United Nations Children's Fund UNICEF

31 August 1989 Str., No. 131 CHISINAU MD-2012 Rep of Moldova

Telephone Facsimile Email chisinau@unicef.org

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2025-9201198

18 November 2025

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Development of a National Platform of Open Educational Resources for the Moldovan Ministry of Education



THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:	
	Date:
Radu Bradescu (To be contacted for additional information, NOT FOR SEN Email: rbradescu@unicef.org	IDING PROPOSALS)
Approved By:	
Tatiana Ribac	Date:



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-2025-9201198** set out in the attached document, hereby offers to execute the services specified in this document.

Curre	ency of Proposal:		
Validi	ity of Proposal:		
Pleas	se indicate which of the following Early Payment Discount Terms are offered	by you:	
10 Da Other	ays 3.0% 15 Days 2.5% 20 Days 2.0% 30 Days N r	et	_
The ι that:	<u>Declaration</u> undersigned, being a duly authorized representative of the Company, repres	ents and o	declares
1.	The Company and its Management ¹ have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. fraud		
	b. corruption		
	c. conduct related to a criminal organisation		
	d. money laundering or terrorist financing		
	e. terrorist offences or offences linked to terrorist activities		
	f. sexual exploitation and abuse;		
	g. child labour, forced labour, human trafficking;		
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).		

^{1 #}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.	
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.	
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.	
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> .	
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) (being a shell company).	



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	Develop.National.Platf.OER-SC240129				
	National OER Platform/SC240129	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 to support the Development of a Social and Behavior Change Strategy and implementation Plan to improve nutrition of young children in Moldova.

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
- 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 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 (EET) on 09 December 2025, 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-2025-9201198 Technical", and another separate e-mail for the Price Proposal containing a scanned copy duly signed and dated with the e-mail subject "LRPS-2025-9201198 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.

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 EET, 09 December 2025 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 Liliana Prosii at 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: 09 December 2025, 23:59(EET).

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!

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;

Review the UNICEF policies publicly available on the UNICEF Supply website:

http://www.unicef.org/supply/index procurement policies.html.

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

Attend any bid conference if it is mandatory under this 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 (pag.3-5).

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-2025-9201198 in the email title or on the envelope.
- Joint venture/consortium/subcontractor arrangements are addressed in the Technical Proposal.
- Delivery arranged before the deadline.
- Validity period of the proposal- at least 120 days.
- Proposal sent to the official tender e-mail address: 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- 10 maximal points

Company and Key Personnel - 50 maximal points

Proposed Project Methodology and Approach - 10 maximal points

Total Maximum technical score - 70 Points

Only Proposals which receive a minimum of 50 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

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 UNIČEF, 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 UNIČEF 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 choses to suspend the contract it will be entitled to terminate the contract at the end of the thirty (30) days' suspension at UNICEF's sole choice.

- 3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at http://www.unicef.org/supply/index_procurement_policies.html. In particular, the Proposer will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.
- 3.7 The Proposer will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website www.ungm.org).
- 3.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.
- 3.9 The Proposer has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Proposer to perform any services in the Proposer's participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Proposer has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Proposer, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person.
- 3.10 The Proposer confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Proposer will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Proposer will further cooperate with UNICEF's implementation of this Policy.
- 3.11 The Proposer will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.
- 3.12 Each of the provisions in this Article 3 of Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Proposer from this solicitation process and/or any other solicitation process, and to terminate any contract that may have been awarded as a result of this solicitation process, immediately upon notice to the Proposer, without any liability for termination charges or any liability of any kind. In addition, the Proposer may be precluded from doing business with UNICEF and any other entity of the United Nations System in the future.

4. Audit

4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of a contract awarded in relation to this 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:
- a) with incorrect (as applicable) postal address, email address or fax number;
- b) received after the stipulated closing time and date;c) failure to quote in the currency(ies) stated in the RFP(S);
- d) in a different form than prescribed in the RFP(S).
- 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

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. NAMÉ 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 proposers encouraged to become a UNICEF vendor by creating a vendor profile in the UNGM website: 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.



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 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
UNICEFs 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 UNICEFs public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, as may be updated from time to time.

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

and Corruption, UNICEFs Policy on Safeguarding (as updated from time to time), the UN Supplier Code of Conduct and UNICEFs Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

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

Provision of Services and Deliverables

- 2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the time for delivery of the Services and Deliverables, and to UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services and delivery of the Deliverables under the Contract.
- 2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF's security and other regulations and instructions for such access and use, including, but not limited to, UNICEF's information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF's premises, facilities or systems.
- 2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and the time schedule under the Contract. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Contractor. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.
- 2.4 The Contractor will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Contractor) in connection with the provision of the Services or development and delivery of the Deliverables.
- 2.5 Title to any equipment and supplies which may be provided to the Contractor by UNICEF, will remain with UNICEF. Such equipment and supplies will be returned to UNICEF at the conclusion of the Contract or when no longer needed by the Contractor in the same condition as when they were provided to the Contractor, subject to normal wear and tear. The Contractor will pay UNICEF the value of any loss of, damage to, or degradation of, the equipment and supplies beyond normal wear and tear.

Non-conforming Services and Consequences of Delay

- 2.6 If the Contractor determines it will be unable to provide the Services or deliver the Deliverables by the date stipulated in the Contract, the Contractor will (i) immediately consult with UNICEF to determine the most expeditious means for delivery of the Services and/or Deliverables; and (ii) take necessary action to expedite delivery of the Services and/or Deliverables, at the Contractor's cost (unless the delay is due to force majeure as defined in Article 6.8 below), if reasonably so requested by UNICEF.
- 2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under the Contract and may at any time evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to UNICEF, and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed status updates, costs to be charged and payments made by UNICEF or pending. Neither the evaluation of the Services and Deliverables, nor failure to undertake any such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.
- 2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNICEF can, at its option:



- (a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEFs satisfaction within thirty (30) days after receipt of UNICEFs 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 UNICEFs 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 Safeguarding (as updated from time to

- time). 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 UNICEFs 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, it being understood that UNICEF will have no liability or responsibilitywith 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 UNICEFs 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 UNICEFs official use in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.
- 3.4 UNICEF will notify the Contractor of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Contractor the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Contractor will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.
- 3.5 UNICEF will pay the uncontested amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments



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

- 3.6 Each invoice will confirm the Contractor's bank account details provided to UNICEF as part of the Contractor's registration process with UNICEF. All payments due to the Contractor under the Contract will be made by electronic funds transfer to that bank account. It is the Contractor's responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Contractor of any changes in bank details together with supporting documentation satisfactory to UNICEF.
- 3.7 The Contractor acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEFs 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 UNICEFs privileges and immunities (including matters relating to UNICEFs 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:
- Insurance against all risks in respect of its property and any equipment used for the performance of the Contract:
- (ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;
- (iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and
- (iv) Such other insurance as may be agreed upon in writing between UNICEF and the Contractor.
- (b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.
- (c) The Contractor will be responsible to fund all amounts within any policy deductible or retention.
- (d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.
- (e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6
- (f) Compliance with the insurance requirements of the Contract will not limit the Contractor's liability either under the Contract or otherwise.

Liability

- 4.7 The Contractor will pay UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Contractor's Personnel or sub-contractors in the performance of the Contract.
- 5. Intellectual Property and Other Proprietary Rights; Data Protection; Confidentiality

Intellectual Property and Other Proprietary Rights



- 5.1 Unless otherwise expressly provided for in the Contract:
- (a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials ("Contract Materials") that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.
- (b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Contractor that pre-existed the performance by the Contractor of its obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a perpetual, non-exclusive, royalty-free license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.
- (c) At UNICEFs 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 UNICEFs 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 Subject to Article 5.3, 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 UNICEFs 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 UNICEFs 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 UNICEFs 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 UNICEFs 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 UNICEFs 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 UNICEFs 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 immediateeffect.

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

Termination by Either Party for Material Breach

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



Additional Termination Rights of UNICEF

- 6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:
- (a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or
- (b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or
- (c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEFs mandate applicable to the performance of the Contract or UNICEFs 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 UNICEFs 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 UNICEFs Policy Prohibiting and Combatting Fraud and Corruption. In particular, the Contractor will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.
- 7.5 The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website www.ungm.org).
- 7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.
- 7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will



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

- 7.8 The Contractor will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.
- 7.9 The Contractor acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.
- (a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Contractor with immediate effect upon written notice to the Contractor if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Contractor breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor's Affiliates, or (ii) the Contractor or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.
- (b) In the case of suspension, if the Contractor takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Contractor and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Contractor, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Contractor.
- (c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.
- 8. Full Cooperation with Audits And 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, are 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 arbitral tribunal will be New York, NY, USA. The arbitral proceedings will be conducted in English. 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 uniterest in excess of the United States Federal Reserve Bank of New York's Secured Overnight Financing Rate (SOFR) then prevailing and any such interest will be simple interest only. In light of the privileges and immunities of UNICEF, references in the UNCITRAL Arbitration Rules to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the "seat" or "juridical seat" or "juridical place" for such proceedings. 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 UNICEFs commitment to transparency as outlined in UNICEFs Information Disclosure Policy and confirms that it consents to UNICEFs 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.

Annex B, Terms of Reference

UNICEF Moldova

Terms of Reference

Institutional Consultancy for the development of a National Platform of Open Educational Resources

Duration and timeline: 6 months (within a period December 2025 – May 2026)

1. Background

The Republic of Moldova embraces an education policy that is consistent with the European and international education standards that responds to the current issues and needs of the education system and its beneficiaries. The documents underpinning the strategic development of the education system are proof of the commitment of the Government of the Republic of Moldova to shift the focus on improving quality and sustainability of education.

Aligned with the objectives of the Development Strategy "Education 2030" (DS), the education system still faces challenges related to the quality of the professional development system for teachers. These include an absence of a well-defined training framework for curriculum designers, insufficient professional training for teachers in using new educational technologies, limited use of peer review among educational and managerial staff, and a lack of structured framework for implementing a mentoring system to support teachers. One of the key goals of the DS is to restructure human capital development mechanisms to align with the demands and needs of the labour market.

In recent years, Moldova has taken significant steps toward digitalizing its education system, particularly in response to the urgent needs exposed by the COVID-19 pandemic. Several online platforms have emerged to support teachers, students, and parents with digital learning resources, ranging from video lessons to interactive exercises and digital textbooks. These initiatives demonstrate both the capacity and the willingness of the education community to embrace technology as a tool for inclusive and resilient learning.

However, the current landscape of Open Educational Resources (OER) in Moldova is fragmented, with multiple platforms developed in parallel, varying in scope, accessibility, and quality assurance. While platforms such as Educaţie Interactivă provide extensive collections of video lessons and interactive exercises, institutional frameworks like CTICE (Center for Information and Communication Technologies in Education) offer digital textbook references, software recommendations, and guidance for digital education. Taken together, these platforms represent an important foundation for an eventual national OER ecosystem, but they also reveal gaps in integration, metadata structuring, licensing transparency, and long-term sustainability.

The establishment of the National Platform of Open Educational Resources (OER) in Moldova will serve as a strategic cornerstone in modernizing Moldova's education system. It will provide a centralized, curriculum-aligned repository of free and openly licensed resources accessible to all students, teachers, and schools, regardless of geographic location or socio-economic status. By promoting openness, collaboration, and innovation, the platform will not only strengthen teaching and learning but also reduce disparities, improve cost efficiency, and ensure the long-term sustainability of digital education in the country.

Defining the purpose and objectives of this platform is essential to guide its development, governance, and implementation. These objectives will ensure alignment with Moldova's national education priorities, international commitments such as the UNESCO OER Recommendation (2019), and the EU Digital Education Action Plan (2021–2027), while responding to the practical needs of students and teachers in the classroom.

The National Platform of OER will modernize Moldova's education system, align it with international standards, and directly improve learning outcomes by supporting students, empowering teachers, and ensuring equity across the country. Based on the above, UNICEF Moldova is seeking for technical assistance from an institutional consultancy to support the MER to develop the National Platform of Open Educational Resources (OER) in Moldova.

2. Objectives of the consultancy

Primary goal is to create a centralized digital repository of open educational resources that will provide free, equitable and high-quality access to educational resources for learners, educators and institutions nationwide.

