT & UNICEF OFFICE ADDRESS]

\* Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number - technical proposal

\* Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFP(S) number - price proposal

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.8.2 Faxed Proposals must be returned to the ONLY ACCEPTABLE FAX NUMBER for Proposals as specified in this RFP(S) Document. Proposers should note that Proposals received at any other fax number will be invalidated.

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.9.2 All e-mailed Proposals must be submitted to the ONLY ACCEPTABLE E-MAIL ADDRESS as specified in this solicitation document. No other recipient should be "Cc" or "Bcc" in the e-mail submission. Proposals not sent in this manner will be disqualified.

1.9.3 All Proposals submitted by e-mail must be submitted as email attachments. The Technical Proposal and Price Proposal must be sent as separate attachments and clearly indicated as such in the file name (e.g. Company ABC Technical Proposal, Company ABC Price Proposal). Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.

### 2. OPENING OF PROPOSALS

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

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

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

### 3. UNGM REGISTRATION

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

### 4. AWARD NOTIFICATION

4.1 UNICEF reserves the right to make a public notification of the outcome on an RFP(S) advising product/service, awarded supplier and total value of award.

## ANNEX A GENERAL TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

#### Definitions and UNICEF Supply Website

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

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

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

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

"Contractor" means the contractor named in the Contract.

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

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

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

"Fee" is defined in Article 3.1.

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

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

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

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

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

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

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

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

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combatting Fraud

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

#### 2. Provision of Services and Deliverables; Contractor's Personnel; Sub-Contractors

##### Provision of Services and Deliverables

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

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

2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and the time schedule under the Contract. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Contractor. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

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

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

##### Non-conforming Services and Consequences of Delay

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

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

2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNICEF can, at its option:

## ANNEX A GENERAL TERMS AND CONDITIONS

(a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);

(b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance;

(c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;

(d) give written notice to terminate the Contract for breach, in accordance with Article 6.1 below, if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not capable of remedy;

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

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

### Contractor's Personnel and Sub-Contractors

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

(a) The provisions of Article 7 (Ethical Standards) will apply to the Contractor's Personnel as expressly stated in Article 7.

(b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

(c) The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.

(d) At any time during the term of the Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF's request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions.

(e) If one or more of Contractor's Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14) days in advance; and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement Personnel in sufficient detail to permit evaluation of the impact on the engagement.

(f) The approval of UNICEF of any Personnel assigned by the Contractor (including any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract. The Contractor's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

(g) All expenses of the withdrawal or replacement of the Contractor's Personnel will, in all cases, be borne exclusively by the Contractor.

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

2.12 The Contractor confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and

Safeguarding of Children. The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Contractor will further cooperate with UNICEF's implementation of this policy.

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

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

### 3. Fee; Invoicing; Tax Exemption; Payment Terms

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

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

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

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

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

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withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

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

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

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

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

#### 4. Representations and Warranties; Indemnification; Insurance

##### Representations and Warranties

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

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

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

##### Indemnification

4.4 The Contractor will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its

officials, employees, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

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

##### Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

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

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

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

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

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

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

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

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

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

##### Liability

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

#### 5. Intellectual Property and Other Proprietary Rights; Data Protection; Confidentiality

Intellectual Property and Other Proprietary Rights

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5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials ("Contract Materials") that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

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

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

### Confidentiality

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

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

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

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

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

### Data Protection and Security

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

5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data

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

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

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

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

### Service Providers and Sub-Contractors

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

### End of Contract

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

(a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor or its sub-contractors and confirm such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

### 6. Termination; Force Majeure

#### Termination by Either Party for Material Breach

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



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### Additional Termination Rights of UNICEF

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

- (a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or
- (b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or
- (c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

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

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

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

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

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

### Force Majeure

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

resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

### 7. Ethical Standards

7.1 Without limiting the generality of Article 2 above, the Contractor will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

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

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

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

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

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

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

7.4 The Contractor will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption. In particular, the Contractor will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

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

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

7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will

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entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

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

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

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

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

### 8. Full Cooperation with Audits And Investigations

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

### 9. Privileges and Immunities; Settlement of Disputes

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

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

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

### 10. Notices

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

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

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

### 11. Other Provisions

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

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

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

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

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

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

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

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

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

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

## LRPS-2024-9193932

### Annex B, Terms of Reference

#### Terms of Reference

Technical support to the Ministry of Education and Research to conduct a national representative School-based Survey "Barometer of the situation in lower- and upper-secondary general education (grades 5-9 and 10-12)"

**Position type:** National Institutional / Company

**Location:** Chisinau, Republic of Moldova and other localities across Moldova (urban and rural) where the schools will be selected (except the left bank of the Nistru River)

**Duration:** November 2024-June 2025 (data collection Feb-April 2025)

#### Background

This Terms of Reference is developed for consultancy services to support the Ministry of Education and Research (hereinafter 'the MER) in collecting of agreed set of indicators by conducting a national representative school-based survey among school principals, teachers, parents/caregivers and students in lower- and upper-secondary general education - grades 5-9 and 10-12 (hereinafter "the School-based survey") to collect data on the following 6 domains:

- Satisfaction with the quality of education;
- Student participation in school decision-making;
- Informal payments;
- Awareness of human and children's rights;
- Gender equality;
- Bullying and student wellbeing.

The ongoing education reform is focused on making systemic changes to the education system. The newly approved Education Sector Plan (ESP) 2030 has a long-term vision for the education system, emphasizing inclusion, equity, quality, gender responsiveness, and resilience. The ESP aims to ensure that all children, regardless of social status, gender, disability, ethnicity, language spoken have access to a safe and child-friendly learning environment and they are supported by teachers, parents, and communities, particularly in a changing and challenging environment. The government uses the ESP to coordinate partners and mobilize additional domestic and external resources, in addition to domestic resources, to achieve its goals. Regular monitoring of the indicators is needed to better understand the situation in the following domains: satisfaction with the quality of education, awareness on human/ child rights, gender equality, pupils' participation in school decision making, bullying phenomenon and informal payments.

To better understand the situation, progress and challenges, the UN Agencies, namely UNICEF as a lead agency in cooperation with UNFPA, UN Women, UNDP and OHCHR (hereinafter 'the involved UN Agencies'), are seeking for a national sociological company to support the MER to conduct the school-based survey and collect the indicators (Annex A).

#### Purpose of the consultancy

The selected company (hereinafter “the Contractor”) will provide technical expertise in further development of the survey methodology, sampling strategy and data collection tools/questionnaires, considering existing international standards and/or previous surveys conducted at the national level. The Contractor will ensure data collection and analysis in line with proposed methodology, to calculate the indicators (Annex C) to be used by the MER and the involved UN Agencies. As specified above, the School-based survey will be conducted among school principals, teachers, parents/caregivers and students from grades 5-9 and 10-12.

Important note: As a part of the School-based survey, the questionnaire for students will be developed, pre-test conducted and all questions finalised and agreed by the MER. Respectively, the Questionnaire for Student Survey A1 (more details in Methodological approach chapter) will be taken over and further administrated by the MER to collect information from about 30,000 students during 2025 Maths Test for the Grade 9 students in all schools in the Republic of Moldova (tentatively, March 2025), that **is not a part of the current Request for Proposal – RFP and will be managed separately under different procurement process.**

## Methodological approach

### General considerations:

The proposed methodological approach is the one used internationally in PISA<sup>1</sup>, with some adjustments to the context of the Republic of Moldova:

- Data collection is planned for **February - April 2025**
- The primary survey unit is an **educational institution/school**, not a household.
- The participation of 4 target groups: **school principals, teachers, parents/caregivers, and students.**
- **Demographic characteristics** ( age, sex etc.) will be collected and reflected in general description of the samples.
- **School principals, teachers and parents/caregivers** will take part in a survey, which will include all **6 domains**.
- **Students** will be divided into two groups and two different samples will be used ( about 1,800 students each) to conduct **two separate surveys** . Respectively, **two separate Questionnaires** will be administrated covering **3 domains each**, as specified below:
  - **Survey A1** will include the following domains:
    - 1. Satisfaction with the quality of education
    - 2. Student participation in school decision-making
    - 3. Informal payments;
  - **Survey A2** will focus on the following:
    - 1. Awareness of human and children rights,
    - 2. Gender equality
    - 3. Bullying and student wellbeing.
- The Students surveys will be conducted among lower-secondary (gymnasium) and high school students covering grades 5-9 and 10-12, respectively. **Data disaggregation will be by classes**, not by age, as students of different ages can study in the same class
- **Demographic characteristics** (age, sex etc.) will be collected and reflected in general description of the samples.

### Other requirements:

- Questionnaires will be piloted in at least 2 educational institutions: the one in which Romanian is taught as primary language and another school with teaching in Russian;

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<sup>1</sup> [Country Reports - Education GPS - Moldova \(oecd.org\)](https://www.oecd.org/country-reports-education-gps-moldova/)

- The Contractor will ensure that collected data is sufficient to calculate both Participation rate and Response rate for further analysis and interpretation of data.

All the tasks will be implemented in close collaboration with the MER and the involved UN Agencies, as listed above, who will endorse all deliverables. Throughout the process, consultative meetings will be organized by the Contractor (either in person or on-line) with the MER and the involved UN Agencies (at least four - kick off meeting to agree on the timeline and workplan, initial presentation of the survey protocol, presentation of preliminary findings and final validation meeting).

More details on each survey are presented below (Table 1).

