

Annex A - TERMS OF REFERENCE

MASS DISTRIBUTION OF SHORT MESSAGE SERVICE (SMS) MESSAGING IN HUNGARY AND SLOVAKIA

Introduction:

Cash-based interventions (CBI) and in-kind assistance are the principal modalities for delivering assistance and services. CBIs are intended to provide refugees, asylum-seekers, returnees, internally displaced and stateless people greater dignity of choice in how to meet their needs. Designed and delivered appropriately, CBIs can reduce protection risks, facilitate solutions and improve efficiency and effectiveness in programme delivery. They can also contribute to the local economy, enable financial inclusion, and foster positive relations with host communities.

The Hungarian border police registered more than 2 million people arriving from Ukraine since the beginning of the war (directly from Ukraine and through Romania), and as of April 2023 more than 35,000 people applied for temporary protection status. While Hungary was one of the first member states to introduce the national temporary protection status as the war broke out on 24 February, and provides basic care and services for Ukrainians and Hungarian-Ukrainian dual citizens leaving Ukraine, TP-holders and applicants are not entitled to the mainstream social protection supports, as they are not under the personal scope of the laws regulating those.

The Ministry of Labor, Social Assistance and Family (MoLSAF) of the Slovak Republic, has the obligation to provide social assistance to those in need in the territory of Slovakia, meeting the conditions established in articles 10 -14 of the Act no. 417/2013 (Act of Assistance in Material Need). However, due to the high number of refugees entering the country and the need to respond quickly, the Cash Working Group operational agencies supported the Government in delivering multi-purpose cash assistance from May until September 2022. Since October 2022, UNHCR Slovakia has been working continuously with MoLSAF to ensure a smooth transition from humanitarian MPC assistance to inclusion into the national system. As per Act no. 417/2013, temporary protection holders with material needs have access to specific social assistance support.

UNHCR aims to complement and cover current gaps in social protection systems in Hungary and Slovak Republic through targeted Cash for Protection for vulnerable individuals that, due to their protection profile, require additional support to meet their basic needs.

The UNHCR CBI programme requires regular and direct communication with recipients and potential recipients to give detailed information on the programme, enrolment, and how to access their entitlements. Consequently, SMS provision is envisaged as a necessary, efficient, and effective communication means.

A. Services Overview:

Provision of a platform for UNHCR designated personnel to be able to dispatch bulk Short Message Service (SMS) messages, including to VIBER and WHATSAPP, to mobile phones in multiple languages, using phone number and text data pairs at any point in time. UNHCR must be able to send specific messages to the designated mobile numbers at any given time through an automated or pre-programmed function. The mobile numbers will be Slovak, Hungarian, and Ukrainian numbers. The service provider must be able to send the messages showing a customizable sender ID for recipients to know it is coming from UNHCR. They must also be able to report on whether the messages were received and notify of failures to identify issues. UNHCR staff must be able to dispatch the bulk SMS

with minimal effort and a user-friendly interface.

B. Description of the Deliverables:

- Please list the telephone providers to which SMS can be sent. Please indicate if the option is functional if the telephone receiving the message is located outside the country of origin of the provider.

Requirements for the provision of the SMS Platform:

1. Creation of two accounts: one for UNHCR Slovakia and one for UNHCR Hungary, where the caller ID can be identified as such.
2. The service should support messages in all languages supported by Unicode UTF-8 or UCS-2 or equivalent Unicode. Indicatively, the languages that need to be supported are:
 - a. English
 - b. Hungarian
 - c. Russian
 - d. Slovak
 - e. Ukrainian
3. Ability for UNHCR to send bulk SMS by providing data through the supplier platform having the data for recipient number, message, and day of delivery.
4. Messages of at least 250 total characters, but ideally 350 should be supported for all languages above. If it is not possible to have this minimum number of characters, the supplier should notify the character limit.
5. Report on successful delivery of messages to all target numbers and notification of failures to attempt re-sending. Suppliers should note the cost of repeated attempts after a delivery failure.
6. The service must be capable of sending SMS messages to all mobile networks in Slovakia and Hungary, regardless of the mobile network operators, and Ukrainian SIMs that are being used in Slovakia and Hungary. **The supplier should notify us if it is possible to send to Ukrainian SIMs and the cost implications of this.**
7. The Supplier needs to provide all available EU Regulation Certificates and Internal Regulations and Policies that would ensure compliance with GDPR.
8. Considering that UNHCR does not send SMS for advertisement purposes, opt-out options should be optional and subject to UNHCR's decision to use it or not.
9. The service should provide an API for sending SMS for interoperability purposes.
10. The service must enable UNHCR to monitor the account balance.
11. The platform will allow UNHCR to send text messages to Viber and WhatsApp users. Therefore, there will be a dedicated sender number for SMS and another for Viber and WhatsApp.
12. The Supplier should have a good understanding of local GSM provider technologies (in Slovakia, Hungary and Ukraine), to ensure and have a full insight of the reasons and solutions concerning delivered or undelivered SMS messages.

Services Provided:

1. Access to the Mass SMS Distribution Platform, creation of Accounts/ Users Profiles, and the technical capacity to dispatch SMS messages in one or more batches at different dates and/or times per batch. It must be possible to create these accounts at short notice and be ready to send SMS as soon as possible.

2. Technical support to UNHCR on the use of the service during office hours but also on weekends for the period of the contract.

C. Contractual Responsibilities:

The Contractor shall:

- Provide the services requested, as described herein.
- Make the services available for use no later than two weeks from the contract signing day.
- Demonstrate the service to designated UNHCR staff.
- Train designated UNHCR staff in the use of the service, as required.
- Provide technical support to UNHCR for the service as described herein.
- Charge and invoice UNHCR only for the SMS purchased, according to the agreed cost per message. The Suppliers are invited to suggest alternative procedures, while ensuring that all above preconditions are met.
- Promptly inform UNHCR of any problem which affects the execution of the services described herein.
- Treat the data which will be provided by UNHCR for each dispatch as strictly confidential and not retain any of this data past the end of the corresponding dispatch and of the contract period.
- Not use any data provided by UNHCR for any purposes other than the services described herein.

UNHCR shall:

1. Timely inform the Contractor of any specific requirements concerning any part of the service, as asked by the contractor.
2. Advise the Contractor on any field safety and/or privacy-related issues that may be of concern in the context of the system.
3. Provide support to the Contractor (except labor) and facilitate the communication with the contractor.
4. Supervise the works of the Contractor and accept or reject the deliverables, depending solely on compliance with the mutually agreed Terms of Reference.
5. Designate staff members to attend the demonstration of the finalized system and any training, shall such training be required.
6. Pay the Contractor upon satisfactory provision of the service and within 30 days of receipt of the invoice.
7. Not be liable for any injury or other loss or liability which may be incurred to the Contractor as a result of the work required for the fulfillment of the contract.
8. Monitor the running account balance, decide on the time and amount of recharging it, instruct the Contractor to recharge the account as required and pay the contractor the incurred amount timely.