Objectives:

- to expand equitable access to educational materials by ensuring they are openly available to all learners and educators, regardless of their location or background.
- to strengthen the development and continuous improvement of high-quality, contextually relevant educational resources.
- to promote inclusivity and minimize disparities in access to learning opportunities and resources.
- to encourage lifelong learning and the development of digital competencies among learners and educators.
- to ensure that all educational materials remain to copyright regulations and open licensing standards (e.g. Creative Commons frameworks).
- to encourage and support the creation and adaptation of local educational content in multiple languages.

3. Details of how the work should be delivered

The National Platform of OER will be developed and implemented in line with internationally recognized frameworks (UNESCO OER Recommendation, EU Digital Education Action Plan), while ensuring alignment with Moldova's education policies and priorities. Its success depends on four fundamental guiding principles:

1. Equity:

- Guarantee free and universal access to all students and teachers, regardless of geographical location within the Republic of Moldova, socio-economic background, or special educational needs.
- b. Provide multilingual support (Romanian, Russian, Gagauz, Ukrainian, English).
- c. Ensure accessibility compliance (WCAG 2.1), with captions, alt-text, and offline access options.

2. Quality:

- a. Align all resources to the national curriculum and learning competencies.
- b. Establish continuous feedback loops from educators and learners.
- c. Use data analytics to monitor adoption, learning outcomes, and regional disparities.
- 3. Open Licensing: Adopt Creative Commons (CC BY, CC BY-SA) licenses for all resources.

4. Sustainability:

- a. Secure long-term funding through a mix of government, donor, and public-private partnerships.
- b. Build teacher and administrator capacity in OER creation.

 Ensure platform scalability, and long-term interoperability (with EMIS, LMS, e-libraries), and offline resilience.

The design and format of the Platform will consider Recommendation on OER, adopted by UNESCO, the first international normative instrument to embrace the field of openly licensed educational materials and technologies in education.

The resources can include textbooks, lesson plans, videos, interactive simulations, and other educational content that is openly licensed and can be used by anyone. Its creation and concept will involve various stakeholders, including educators, curriculum developers, subject matter experts, students, parents, and policymakers. Special attention will be paid to the design that should be accessible and inclusive for all children, including children with SEN.

The platform will have features such as easy navigation, robust search capabilities, and metadata tagging to aid resource discovery. A quality control system will be established to ensure the quality and accuracy of the resources on the platform. Also, mechanisms for gathering feedback and insights from users to make regular updates and improvements to the platform will be established.

The design and format of the platform will be based on MER priorities (Annex 1 – Technical Specification) and will also include resources for teacher professional development, certification of teachers' competencies, and will generally encompass the following objectives:

Objective 1: Creating an attractive and user-friendly web interface for users and ensuring scalability to accommodate access for over 350,000 students and 30,000 teachers within the educational system.

- 1.1. The user interface must be intuitive and provide a user-friendly browsing experience.
- 1.2. Responsive design should be employed to ensure the interface adapts to various screen sizes and devices.
- 1.3. Navigational elements and menus should be clearly structured and easy to access.
- 1.4. Attention should be given to the visual appearance of the interface, including the use of colors, fonts, and graphics to create an attractive and cohesive look.
- 1.5. Need to be compatible with web accessibility standards.
- 1.6. The interface should allow users to quickly and efficiently access platform functions and resources, as well as perform actions such as searching and filtering content.
- 1.7. Usability testing should be conducted to assess and continuously improve the user experience on the platform.

Objective 2: Establish a user-managed public page featuring news, guidelines, statistics, and course information for easy access and updates.

- 2.1. Allow users with appropriate permissions to create, edit, and manage content on the public page.
- 2.2. Provide templates or predefined formats for different types of content, such as news articles, guidelines, statistics, and course listings.
- 2.3. Include options for users to add multimedia elements like images, videos, and documents to enhance the presentation of content.
- 2.4. Implement a user-friendly interface for content management, including features for text formatting, media uploads, and scheduling of updates.

- 2.5. Enable users to categorize and tag content for easy navigation and searchability.
- 2.6. Ensure that content on the public page complies with any relevant guidelines or policies regarding accuracy, appropriateness, and copyright.
- 2.7. Integrate version control mechanisms to track changes made to content and allow for rollback if necessary.
- 2.8. Provide options for users to share content from the public page on social media platforms or via email.
- 2.9. Implement security measures to prevent unauthorized access or modification of content on the public page.
- 2.10. Regularly monitor and review user-generated content to maintain quality and relevance.
- **Objective 3**: Enable the upload and management of learning content such as texts, PowerPoint presentations, SCORM, web embedded objects content, videos, etc.
 - 3.1. Allow users (administrators) to upload various types of learning content, including documents, presentations, SCORM packages, web embedded objects, and videos.
 - 3.2. Implement version control mechanisms to track changes made to uploaded content and enable rollbacks if necessary.
 - 3.3. Ensure compatibility with popular file formats to support a wide range of learning materials.
 - 3.4. Offer features for users with required permissions to preview uploaded content before publishing or sharing with others.
 - 3.5. Implement options for users within admin roles to set permissions and access levels for uploaded content. Content can be posted for public users if it will be approved by Administrator users or other categories that have these permissions.
 - 3.6. Provide tools for users to search and filter uploaded content based on criteria such as title, author, date, and keywords.
 - 3.7. Implement features for users to provide feedback on uploaded content.
 - 3.8. Ensure scalability and efficient storage solutions to accommodate large volumes of learning content.

Objective 4: Ensure the security of user data and learning content.

- 4.1. Implement encryption mechanisms to secure user data, including personal information, login credentials, and communication channels.
- 4.2. Provide secure authentication methods, such as federated SSO n, to prevent unauthorized access to user accounts.
- 4.3. Implement logging and auditing mechanisms to track user activity and detect suspicious behavior or security incidents.
- 4.4. Ensure compliance with relevant data protection regulations to protect user privacy and confidentiality.
- 4.5. Establish backup and disaster recovery procedures to ensure the availability and integrity of user data and learning content in the event of system failures or data breaches.

4.6. Implement secure protocols and encryption standards for data transmission over networks to protect against interception or tampering.

Objective 5: Integrate analytics tools to track user engagement and improve content relevance.

- 5.1. Implement analytics tools to track user interactions within the platform, including page views, downloads, clicks, and time spent on different content.
- 5.2. Provide dashboards and reports for administrators to visualize key metrics related to user engagement .
- 5.3. Enable administrators to track trends and patterns in user engagement over time to identify areas of growth or decline.
- 5.4. Provide data visualization tools to present analytics findings in an understandable and actionable format for stakeholders.

Objective 6: Offer multilingual support to cater to diverse user demographics.

- 6.1. Implement language selection options to allow users to choose their preferred language for interface navigation and content consumption.
- 6.2. Provide support for multiple languages within the platform's interface, including menus, buttons, and navigation elements.
- 6.3. Implement features for users with administration roles to create and manage course content in multiple languages, allowing for localization of educational materials.
- 6.4. Provide options for users to switch between languages seamlessly without losing progress or data.
- 12.5. Enable administrators to track language preferences and usage patterns to inform localization efforts and prioritize language support.
- 6 .6. Integrate translation management tools or services to streamline the process of translating and maintaining multilingual content.

Objective 7: Ensure compliance with accessibility standards to facilitate access for users with disabilities.

- 7 .1. Implement features for users to adjust interface settings, such as font size, color contrast, and screen reader compatibility, to accommodate different accessibility needs.
- 7.2. Ensure keyboard navigation support and provide shortcuts for essential functions to assist users who cannot use a mouse.
- 7.3. Implement compatibility with screen reader technologies, such as VoiceOver or JAWS, to enable users with visual impairments to access and navigate the platform.
- 7.4. Ensure that all interactive elements, including buttons, links, and form fields, are accessible via keyboard input and screen reader navigation.
- 7.5. Use semantic HTML markup and ARIA (Accessible Rich Internet Applications) attributes to enhance the accessibility of web content and ensure compatibility with assistive technologies.
- 7.6. Provide accessibility documentation and training resources for users and administrators.

7.7. Ensure compliance with accessibility standards and guidelines, such as WCAG (Web Content Accessibility Guidelines), to meet legal requirements and ensure inclusivity for all users.

Objective 8: Provide training resources to educate users and administrators on platform usage and best practices.

- 8.1. Develop interactive tutorials and user guides to introduce new users to the platform's features and functionalities.
- 8.2. Provide access to training materials in multiple formats, such as text-based tutorials and short video tutorials.
- 8.3. Offer live webinars or virtual training sessions conducted by experienced instructors to provide hands-on guidance and answer users' questions in real-time.
- 8.4. Implement a knowledge base or FAQ section containing answers to frequently asked questions and troubleshooting tips for common issues.
- 8.5. Offer ongoing support and assistance services through helpdesk support managed by Administrators, where users can seek assistance.

Objective 9: Ensure ongoing maintenance and support for platform stability and performance.

- 9.1. Establish a dedicated team responsible for ongoing maintenance and support activities, including monitoring, troubleshooting, and resolving technical issues.
- 9.2. Implement regular software updates and patches to address security vulnerabilities, enhance functionality, and improve performance.
- 9.3. Conduct regular backups of user data and learning content to ensure data integrity and availability in case of system failures or data loss.
- 9.4. Monitor platform performance metrics, such as response times, server uptime, and resource utilization, to identify and address performance bottlenecks.
- 9.5. Provide a system for users to report technical issues and submit feature requests, with mechanisms for tracking and prioritizing issues based on severity and impact.
- 9.6. Establish service level agreements (SLAs) for response times and issue resolution, ensuring timely and effective support for users.
- 9.7. Implement proactive maintenance procedures, such as routine system checks and preventive maintenance tasks, to minimize downtime and prevent potential issues.
- 9.8. Conduct regular security audits and vulnerability assessments to ensure compliance with security standards and protect user data from threats.
- 9.9. Provide documentation and release notes for software updates and maintenance activities to keep users informed about changes and improvements.
- 9.10. Continuously evaluate and optimize infrastructure and technical architecture to accommodate scalability requirements and evolving user needs.

4. Deliverables and delivery dates

No	Deliverables	Technical specification	Timeline
1	Project implementation plan Plan breakdown structure Detailed timeline and milestones Weekly progress report	- major phases and deliverables, including platform design, development, testing, training, and deployment; - clearly defined activities, responsible parties, dependencies, and deadlines for each development stage.	Dec 2025
2	Platform Design: UX/UI Design document Platform architecture Content structure design Project implementation plan	- User interface (UI) and Platform architecture design - design documents for UX and UI, including overall architecture developed; - Content structure design (courses, textbooks, etc.); - User roles and access policies.	Dec 2025 – Jan 2026
3	Platform Development: Core platform functional and ready for initial testing and deployment Educational content tagged with metadata and uploaded Integrated with existing SSO MPass Platform adapted for accessibility and optimized for mobile devices	- CI/CD Platform Development; - Integration with MPass; - Content upload (educational content tagged with metadata and uploaded to test and validate the platform's functionality. The exact quantity and type of content to be uploaded for testing the platform will be agreed upon contract issuance); - Accessibility & mobile-first adaptation.	Jan 2025 - March 2026
4	 UAT Testing: Functional and technical testing, including usability testing with target groups conducted. Testing reports reviewed and approved 	Conduct functional and technical testing, including usability testing with target groups, and implement security and performance testing.	April 2026
5	Training & Documentation: Training documentation developed by the Institutional company User guides (including video guides) developed by the Institutional company	Endorsement of user guides and technical documentation Training sessions provided to MER and CTICE.	April 2026 May 2026

* Exact deadlines will be mutually agreed upon contract signature.

All products and deliverables will be submitted in Romanian, as outlined in the above table.

The service provider will design and develop the National Platform of Open Educational Resources.

5. Reporting requirements

The selected service provider will submit updates once a week to MER and UNICEF, ensuring transparency and accountability throughout the project. Monthly progress reports will be developed in English and will contain a comprehensive summary of completed tasks, ongoing activities, and any challenges encountered during the implementation.

Upon the successful completion of the contract, the selected service provider will prepare a detailed final report in Romanian and a summary in English.

6. Ethical considerations

The contractor will be responsible for considering ethical issues concerning the participation of children/adolescents and/or professionals participating 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 analysis, as well as about the confidentiality of the information shared.

The methodology must comply with <u>UNICEF Procedure for ethical standards in research, evaluation, data collection and analysis</u>. 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.