Surveys	Domains	Recommended Sampling	Recommended Data collection	Recommended Data weighting
<b>Students survey A1</b>	3 domains: <ul style="list-style-type: none"> <li>• Satisfaction with the quality of education</li> <li>• Student participation in school decision-making</li> <li>• Informal payments</li> </ul>	Recommended sample <b>1,800 students</b> (margin of error: $\pm 2.3\%$ ) to be representative for lower-secondary (gymnasium) and high school students – grades 5-9 and 10-12.	- Student self-completion questionnaires (CAWI <sup>2</sup> )  - Face-to-face completion by the interviewer (CAPI <sup>3</sup> ) is recommended for children with special educational needs (SEN) and/or with disabilities, or for other children who request this;	Depending on sample structure, the following weighting may be required: <ul style="list-style-type: none"> <li>• weighting based on school size;</li> <li>• inversely proportional weighting to the number of classes by schools in the sample;</li> <li>• weighting based on the number of students by class;</li> <li>• surveys targeting gender dimension might require weighting based on sex.</li> </ul>
<b>Students survey A2</b>	3 domains <ul style="list-style-type: none"> <li>• Awareness of human and children rights,</li> <li>• Gender equality and</li> <li>• Bullying and student wellbeing.</li> </ul>	Recommended sample <b>1,800 students</b> (margin of error: $\pm 2.3\%$ ) to be representative for lower-secondary (gymnasium) and high school students – grades 5-9 and 10-12.		
<p><u>Student surveys important aspects:</u></p> <p><u>Sampling</u> - stratified, pseudo-probabilistic, shall be carried out taking into account MER data for the 2024/2025 academic year, or the 2023/2024 academic year, considering:</p> <ol style="list-style-type: none"> <li>1. The total number of students in lower-secondary (gymnasium, grades 5-9) and high school students (grades 10-12) ;</li> <li>2. The number of students by territorial administrative units and localities (rural and urban);</li> <li>3. Distribution of students by geographical area: North, South (including the Autonomous Territorial Unit of Gagauzia (ATUG) as a separate region, Center and Chisinau municipality</li> <li>4. The number of students by educational institution;</li> <li>5. The number of classes by educational institution;</li> <li>6. The number of students by class;</li> </ol> <p><u>Additional aspects of sampling</u></p> <p>- In the case of high schools, the statistics regarding the number of: (i) district schools, (ii) model schools shall be taken into account.</p>				

<sup>2</sup> Computer Assisted Web Interviewing.

<sup>3</sup> Computer Assisted Personal Interviewing.

- Schools teaching Romanian as a primary language, schools for minorities , mixed schools, schools with refugee students shall be considered .
- Since the sample will contain schools with only one class, but also schools with 2-3 or more parallel classes, then a discrepancy arises in the chance of being selected, which can create a sampling bias. This aspect should be considered by applying the Kish method at the selection stage of responding students, or, later at the data analysis stage, by inverse probability weighting to the number of classes by schools in the sample.
- In order to interview students, the consent of one of the child's parents/caregivers is necessary. Later, at the student interview stage, child's consent to participate in the survey will be necessary, too.

Data collection :

- **Questionnaire size / the number of questions** shall consider the grade where students are (5-9 and 10-12) and shall last for **30-45 minutes at most**.
- Students shall have the opportunity to choose the **language for completing the questionnaire**: Romanian or Russian.
- For children with **SEN and/or disabilities** , who have reading/vision/motor difficulties, the interviewer should be prepared to conduct the discussion in an inclusive and protected environment.

Survey	Domains	Recommended Sampling	Recommended Data collection	Recommended Data weighting
<b>Parents/caregivers survey</b> will be conducted in parallel with the <b>Students survey A1</b> .	All 6 domains  1. Satisfaction with the quality of education 2. Student participation in school decision-making 3. Informal payments 4. Awareness of human and children rights, 5. Gender equality 6. Bullying and student wellbeing.	Recommended sample <b>1,800 parents/caregivers</b> of students participated in <b>Survey A1</b> ( one parent/caregiver of each student ) Thus, the data obtained from the parents will be related to schools	Parents/caregivers Self-completion questionnaires are recommended (CAWI).	Depending on sample structure, the following weighting may be required: <ul style="list-style-type: none"> <li>• weighting based on the response rate;</li> <li>• weighting based on sociodemographic characteristics</li> <li>• weighting based on the school type.</li> </ul>

Parents/caregivers Survey important aspects:

Sampling- considering parent/caregiver's participation rate that could be lower in comparison to students, final number of responses could be 1,000-1,200. The Contractor will develop and apply statistical methods to address (i) lower participation rate, especially for parents/caregivers who have nothing to do with the school, (ii) difficulties of weighting by socio-demographic categories.

Survey	Domains	Recommended Sampling	Recommended Data collection	Recommended Data weighting
<b>Teachers Survey</b>	All 6 domains  1. Satisfaction with the quality of education 2. Student participation in school decision-making 3. Informal payments 4. Awareness of human and children rights, 5. Gender equality and	<b>All the teachers</b> who teach in the classes of the students participating in the <b>Students survey A1</b>	Teacher self-completion questionnaires are recommended (CAWI). In some situations, face-to-face completion by the interviewer (CAPI) or by phone (CATI <sup>4</sup> ) can be used.	Depending on sample structure, the following weighting may be required: <ul style="list-style-type: none"> <li>• weighting based on school size;</li> <li>• weighting based on the number of teachers;</li> </ul>

<sup>4</sup> Computer Assisted Telephone Interviewing.

	6. Bullying and student wellbeing.			
Survey	Domains	Recommended Sampling	Recommended Data collection	Recommended Data weighting
<b>School Principals Survey</b>	<p>All 6 domains</p> <ol style="list-style-type: none"> <li>1. Satisfaction with the quality of education</li> <li>2. Student participation in school decision-making</li> <li>3. Informal payments</li> <li>4. Awareness of human and children rights,</li> <li>5. Gender equality and</li> <li>6. Bullying and student wellbeing.</li> </ol>	<p>Sampling – stratified, pseudo-probabilistic,</p> <p>Sample – at least <b>101 educational institutions.</b></p> <p>The survey will be conducted at the same time as the Students surveys (A1 and A2), the sample shall include all principals of the selected educational institutions, plus other educational institutions to reach the number of at least 101 educational institutions .</p>	<p>Principal self-completion questionnaires are recommended (CAWI).</p> <p>In some situations, face-to-face completion by the interviewer (CAPI) or by phone (CATI) shall apply.</p>	<p>Depending on sample structure, the following weighting may be required:</p> <ul style="list-style-type: none"> <li>• weighting based on school location;</li> <li>• weighting based on school type.</li> </ul>

School Principals Survey important aspects:

Sampling – stratified, pseudo-probabilistic, shall be carried out considering MER data for the year of studies, or the last year of studies, regarding:

- The number of educational institutions by territorial administrative units and localities (rural and urban);
- Educational institution type (high school/secondary school);
- In the case of high schools, the statistics regarding the number of: (i) district schools, (ii) model schools shall be considered.
- Schools teaching Romanian as a primary language, schools for minorities and mixed schools shall be represented.

### Key tasks, deliverables and payment schedule/timeline \*

Table 2. Key tasks, deliverables, and payment schedule/timeline

Key Tasks	Deliverables and payment schedule	Timeline
<b>Preparatory phase</b>		
<p>Conduct a review of the indicators (Annex A) and recommended methodology to inform sampling and questionnaire design.</p> <p>Clear outline the goals and objectives of the survey in consultation with involved UN agencies and the MER</p>	<p>1. Draft Survey Protocol (in Romanian), including Questionnaires (in Romanian and Russian) approved by the National Ethical Review committee.</p>	<p>Nov-Dec 2024</p>

<p>Use appropriate sampling techniques to select a representative sample of schools (students, parents/caregivers, teachers and school principals).</p> <p>Develop a draft of the survey questions ensuring they are clear, unbiased, and relevant.</p> <p>Develop draft Survey protocol that will include detailed workplan, methodology, sampling, data collection tools, ethical consideration etc.</p> <p>Obtain necessary ethical approvals and permissions from relevant authorities.</p>	<p><b>20% of the contract amount, costs to be covered by UN Women</b></p>	
<p>Train data collectors on the survey protocol and ethical considerations.</p> <p>Conduct a pilot test of the questionnaires to identify any issues and make necessary adjustments.</p> <p>Finalise data collection tools based on the results of the pilot test</p>	<p>2. Final Survey Protocol (in Romanian and English)</p> <p>3. Questionnaires for Students Survey A1 and A2 (in Romanian and Russian) to be submitted and used by the MER to collect information from about 30,000 students of grade 9</p> <p><b>15% of the contract amount, costs to be covered by UNFPA</b></p>	<p>Dec 2024- Feb 2025</p>
<b>Implementation phase</b>		
<p>Conduct the survey in schools, ensuring data is collected consistently and accurately.</p> <p>Ensure accurate and secure data processing and storage. Clean the data to remove any inconsistencies or errors.</p> <p>Perform statistical analysis to interpret the data and draw conclusions.</p> <p>Present the basic descriptive statistics of the survey data.</p>	<p>4. Documentation of fieldwork, Raw database (cleaned) and statistical tables</p> <p><b>30% of the contract amount, costs to be covered by UNICEF</b></p>	<p>Feb – April 2025</p>
<b>Final phase</b>		
<p>Write a comprehensive report detailing the methodology, findings, and recommendations covering all 6 domains and all groups: children, parents/caregivers, teachers and school principals.</p> <p>Share the findings with the MER and UN Agencies</p>	<p>5. Draft Report (in Romanian)</p> <p><b>15% of the contract amount, costs to be covered by OHCHR</b></p>	<p>April – May 2025</p>
<p>Finalise the report, considering feedback and comments from involved parties to reflect background, objectives, scope, methodology (survey design, questionnaire, detail on data collection process, detailed analysis of survey results ( tables, charts, graphs to illustrate key findings), conclusions and recommendations.</p>	<p>6. Final Report (in Romanian and English)</p> <p><b>20% of the contract amount, costs to be covered by UNDP</b></p>	<p>June-July 2025</p>

\* Detailed deliverables and exact deadlines will be mutually agreed upon contract signature

Monitoring of the assessment will be ensured by reporting on progress for each deliverable via email to UNICEF and the MER (with cc of all involved UN Agencies). Regular meetings (either in person or on-line)



will be organized by the Contractor with the MER and involved UN Agencies (at least four - kick off meeting to agree on the timeline and workplan, initial presentation of the survey protocol , presentation of preliminary findings and final validation meeting)

Payments will be rendered upon successful completion of each task and submitted deliverables as outlined above.

### Reporting and supervisory arrangements

The Contractor will work under direct supervision of the UNICEF, M&E Specialist. Each agency will nominate a focal point to oversight the quality of deliverables and proceed with payments in line with agreed contributions.

UNICEF, in collaboration with the involved UN Agencies will regularly communicate with the Contractor and provide feedback on deliverables performance and all other necessary support to achieve objectives of the assignment, as well as remain aware of any upcoming issues related to the Contractor performance and the quality of work. All the activities and deliverables undertaken by the Contractor shall be discussed and planned in consultation with UNICEF and all involved UN Agencies. Throughout the assignment, necessary guidance will be provided by the MER and the involved UN Agencies.

All products will be subject to review before approval. **All deliverables will be presented in Romanian** to ensure proper consultation process with the MER and will be submitted in electronic format (Word, Excel, Visual etc.). The final report needs to be in print-ready format, layout agreed with the involved UN Agencies and UN branding ensured.

**Survey Protocol and Final Report** need to be submitted also in English.

### Performance indicators for evaluation of results

The performance of work will be evaluated based on the following indicators:

- Completion of tasks specified in ToR;
- Compliance with the established deadlines for submission of deliverables;
- Quality of work;
- Demonstration of high standards in cooperation and communication with the Government and UN Agencies.

### Qualifications

- Minimum of 5 years of demonstrated experience in quantitative research, data collection and analysis , including proven track record in developing structured and well-written reports (reference to the examples need to be provided) in all/one of the six domains as described above;
- Experience of undertaking school-based surveys and involvement of children is a strong asset;
- Relevant experience in working with international organizations (working with UN Agencies highly preferred) and knowledge of UNICEF /UN standards on ethics in research ;
- Previous experience in collaboration with the MER

### Ethical considerations

The contractor will be responsible for considering ethical issues concerning the participation of children/adolescents in the study, as well as those related to the researched topic. The Contractor will ensure that the process is in line with the [United Nations Evaluation Group \(UNEG\) Ethical Guidelines](#). The Contractor should be sensitive to beliefs, manners and customs and act with integrity and honesty while interacting with adolescents, vulnerable groups, stakeholders etc. Furthermore, the Contractor

should protect the anonymity and confidentiality of individual information. All participants should be informed about the context and purpose of the Study, as well as about the confidentiality of the information shared.

The methodology must comply with [UNICEF Procedure for ethical standards in research, evaluation, data collection and analysis](#). The proposed research methodology and report should include a section identifying anticipated or actual ethical issues as well as measures and methods to address or mitigate these issues, for example: collecting data directly from stakeholders, protecting anonymity and confidentiality of individual information sources, etc.

Considering child participation, the Survey protocol, that will include detailed methodology and data collection tools. Ethical consideration etc. will be submitted to the National Ethical review body by the Contractor. UNICEF will provide contact details and list of documents for Ethical review.

#### Children in risk situations

When developing a Survey protocol the Contractor will consult the MER and agree on the procedures and mechanisms on **how to address/report potential cases of child abuse** (if any) to respect relevant policy. Field operators should be specifically trained to work with students, including **children with special educational needs (SEN) and/or children with disabilities**. The training will also include aspects of ethics, confidentiality, but also reporting mechanisms, in the event that children in risks situation are identified.

#### Students Survey

**Student consent** form shall contain the following information, adapted in a way a child can understand, according to his or her age: (i) who conducts the survey, (ii) the purpose of the survey, (iii) what are the expectations related to child's participation in the survey, (iv) explanations related to data confidentiality (is the participation anonymous or not, is the child's identity disclosed, how, where and who stores and keeps the data, the data retention period, etc.), (v) the risks related to child's participation / non-participation in the survey, his/her refusal to participate, (vi) information on the possibility to drop out the survey if the responded feels uncomfortable or due to other personal reasons, (vii) information on the structures to which he/she can turn in case unpleasant situations arise during participation in the survey, or following the survey: Child's telephone number, local contact of the school, etc. (viii) other information that may be required depending on the survey topic.

#### Parents/caregivers, Teachers and School Principals Surveys

The **informed consent** form shall contain the following information: (i) who conducts the survey, (ii) the purpose of the survey, (iii) what are the expectations related to teacher participation in the survey, (iv) explanations related to data confidentiality (is the participation anonymous or not, is respondent's identity disclosed, how, where and who stores and keeps the data, the data retention period, etc.), (v) the risks related to participation / non-participation in the survey, refusal to participate (vi) information on the possibility to drop out the survey if the respondent feels uncomfortable or due to other personal reasons; (vii) other information that may be necessary depending on the survey topic.

Use of documents and information provided by UNICEF or acquired during the contract implementation is allowed only for the tasks related to the ToR.

#### **Performance indicators for evaluation of results**

The performance of work will be evaluated based on the following indicators:

- Completion of tasks specified in the TOR and jointly agreed work plan;
- Compliance with the established deadlines for submission of deliverables;
- Demonstration of high standards of work with UN and with counterparts;
- Quality of work.

### Content of technical proposal

The Technical Proposal should include the following key elements:

- Corporate Profile (team profile) highlighting the bidders' qualifications and experience in implementing the assignment, please include details of specific experience with similar assignments in the past five years demonstrating how you meet UNICEF requirements for this assignment
- Detailed understanding of UNICEF's requirements for this assignment and bidders value proposition
- Detailed Methodology
- Proposed timeline and milestones
- Ethical consideration section, reflecting special measures will be put in place to ensure that the survey process is conducted in accordance with UNICEF's ethical procedures.

Bidders are requested to back up their submissions by providing:

- Evidence in the form of job completion certificate, contracts and/or references.
- References to similar exercises (surveys, studies) containing the following information:
  - Name of organization
  - Title of the survey / study
  - Year
  - Scope of the study / survey
  - CVs of team members relevant for this assignment and their specific roles in respective survey/study
  - Period of implementation (start and end dates)
  - References and/or contact person details
- Details of the proposed Survey Team and key personnel for the assignment including the following information:
  - Title and responsibilities of each Survey Team member
  - CVs, reflecting educational qualifications and professional experiences
  - Experience in working on similar surveys and assignment (list all relevant projects they worked on and their roles on those surveys/studies)

### Financial Proposal

The financial proposal shall indicate total budget **estimated in MDL**, as well as a detailed breakdown of budget items covering all survey stages, including preparatory stage, development of survey tools and methodology, sampling, training of interviewers, field work (pre-test and data collection), data processing and analysis, report writing, validation meeting and dissemination of the results. It will also cover travel (in country), translation as well as other relevant expenses. If not provided by the ToR, UNICEF and the involved UN Agencies will not reimburse additional costs not directly related to the assignment outcome, such as translation/interpretation services, local travels, passport/visa costs, hardware, software, stationery, logistic and meeting costs.

As a Moldovan resident company planned to be selected for contracting, MDL will serve as contract currency converted at the UN exchange rate applicable at contract signature date.

### Evaluation criteria for selection

The submissions should contain two separate proposals: a Technical Proposal and a Financial Proposal.

The Technical proposal will be evaluated against the following criteria:

Technical Criteria	Technical evaluation sub-criteria	Maximum Points
<b>Overall Response</b>	Completeness of response Overall concord between RFPs requirements and proposal	5
<b>Maximum points</b>		5
Company and Key Personnel	Demonstrated experience in quantitative research, data collection and analysis , including proven track record in developing structured and well-written reports ( reference to the examples need to be provided) in all/one of the six domains as described above Experience of undertaking school-based surveys and involvement of children is a strong asset	15
	Survey team and Key personnel: relevant experience and qualifications, experience in design and conducting similar studies, analytical skills, fluency in Romanian and English (knowledge of Russian will be an asset)	15
	Relevant experience in working with international organizations (working with UN Agencies highly preferred) and knowledge of UNICEF /UN standards on ethics in research	5
	Previous experience in collaboration with the MER	5
<b>Maximum points</b>		40
Proposed methodology and approach	Quality of technical proposal (methodology and approach, potential risks, and mitigation measures )	15
	Survey management, monitoring, and quality assurance process	5
	Knowledge and application of ethical standards and procedures / Ethical considerations <sup>5</sup>	5
<b>Maximum points</b>		25
<b>Total score obtained for Technical criteria (minimum 55 points required for technical compliance)</b>		<b>70</b>

The maximum number of points to be allocated for the technical evaluation component is 70.  
The maximum number of points to be allocated for the price component is 30. Thirty points will be allotted to the lowest price proposal of a technically qualified offer. Points for other offers will be calculated as  
**Points (x) = (lowest offer/ offer x) \* 30**

The company which submitted the offer that obtained the highest cumulative score (technical evaluation points + financial evaluation points) will be considered for contracting.

#### Payment schedule and split coverage arrangements

The costs of the services will be covered by several UN Agencies, as follows: UNICEF, UNFPA, UN Women, UNDP and OHCHR. Each Agency will issue a separate contract to cover its share of the costs.

<sup>5</sup> [UNICEF Procedure for ethical standards in research, evaluation, data collection and analysis. United Nations Evaluation Group \(UNEG\) Ethical Guidelines](#)

The payments will be linked to the following milestones:

- Deliverable 1, Draft Survey Protocol (in Romanian), including Questionnaires (in Romanian and Russian) approved by the National Ethical Review committee – 20% of the contract amount;
- Deliverable 2 and 3, Final Survey Protocol and Questionnaires (in Romanian and English) – 20% of the contract amount;
- Deliverable 4, Documentation of fieldwork, Raw database (cleaned) and statistical tables – 30% of the contract amount;
- Deliverable 5, Draft Report (in Romanian)– 15% of the contract amount;
- Deliverable 6, Final Report (in Romanian and English) – 15% of the contract amount.