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

7. 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 UNICEF and counterparts

8. Qualifications and experience

Institution/Company:

- National consultancy company with proven experience in developing and implementing on-line monitoring systems in the last 5 years, preferably in the education sector (but not limited to it);
- Previous experience in developing content and conducting face to face and on-line training for database/reporting module users, preferably in the field of education;
- Experience in the development, implementation and maintenance of information systems of state importance;
- Minimum of 5 years of experience in IT consulting;
- Experience in the development, implementation and maintenance of educational platforms that support for multiple content formats: PDF, SCORM, H5P, video, audio, interactive simulations is an asset.
- Knowledge of and previous experience in integration of e-Government services and platforms and submission of the list of integrated functional IT systems (Project, Date of integration, Beneficiary, Brief description).
- Previous work with UNICEF/ UN agencies, is an asset.

9. Professional experience of key personnel:

Project manager/Team leader

- Minimum 5 years of experience in software development Project management;
- Minimum 5 years of experience in implementing information systems based on web services, web page design, content management and software configuration and documentation;
- Minimum 2 projects of similar task and complexity in the position of ICT Project Management in the last 3 years;
- Working knowledge of Romanian. English or/and Russian would be an advantage.

Software Developer / Database Developer / UI/UX Designer

- Minimum 3 years of experience in implementing information systems based on web services, web page design, content management and software configuration and documentation;
- Working knowledge of Romanian, English and/or Russian would be an advantage.

Data Analyst/ / Testing Specialist

- Minimum 3 years of experience;
- Working knowledge of Romanian, English and Russian.

Trainer

- Minimum 3 years of experience in training area;
- Experience in conducting technical trainings (in at least 2 projects);
- Working knowledge of Romanian, English and Russian.

10. Content of technical proposal

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

Structure of the Technical Proposal

The Technical Proposal should include but not limited to the following:

- Corporate profile highlighting the institution qualifications and experience in implementing the assignment, including details of specific experience with similar assignments in the past five years;
- Detailed description of the methodology and technical approach;

- Tentative work plan with timeframe and deadlines for deliverables;
- Project dependencies, risks and assumptions, as well as proposed relevant mitigation measures.

Bidders are requested to back up their submissions by providing:

- At least three examples of similar projects/assignments, containing the following:
 - Name of Client
 - o Title of the Project/Study/ Assessment
 - Year and duration of the assignment
 - Scope of the Projects/Requirements
 - o Proposed Solutions and Outcomes include visuals, web-links, etc.
 - o Team members on each of the project and their specific roles
 - Project timelines (start and end date year, and any other information necessary)
 - o Reference /Contact person details
- Details of the Main Proposed Team for the assignment including the following information:
 - Title/Designation of the key team member on the project
 - Educational qualifications and professional experiences
 - Experience in working on similar project and assignment list all similar projects they worked on and their roles on those projects.
- Quality assurance mechanism, ethical concern and risk mitigation measures put in place

11. Content of financial proposal

The contractor is required to submit a comprehensive financial proposal for the design and development of the National Platform of Open Educational Resources. The contract duration is 3 (three) months, and the proposal should encompass all activities related to the development of the Platform.

The financial proposal should be based on an estimated cost per deliverable set. The number of deliverable sets may vary depending on the specific needs and requirements that arise during the contract's duration.

The financial proposal shall indicate an all-inclusive fee for the following deliverables:

Nr.	Deliverables	Description	Final cost
	Project implementation plan		
	Platform Design: - UX/UI Design document - Platform architecture - Content structure design - Project implementation plan		
	Platform Development: - Core platform functional and ready for initial testing and deployment - Educational content tagged with metadata and uploaded - Integrated with existing SSO MPass Platform adapted for accessibility and optimized for mobile devices		

including us groups cond	nd technical testing, ability testing with target lucted. orts reviewed and approved	
the Institutio	umentation developed by nal company ng video guides) developed	
Other costs (include	le the details)	

Payments will be made based on the completion of each deliverable set upon satisfactory submission and acceptance by UNICEF and MER.

12. 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	Tachnical Sub-criteria	Maxi mum Point s
Overall Response	Completeness of response Overall concord between RFP requirements and the proposal	5 5
Maximum Points		10
Company and Key Personnel	Qualifications and experience of the Institution/Company:	35
	 National consultancy company with proven experience in developing and implementing on-line monitoring systems in the last 5 years, preferably in the education sector (but not limited to it); 	
	 Previous experience in developing content and conducting face to face and on-line training for database/reporting module users, preferably in the field of education; 	
	 Experience in the development, implementation and maintenance of information systems of state importance; Minimum of 5 years of experience in IT consulting; 	
	 Experience in the development, implementation and maintenance of educational platforms that support for multiple content formats: PDF, SCORM, H5P, video, audio, interactive simulations is an asset. 	

		1
	 Knowledge of and previous experience in integration of e-Government services and platforms and submission of the list of integrated functional IT systems (Project, Date of integration, 	
	Beneficiary, Brief description).	
	Professional experience of key personnel:	
	Project manager/Team leader	
	 Minimum 5 years of experience in software development Project management; 	
	 Minimum 5 years of experience in implementing information systems based on web services, web page design, content management and software configuration and documentation; 	
	 Minimum 2 projects of similar task and complexity in the position of ICT Project Management in the last 3 years; 	15
	 Working knowledge of Romanian. English or/and Russian would be an advantage. 	
	Software Developer / Database Developer / UI/UX Designer	
	 Minimum 3 years of experience in implementing information systems based on web services, web page design, content management and software configuration and documentation; 	
	 Working knowledge of Romanian, English and/or Russian would be an advantage. 	
	Data Analyst/ / Testing Specialist	
	 Minimum 3 years of experience; 	
	Working knowledge of Romanian, English and Russian.	
	Trainer	
	 Minimum 3 years of experience in training area; 	
	 Experience in conducting technical trainings (in at least 2 projects); 	
	Working knowledge of Romanian, English and Russian.	
Maximum Points		50
Proposed	Project plan & Technologies used - compatibility with UNICEF	5
Methodology and Approach	Project management, monitoring and quality assurance process	5
Maximum Points		10
Total Maximum obtained for		70
Technical Criteria		

Minimum score for technical	5	0
compliance		

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** (\mathbf{x}) = (lowest offer/ offer \mathbf{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.

13. Payment schedule

The payment for the services provided will be made within 30 days of satisfactory delivery of listed products. Payment will be disbursed upon submission and approval of deliverables, certified by the UNICEF Project Officer, indicating that the services have been satisfactorily performed. Payment will be done based on actual number of delivered products.

No	Deliverables	Proportion of Payment	
1	Deliverable 1 - project implementation plan	10%	
2	Deliverable 2 – platform design	15%	
3	Deliverable 3 - platform development	15%	
4	Deliverable 4 - UAT testing	30%	
5	Deliverable 5 - training & documentation	30/%	
	Total	100%	

UNICEF reserves the right to withhold all or a portion of payment if performance is unsatisfactory, if work/outputs are incomplete, not delivered for failure to meet deadlines.

14. Definition of supervisory arrangements

The selected organization will work under the oversight of the hired consultant of UNICEF Moldova. Payments will be rendered upon successful completion of each task upon written approval by the UNICEF Supervisor, and contingent upon the quality of deliverables.

15. Support provided by UNICEF

To achieve the above-mentioned objectives, UNICEF will regularly communicate with the consultancy company and provide feedback and guidance and necessary support, as well as remain aware of any upcoming issues related to the performance and quality of work. MER and UNICEF will provide an initial package of relevant documents and available research, and an initial list of relevant counterparts to work with. If need be, UNICEF will also request relevant data – as agreed upon with the consultant – from relevant government counterparts.

16. Child Safeguarding

Is this project/assignment considered as "Elevated Risk Role" from a child safeguarding perspective?		
☐ YES NO ☐ If YES, check all that apply:		
Direct contact role ☐ YES ☐ NO If yes, please indicate the number of hours/months of direct interpersonal contact with children, or work in their immediately physical proximity, with limited supervision by a more senior member of personnel:		

Child data role	☐ YES	□ NO
If yes, please indicate the nu	umber of ho	ours/months of manipulating or transmitting personal-identifiable
information of children (nam	e, national	I ID, location data, photos):

More information is available in the <u>Child Safeguarding SharePoint</u> and <u>Child Safeguarding FAQs and Updates</u>

17. Copyrights & utilization rights

The copyright and the right of the utilization of all the materials will belong to UNICEF Moldova and MER. All outputs remain the exclusive property of UNICEF and must not be retained, shared or disclosed in any manner with third parties, except when authorized by UNICEF.

Annex 1

National Platform of Open Educational Resources

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Executive summary

Purpose of the Report

This report describes the concept, design, and implementation framework for the creation of a National Open Educational Resources (OER) Platform for general education in the Republic of Moldova. The platform aims to provide a centralized, curriculum-aligned repository of free, high-quality digital educational resources accessible to students, teachers, and educational institutions across the country. By aligning with national strategies and adhering to international standards, the platform will promote equity, quality, and innovation in education while ensuring compliance with security, privacy, and accessibility requirements.

Key findings

Despite the progress made, Moldova's digital education resources remain scattered across multiple platforms, each serving a specific purpose but lacking interoperability and common governance. Teachers and students must navigate between separate portals to access lessons, exercises, textbooks, and digital tools, leading to inefficiency and unequal adoption. The absence of a unified **national OER framework** also means that many resources are not systematically tagged to the curriculum, lack explicit open licensing, and are not consistently quality-assured. Without integration, Moldova risks duplicating efforts, widening the digital divide, and failing to maximize the value of the investments already made.

1. Strategic Relevance

- A national OER platform addresses existing fragmentation of digital resources and ensures alignment with Moldova's Education Code, Government Decision 601/2020, and the <u>Digital Transformation Strategy 2023-2030</u>.
- b. It directly supports commitments under the UNESCO OER Recommendation (2019) and the EU Digital Education Action Plan (2021–2027).

2. Governance & Management

- a. A hybrid governance model is proposed:
 - MER as strategic owner.
 - CTICE as operational manager.
 - Steering Committee with stakeholders (universities, NGOs, publishers, teachers).
- b. Ensures both top-down legitimacy and bottom-up ownership.

3. Technical Framework

- a. Registration & authentication: Institutional authentication with strict verification and anti-fraud measures for administrators.
- b. Content structure: Modular content object model with rich metadata, versioning, lineage, and licensing clarity.
- c. Accessibility & UX: WCAG 2.1 AA compliance, multilingual interfaces (Romanian, Russian, Gagauz, Ukrainian, English), mobile-first design, and offline access.
- d. Infrastructure: Hosting on MCloud ensures national data sovereignty, security, and cost efficiency.

4. Security, Privacy & Compliance

- a. Cross-cutting protections include encryption, intrusion detection, GDPR compliance, data minimization, and strong governance for minors' data.
- b. Role-based access control and transparent audit logs guarantee accountability.

5. Monitoring & Evaluation (M&E)

- a. Clear KPIs defined: usage, adoption, content quality, accessibility, and satisfaction.
- b. Adoption metrics: number of downloads of OED by students, teachers, and parents.
- c. Quality assurance mechanisms: licensing checks, and user feedback loops.
- d. Early indicators of impact on learning outcomes include improved lesson planning, student engagement, and equity of access.

6. Sustainability

- a. Long-term sustainability plan based on government budget integration, MCloud hosting efficiencies, and community contributions.
- b. A 3–5 year roadmap ensures adoption, quality assurance, expansion, and innovation.

Recommendations

1. Policy & Governance

- a. Formally establish the platform under MER leadership, with CTICE as operational lead and a multi-stakeholder steering committee.
- b. Embed the OER platform in national education digitalization strategies for funding continuity.

2. Technical Implementation

- a. Prioritize integration with MPass for identity management of users with administration roles.
- b. Implement a modular content model with clear metadata and licensing.
- c. Ensure the platform is accessible, multilingual, and mobile-first to maximize equity.

3. Quality & Adoption

- a. Provide teacher training and incentives to encourage contributions and adoption.
- b. Monitor adoption disaggregated by region and school type to close equity gaps.

4. Security & Compliance

- a. Apply a privacy-by-design approach with strict data minimization.
- b. Conduct annual independent audits and penetration tests to strengthen trust.