### **Copyrights & utilization rights**

The copyright and the right of the utilization of all the deliverables and materials, including raw database, will belong to the involved UN agencies, namely UNICEF, UNFPA, UN Women, UNDP and OHCHR, and the MER. All outputs remain the exclusive property of the involved UN Agencies and must not be retained, shared, or disclosed in any manner with third parties, except when authorized by the involved UN Agencies.

### **Support provided by UNICEF and other involved parties**

UNICEF will regularly communicate with the contractor and provide feedback and guidance and necessary support so to achieve objectives of the work, as well as remain aware of any upcoming issues related to the performance and quality of work. Throughout the process all involved UN agencies and the MER will be consulted and payments rendered accordingly. The MER will facilitate access to school and provide all necessary information to ensure quality of the sampling, pre-testing and data collection from students, parents/caregivers, teachers, and school principals.

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**LRPS-2024-9193932,**

## **Annex C, Indicators Calculation Methodology**

### **DEVELOPMENT OF INDICATORS AND METHODOLOGY FOR CONDUCTING A REPRESENTATIVE SURVEY AT THE LEVEL OF SCHOOLS IN THE REPUBLIC OF MOLDOVA**

#### **Methodological approach**

1. Study unit - the educational institution, rather than the household.
2. Inclusion of 4 target groups: principals, teachers, parents, students.
3. Organization of 2 student surveys (One will include the subjects: 1. Satisfaction with the quality of education, 2. Student participation at school decision-making, 3. Informal payments, Other – 1. Awareness of human and child rights, 2. Gender equality, and 3. Student bullying and wellbeing).
4. Parents, teachers and principals will participate in a survey, which will include all 6 subjects.

### Map of indicators by thematic areas

Proposed thematic areas					
Satisfaction with the quality of education	Awareness of human and child rights	Gender equality	Student participation at school decision-making	Student bullying and wellbeing	Informal payments
Target groups for each thematic area					
Students Parents Teaching staff Principals	Students Parents Teaching staff Principals	Students Parents Teaching staff Principals	Students Teaching staff Principals	Students Parents Teaching staff Principals	Students Parents Teaching staff Principals
Quantitative indicators					
<b>1. Quality of education</b> 1.1. General 1.2. Per educational institution <b>2. Curriculum quality</b> 2.1. General – various aspects 2.2. New school subjects <b>3. Quality of school textbooks</b> <b>4. Quality of the educational process</b> 4.1. General 4.2. Teaching methods 4.3. Teacher training programs 4.4. Expressing opinions 4.5. Student-teacher relationship 4.6. Forms of general support 4.7. Appreciation of support per school subjects 4.8. Assessment methods, 4.9. Correlation between what is studied and what is included in tests, exams 4.10. Objectivity of assessment	<b>1. Knowledge</b> 1.1. Human rights 1.2. Rights of the child 1.3. Information sources 1.4. Reporting mechanisms <b>2. Respect for the rights of the child</b> 2.1. Equality in education 2.2. Children's rights in the Republic of Moldova 2.3. Children's rights at school 2.4. Rights of groups of children at school <b>3. Discrimination</b> 3.1. Social distance at school 3.2. Discrimination at school, in general 3.3. Discrimination at	<b>1. Perception of gender equality</b> 1.1. General 1.2. Respect in the family <b>2. Gender equality at school</b> 2.1. Discussing the issue at school 2.2. Respect in the educational institution 2.3. Gender bias and stereotypes in textbooks 2.4. Gender bias and stereotypes among teachers 2.5. Extracurricular activities 2.6. Involvement in extracurricular activities	<b>1. Participation</b> 1.1. Forms 1.2. Attitude towards participation 1.3. Methods of selection 1.4. Inclusive participation 1.5. Level of participation 1.6. Barriers 1.7. Assessment of participation <b>2. Student councils</b> 2.1. Types of activities 2.2. Representation of interests	<b>1. School environment and children's well-being</b> 1.1. General 1.2. Emotional condition 1.3. Stress due to schoolwork 1.4. Impact of stress on school performance 1.5. Possibility to discuss with the teaching staff 1.6. Behavioural problems 1.7. Monitoring of well-being <b>2. Bullying and cyberbullying</b> 2.1. Safety 2.2. Prevalence 2.3. Causes 2.4. Consequences <b>3. Sexual harassment at</b>	<b>1. Parent associations</b> 1.1. General presence 1.2. Legal registration 1.3. Attitude towards the parent association <b>2. Payments</b> 2.1. Formal payments 2.2. Informal payments 2.3. Informal payment requesters 2.4. Frequency 2.5. Volume, 2.6. Payment reasons 2.7. Knowing of

Proposed thematic areas					
Satisfaction with the quality of education	Awareness of human and child rights	Gender equality	Student participation at school decision-making	Student bullying and wellbeing	Informal payments
4.11. Practice of cheating 4.12. Extracurricular activities 4.13. Parental education programs for parents <b>5. Homework</b> 5.1. Average time 5.2. Volume, relevance and complexity <b>6. Equipment and infrastructure</b> 6.1. Study conditions 6.2. Conditions of toilet facilities 6.3. Sports infrastructure 6.4. Laboratory equipment, <b>7. School infirmary</b> 7.1. Access to services 7.2. Appreciation of quality <b>8. Involvement of parents</b> 8.1. School-family communication 8.2. Support for children 8.3. School progress monitoring 8.4. Involvement in decision-making processes <b>9. Satisfaction with school life</b> <b>10. Improvement of the quality of education</b> <b>11. Others</b> 11.1. School absenteeism 11.2. Sexual education	school, groups of children <b>4. Accession of protection mechanisms</b> 4.1. Accession 4.2. Quality of intervention <b>5. Educational inclusion</b> 5.1. Attitudes 5.2. Infrastructure adaptation 5.3. Resources 5.4. Services 5.5. Cross-sectoral collaboration			<b>school</b> <b>4. Support and assistance system</b> 4.1. Asking for help 4.2. People from whom help is asked 4.3. Support/assistance provided 4.4. Access to psychologist services 4.5. Specialists from outside <b>5. Appreciation of support/assistance</b> 5.1. Support/assistance provided 5.2. Psychologist services <b>6. Preventive measures and countermeasures</b> 6.1. Preventive measures 6.2. Countermeasures 6.3. Efficiency of reporting and intervention mechanisms 4.4. Effectiveness of countermeasures	methods of use 2.8. Consequences of non-payment, 2.9. Attitude towards informal payments



## LIST OF INDICATORS BY THEMATIC AREAS

Indicator	Description	Target groups
<b>1. SATISFACTION WITH THE QUALITY OF EDUCATION</b>		
Sociological studies on the subject: <ol style="list-style-type: none"> <li>1. Soros Foundation, IPP, CBS Axa (2021). <i>Quality of education in conditions of health crisis</i>. <a href="https://ipp.md/wp-content/uploads/2021/04/Calitatea-educatiei-in-conditiile-de-criza-sanitara.pdf">https://ipp.md/wp-content/uploads/2021/04/Calitatea-educatiei-in-conditiile-de-criza-sanitara.pdf</a></li> <li>2. Soros Foundation, IPP, CBS Axa (2019). <i>Participation of parents and community representatives in the governance of general education</i>. <a href="https://ipp.md/wp-content/uploads/2019/04/Studiu-sociologic.pdf">Studiu-sociologic.pdf (ipp.md)</a></li> <li>3. CIVIS (2020). <i>Satisfaction and perception of PRIM project beneficiaries</i>. <a href="https://mecc.gov.md/sites/default/files/raport_sondaj_1-populatie_generala_si_directori_2020_v4_final_ro_1.pdf">https://mecc.gov.md/sites/default/files/raport_sondaj_1-populatie_generala_si_directori_2020_v4_final_ro_1.pdf</a></li> <li>4. MER, NACE (2023). <i>Report. The Republic of Moldova in the PISA 2022 International Student Assessment Program</i>. <a href="https://pisa.ipp.md/pisa_2022_raport_mda.pdf">pisa_2022_raport_mda.pdf (gov.md)</a></li> </ol>		
<b>Quantitative indicators</b>		
1. Quality of education in the general education system of the Republic of Moldova	Appreciation of the quality of education in the general education system of the Republic of Moldova	Students, Parents, Teaching staff, Principals
2. Quality of studies obtained by students in their educational institution	Appreciation of the quality of studies obtained by students in their educational institution	Students, Parents, Teaching staff, Principals
3. Quality of the school curriculum	Appreciation of different aspects of the quality of the school curriculum <sup>1</sup> (for example, 1. <i>Adaptation of the curriculum to the students' current needs and interests</i> , 2. <i>Possibility of choosing optional subjects from a varied list of subjects</i> , 3. <i>Preparation for personal and professional life</i> , 4. <i>Balance between theory and</i>	Students, Parents, Teaching staff

<sup>1</sup> Different options can be selected depending on the target group.

Indicator	Description	Target groups
	<i>practice, 5. Possibilities of adaptation to the specific needs of classrooms, etc.)</i>	
4. Importance of including some school subjects in the curriculum according to contemporary trends	Perception of the importance of including new school subjects in the curriculum: <ol style="list-style-type: none"> <li>1. Sustainable development,</li> <li>2. Human/child rights,</li> <li>3. Gender equality,</li> <li>4. Health education,</li> <li>5. Sexual education</li> </ol>	Students, Teaching staff, Parents
5. Quality of school textbooks	Appreciation of different aspects of the quality of school textbooks (for example, <i>1. Clarity and ease of understanding of content, 2. Timeliness and relevance of information in terms of contemporary requirements, 4. Quality of illustrations and graphics, 5. Physical durability, 6. Applied exercises and interactive activities, 7. Support for national tests, exams</i> )	Students, Parents, Teaching staff
6. Way of organizing the educational process	Appreciation of some components of the way of organizing the educational process in the educational institution (for example, <i>activity schedule, timetable, order of classes, breaks, quality of meals, organization of school transport (for those transported), etc.</i> )	Students, Teaching staff
7. Degree of application of various teaching methods	Appreciation of the degree of application of various teaching methods (for example, <i>group work, learning through projects, case studies, practical activities, information technologies, etc.</i> )	Students, Teaching staff
8. Participation of teaching staff in training programs	% of teachers who participated in training programs in the last 5 years (for example, <i>teaching field, inclusive education field, digital skills development field, child/human rights field, gender equality field, preventing and combating school violence/bullying and cyberbullying, etc.</i> )	Teaching staff, Principals
9. Possibility for students to share their own opinions during classes	Appreciation of the possibility of sharing own opinions by students during classes <i>(can be included into the quality of the student-teacher relationship)</i>	Students

Indicator	Description	Target groups
10. Quality of the student-teacher relationship	Perception of the quality of the student-teacher relationship <sup>2</sup>	Students, Parents
11. Existence of some forms of support provided by teachers in the educational process	% of students/directors who mentioned existence of some forms of support given by teachers to students in the educational process (for example, <i>additional classes, consultations, additional support for understanding topics, etc.</i> )	Students, Principals
12. Appreciation of the support given by teachers	Appreciation of the support given by teachers in the educational process <sup>3</sup>	Students, Principals
13. Degree of use of various assessment methods	Appreciation of the degree of use of various assessment methods (for example, <i>written tests, practical works, projects, oral presentations, portfolios, etc.</i> )	Students, Teaching staff
14. Degree of correlation between what is studied and what is included in tests, exams	Appreciation of the degree of correlation between what is studied and what is included in tests, exams	Students, Teaching staff
15. Objectivity of the assessment	<ol style="list-style-type: none"> <li>1. Perception of the objectivity of the evaluation</li> <li>2. Appreciation of transparency of the evaluation criteria</li> <li>3. Uniformity of the evaluation between teaching staff</li> </ol>	Students, Principals
16. Practice of cheating	% of students who answered that: <ol style="list-style-type: none"> <li>1. They have cheated at least once at assessments, tests, exams</li> </ol>	Students

<sup>2</sup> The PISA 2022 questionnaire asked students to answer the following statements: 1. The teachers in my educational institution are respectful to me; 2. If I walked into classroom in a bad mood, my teachers would worry about me, 3. If I came back in three years to visit my educational institution, my teachers would be happy to see me, 4. I feel intimidated by the teachers in my educational institution, 5. When my teachers ask me how I am doing, they are really interested in my answer, 6. The teachers in my educational institution are friendly to me, 7. The teachers in my educational institution are interested in the well-being of students, 8. The teachers in my educational institution behave badly with me. For each of the above statements, the students selected one of the proposed answer options: 'Totally disagree', 'Disagree', 'Agree', 'Totally agree'.

<sup>3</sup> In the PISA 2022 questionnaire, students were asked to answer using the options 'every class', 'most classes', 'some classes', 'never or almost never', how often the following happen at math classes: 1. The teacher shows interest in each student's learning process, 2. The teacher gives additional help to the students when they need it, 3. The teacher helps the students to learn, 4. The teacher continues to explain until the students understand.

Indicator	Description	Target groups
	2. They have classmates who have cheated at least once at assessments, tests, exams	
17. Quality of extracurricular activities	Appreciation of the quality of extracurricular activities	Students
18. Provision of parenting education courses or family support programs by the educational institution	<p>Parents - % of parents who mentioned that the school where their child(ren) study offers parenting education courses or family support programs (for example, <i>education of teenagers, effective communication, online behaviour monitoring, etc.</i>)</p> <p>Principals - % of educational institutions where parenting courses or family support programs are offered to parents (for example, <i>education of teenagers, effective communication, online behaviour monitoring, etc.</i>)</p>	Parents, Principals
19. Average time spent on doing homework	Knowing the average time given by students to doing homework <sup>4</sup>	Students
20. Amount, relevance and complexity of homework	Appreciation of the volume, relevance and complexity of homework (for example, <i>1. Volume of homework, 2. Level of difficulty of homework, 3. Degree of variety of types of homework (practical exercises, PPT, projects, creative works, etc.), 4. Importance of homework in the learning process assessment and grading</i> )	Students
21. Quality of study conditions in classrooms	Appreciation of the quality of study conditions in classrooms	Students, Parents, Teaching staff
22. Quality of toilet facilities	Appreciation of the quality of toilet facilities (for example, <i>cleanliness, ventilation, lighting, accessibility, safety, etc.</i> )	Students
23. Quality of the sports hall (sports infrastructure)	Appreciation of the quality of the hall (sports infrastructure) (for example, <i>variety of sports equipment, condition of sports equipment, condition of the spaces dedicated to sports activities, accessibility, cleanliness, safety in changing rooms,</i>	Students

<sup>4</sup> In PISA 2022, students were asked to select the approximate amount of time they spend on doing homework in a typical school week. The students had to select one of six answer options: 1. up to 30 minutes a day; 2. more than 30 minutes and up to 1 hour per day; 3. more than 1 hour and up to 2 hours per day; 4. more than 2 hours and up to 3 hours per day; 5. more than 3 hours and up to 4 hours per day and 6. more than 4 hours per day.

Indicator	Description	Target groups
	<i>possibility to carry out various sports activities)</i>	
24. Provision of laboratories with necessary devices, equipment and materials	Appreciation of the degree of provision with devices, equipment and other necessary materials of different laboratories (for example, <i>the biology laboratory, the chemistry laboratory, the physics laboratory, the IT laboratory</i> )	Students, Parents, Teaching staff
25. Accessing the services offered by the infirmary	% of students who accessed the services offered by the infirmary	Students
26. Quality of the medical services offered by the infirmary	Appreciation of the quality of the services offered by the infirmary	Students
27. Effectiveness of the educational institution's communication with the family (Teacher-parent relationship)	Appreciation of the effectiveness of communication between the educational institution where the child(ren) study and the family	Parents, Teaching staff
28. Parents' support to the child(ren) in their school efforts	% of parents who report that they provide support to their children in their school efforts during the school year (for example, <i>doing homework, overcoming school difficulties, encouragement, etc.</i> )	Parents
29. Monitoring of the school progress of the child(ren) by the parents	% of parents who monitor their child's school performance	Parents
30. Active participation and influence of parents on decision-making processes and educational activities of the school	<p>Parents - % of parents who indicated active participation and influence on the decision-making processes and educational activities of the school through close collaboration with the Administration Council, the Parents' Representative Council and other democratic structures, to ensure transparent and inclusive governance</p> <p>Principals - % of principals who indicated active participation of parents and their influence on the decision-making processes and educational activities of the school through close collaboration with the Administration Council, the Parents'</p>	Parents, Principals

Indicator	Description	Target groups
	Representative Council and other democratic structures, to ensure transparent and inclusive governance (according to the MER Order of 07.12.2023 no. 1643 on approval of the Methodological Guide <i>Democratic School Governance in the Republic of Moldova</i> ) <sup>5</sup>	
31. Degree of student satisfaction with school life	Appreciation of students' satisfaction with school life	Students
32. Improvement of the quality of education	Perception of the most important factors that can contribute to increasing the quality of education (for example, 1. <i>Salaries of the teaching staff</i> , 2. <i>improving school textbooks</i> , 3. <i>increasing the level of training of the teaching staff</i> , 4. <i>diversifying teaching-learning-evaluation strategies</i> , 5. <i>improving study conditions</i> , 6. <i>motivating children to learn</i> , 7. <i>involving students in decision-making processes at the school</i> , 8. <i>involvement of parents at school activities</i> , 9. <i>monitoring the school situation by parents</i> )	Students, Parents, Teaching staff, Principals
33. School absenteeism and school tardiness	% of students who are absent without good reason and of those who are late to school <sup>6</sup>	Students
34. Complex training of students in the field of sexual education	Students - % of students who mentioned that they benefit from a comprehensive training in the field of sexual education that includes: 1. General knowledge about sex education ( <i>skills to make decisions about sex life, skills to refuse sexual relations proposed by a partner, etc.</i> ) 2. Knowledge of reproductive health/sexual education ( <i>human growth and development, family life, reproductive health, sexual abuse, contraception, transmission of sexually transmitted infections, teenage pregnancy</i> )	Students, Principals

<sup>5</sup> [https://mecc.gov.md/sites/default/files/20240118-045\\_compressed.pdf](https://mecc.gov.md/sites/default/files/20240118-045_compressed.pdf)

<sup>6</sup> The PISA 2022 test questionnaire analyzed students' answers, based on the options 'never', 'once or twice', 'three or four times', 'five or more times', how often the following occurred in the last two full weeks of studies preceding the testing period:

- I was absent from the educational institution for one day without good reason;
- I was absent from some classes without good reason;
- I was late to the educational institution

Indicator	Description	Target groups
	<p>3. Transmission and prevention of HIV/AIDS</p> <p>Principal - % of educational institutions that provide comprehensive training of students in the field of sexuality education (comprehensive training <i>includes all 3 aspects below</i>)</p>	