5. Sustainability

- a. Secure long-term government funding and supplement with international donor support for innovation.
- b. Implement a rolling review cycle for resources and features to ensure relevance.
- c. Explore regional and international partnerships to integrate Moldova's platform into global OER ecosystems.

The proposed **National OER Platform** will serve as a **strategic cornerstone** of Moldova's digital education ecosystem, providing equitable access to quality resources, empowering teachers, and supporting data-driven policymaking. To succeed, it must combine strong governance, robust technology, inclusive design, and a long-term sustainability plan.

Introduction

Education systems worldwide are undergoing rapid digital transformation, with increasing demand for equitable access to high-quality learning resources. In Moldova, several initiatives have introduced digital lessons, online textbooks, and interactive platforms, yet these efforts remain fragmented, lack systematic quality assurance, and are not fully aligned with the national curriculum. Establishing a National Open Educational Resources (OER) Platform offers a strategic solution: a centralized, curriculum-linked repository of free, openly licensed, and accessible learning materials for all K–12 students and teachers.

By embedding OER into daily teaching and learning, Moldova can ensure that no learner is left behind, while also strengthening teacher practices, reducing costs, and modernizing its education system in line with global best practices.

The concept of OER has been recognized globally as a key driver of educational equity and innovation:

- UNESCO OER Recommendation (2019) calls on member states to promote open licensing, inclusive capacity building, and sustainability of OER ecosystems.
- EU Digital Education Action Plan (2021–2027) prioritizes interoperable digital learning systems, open resources, and cross-border collaboration.
- OECD Education 2030 Framework highlights open resources as essential for fostering innovation, lifelong learning, and equitable access to quality education.

Moldova's adoption of a National OER Platform would align with these frameworks, positioning the country as a regional leader in open, inclusive, and digital education.

For Moldova, OER represent more than digital resources—they are a strategic lever for transformation:

- Curriculum Alignment: All resources will be mapped to competencies and standards from the national curriculum, ensuring direct integration into lesson delivery and assessment.
- Student Engagement: Interactive and multimedia resources will encourage more time-on-task, strengthen self-learning, and make lessons more engaging.
- Teacher Practices: Access to curated OER will enhance lesson planning, allow adaptation to classroom needs, and foster peer-to-peer exchange of teaching strategies.
- Assessment Results: By linking anonymized OER usage data with EMIS, policymakers and schools can monitor correlations between resource use, test scores, and attendance.
- Equity & Inclusion: The platform will help reduce learning gaps between rural and urban schools, support multilingual education (Romanian, Russian, Gagauz, Ukrainian, English), and provide accessible formats for students with special educational needs.

In summary, a National OER Platform will modernize Moldova's education system, align it with international standards, and directly improve learning outcomes by supporting students, empowering teachers, and ensuring equity across the country.

Initial analysis

Open Educational Resources - definition and key elements

Open Educational Resources (OER) are *teaching, learning, and research materials*—in any format and medium—that are in the public domain or released under an open license (such as Creative Commons), which permits free access, use, adaptation, and redistribution by others with no or limited restrictions.¹

Key Elements of OER include:

1. Content types:

- a. Digital textbooks, lesson plans.
- b. Multimedia (videos, podcasts, simulations, infographics).
- c. Assessments, exercises, and quizzes.
- d. Software, tools, and platforms that support learning.

2. Open Licensing:

- a. Typically under **Creative Commons licenses** (e.g., CC BY, CC BY-SA).
- b. Allows others to retain, reuse, revise, remix, and redistribute content—the "5Rs" of OER.
- 3. **Accessibility & Inclusiveness**: Designed to ensure all learners, including those with special educational needs, can access and adapt resources.
- 4. Cost-free: Users should not pay licensing or subscription fees to access or reuse OER.

Current state of digital resources and existing initiatives in Moldovan schools

In recent years, Moldova has taken significant steps toward digitalizing its education system, particularly in response to the urgent needs exposed by the COVID-19 pandemic. Several online platforms have emerged to support teachers, students, and parents with digital learning resources, ranging from video lessons to interactive exercises and digital textbooks. These initiatives demonstrate both the capacity and the willingness of the education community to embrace technology as a tool for inclusive and resilient learning.

However, the current landscape of Open Educational Resources (OER) in Moldova is fragmented, with multiple platforms developed in parallel, varying in scope, accessibility, and quality assurance. While platforms such as Educatie Interactiva provide extensive collections of video lessons and interactive exercises, institutional frameworks like CTICE (Center for Information and Communication Technologies in Education) offer digital textbook references, software recommendations, and guidance for digital education. Taken together, these platforms represent an important foundation for an eventual national OER ecosystem, but they also reveal gaps in integration, metadata structuring, licensing transparency, and long-term sustainability.

Mapping and analyzing these existing resources is a crucial step in defining the vision, governance, and technical specifications of a future National OER Platform for K–12 education. This exercise

Definition adapted based on UNESCO's Definition (2019 OER Recommendation) "OER are learning, teaching and research materials in any format and medium that reside in the public domain or are under copyright that have been released under an open license, that permit no-cost access, reuse, repurpose, adaptation and redistribution by others."

highlights both the strengths of current initiatives—such as large-scale resource production and bilingual availability—and the limitations that need to be addressed, such as fragmented access, incomplete repositories, and the absence of open licensing frameworks. The insights from this mapping will inform recommendations for building a centralized, curriculum-aligned, and inclusive OER system that can serve all Moldovan learners and teachers equitably.

Platform	Content & Format	Access & Users	Notable Features
Educaţie Online	Approximately 7,674 video lessons (4,512 in Romanian; 3,162 in Russian) for grades 1–12 across foundational disciplines; includes interactive activities (games, quizzes) and digital certificates post-completion; also broadcast via national TV for offline reach.	Open access—no login required; anyone can view content, including families.	Strong reach through multimodal delivery (web, TV); accessibility across languages and grades; some family and extracurricular content (parenting, online safety, psychological tips).
Educaţie Interactivă	Interactive exercises and practice tools tied to OER from Educație Online—teachers, students, parents can register and create content. Over 13,600 registered users and 31,000+ activities as of late 2023.	Requires registration; tailored for students, teachers, and parents.	Platform of choice for practicing, peer-creation, and parent engagement with active metrics of usage and content generation.
CTICE – Manuale scolare / Educația digitală / Softuri recomandate	CTICE website offers resources on school textbooks, digital education guidance, and recommended educational software.	Open access—no login required; anyone can view content, including families. Platform structure exists, but content pages are hard to navigate.	Indicates intent to centralize resource management but appears incomplete or under development.

Strengths and Limitations

Strengths	Limitations	
 Broad coverage via Educație Online: Extensive video library across grades and 	Fragmented user experience: Two separate platforms (one passive content, one	

Strengths	Limitations	
subjects—with language diversity and TV access—makes it highly inclusive. Interactive engagement via Educație Interactivă: Encourages active learning, parent involvement, and teacher-driven content creation. Complementary institutional framework (CTICE): Potential to serve as long-term centralized hub for textbooks, methods, and tools under MER support.	 interactive) with no visible integration or unified navigation. Lack of metadata and searchability: No clear tagging by grade, subject, or curriculum standards, making discovery manual and inefficient. No licensing transparency: No explicit open licensing (e.g., Creative Commons) visible, limiting reuse clarity and remix potential. CTICE resource Pages empty: Expected repository pages appear low populated — missed opportunity for central coordination of OER. Teacher contribution mechanism lacks peer review: While user-generated, there's no visible vetting or quality control workflow. 	

Recommendations for a National OER Platform:

- Metadata & Curriculum Alignment: Tag all resources with grade level, subject, and national standard codes to support efficient search and curriculum mapping.
- Explicit Open Licensing: Embed clear open licenses to promote legal reuse, adaptation, and sharing.
- Leverage CTICE: Enable CTICE's infrastructure to serve as the governance and catalog system for uploading, reviewing, and curating OER assets.
- Offline & Accessibility Enhancements: Expand mobile access and offline content packages to improve equitable access.

This analysis illustrates that while Moldova has made commendable strides in OER with Educație Online and Educație Interactivă, there is significant potential to evolve into a cohesive, curriculum-aligned, and sustainably governed **national-level OER platform**.

Comparative case studies

Worldwide, several countries that have established national-level OER platforms, as well as related national digital learning systems:

Country	Name	Target group	Brief description
Estonia	E-school bag	OER platform covering K-12	The e-school bag is a portal for digital learning assets created to encourage the use of digital learning assets. The e-school bag offers teachers the opportunity to enrich the subject lessons with modern teaching materials, students can learn independently with the help of teaching materials, and parents also find support to help their children.
India	National Digital Library of India (NDLI)	Comprehensive OER platforms covering all levels	A comprehensive government-backed repository of educational resources—textbooks, articles, videos, lectures, simulations—in multiple Indian languages, offering free, centralized access to OER across disciplines and academic levels.
	DIKSHA (Digital Infrastructure for Knowledge Sharing)		Developed by NCERT under the Ministry of Education, this national platform delivers OER, teacher development modules, and analytics at scale, in 36 Indian and several foreign languages.
	SWAYAM		A nationwide MOOC (Massive Open Online Course) platform offering free courses across high school and higher education, delivered by institutions like IITs and IIMs, with millions of enrollments and thousands of courses.
Norway	Norwegian Digital Learning Arena (NDLA)	Upper-secondary OER with sharing tools	A collaborative initiative by multiple counties providing Creative Commons–licensed digital learning materials for upper-secondary education. The platform includes tools for sharing, subject-based learning materials, and multimedia resources.
Nepal	Nepal – OLE Nepal (E-Paath & E- Pustakalaya)	K–12 schools (select districts across Nepal), especially in low-connectivity regions. A non-governmental, but nationally impleme program partnering with Nepal's Ministry of Education: E -Paath: Interactive, grade-specific digital maligned with the national curriculum.	
			E-Pustakalaya: Digital library housing books, videos, audiobooks, and interactive learning content, accessible both online and via intranet in low-connectivity areas.
France	France Université Numérique (FUN-MOOC)	National massive open online courses platform	A national MOOC platform offering free courses supported by the French government, utilizing the

Country	Name	Target group	Brief description
Estonia	E-school bag	OER platform covering K-12	The e-school bag is a portal for digital learning assets created to encourage the use of digital learning assets. The e-school bag offers teachers the opportunity to enrich the subject lessons with modern teaching materials, students can learn independently with the help of teaching materials, and parents also find support to help their children.
			open edX platform to deliver higher education content online.
South Korea	Korea Education and Research Information Service (KERIS)	National OER across K–12 and higher education	A governmental institution providing various OER services including Korea Open CourseWare (KOCW), EDUNET, and a national digital library infrastructure, advancing open access educational content across the country.

UNESCO outlines numerous international and national OER initiatives, naming countries like Argentina, Australia, Brazil, Canada, Chile, Colombia, Czechia, Finland, India, Italy, among others, as participants in national or regional efforts to adopt <u>OER frameworks</u>.

While not strictly national platforms with official government designation or coverage of the entire country, some systems and regions include substantial K–12 OER efforts:

- Washington State (USA) Washington OER Hub (state-level): A curated K–12 resource library aligned with state learning standards.
- **U.S.** <u>Go Open Initiative & OER Commons</u> U.S. district-level and individual educator usage of repositories—not truly national-mandated platforms.

Content types

Country	Name	Content type
India	DIKSHA (Digital Infrastructure for Knowledge Sharing)	 Curriculum-linked digital textbooks: Energized textbooks with QR codes linking to OER. Multimedia resources: a. Videos, simulations, animations, infographics. b. Worksheets, lesson plans, question banks. Teacher professional development: NISHTHA training modules, pedagogical guides, classroom strategies. Assessments: Interactive quizzes, practice tests. Multi-language support: 36 Indian languages + English. Offline packs: Downloadable content for schools with limited connectivity.

Country	Name	Content type
Norway	Norwegian Digital Learning Arena (NDLA)	Subject-specific learning packages: Comprehensive materials across math, sciences, languages, vocational subjects.
		Interactive simulations: E.g., virtual labs, language practice tools.
		3. Multimedia: Videos, podcasts, images.
		 Assignments & exercises: Problem sets, step-by-step examples.
		Teacher resources: Lesson outlines, classroom activities.
		6. Open licensing : Almost all content under Creative
		Commons.
Nepal	Nepal – OLE Nepal (E-	1. E-Paath (interactive lessons):
	Paath & E-Pustakalaya)	 a. Grade-specific modules aligned with the national curriculum (Math, English, Science, Nepali). b. Designed for active learning with animations, guided exercises. 2. E-Pustakalaya (digital library): a. E-books, audiobooks, stories, reference texts. b. Videos and audio learning resources. 3. Offline accessibility: Local servers in schools (intranet mode) for areas with poor connectivity.
		Localized content: Resources in Nepali and other regional languages.

Metrics and impact indicators

Country	Name	Metrics and impact indicators
India	DIKSHA (Digital Infrastructure for Knowledge Sharing)	 Scale: a. 6 billion QR code scans (as of 2023). b. Content mapped to over 600 million textbooks distributed annually. User engagement: a. 140+ million registered users (students, teachers). b. Average of 2–3 million daily active users. Teacher training: Millions of teachers completed online CPD courses. Equity metric: Access in multiple languages ensures inclusion of rural/remote learners.

Country	Name	Metrics and impact indicators
Norway	Norwegian Digital Learning Arena (NDLA)	 Coverage: Provides full curriculum coverage for all upper-secondary subjects. Usage: Used by nearly all secondary students and teachers nationwide. High adoption due to government support and free access. Cost savings: Replaced commercial textbooks in many schools, saving millions of euros annually. Quality metrics: Peer review and teacher feedback integrated; continuous improvement cycles.
Nepal	Nepal – OLE Nepal (E- Paath & E-Pustakalaya)	 Reach: Implemented in thousands of schools across multiple districts. Usage: Hundreds of thousands of students use E-Paath modules yearly. E-Pustakalaya houses 7,500+ titles accessible online and offline. Equity metric: Provides access in low-connectivity and rural areas via local intranet servers. Pedagogical impact: Evaluations show improved student engagement and comprehension in math/science subjects.

Key takeaways:

- 1. Content types: All three systems mix curriculum-aligned structured lessons, multimedia resources, and teacher training tools.
- 2. Metrics:
 - a. India focuses on scale and multilingual reach.
 - b. Norway emphasizes cost savings, quality, and universal adoption.
 - c. Nepal highlights equity and offline access in underserved areas.

Opportunities for OER in K-12 education in Moldova

A national K–12 OER platform in Moldova will ensure equitable access, curriculum quality, teacher support, cost efficiency, resilience, and digital transformation—directly advancing national education goals and international commitment. A national OER platform aligns strategically with:

- 1. National priorities: Supports *Digital Moldova 2025*, the Education Code, and ongoing EMIS/EduTrack modernization.
- International commitments and global context: EU and UNESCO strongly promote OER as part
 of digital transformation in education (<u>EU Digital Education Action Plan 2021–2027</u>; <u>UNESCO
 OER Recommendation 2019</u>).

Expected **outcomes**:

- 100% coverage of K–12 national curriculum with digital resources within 5 years.
- Increased teacher efficiency through reduced preparation time.
- Cost savings from reduced reliance on printed textbooks.
- Higher student engagement and improved access for disadvantaged communities.

Inclusiveness and effectiveness breakdown:

Area	Current challenge/problem	OER solution	Inclusivity and effectiveness
Equity and inclusion	Access to quality textbooks and digital resources varies greatly between urban and rural schools. Many students in small localities face outdated or missing materials.	A national platform ensures that every child and teacher— regardless of region, school size, or socioeconomic background—has equal access to high-quality, curriculum-aligned digital resources.	Multilingual support (Romanian, Russian, Gagauz, Ukrainian, English) and accessibility features (screen readers, captions, alternative formats) can ensure no learner is left behind.
Curriculum alignment and quality assurance	Teachers currently rely on fragmented or external online resources, many of which are not aligned with the Moldovan curriculum or vetted for accuracy.	Provides official, validated, and curriculum-aligned materials (textbooks, lesson plans, exercises, interactive content), reducing reliance on non-standard resources.	Peer-review and MER oversight ensures accuracy, relevance, and pedagogical quality.
Support for teachers	Teachers often spend hours searching for or creating materials.	Access to ready-to-use lesson plans, exercises, digital textbooks. Continuous professional development modules directly embedded in the platform.	Frees up teachers' time to focus on pedagogy, not content hunting.
Cost efficiency	Textbook procurement is one of the largest recurring costs for the state budget.	Freely reusable and adaptable resources reduce dependency on expensive proprietary materials.	Government investment is amortized across years and users. Potential to replace or complement printed

Area	Current challenge/problem	OER solution	Inclusivity and effectiveness
			textbooks with digital- first editions.

Concept of the National Platform of OER

Purpose and Objectives

The rapid digital transformation of education and the growing demand for equitable access to high-quality learning resources have highlighted the urgent need for a National Open Educational Resources (OER) Platform in Moldova. While several initiatives have been launched in recent years to provide digital lessons, interactive content, and online textbooks, these remain fragmented, lack systematic quality assurance, and are not fully integrated with the national curriculum.

The establishment of a national OER platform will serve as a strategic cornerstone in modernizing Moldova's education system. It will provide a centralized, curriculum-aligned repository of free and openly licensed resources accessible to all students, teachers, and schools, regardless of geographic location or socio-economic status. By promoting openness, collaboration, and innovation, the platform will not only strengthen teaching and learning but also reduce disparities, improve cost efficiency, and ensure the long-term sustainability of digital education in the country.

Defining the purpose and objectives of this platform is essential to guide its development, governance, and implementation. These objectives will ensure alignment with Moldova's national education priorities, international commitments such as the UNESCO OER Recommendation (2019), and the EU Digital Education Action Plan (2021–2027), while responding to the practical needs of students and teachers in the classroom.

Primary goal: Provide free, equitable, and high-quality access to educational resources for learners, educators, and institutions nationwide.

Strategic objectives:

- Enhance inclusivity and reduce disparities in access to learning resources.
- Support curriculum alignment with national education standards.
- o Facilitate lifelong learning and digital skills development.
- Ensure compliance with copyright and open licensing frameworks (e.g., Creative Commons).

Guiding Principles

The National OER Platform will be developed and implemented in line with internationally recognized frameworks (UNESCO OER Recommendation, EU Digital Education Action Plan), while ensuring alignment with Moldova's education policies and priorities. Its success depends on four fundamental guiding principles:

1. Equity:

- a. Guarantee free and universal access to all students and teachers, regardless of geographical location within the Republic of Moldova, socio-economic background, or special educational needs.
- b. Provide multilingual support (Romanian, Russian, Gagauz, Ukrainian, English).
- c. Ensure accessibility compliance (WCAG 2.1), with captions, alt-text, and offline access options.

2. Quality:

- a. Align all resources to the national curriculum and learning competencies.
- b. Establish continuous feedback loops from educators and learners.
- c. Use data analytics to monitor adoption, learning outcomes, and regional disparities.
- 3. Open Licensing: Adopt Creative Commons (CC BY, CC BY-SA) licenses for all resources.

4. Sustainability:

- a. Secure long-term funding through a mix of government, donor, and public-private partnerships.
- b. Build teacher and administrator capacity in OER creation.
- c. Ensure platform scalability, and long term interoperability (with EMIS, LMS, elibraries), and offline resilience.

Stakeholder Ecosystem

Primary Owner: MER.

Beneficiaries: Students (K-12, vocational education), teachers, parents.

Contributors: Content creators, publishers, NGOs, international partners.

Administrators: Platform managers, MER content moderators, IT support teams.

Governance and Management Model

For the National Open Educational Resources (OER) Platform to be effective, it must be guided by a clear and inclusive governance and management model. Such a model ensures that the platform is not only technically sustainable but also trusted, widely adopted, and responsive to the needs of teachers, students, and policymakers.

In Moldova, governance must balance national-level oversight with grassroots teacher and community engagement. The Ministry of Education and Research (MER) should provide policy direction, funding, and ownership, while CTICE (Center for ICT in Education) manages day-to-day operations, technical infrastructure, and quality control. At the same time, teachers, universities, publishers, NGOs, and international partners play a vital role in creating, reviewing, and improving resources.

The proposed governance model is built on three key pillars: **strategic oversight** – led by MER and a multi-stakeholder Steering Committee; **operational management** – coordinated by CTICE, with integration into EMIS and digital identity systems; and **community engagement & quality assurance** – driven by teachers, subject experts, universities, and students, ensuring that resources remain relevant, accurate, and open.

1. Overall governance structure

a. Lead authority - MER:

- i. Holds overall ownership of the platform.
- ii. Ensures alignment with national education policies, the Education Code, and EMIS strategy.
- iii. Secures long-term budget allocation and oversees legal compliance (e.g., copyright, data protection).

b. Steering Committee (National OER Council)

- i. Multi-stakeholder governance body including:
 - 1. MER (chair), CTICE (secretariat/technical lead).
 - 2. School directors and teacher associations.
 - 3. Universities and pedagogical institutes.
 - 4. Civil society & NGOs (digital inclusion, SEN advocacy).
 - 5. Development partners (EU, UNICEF, World Bank, UNESCO).
 - 6. Publishers and EdTech providers.

ii. Responsibilities:

- 1. Approves platform strategy, licensing framework, and annual priorities.
- 2. Monitors progress and adoption.
- 3. Ensures alignment with international best practices.
- 4. Monitor legal compliance:
 - a. Ensure compliance with copyright legislation and the framework for open licenses (Law on Copyright and Related Rights; UNESCO OER Recommendations 2019).
 - b. Ensure compliance with data protection regulations (GDPR and national legislation).

2. Operational Management:

- **a. CTICE (Center for ICT in Education):** Acts as the operational manager of the platform. Responsibilities:
 - 1. Day-to-day technical management (hosting, security, maintenance).
 - 2. User support (helpdesk, tutorials, FAQs).
 - 3. Organizing teacher training on OER creation and use.
 - 4. Coordinating with EMIS, national authentication (MPass), and elibrary services.

b. Content governance model:

- i. Final editorial approval (CTICE) Ensures:
 - 1. Accuracy of metadata and license.
 - 2. Compliance with accessibility and quality standards.
 - 3. Conformity with the Education Code and copyright legislation.
- ii. Publication and transparency:

- 1. Published content includes version history and a clear indication of the author/rights holder.
- 2. All public resources display the CC license and reuse conditions.
- iii. Feedback and continuous improvement
 - 1. Teachers and students can rate, comment, and report issues (including suspected plagiarism).
 - 2. MER/CTICE maintains a report-abuse mechanism and investigates cases within a maximum of 30 days.

3. Roles & Responsibilities:

Stakeholder	Responsibilities
MER	Policy direction, funding, ownership, reporting to government.
Steering Committee	Strategic oversight, approval of guidelines, stakeholder engagement.
CTICE	Technical management, QA workflows, teacher training, platform integration.
Teachers & Teacher Associations	Creation of OER that can be later uploaded to the platform.
Publishers	Collaborate on digital-first textbooks with open licensing agreements.
NGOs / Civil Society	Promote inclusion, accessibility, and equity (esp. SEN learners).
Development Partners	Provide funding, technical assistance, global best practices.

4. Quality Assurance & Licensing:

- a. Quality standards: All resources tagged to national curriculum codes and assessed against a rubric (accuracy, pedagogy, accessibility).
- b. Licensing: Default: Creative Commons (CC BY or CC BY-SA).
- c. Continuous monitoring: Analytics dashboards track adoption and usage.

5. Sustainability & Accountability:

a. Funding model:

- i. Core funding from MER state budget.
- ii. Supplementary support from EU, UNICEF, World Bank, bilateral donors.

iii. Public-private partnerships with EdTech firms (zero-rating access, cloud hosting).

b. Capacity building:

- i. Annual training cycles for teachers on OER development and use.
- ii. Digital pedagogy modules integrated into teacher CPD.

c. Accountability mechanisms:

- i. Annual public progress reports.
- ii. Independent external evaluation every 3 years.
- iii. Feedback surveys from students, teachers, and parents.

This hybrid structure guarantees both top-down legitimacy and bottom-up ownership, providing Moldova with a sustainable and innovative framework for the National OER Platform.

Technical specifications of the National Platform of OER

The National Open Educational Resources (OER) Platform aims to provide free, equitable, and high-quality access to educational resources for learners, teachers, and institutions across the country. The platform will serve as a central repository and collaboration space for digital learning content aligned with the national curriculum.