Indicator	Description	Target group(s)
<b>2. AWARENESS OF HUMAN AND CHILD RIGHTS</b>		
Sociological studies on the subject:		
1. The People's Advocate, UNICEF, Council of Europe (2024). <i>Perceptions of human rights in Moldova, 2023</i> . <a href="https://ombudsman.md/studiu-perceptii-asupra-drepturilor-omului-in-republica-molodva-in-2023/">https://ombudsman.md/studiu-perceptii-asupra-drepturilor-omului-in-republica-molodva-in-2023/</a>		
2. UNHCR, CNPAC, Sociopolis (2023). <i>Knowledge, attitudes and practices regarding child protection in the school environment</i> . <a href="https://sociopolis.md/cunostinte-atitudini-si-practici-privind-protectia-copilului-in-mediul-scolar">Cunostinte, atitudini si practici privind protectia copilului în mediul școlar (sociopolis.md)</a>		
3. Administrative data - CNPDC (2020). <i>Monitoring of the activities carried out by district, municipal and local councils for the protection of children's rights in 2020</i> . <a href="https://www.gov.md/ro/monitorizarea-activitatilor-realizate-de-catre-consiliile-raionale-municipale-si-locale-pentru-protectia-drepturilor-copilului-in-anul-2020">MONITORIZAREA ACTIVITĂȚILOR REALIZATE DE CĂTRE CONSILIILE RAIONALE, MUNICIPALE SI LOCALE PENTRU PROTECTIA DREPTURILOR COPILULUI ÎN ANUL 2020 (gov.md)</a>		
4. Soros Foundation, IPP, CBS Axa (2019). <i>Participation of parents and community representatives in the governance of general education</i> . <a href="https://ipp.md/studiu-sociologic.pdf">Studiu-sociologic.pdf (ipp.md)</a>		
5. The People's Advocate, UNDP, etc. (2018). <i>Perceptions of human rights in Moldova, 2018</i> . <a href="https://ombudsman.md/studiu-perceptii-asupra-drepturilor-omului-in-republica-moldova-2018/">https://ombudsman.md/studiu-perceptii-asupra-drepturilor-omului-in-republica-moldova-2018/</a>		
6. The People's Advocate, OHCHR, UNDP (2016). <i>Perceptions of human rights in Moldova, 2016</i> . <a href="https://ombudsman.md/studiu-perceptii-asupra-drepturilor-omului-in-republica-moldova-2016-2/">https://ombudsman.md/studiu-perceptii-asupra-drepturilor-omului-in-republica-moldova-2016-2/</a>		
7. ASPCF (2017). <i>Implementation of inclusive education in the Republic of Moldova</i> . <a href="https://aliantacf.md/wp-content/uploads/2018/07/APSCF_sumar-studiu-sociologic-RO.pdf">https://aliantacf.md/wp-content/uploads/2018/07/APSCF_sumar-studiu-sociologic-RO.pdf</a>		
<b>Quantitative indicators</b>		
1. Knowledge of fundamental human rights and freedoms	Appreciation of the level of knowledge in the field of fundamental human rights and freedoms <sup>7</sup>	Students
2. Knowledge of the child's rights	Appreciation of the level of knowledge in the field of children's rights <sup>8</sup>	Students
3. Sources of information for students about children's rights	Knowing the sources of information for students about children's rights (for example, <i>school, family, group of friends, online environment, etc.</i> )	Students
4. Knowledge of reporting	% of those who are aware of the reporting and protection mechanisms in case of	Students,

<sup>7</sup> Presentation of situations that evaluate the level of knowledge.

<sup>8</sup> Presentation of situations that evaluate the level of knowledge.



Indicator	Description	Target group(s)
and protection mechanisms in case of violation of children's rights	violation of children's rights	Parents, Teaching staff, Principals
5. Children's equality in education	Appreciation of children's equality in education with the phrase 'The state ensures all children equal access to education' (for example, <i>on a scale from 1 – to a very small extent to 10 – to a very large extent</i> )	Students , Parents, Teaching staff
6. Respect for children's rights in the Republic of Moldova	Appreciation of the degree of respect for the rights of the child stipulated by the UN Convention on the Rights of the Child in the Republic of Moldova ( <i>list of children's rights</i> )	Students, Teaching staff
7. Respect for the rights of the child in the educational institution	Appreciation of the situation of the respect of the child's rights in the educational institution <sup>9</sup>	Students, Teaching staff
8. Respect for the rights and needs of different groups of children at school	Appreciation of respect for the rights and needs of different groups of children in the educational institution (for example, <i>children from ethnic minority groups, including Roma children, children with SEN and/or disabilities, refugee children, children from low-income families, etc.</i> )	Students, Teaching staff
9. Social distance between groups of children	Appreciation of social distance between different groups of children (for example, <i>children from ethnic minority groups, including Roma children, children with SEN and/or disabilities, refugee children, children from low-income families, etc.</i> ) <sup>10</sup>	Students
10. Discrimination of students in the educational institution	% of students who declare themselves discriminated against in the educational institution	Students
11. Discrimination of groups of students in the	Appreciation of the degree of discrimination of some groups of students in the educational institution (for example, <i>children from ethnic minority groups, including</i>	Students, Parents

<sup>9</sup> Presentation of situations for students to appreciate.

<sup>10</sup> In what relationships would you accept to be, first of all, with the following groups of children: 1. Close friend, 2. Deskmate, 3. Classmate, 4. Schoolmate, 5. I would not accept such children in my school.

Indicator	Description	Target group(s)
educational institution	<i>Roma children, children with SEN and/or disabilities, refugee children, children from low-income families, etc.)</i>	
12. Access to protection mechanisms in case of violation of the child's rights	% of those who accessed protection mechanisms in case of violation of the child's rights	Students, Parents, Principals
13. Quality of the intervention of protection mechanisms in case of violation of the child's rights	Appreciation of the quality of intervention of protection mechanisms in case of violation of the rights of the child	Students, Parents
14. Attitude towards the educational inclusion of children with different educational requirements	Attitude towards the educational inclusion of children with different educational requirements (for example, <i>children with SEN, children with disabilities, refugee children, Roma children, etc.)</i>	Students, Parents, Teaching staff, Principals
15. Adaptation of the educational institution's infrastructure to the specific needs of children with disabilities	Appreciation of the degree of adaptation of the educational institution's infrastructure to the specific needs of children with disabilities (for example, <i>children with physical disabilities, children with sensory and auditory disabilities, children with sensory and visual disabilities, children with mental disabilities, children with communication and language difficulties, etc.)</i>	Students, Parents, Teaching staff, Principals
16. Resources for ensuring educational inclusion	Appreciation of existing resources to ensure the educational inclusion of children with SEN (for example, <i>financial resources allocated for inclusive education, Resource Centre for inclusive education, technical and material base, supporting teaching staff, teaching materials, inclusive culture, partnerships in the field of inclusive education, etc.)</i>	Parents, Teaching staff, Principals
17. Services provided by PPAS (psychopedagogical assistance services)/RCPPA	Appreciation of the services offered by PPAS/RCPPA specialists for educational inclusion of children with SEN (for example, <i>support for assessment/reassessment of children, support for developing and implementing IEP, support for parents, support</i>	Parents, Teaching staff, Principals

Indicator	Description	Target group(s)
(Republican Centre for Psychopedagogical Assistance) specialists for educational inclusion of children with SEN	<i>for support teachers, support for teachers, etc.)</i>	
18. Cross-sectoral collaboration for educational inclusion	Appreciation of cross-sectoral collaboration for the purpose of educational inclusion (for example, <i>collaboration with the health sector, collaboration with the social protection sector</i> )	Parents, Teaching staff, Principals

Indicator	Description	Target group(s)
<b>3. GENDER EQUALITY</b>		
There are no sociological studies on the dimension of gender equality in the educational system		
<b>Quantitative indicators</b>		
1. Perception of gender equality	Perception of gender equality (for example, <i>equal chances, equal treatment, equal opportunities, open competition for limited opportunities, opportunity to choose any profession, etc.</i> )	Students, Parents, Teaching staff, Principals
2. Respect for gender equality in the family	% of students/parents who reported that gender equality is respected in their family	Students, Parents
3. Discussion of the subject of gender equality at school	Students - % of students who discussed the issue of gender equality with teaching staff  Teaching staff - % of teaching staff who discussed the issue of gender equality with students	Students, Teaching staff
4. Respect for gender equality in the educational institution	Perception of the observance of gender equality in the educational institution (for example, <i>equal treatment of girls and boys, creation of equal opportunities for girls and boys, open competition with opportunities for girls and boys to be involved, etc.</i> )	Students, Parents, Teaching staff, Principals
5. Prejudices, stereotypes regarding gender equality in the content of school textbooks	Perception of the existence of prejudices, stereotypes regarding gender equality in the content of school textbooks (for example, <i>different education of girls and boys, different responsibilities of women and men in the family, different responsibilities of women and men in society, different responsibilities in education of children, different professional fields for girls and boys, etc.</i> )	Teaching staff, Principals
6. Prejudices, stereotypes regarding gender equality among teachers	Perception of the existence of prejudices, stereotypes regarding gender equality among teachers (for example, <i>different education of girls and boys, different responsibilities of women and men in family, different responsibilities of women and men in society, different responsibilities in education of children, different professional fields for girls and boys, etc.</i> )	Parents, Teaching staff, Principals

Indicator	Description	Target group(s)
7. Extracurricular activities that promote gender equality in the educational institution	% of educational institutions with extracurricular activities that promote gender equality	Students, Teaching staff, Principals
8. Student participation in extracurricular activities that promote gender equality	% of students involved in extracurricular activities that promote gender equality	Students

Indicator	Description	Target group(s)
<b>4. STUDENT PARTICIPATION AT SCHOOL DECISION-MAKING</b>		
Sociological studies: <ol style="list-style-type: none"> <li>1. CNPDC (2020). <i>Monitoring of the activities carried out by district, municipal and local councils for the protection of children's rights in 2020.</i> <a href="#">MONITORIZAREA ACTIVITĂȚILOR REALIZATE DE CĂTRE CONSILIILE RAIONALE, MUNICIPALE ȘI LOCALE PENTRU PROTECȚIA DREPTURILOR COPILULUI ÎN ANUL 2020 (gov.md)</a></li> <li>2. IPP. UNICEF (2018). <i>Evaluation of blockages and barriers to the participation of young people and adolescents from Moldova in decision-making.</i> <a href="https://www.ipp.md/wp-content/uploads/2018/11/Raport-participarea-tinerilor.pdf">https://www.ipp.md/wp-content/uploads/2018/11/Raport-participarea-tinerilor.pdf</a></li> </ol>		
<b>Quantitative indicators</b>		
1. Forms of student participation at school activity	Knowledge of the forms of participation at school activity by students (for example, <i>Class Office, Student Council, Administration Council, initiative group, choice of optional subjects etc.</i> )	Students, Principals
2. Student attitude regarding student participation at school activity	Student attitudes regarding student participation at school activity	Students
3. Ways of selecting students to participate at school activity	Appreciation of the ways of selecting students to participate at school activities (for example, <i>open to participation of all students, voluntary, transparent, inclusive, student delegation, etc.</i> )	Students, Teaching staff Principals
4. Participation of different groups of students at school activities	Perception regarding participation of different groups of students at school activities (for example, <i>children with SEN and/or disabilities, refugee children, Roma children, etc.</i> )	Students, Principals
5. Level of participation of students in the activity of the school/educational institution	Appreciation of the level of participation of students in the activity of the school/educational institution (for example, <i>students are listened to, students are helped to share their opinion, students' opinions are taken into account, students are involved in decision-making, students share power and also take responsibility for decision-making</i> )  Appreciation of the level of student participation in the educational institution (for	Students, Principals