The initiative supports inclusive education, lifelong learning, and digital transformation, while promoting local content creation and compliance with open licensing standards such as Creative Commons (CC).

In scope	Out of scope	
 Development of a national-level OER repository and delivery platform. Alignment of OER content with national curriculum standards. Open access for students, teachers, parents. Support for multilingual content and accessibility standards. 	 Development of proprietary commercial content. Replacement of institutional LMS platforms. Creation of print-only resources (digital-first mandate). 	

High level business requirements

1. Content management:

- a. Upload, curate, and catalog resources with metadata aligned to curriculum.
- b. Support for multiple content formats: PDF, SCORM, H5P, video, audio, interactive simulations.
- c. Version control and update history.

2. Access and delivery:

- a. Advanced search and filtering.
- b. Mobile-first and offline access capabilities.
- c. WCAG-compliant accessibility and multilingual interface.
- d. Single sign-on integration with national authentication systems for administrator roles.
- 3. Collaboration & community: Feedback, commenting, and rating functionality.
- 4. Licensing & compliance: Enforce Creative Commons/open licensing models.
- **5. Analytics & reporting:** Usage statistics (downloads, views, adoption rates).

6. Non-Functional Requirements

- a. Scalability: Handle national-level traffic and resource uploads.
- b. **Performance**: High availability and responsive user experience.
- c. **Security**: GDPR compliance, encryption, user privacy.
- d. Interoperability: API integration with MPass/EMIS.
- e. Sustainability: Funding, local capacity-building, and long-term maintenance plan.

7. Assumptions:

a. Stable internet infrastructure is available in most regions.

- b. Teachers and institutions will receive training on OER creation and usage.
- c. The government will allocate a budget for ongoing platform maintenance.

8. Dependencies:

- a. National authentication system for SSO.
- b. EMIS and LMS interoperability.
- c. Availability of open-license content and authoring tools.
- d. Collaboration with publishers and NGOs for content curation.

9. Risks:

- a. Low adoption due to lack of awareness or training.
- b. Insufficient content creation to cover curriculum needs.
- c. Data privacy concerns from stakeholders.

10. Success Indicators:

- a. Coverage of at least 80% of the national curriculum with OER within three years.
- b. High adoption rates among teachers and students.
- c. Increased use of resources in remote and underserved regions.
- d. Positive feedback from teachers and learners on usability and relevance.

Requirements prioritisation matrix:

Requirement area	Requirement description	Priority
Content management	Upload, curate, and catalog resources with metadata aligned to curriculum	Must-have
	Support for multiple content formats (PDF, SCORM, H5P, video, audio, interactive)	Must-have
	Version control and update history	Must-have
Access & delivery	Role-based access for administrators	Must-have
	Advanced search and filtering by subject, grade, format	Must-have
	Mobile-first design	Must-have
	Offline access (downloadable content packs)	Should-have
	Accessibility compliance (WCAG, multilingual UI)	Must-have

Requirement area	Requirement description	Priority
	Single Sign-On (SSO) with national authentication system MPass for administrator roles	Must-have
Collaboration & community	Commenting, rating, and feedback mechanisms	Must-have
	Moderation workflows for quality assurance	Must-have
Licensing & compliance	Enforcement of Creative Commons/open licensing	Must-have
	Clear attribution and reuse guidelines	Must-have
Analytics & reporting	Usage statistics (downloads, adoption, active users)	Must-have
	Policy dashboards (equity indicators, curriculum coverage)	Must-have
Non-functional	Scalability to national level	Must-have
	High availability and fast performance	Must-have
	GDPR compliance, encryption, admin user privacy	Must-have
	Sustainability plan (funding, local capacity building)	Must-have
	Cloud/hybrid hosting flexibility	Must-have
Additional features	Al-driven resource recommendations	Nice-to-have

Requirement area	Requirement description	Priority
	Gamification elements (badges, user rewards)	Nice-to-have
	Open API for third-party educational apps	Should-have

Functional Requirements

A. User Registration

A1. Registration of users with administrative permissions

Registration of users with administrative permissions

Federated SSO (primary):

- Protocols: OIDC (preferred), SAML 2.0.
- Account linking: If a matching email/ID exists, prompt link instead of duplicate.

Mandatory attributes: legal_name, preferred_name, role, institution_id, edu_level, email, unique_identifier (national/student ID surrogate), status.

Supports adds/updates/deactivation.

Registration Flow

Step 1. Access Entry Point

- User lands on the OER platform and clicks "Register".
- Prompt: "Are you a Student, Teacher, Parent/Guardian, or Administrator?"

Step 2. Registration Path

- 1. The user selects "Login with MPass".
- 2. Redirect to national identity provider MPass.
- 3. User authenticates via existing credentials.
- 4. System retrieves profile attributes (name, institution, role, ID).
- 5. If a match is found in OER database \rightarrow account linked. If new \rightarrow account created with role + affiliation auto-assigned.
- 6. The user lands on the dashboard.

Step 3. Consent & Onboarding

- All flows require:
 - Acceptance of Terms of Use & Privacy Policy.
 - Opt-in choices for analytics, communication.
- First login tutorial: "How to search resources, save favorites, upload materials".

A2. Data minimization & consent

The National OER Platform must comply with data protection regulations (GDPR, national privacy law), while ensuring that only the minimum necessary personal data is collected, processed, and stored. At the same time, users with administration permissions must provide informed, explicit consent for how their data is used.

Data minimization & consent

Minimum fields (at sign-up): email/phone, first_name, last_name, role, institution (picklist), language.

Explicit consent for Terms/Privacy; separate toggles for analytics & communications.

A3. Verification & fraud controls

Ensuring the integrity of user registration and preventing fraudulent or duplicate accounts is critical to the credibility of the National OER Platform. The verification and anti-fraud control mechanisms must balance security, ease of access, and data protection, considering the significant impact on students, teachers, and parents.

Verification & fraud controls

Rate limits: 5 verification attempts / hour / device; 10 sign-up attempts / IP / hour.

Disposable/role-bypassing domains blocked list.

Verification and fraud controls include:

- 1. Identity Verification: Administrators authority verification:
 - i. Only users with official appointment by MER can access admin roles.
 - ii. Verification requires institutional SSO.

2. Fraud Prevention Mechanisms

- a. Geo-location / IP Monitoring:
 - i. Suspicious activity (multiple accounts created from the same IP in a short time) flagged.
 - ii. Access from outside Moldova banned and logged for audit with alerting.
- b. Session security:
 - i. Auto-logout after inactivity.
 - ii. Limit concurrent logins per account to prevent credential sharing.

3. Audit & Logging

- a. All verification events are time-stamped and logged.
- b. Audit trails accessible to MER and CTICE for compliance and investigation.
- c. Regular fraud detection reports generated for Steering Committee oversight.

A4. Roles & affiliations

The National OER Platform must implement a role-based access and affiliation model to ensure that users receive the right permissions, tools, and content based on their function within the education system.

Roles & affiliations

Primary roles: MER administrator, CTICE administrator

Each user may hold multiple effective permissions = max(role vs affiliation) (see matrix in annex 2).

The roles will be editable by the MER administrator.

Core roles:

- MER administrator Oversees governance, quality assurance, analytics dashboards, and policy-level reporting.
- CTICE Administrator Monitors usage and generates adoption reports.

Affiliations:

- Every user must be linked to an educational institution or authority (MER or CTICE unit).
- Affiliations are verified via MPass/EMIS integration.

Role Assignment & Escalation:

- Roles are dynamic and can be updated if a user changes institution or status (tracked via EMIS).
- The roles (with associated permissions) are editable by the MER Administrator.

A5. Accessibility & UX

The National OER Platform must guarantee that all users — students, teachers, parents, and administrators — can access and use the system easily, regardless of language, ability, or device availability. Accessibility and user experience (UX) are central to equity and adoption.

Accessibility & UX

WCAG 2.2 AA; keyboard-only sign-up; screen-reader labels for inputs; large-text mode.

Accessibility:

- Standards compliance: Platform fully aligned with WCAG 2.1 AA guidelines to support learners with disabilities.

- Inclusive design: Features include screen reader compatibility, text-to-speech (optional), captions, alt-text for images, adjustable font sizes, and high-contrast modes.
- Multilingual support: Romanian, Russian, Gagauz, Ukrainian, and English interfaces and content tagging.
- Offline access: Downloadable content packages for schools with poor connectivity.

User experience (UX):

- Mobile-first design: Optimized for smartphones and tablets, recognizing widespread use of mobile devices in rural areas.
- Search & discovery: Intuitive filters (by grade, subject, resource type) and smart recommendations powered by metadata and analytics.
- Consistency & simplicity: Unified design system with clear icons, step-by-step guides, and minimal clicks to reach resources.
- Feedback loops: Easy rating, comments, and report issues buttons to continuously improve usability.

B. User authentication

B1. Authentication of users with administrative permissions (Login, Sessions, Security)

The National OER Platform requires administrator authentication in accordance with national digital identity standards.

Authentication methods

OIDC/SAML SSO (National eID, EMIS SSO, edu IdPs).

- Integration with MPass for seamless login.
- Enables single sign-on across MER digital services.

Security features:

- Session controls (auto-logout, limit concurrent sessions).
- All authentication flows are protected by TLS encryption and aligned with GDPR.

B2. Session & token management

The platform must ensure secure, efficient, and scalable handling of user sessions and authentication tokens, protecting user data while maintaining a seamless experience across devices.

Session & token management

OIDC short-lived access tokens (\leq 15 min), refresh tokens (\leq 12 hours, rotatable).

Device management: list and revoke sessions.

Idle timeout: 30 min (admin); configurable per policy.

Geo/IP anomaly detection \rightarrow step-up or block.

Session management:

- Time-bound sessions: Automatic logout after inactivity (e.g., 30 minutes for admins).
- Concurrent session limits: Restrict number of active logins per account to prevent credential sharing.
- Forced logout: Admins can revoke sessions in case of suspected compromise.

Token management:

- Standards-based: Use OAuth 2.0 / OpenID Connect (OIDC) for issuing and managing tokens.
- Access & Refresh Tokens:
 - Short-lived access tokens (e.g., 30 minutes).
 - Longer-lived refresh tokens with secure rotation policy.
- Encryption: All tokens signed and encrypted (JWT with strong algorithms).
- Revocation: Tokens can be invalidated on logout, password reset, or admin action.

Audit & compliance:

- Full logging of session creation, refresh, and termination events.
- Analytics dashboards for MER/CTICE to monitor login activity, unusual patterns, and potential misuse.

B3. Compliance & non-functional

The National OER Platform must meet legal, regulatory, and performance requirements to ensure long-term reliability, trust, and sustainability.

Compliance & non-functional

GDPR lawful basis + DPA, data residency per MoE policy.

Availability: 99.9% monthly for auth endpoints; RPO \leq 1h / RTO \leq 4h.

Compliance & non-functional

PenTest before go-live and annually; vulnerability SLA (Critical: 24h, High: 72h).

Compliance:

- 1. Open licensing:
 - a. All resources published under recognized Creative Commons (CC) licenses.
 - b. Compliance with national copyright law and MER content approval standards.
- 2. Education standards:
 - a. Alignment with Moldova's national curriculum.
 - b. Accessibility standards (WCAG 2.1 AA) for inclusive education.

Non-functional requirements:

- Performance: Platform must handle high traffic (e.g., peak nationwide use during school hours) with minimal latency².
- Scalability: Support growing numbers of users, resources, and integrations with EMIS and external systems.
- Availability: 99.5% uptime target with redundancy and disaster recovery in place.
- Maintainability: Modular architecture allowing updates without disrupting services.
- Sustainability: Cost-effective hosting model within the governmental MCloud infrastructure, with predictable long-term maintenance budgets.

In short, B5 ensures that the platform is legally compliant, secure, scalable, reliable, and aligned with both national education standards and international digital best practices.

Availability (uptime): minimum 99.5% per month.

² Reference Indicators:

Server response time: under 1 second for 95% of page requests.

Total latency (end-to-end): under 3 seconds for full page or resource loading under normal traffic conditions.

[•] Concurrent capacity: at least 200,000 concurrent users nationwide (teachers, students, administrators).

Scalability: the system must be able to automatically scale (auto-scaling) to support traffic peaks up to 200% of the daily average.

[•] Peak-time performance (e.g., 8:00–14:00): maximum allowed degradation of <10% compared to average response times.

Cache and CDN: use of a Content Delivery Network and caching mechanisms to optimize delivery of multimedia content and
static resources.

Stress testing: the platform must successfully pass stress tests simulating data volumes and requests equivalent to continuous nationwide use.

C. Content Structure (Model, Metadata, Workflow)

C1. Content object model

The National OER Platform must organize educational resources using a structured, metadata-rich content object model to ensure discoverability, reusability, and alignment with the national curriculum.

Content object model

Resource (atomic item): file, video, H5P activity, SCORM package, external LTI link, assessment item.

Lesson: ordered set of Resources + objectives.

Module/Unit: set of Lessons with pacing info.

Collection: curator-defined grouping across subjects/grades.

Course (optional): curriculum-aligned sequence of Modules with assessments.

Derivative: a Resource that remixes another, preserving license and attribution chain.

Localization: language variants linked via content_group_id.

Core principles:

- Granularity: Content divided into reusable objects (e.g., lesson, chapter, activity, quiz, multimedia element).
- Modularity: Objects can be combined into larger units (e.g., textbook, course, teacher guide).
- Reusability: Each object is tagged with metadata for easy adaptation, remixing, and sharing.

Metadata standards

- Descriptive: Title, author, subject, grade level, language, format, keywords.
- Curriculum alignment: Map to Moldovan curriculum standards and competencies.
- Rights & licensing: Explicit Creative Commons license attached to each object.
- Technical: File type, size, interoperability tags (SCORM, xAPI, LTI).
- Accessibility: Alt-text, captions, accessibility compliance indicators.

Content types supported

- Digital textbooks (structured by chapters/lessons).
- Interactive exercises, simulations, and games.
- Multimedia (videos, audio, infographics, animations).
- Assessments (quizzes, tests, assignments).
- Teacher resources (lesson plans, guides, rubrics).

Benefits:

- Facilitates search and discovery by subject, grade, format, or competency.
- Supports versioning and updates at object level without replacing whole textbooks.

C2. Supported formats

The National OER Platform must support a wide range of content formats to ensure flexibility, interoperability, and accessibility for both teachers and students across devices.

Supported formats

Documents: PDF, ePub, HTML.

Interactive: H5P, SCORM 1.2/2004, LTI 1.3 tool links.

Media: MP4 (H.264), WebM, MP3, WAV; automatic captions/transcripts required for video/audio.

Assessments: QTI 2.2 import; native item bank.

Text & document formats:

- HTML5 (preferred for interactive lessons, lightweight, mobile-friendly).
- PDF/EPUB (digital textbooks, offline readability).
- DOCX/ODT (teacher guides, editable lesson plans).

Multimedia formats:

- Video: MP4 (H.264), WebM with subtitles (VTT, SRT).
- Audio: MP3, OGG, AAC for lectures, podcasts, language learning.
- Images: JPEG, PNG, SVG (with alt-text for accessibility).
- Animations/Interactive Media: HTML5 Canvas, SVG, Lottie.

Learning object & assessment standards:

- SCORM 1.2 / 2004 (compatibility with LMS packages).
- xAPI (Tin Can API) for advanced tracking of learning activities.
- QTI (Question & Test Interoperability) for assessments and quizzes.

Data & metadata: JSON, XML, CSV for metadata exchange and analytics integration with EMIS.

Accessibility formats: DAISY, Braille-ready files (BRF), and text-to-speech–compatible formats for inclusive access.

C3. Core Metadata Schema (minimum)

To ensure discoverability, interoperability, and curriculum alignment, every resource on the National OER Platform must include a core metadata schema. This guarantees that learning materials can be searched, filtered, reused, and tracked consistently across schools and systems.

Minimum metadata fields:

- 1. Identification:
 - a. Title Name of the resource.
 - b. Unique ID System-generated identifier.
 - c. Author/Contributor Individual, institution, or publisher.
- 2. Description & context:
 - a. Abstract/Description Short summary of the resource.
 - b. Keywords/Tags To aid discovery.
 - c. Language Romanian, Russian, Gagauz, Ukrainian, English.
- 3. Curriculum alignment:
 - a. Subject/Discipline e.g., Mathematics, History.
 - b. Grade Level Primary, Gymnasium, Lyceum.
 - c. Curriculum Standard Code Competency/outcome mapping (linked to EMIS).
- 4. Technical:
 - a. Format/Type PDF, HTML5, video, audio, SCORM, etc.
 - b. File Size For storage and offline packages.
 - c. Version/Date Tracking updates.
 - d. Unique URL generation OER sharing.
- 5. Rights & licensing:
 - a. License Type Creative Commons (CC BY, CC BY-SA, etc.).
 - b. *Copyright Holder* Author or MER.
- 6. Accessibility: Accessibility Features Captions, alt-text, transcripts.

Benefits:

- Enables efficient search and filtering by subject, grade, language, format.
- Supports curriculum-linked analytics (e.g., resource usage per competency).
- Guarantees legal clarity through explicit licensing.

Field	Туре	Notes
title, description	text	Localizable
<pre>subject, grade_level, curricular_standard</pre>	taxonomy refs	National curriculum codes

Field	Туре	Notes
competencies	list	From competency framework
language	ISO 639-1	Multiple allowed
license	enum	CC BY, BY-SA, BY-NC, etc.
authors/creators	list	With affiliations
publisher	text	Institution/school (optional)
accessibility_features	list	schema.org/IMS AfA (captions, alt text, reading order, etc.)
keywords	list	Free tags
estimated_duration	duration	e.g., PT45M
prerequisites	list	Resource refs
coverage	geo	National/region
version, status	semantic + enum	draft/review/published/archived
source_url,doi/urn	string	If applicable
analytics_id	string	For event attribution

C4. Versioning & lineage

The National OER Platform must implement a versioning and lineage model to track how resources evolve over time and ensure transparency, quality assurance, and proper attribution.

Versioning & lineage
Semantic versioning (MAJOR.MINOR.PATCH).

Versioning & lineage

Immutable published versions; edits create a new draft.

Lineage graph for remixes and translations; auto-carry attribution & license compatibility checks.

Versioning:

- Automatic version IDs: Each update to a resource generates a new version with a unique identifier.
- Change tracking: Metadata records changes (author, date, description of edits).
- Rollback: Administrators can revert to a previous version if errors are introduced.
- User visibility: Teachers and students see the most recent "stable" version, with the option to access prior versions.

Lineage:

- Parent-child relationships: Derived resources (translations, adaptations, remixes) are linked back to the original source.
- Attribution Chains: Credit is preserved across adaptations, following Creative Commons requirements.
- Curriculum mapping updates: If the national curriculum changes, lineage ensures older versions remain available but marked as "legacy."
- Analytics continuity: Usage statistics aggregated across versions to show long-term impact.

Benefits:

- Supports quality assurance by documenting all edits and reviews.
- Encourages adaptation and reuse without losing track of the original source.
- Provides transparency and trust in official vs. community-contributed resources.
- Ensures curriculum relevance over time, while preserving legacy materials for reference.

C5. Localization & accessibility

The National OER Platform must guarantee that resources are culturally relevant, multilingual, and accessible to all learners, including those with special educational needs (SEN). This principle ensures inclusivity across Moldova's diverse education system.

Localization & accessibility

Resource can have multiple language variants, all linked under content_group_id.

Alt text mandatory for images; captions/transcripts for A/V; reading order for PDFs.

Localization & accessibility

RTL/LTR support; font scaling; high-contrast theme.

Localization:

- Multilingual support: Resources available in Romanian, Russian, Gagauz, Ukrainian, and English where applicable.
- Curriculum context: All resources aligned with Moldova's national curriculum standards and competencies.
- Cultural relevance: Examples, case studies, and visuals adapted to Moldova's social, historical, and cultural context.
- Regional flexibility: Enable schools and teachers to adapt content for local needs while maintaining curriculum alignment.

Accessibility:

- Standards compliance: Full adherence to WCAG 2.1 AA accessibility standards.
- Assistive features: Screen reader compatibility, text-to-speech options, captions/subtitles for videos, transcripts for audio, alt-text for images, and high-contrast modes.
- Inclusive formats: Support for DAISY, Braille-ready files (BRF), and simplified layouts for low-literacy or SEN learners.
- Offline access: Downloadable packages for schools and communities with poor connectivity.

Benefits:

- Promotes equity of access for all students, regardless of language or ability.
- Strengthens curriculum relevance and cultural ownership of resources.
- Meets legal and ethical commitments under UNESCO OER Recommendation (2019) and Moldova's national education laws.

In short, C5 ensures that the OER Platform provides multilingual, culturally relevant, and fully accessible learning resources so that every learner and teacher in Moldova can benefit equally.

C6. Roles & Permissions Matrix

The National OER Platform must implement a role-based access control (RBAC) model to ensure that users with administrative rights can perform only the actions appropriate to their role. This guarantees security, accountability, and efficient platform management.

The complete matrix, which ensures clarity, responsibility, and transparency while balancing open contribution with centralized quality control, is included in Annex 2.

C7. Search & discovery

The National OER Platform must include a powerful, user-friendly search and discovery system that enables students, teachers, parents, and administrators to quickly locate relevant resources.

Search & discovery

Facets: subject, grade, format, language, license, duration, accessibility features, standards.

Sort: relevance, newest, highest-rated, most used.

Curriculum view: browse by national standard \rightarrow see mapped resources.

Recommendations (optional): similarity-based, privacy-preserving.

Core features:

- Keyword search: Full-text search across titles, descriptions, and metadata.
- Faceted filters: Refine results by subject, grade level, curriculum competency, resource type (video, quiz, textbook), language, format, and license type.
- Curriculum navigation: Browse resources mapped directly to Moldova's national curriculum structure (competencies and grade outcomes).
- Personalized recommendations: Al-driven suggestions based on user role (student vs. teacher), browsing history, and frequently used resources.

Advanced discovery:

- Semantic search: Support for synonyms and related concepts (e.g., "fractions" →
 "rational numbers").
- Community signals: Display popularity (downloads, ratings, usage trends) to surface high-quality resources.

Benefits:

- Saves teachers time in lesson preparation.
- Helps students and parents quickly find curriculum-aligned learning materials.
- Promotes visibility of locally created OER while enabling access to international best practices.

C8. Analytics & telemetry (privacy-aware)

The National OER Platform must include analytics and telemetry tools that provide insights into usage, adoption, and learning outcomes, while fully respecting user privacy and data protection regulations (GDPR, national law).

Analytics & telemetry

Events: view, download, add-to-collection, assign-to-class, complete, rating, review decision.

Analytics & telemetry

Aggregations: adoption by region/role/school; curriculum coverage heatmaps.

Opt-out controls where required; no ad/third-party trackers.

Analytics capabilities:

- User engagement: time spent on platform, device types.
- Content usage: Monitor most-viewed resources, downloads, ratings, comments, and search patterns.
- Curriculum alignment: Report on resource use per subject, grade, and competency.
- Equity indicators: Compare adoption across regions and languages to identify gaps.

Telemetry features:

- Feedback loops: Capture user ratings and issue reports for continuous quality improvement.
- Performance metrics: Monitor page load times, error rates, and connectivity issues.

Benefits:

- Provides MER and CTICE with actionable insights for policy and resource improvement.
- Helps teachers identify which materials are most effective in practice.
- Ensures compliance with privacy laws and builds user trust.

D. Minimal API surface (for planning)

To ensure interoperability, scalability, and integration with Moldova's existing education infrastructure (e.g., EMIS, MPass), the National OER Platform must expose a minimal but well-defined set of APIs. These APIs will enable secure data exchange while reducing complexity and security risks.

Minimal API surface

POST /auth/oidc/callback, POST /auth/login, POST /auth/logout

POST /users(admin), GET /users/me, PATCH /users/me, POST /users/invitations

GET /taxonomies/:type (subjects/grades/standards)

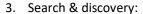
POST /resources, PATCH /resources/:id, POST /resources/:id/submit, POST /resources/:id/publish

Minimal API surface

GET /search?facet=..,GET /resources/:id/lineage,POST
/resources/:id/remix

Core API categories:

- 1. Authentication & identity:
 - Endpoints for Single Sign-On (SSO) with MPass/EMIS.
 - User role & affiliation lookup (administrators).
- 2. Content management:
 - Upload, retrieve, update, and delete OER objects.
 - Metadata query API (aligned with C3 Core Metadata Schema).
 - Versioning and lineage tracking (C4).