Indicator	Description	Target group(s)
	example, <i>consultative participation – the school asks students' opinions, collaborative participation – adults involve children in solving school problems, led by students – children initiate their own activities and determine the issues most important to them</i> ) (according to MER Order of 07.12.2023 no. 1643 on the approval of the Methodological Guide <i>Democratic school governance in the Republic of Moldova</i> ) <sup>11</sup>	
6. Barriers to student participation at school life	Perception of barriers to student participation at school life (for example, <i>lack of desire, lack of self-confidence, lack of time, lack of opportunities to participate, lack of a supportive environment, lack of information, etc.</i> )	Students, Principals
7. Existence of ways to evaluate students' participation at school life	% of those reporting existence of ways to evaluate students' participation at school life	Students, Principals
8. Types of activities carried out by the Student Councils in the educational institution	% of the types of activities carried out by the Student Council (for example, <i>cultural activities, recreational activities, school problem discussion activities, submission of proposals to the Administration Council of the school, etc.</i> )	Students, Principals
9. Representation of students' interests by the Student Councils	Perception of the degree of representation of students' interests by the Student Council	Students

<sup>11</sup> [https://mecc.gov.md/sites/default/files/20240118-045\\_compressed.pdf](https://mecc.gov.md/sites/default/files/20240118-045_compressed.pdf)

Indicator	Description	Target group(s)
<b>5. STUDENT BULLYING AND WELFARE</b>		
Sociological studies:		
1. MER, NACE (2023). <i>Report. The Republic of Moldova in the PISA 2022 International Student Assessment Program</i> . <a href="#">pisa_2022_raport_mda.pdf (gov.md)</a>		
2. MH, MER, WHO, UNICEF, USAID (2022). <i>Adolescent health behaviours in a crisis context</i> . <a href="#">HBSC-report-Moldova-en.pdf (neovita.md)</a>		
3. MER, UNICEF, Sociopolis (2019). <i>Bullying among adolescents in the Republic of Moldova</i> . <a href="#">Bullying-ul în rândul adolescenților din Republica Moldova.pdf (unicef.org)</a>		
4. MER, UNFPA, etc. <i>COVID-19 and young people: the effects of the pandemic on psycho-emotional wellbeing</i> . <a href="#">covid_19_impactul_wellbeing.pdf (unfpa.org)</a>		
5. ASPCF, Magenta Consulting (2023). <i>Knowledge, attitudes and practices regarding the prevention and combating of bullying at schools in the Republic of Moldova</i> . <a href="#">Raport-KAP-Bullying_ajustare-finală_20.08.23.docx (live.com)</a>		
<b>Quantitative indicators</b>		
1. Psychological well-being (general)	General degree of self-appreciation of students' satisfaction with life <sup>12</sup>	Students
2. Emotional state at school	Self-appreciation of emotional state at school by students	Students
3. Stress due to schoolwork	% of students who reported existence of stress due to school tasks	Students
4. Impact of psychological state on school performance	Students' appreciation of the impact of psychological state on school results <sup>13</sup>	Students
5. Possibility for students to discuss with principals or other teaching staff the	% of students who report that they have the possibility to discuss with principals or other teaching staff the things that bother them	Students

<sup>12</sup> The PISA 2022 questionnaire asked students to rate on a scale from '0' to '10', where '0' means 'not at all satisfied' and '10' means 'completely satisfied'. Students who reported values between '0' and '4' on the life satisfaction scale are described as 'dissatisfied with life' (and vulnerable), students who reported values of '5' or '6' – as 'moderately satisfied', students who reported values of "7" or "8" – as "satisfied", and students who reported values of "9" or "10" – as "very satisfied".

<sup>13</sup> The PISA 2022 test questionnaire asked students to what extent they agree or disagree with the following statements: • I often worry that I will encounter difficulties in mathematics lessons; • I get very tense when I have to do my math homework; • I get very nervous when solving math problems; • I feel helpless when solving math problems; • I worry that I will have poor grades in maths; • I feel anxious that I will fail maths



Indicator	Description	Target group(s)
things that bother them		
6. Behavioural problems affecting the school environment and student well-being	Knowledge of behavioural problems that affect the school environment and student well-being <sup>14</sup>	Principals
7. Monitoring the well-being of students	% of teachers/principals who reported that the educational institution monitored the well-being of students	Teaching staff, Principals
8. Safety of the school environment	Appreciation of the degree of safety of the school environment by students <sup>15</sup> (for example, <i>corridor, canteen, changing room, toilet, etc.</i> )	Students
9. Prevalence of bullying	Students' experiences of different bullying behaviours at the educational institution during the last 12 months <sup>16</sup>	Students
10. Prevalence of	Students' experiences of different bullying behaviours online during the last 12	Students

<sup>14</sup> The PISA 2022 questionnaire asked managers of educational institutions to describe, using the answer options 'not at all', 'to a small extent', 'to a moderate extent', 'to a large extent' to what extent the following behaviors are a problem for their educational institutions: 1. Use of abusive language; 2. Vandalism; 3. Theft; 4. Intimidation or verbal abuse among students (including through messages, e-mail, etc.); 5. Bodily injury caused by students to other students; 6. Intimidation or verbal abuse of teaching or non-teaching staff (including through messages, e-mail, etc.).

<sup>15</sup> The PISA 2022 questionnaire asked students to appreciate the extent to which they feel safe on the way to the educational institution, on the way home from the educational institution, in classrooms and in other places in the educational institution, such as: corridor, canteen, toilet room.

<sup>16</sup> The PISA 2022 questionnaire asked students how often ('never or almost never', 'several times a year', 'several times a month', 'once a week or more often'), during the 12 months before the PISA test, they had the following experiences at the educational institution: 1. Other students intentionally excluded me from activities (relational bullying), 2. Other students laughed at me (emotional bullying), 3. I was threatened by other students (verbal bullying), 4. Other students took or destroyed my personal belongings (bullying by means of extortion), 5. Other students hit or pushed me (physical bullying), 6. Other students gossiped about me (relational bullying), 7. I fought on the territory of the educational institution (physical bullying), 8. I stayed at home and did not go to the educational institution, because I did not feel safe (all types of harassment), 9. I gave someone money at the educational institution because they threatened me (harassment by means of extortion).

Indicator	Description	Target group(s)
cyberbullying	months <sup>17</sup>	
11. Causes of bullying	Knowledge of the reasons for bullying	Students, Teaching staff
12. Causes of cyberbullying	Knowledge of the reasons for cyberbullying	Students, Teaching staff
13. Consequences of bullying	Knowledge of the consequences of bullying for students	Students, Teaching staff
14. Consequences of cyberbullying	Knowledge of the consequences of cyberbullying for students	Students, Teaching staff
15. Prevalence of sexual harassment at school <sup>18</sup>	Students' experiences of sexual harassment at school	Students
16. Asking for help in bullying situations	% of students who requested help in bullying situations	Students, Parents
17. Asking for help in cyberbullying situations	% of students who requested help in cyberbullying situations	Students, Parents
18. People from whom students asked for help in bullying situations	% of people from whom help is requested in bullying situations (for example, <i>homeroom teacher, psychologist, teaching staff, institution administration, etc.</i> )	Students, Parents
19. People from whom	% of people from whom help is requested in cyberbullying situations (for example,	Students,

<sup>17</sup> The PISA 2022 questionnaire asked students how often ('never or almost never', 'several times a year', 'several times a month', 'once a week or more often'), during the 12 months before the PISA test, they had the following experiences at the educational institution: 1. Other students intentionally excluded me from activities (relational bullying), 2. Other students laughed at me (emotional bullying), 3. I was threatened by other students (verbal bullying), 4. Other students took or destroyed my personal belongings (bullying by means of extortion), 5. Other students hit or pushed me (physical bullying), 6. Other students gossiped about me (relational bullying), 7. I fought on the territory of the educational institution (physical bullying), 8. I stayed at home and did not go to the educational institution, because I did not feel safe (all types of harassment), 9. I gave someone money at the educational institution because they threatened me (harassment by means of extortion).

<sup>18</sup> If this indicator is included, it is also important to know whether: 1. The student reported about this experience to another person/others, 2. Who are those people, 3. What support/help/advice he/she received.