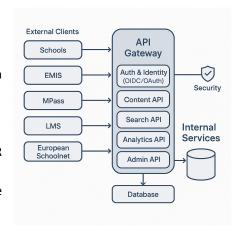
- Search API with filters (subject, grade, format, language).
- Curriculum navigation API (retrieve resources by competency/grade code).
- 4. Analytics & telemetry:
 - Usage statistics.
 - Event logging API for resource views, downloads.
- 5. Administration & governance:
 - Admin user management (integration with MPass/EMIS).
 - Role/permission assignment.

Design principles:

- RESTful JSON APIs (with future GraphQL extensions if needed).
- Security by Design: OAuth 2.0 / OpenID Connect; role-based access.
- Minimalism: Only essential endpoints exposed externally to limit attack surface.
- Interoperability: APIs align with SCORM, xAPI, and QTI where applicable.
- Documentation & Versioning: Public API docs with version control to ensure stability.

E. Infrastructure & Hosting Options (Cloud/Hybrid)

The National OER Platform must be hosted on MCloud, the Government of the Republic of Moldova's centralized cloud infrastructure, to ensure compliance with digital governance requirements, data sovereignty, and security standards.



- National sovereignty: Guarantees that all educational data (students, teachers, institutions) is stored and processed within Moldova's jurisdiction.
- Compliance: Aligns with Government Decision No. 128/2014 (*Privind serviciile guvernamentale de tip cloud MCloud*) and other national ICT regulations.
- Integration: Provides a standardized environment for interoperability with state systems (EMIS, MPass, etc.).
- Cost efficiency: Shared infrastructure reduces procurement, licensing, and operational costs.
- Security: Built-in government-grade cybersecurity monitoring, redundancy, and disaster recovery.

Infrastructure Layers

1. Compute & storage:

- a. Virtualized environment for scalable hosting of web applications, APIs, and databases.
- b. Elastic storage to accommodate large volumes of OER content (textbooks, videos, multimedia).
- c. Content Delivery Network (CDN) or caching layer for faster access, especially in rural areas.

2. Database & metadata repository:

- a. Relational databases for user, role, and content metadata management.
- b. Object storage for OER files with versioning (C4) and lineage tracking.
- c. Encrypted backup storage with retention policies (daily, weekly, monthly).

Application layer:

- 1. Hosting the OER platform's core services (content management, search & discovery, analytics).
- 2. API gateway for minimal API surface (authentication, content, search, analytics).
- 3. Identity federation with MPass and EMIS via secure SAML/OIDC.

Security & monitoring:

- 1. Centralized logging and audit trail storage on MCloud.
- 2. Intrusion detection, DDoS protection, and Web Application Firewall (WAF).
- 3. SIEM (Security Information and Event Management) integration for real-time monitoring.

High availability & disaster recovery:

- 1. Load balancers for horizontal scaling.
- 2. Multi-zone hosting inside MCloud's infrastructure.
- 3. Disaster recovery plan with Recovery Time Objective (RTO) < 4 hours and Recovery Point Objective (RPO) < 24 hours.

Hosting model:

1. Hybrid cloud readiness: While core services remain on MCloud, the platform should allow hybrid integration with global OER repositories (e.g., UNESCO, EU OER).

- 2. Scalability: Capacity planning for peak usage (e.g., nationwide synchronous access during digital textbook launches).
- 3. Energy efficiency: Compliance with green IT and government sustainability requirements.

Hosting the OER Platform on MCloud ensures data sovereignty, integration with Moldova's e-government systems, and compliance with national regulations while providing secure, scalable, and cost-efficient infrastructure.

Sustainability and Maintenance Plan

To ensure the National OER Platform remains operational, relevant, and trusted over time, a structured sustainability and maintenance plan must be in place. This plan addresses financial, technical, and institutional continuity, guaranteeing long-term adoption and effectiveness.

Financial sustainability:

- a. Government budgeting: Annual allocation through MER's education and digitalization programs.
- b. Donor & partner support: Initial co-financing (EU, UNICEF, WB, UNESCO) for scaling and innovation.
- c. Cost efficiency: Hosting on MCloud reduces recurring infrastructure expenses.
- d. Open licensing model: Avoids recurring content licensing fees by using Creative Commons.

Technical maintenance:

- a. Platform updates: Regular updates for security patches, performance improvements, and new features.
- b. Content updates: Continuous review and renewal of OER materials to align with curriculum changes.
- c. Monitoring & support: 24/7 monitoring, incident response, and a tiered helpdesk.
- d. Disaster recovery: Backups and recovery testing to ensure resilience against outages.

Institutional sustainability:

- a. Ownership: MER as strategic owner; CTICE as operational manager.
- b. Governance model: Multi-stakeholder Steering Committee to guide policy, quality assurance, and innovation.
- c. Capacity building: Ongoing teacher training, digital literacy programs, and onboarding for new schools.
- d. Community engagement: Encourage teachers, universities, and NGOs to contribute and adapt OER.

Evaluation & Continuous Improvement

- a. Analytics: Regular reporting on usage, equity, and effectiveness.
- b. Feedback loops: Incorporate user feedback into new platform releases.

c. External reviews: Independent evaluations every 3–5 years to ensure compliance and quality.

The Sustainability and Maintenance Plan guarantees financial, technical, and institutional continuity, ensuring that Moldova's National OER Platform thrives as a permanent part of the education ecosystem.

Monitoring & Evaluation Framework

The National OER Platform requires a structured M&E framework to track progress, measure outcomes, and ensure continuous improvement. This framework focuses on adoption, quality, and educational impact.

Key Performance Indicators (KPIs)

- 1. Platform usage: Number of active users per month (students, teachers, administrators).
- 2. Content availability: Number of resources uploaded, approved, and aligned with curriculum.
- 3. Adoption: Number of downloaded resources.
- 4. Accessibility: Percentage of resources compliant with WCAG 2.1 AA.
- 5. System performance: Uptime (%), average load times, and error rates.
- 6. Satisfaction Levels: User feedback scores and ratings.

The M&E framework uses KPIs, adoption metrics, QA mechanisms, and learning impact indicators to ensure the OER platform is not only widely used but also trusted and effective in improving Moldova's education system.

Annexes

Annex 1.1 Glossary of terms

	Affilex 1.1 Glossary of terms
Abbreviation	Detailed name
AI	Artificial Intelligence
API	Application Programming Interface
BRF	Braille Ready Format
сс	Creative Commons
CPD	Continuous Professional Development
CSRF	Cross-Site Request Forgery
csv	Comma-Separated Values
CTICE	Centrul de Tehnologii Informaționale și Comunicaționale în Educație (Center for ICT in Education)
CUATM	Clasificatorul unităților administrativ-teritoriale al Republicii Moldova (Classifier of Administrative-Territorial Units of Moldova)
DAISY	Digital Accessible Information System
DDOS	Distributed Denial of Service
DOCX	Microsoft Word Document format
EMIS	Education Management Information System
EU	European Union
	<u> </u>

Abbreviation	Detailed name
FAQ	Frequently Asked Questions
GDPR	General Data Protection Regulation
HTML5	HyperText Markup Language, version 5
IDNP	Identificatorul Numeric Personal (Personal Numeric Identifier in Moldova)
JSON	JavaScript Object Notation
JWT	JSON Web Token
LDAP	Lightweight Directory Access Protocol
LMS	Learning Management System
LRE	Learning Resource Exchange (European Schoolnet)
LTI	Learning Tools Interoperability
MER	Ministry of Education and Research (Moldova)
MPass	Moldova's national digital identity and authentication service
NGO	Non-Governmental Organization
OER	Open Educational Resources
OIDC	OpenID Connect
ОТР	One-Time Password
PDF	Portable Document Format
QTI	Question and Test Interoperability (assessment standard)
RBAC	Role-Based Access Control
RSUD	Registrul de Stat al Unităților de Drept (State Register of Legal Entities in Moldova)

Abbreviation	Detailed name
SCIM	System for Cross-domain Identity Management
SCORM	Sharable Content Object Reference Model (e-learning standard)
SEN	Special Educational Needs
SAML	Security Assertion Markup Language (federated login standard)
SME	Subject-Matter Expert
SIEM	Security Information and Event Management
sso	Single Sign-On
svg	Scalable Vector Graphics
ТА	Technical Assistance
TLS	Transport Layer Security
UNESCO	United Nations Educational, Scientific and Cultural Organization
UNICEF	United Nations International Children's Emergency Fund
ux	User Experience
VTT	Web Video Text Tracks (subtitle format)
wзc	World Wide Web Consortium
WAF	Web Application Firewall
WCAG	Web Content Accessibility Guidelines
WB	World Bank
XML	eXtensible Markup Language
хАРІ	Experience API (Tin Can API for learning activity tracking)

Annex 1.2. Roles and Permissions Matrix (full version)

Action / Permission	Student	Teacher	Parent/Guardian	CTICE Admin	MER Admin
View public OER content	▽	▽			
Download resources	✓	~			
Comment / Provide feedback	▽	▽			~
Upload resources	×	×	×	✓	✓
Edit metadata	×	×	×	~	✓
Content Archiving/Deletion	X	×	×		2
Resource Publication	×	×	×	☑	2
Reporting Inappropriate Content	✓	2			
Viewing National Dashboards	×	×	×	×	
Moderation and Sanctions	×	×	×	×	
Role Assignment / Delegation	×	×	×	×	▽

Annex 1.3. Acceptance Criteria (samples)

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Area	Sample
Admin User Registration	Students, teachers, and parents can successfully access the platform without registration. Admin users can register via MPass SSO, and the system automatically creates the account with the correct role and affiliation. Minimum required fields at registration: first name, last name, email/phone, institution, role.
Authentication & Sessions	Students, teachers, and parents can successfully access the platform without registration. Admin users can successfully log in using MPass/EMIS. Access tokens expire after a maximum of 15 minutes; refresh tokens after a maximum of 12 hours. The system auto-logs out users after 30 minutes of inactivity (admins).
Content & Metadata	Any uploaded resource must contain mandatory metadata (title, author, subject, grade level, curriculum code, CC license). The system does not allow publication of resources without a valid Creative Commons license. Any modification generates a new version, preserving the history.
Access & UX	Resources can be searched by subject, grade, format, language, and license. The platform interface is available in at least 3 languages (RO, RU, EN).

Area	Sample
	All videos must include subtitles, and all images must have alt-text descriptions.
	The platform must be fully mobile-responsive.
Analytics & Reporting	MER can generate aggregated national reports (adoption by region, urban/rural equity).
Security & Compliance	An annual security audit report must be provided to MER.



Filtre generale				
Nivel de invățământ	Disciplina	/ Arie currie	culară	Tipul resursei
☐ Primar	☐ Matem	atică		Lectja interactivă
☐ Gimnazial	Limba:	și literatura re	omână	☐ Videc educational
☐ Liceal	Ştfinte			Fişå de lucru / exercitiu
	☐ Arte			Ghid mefodologic
	☐ Educat	ție civică		☐ Test / evaluare
	☐ Aítul			 Manual digital
				Resursă pentru părinți
Filtre de conținut Limba resursei Română Engleză	Formatul PDF Video	Fiștei Arte Arte	□ F	essibliitiate Resurse adaptate pentru elevi cu CES
Limba resursei Română	Formatul PDF	☐ Arte	Etic	Resurse adaptate
Limba resursei Română Engleză Rusâ Găgâuză	Formatul PDF Video SCORM HTML PPT DOCX	Arte Arte Arte Arte	Etic	Resurse adaptate pentru elevi cu CES hetă de calitate /erificată de MEC Recomândată de profeso reată de comunitate
Limba resursei Romānă Engleză Rusà Găgâuzâ	Formatul PDF Video SCORM HTML PPT	Arte Arte Arte Arte Arte	Etic	Resurse adaptate pentru elevi cu CES hetä de calitate /erificatå de MEC Recomándatå de profeso
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Limba resursei Română Engleză Rusâ Găgáuzâ Filtre pedagogice Competențe vizate gândire critică	Formatul PDF Video SCORM HTML PPT DOCX Tipul activ individe	ArteArteArteArteArteArteArteArteArteArte	Etic	Resurse adaptate pentru elevi cu CES hetă de calitate //erificată de MEC Recomândată de profeso reată de comunitate por / instituție creator rorofesor