Indicator	Description	Target group(s)
students asked for help in cyberbullying situations	<i>homeroom teacher, psychologist, teaching staff, institution administration, etc.)</i>	Parents
20. Support/assistance provided in bullying situation(s)	Knowledge of assistance given to students affected by bullying (victims, aggressors, witnesses) by the educational institution (for example, <i>advice, emotional support, involvement in solving the situation, etc.)</i>	Students
21. Support/assistance provided in cyberbullying situation(s)	Knowledge of the support/assistance given to students affected by cyberbullying (victims, aggressors, witnesses) by the educational institution (for example, <i>advice, emotional support, involvement in solving the situation, etc.)</i>	Students
22. Accessing services offered by the school psychologist	% of students who accessed the services offered by the school psychologist	
23. Specialists outside the educational institution involved in providing support/assistance in bullying or cyberbullying situations	Knowledge of specialists outside the educational institution involved in providing support/assistance in bullying or cyberbullying situation(s) ( <i>PAS specialist, non-commercial organization specialist, police officer, doctor, social worker etc.)</i>	Principals
24. Appreciation of the support/assistance given in bullying situation(s) by students	Appreciation of the support/assistance given in bullying situation(s) by students (for example, <i>promptness of support, quality of support, etc.)</i>	Students, Parents
25. Appreciation of the support/assistance given in cyberbullying situation(s) by students	Appreciation of the support/assistance given in cyberbullying situation(s) by students (for example, <i>promptness of support, quality of support, etc.)</i>	Students, Parents
26. Appreciation of services provided by the school	Appreciation of services provided by the school psychologist	

Indicator	Description	Target group(s)
psychologist		
27. Measures taken by the educational institution to prevent bullying and cyberbullying	Knowledge of the measures adopted by the educational institution to prevent bullying and cyberbullying (for example, <i>clear rules known to students, actions to inform students, awareness campaigns, recording and monitoring of situations, quick interventions, clear reporting mechanisms, groups of support from students, teaching staff who are aware of particularities, etc.</i> )	Students, Parents, Teaching staff, Principals
28. Measures taken by the educational institution to combat bullying and cyberbullying	Knowledge of the measures adopted by the educational institution to combat bullying and cyberbullying (for example, <i>measures to punish the child-aggressor, measures to improve skills of the child-victim, measures to reconcile the victim with the aggressor (mediation), providing support to the victim, providing support to both the victim and the aggressor, group discussions (victim, aggressor, witness, etc.)</i> )	Students, Parents Teaching staff, Principals
29. Application of techniques to prevent and combat bullying and cyberbullying by teachers who participated in training sessions	% of teachers who applied techniques to prevent and combat bullying and cyberbullying after participating in training sessions	Teaching staff
30. Efficiency of reporting and intervention mechanisms in situations of school violence	Appreciation of the efficiency of reporting and intervention mechanisms in situations of school violence	Students, Parents, Teaching staff, Director
31. Efficiency of measures to combat bullying and cyberbullying	Perception of the most effective measures to combat bullying and cyberbullying (for example, 1. <i>reprimand applied to the aggressor, with making records in the student's diary/electronic grade book, 2. fine applied to the parents of the aggressor, 3. temporary suspension from classes, 4. expulsion from the high school without the right to re-enrol later at the same institution, 5. mandatory psychological counselling for students who shows aggressive behaviour, 6. mandatory application of re-education activities (community work, school work), 7. involvement of parents</i> )	Students, Parents, Teaching staff, Principals

Indicator	Description	Target group(s)
	<p><i>in educational programs regarding reduction of aggressive behaviour in children, 8. additional educational activities, for aggressive students by explaining the causes and consequences of violence, 9. installation of video cameras in classrooms, school premises, 10. students should not be indifferent to bullying situations, should take a prompt and firm attitude to report cases, 11. teachers and the administration of the institution should not ignore bullying situations, should take prompt and firm stances to manage the situation)</i></p>	

Indicator	Description	Target group(s)
Sociological studies: IPP (2021). <i>Ethics and academic integrity in general education. Informal payments in schools.</i> <a href="https://ipp.md/wp-content/uploads/2021/04/Etica-si-integritatea-academica-in-invatamanul-general.-Platile-informale-in-scoli.pdf">https://ipp.md/wp-content/uploads/2021/04/Etica-si-integritatea-academica-in-invatamanul-general.-Platile-informale-in-scoli.pdf</a>		
<b>Quantitative indicators</b>		
1. Existence of a parent association in the educational institution	% of educational institutions that reported existence of a parent association	Parents, Principals
2. Existence of a legally registered parent association in the educational institution	% of educational institutions that reported existence of a legally registered parent association	Parents, Principals
3. Attitude towards the parent association of the educational institution	Attitude towards the parent association of the educational institution	Parents, Teaching staff, Principals
4. Requesting payments from parents by the legally registered parent association	% of parents who reported that payments were requested by the legally registered parent association	Parents
5. Requesting informal payments for the educational institution	% of students/parents who reported that informal payments were requested for the educational institution	Students, Parents
6. Requesters of informal payments	Knowledge of social actors/requesters of informal payments (for example, <i>some parents, school administration, parent association, parent committee, own initiative, etc.</i> )	Students, Parents
7. Frequency of requests for payments by the legally registered parent	Knowledge of the frequency of requests for payments by the legally registered parent association	Parents

Indicator	Description	Target group(s)
association		
8. Frequency of requests for informal payments	Knowledge of the frequency of requests for informal payments	Parents
9. Amount of payments made for a child annually at the request of the legally registered parent association	Knowledge of the amount of payments made for a child annually at the request of the legally registered parent association	Parents
10. Amount of informal payments made for a child annually	Knowledge of the amount of informal payments made for a child annually	Parents
11. Share of informal payments made for a child annually out of annual family income	Share of informal payments made for a child annually out of annual family income	Parents
12. Parents' reasons for making the payments requested by the legally registered parent association	Knowledge of parents' reasons for making the payments requested by the legally registered parent association (for example, <i>improving the conditions in the school, improving the conditions in the classroom, organizing additional activities for children, insistence of parents, insistence of the principal, fear that the child will be marginalized/isolated, etc.</i> )	Parents
13. Parents' reasons for making informal payments	Knowledge of parents' reasons for making informal payments (for example <i>improving the conditions in the school, improving the conditions in the classroom, organizing additional activities for children, insistence of parents, insistence of the principal, fear that the child will be marginalized/isolated, etc.</i> )	Parents
14. Knowledge of how to use the funds paid to the legally registered parent	% of parents who know how funds paid to the legally registered parent association are used	Parents

Indicator	Description	Target group(s)
association		
15. Knowledge of how to use the funds paid informally by parents	% of parents who know how funds paid informally are used	Parents
16. Services and goods purchased using the funds paid to the legally registered parent association	Knowledge of the services and goods purchased using the funds paid to the legally registered parent association	Parents
17. Services and goods purchased using the funds paid informally by parents	Knowledge of the services and goods purchased using the funds paid informally by parents	Parents
18. Consequences of the failure to make the payments requested by parent associations	Knowledge of the consequences of the failure to make the payments requested by parent associations (for example, <i>marginalization/isolation of the child, decrease in school success, decrease in involvement in various out-of-school activities, etc.</i> )	Students, Parents
19. Consequences of the failure to make the payments requested informally	Knowledge of the consequences of the failure to make the payments requested by parent associations (for example, <i>marginalization/isolation of the child, decrease in school success, decrease in involvement in various out-of-school activities, etc.</i> )	Students, Parents
20. Attitude towards unofficial payments requested for school	Knowledge of the attitude towards informal payments requested for school	Students, Parents, Teaching staff, Principals



## RECOMMENDED DISAGGREGATIONS

<b>Students</b>	Total, sex, ethnicity, socioeconomic level, <sup>19</sup> degree of disability, habitual residence, rural/urban environment of the educational institution attended, type of educational institution <sup>20</sup> , size of the educational institution <sup>21</sup> <i>Children-refugees should also be differentiated</i>
<b>Parents/carer</b>	Total, age, sex, ethnicity, level of education, socioeconomic level, environment of usual residence, family that educates children with disabilities or SEN <sup>22</sup> , number of members in the family (children and adults) <sup>23</sup> , rural/urban environment of the educational institution attended by the child/children, type of educational institution, size of the educational institution <i>Refugee parents/carers should also be differentiated</i>
<b>Teaching staff</b>	Total, age, discipline(s) taught, teacher's degree, teaching experience, place of usual residence, rural/urban

<sup>19</sup> The PISA testing estimates students' socioeconomic status by using the PISA Index of Socioeconomic and Cultural Status (ESCS), which is derived from several variables related to students' family background: parents' education, parents' occupation, a number of certain assets owned that indicate material well-being of the household as well as the number of books and other educational resources available in the home. The PISA index of socioeconomic and cultural status is a composite score derived from these indicators. It is built to be internationally comparable. The ESCS index allows identifying advantaged and disadvantaged students, as well as socioeconomically advantaged and disadvantaged educational institutions in each country. In this report, students are considered socioeconomically advantaged if they are among the top 25% of students with the highest ESCS scores in their country or economy; students are considered socioeconomically disadvantaged if their ESCS scores are in the lowest 25% of their country or economy. Following the same logic, educational institutions are similarly classified as socioeconomically advantaged or disadvantaged in each country or economy based on the average scores of their students in the ESCS index.

<sup>20</sup> Educational institutions are classified as advantaged, disadvantaged or with an average socioeconomic status in each country or economy, based on the average socioeconomic index values of their students. Socioeconomically disadvantaged educational institutions have generally a lower performance than those that educate students with a more socioeconomically advantaged status.

<sup>21</sup> Through the PISA 2022 test questionnaire, heads of educational institutions were asked about the total number of students enrolled in their institution. Based on the answers of principals, educational institutions were grouped into three categories: small educational institutions (institutions with a total number of students less than 400), medium educational institutions (institutions with a total number of students between 400 and 900) and large educational institutions (institutions with a total number of students higher than 900).

<sup>22</sup> Very important for aspects of educational inclusion of children with disabilities or SEN.

<sup>23</sup> Very important for the study on Informal Payments.

	environment of the educational institution where they work, type of educational institution, size of the educational institution
<b>Principal of the educational institution</b>	Total, age, managerial degree, managerial experience, usual place of residence, rural/urban environment of the educational institution where they work, <sup>24</sup> type of educational institution, size of the educational institution <b>Presence and number of refugee children in the questionnaire for principals should be included</b>

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<sup>24</sup> According to the PISA test questionnaires, principals of educational institutions were asked to specify which of the following definitions best describes the community where their educational institutions are located: • A village or a commune (with less than 3,000 inhabitants), • A small town (3,000 - 15,000 inhabitants), • A city (15,000 – 100,000 inhabitants), • A large city (100,000 - 1,000,000 inhabitants), • A very large city (1,000,000 – 10,000,000 inhabitants).