

**Intensifying HIV Prevention
UNAIDS Joint Learning in HIV Prevention Leadership
For
UNAIDS Technical Staff**

Responses to the questions from the applicants

August 7, 2009

Question	Answer
1. On page 7 of the RFP, UNAIDS states that 11 workshops are planned as part of this initiative, while on page 8, 10 workshops are mentioned. Please clarify the number of workshops envisioned under this initiative.	Around 11 workshops are envisioned for this initiative; the final number is at the discretion of the applicant.
2: Will UNAIDS accept electronically submitted proposals, followed by hardcopy proposals to the Geneva address? Or must proposals be received in hardcopy to Geneva by August 17?	<p>UNAIDS will accept electronically submitted proposals and these need not be accompanied by hard copies. There are 2 secure addresses for the submission of proposals:</p> <ul style="list-style-type: none"> • "Technical Proposal" shall be forwarded to TechnicalBids@unaid.org • "Price Proposal forwarded separately to FinancialBids@unaid.org . <p>The submission information for applicants who wish to submit their bids by mail was included in the cover page of the request for proposals and has not changed.</p>
3: Is the learning needs assessment available? If not, will it be available by 7 August? If not, may we receive a copy of the survey questions?	The preliminary findings of the learning needs assessment are available and are included in the email sending this message (for online reviewers, they can be found on the UNAIDS website; www.unaids.org).
4. Under Evaluation of Proposals, No. 24 c) parts i), ii) and iii) add up to 100 points and not 50 points. Please confirm that their weighting is 30%, 50%, and 20% of the 50 points for personnel.	The points for c) parts i, ii and iii will be added up and divided by 2.
5. With regard to the Content of the Proposal, is it allowed to alter the structure and sequence of the elements, while ensuring that all elements are covered in the proposal?	Yes

Question	Answer
<p>4. Under Content of Proposal and with regard to the length of the proposal, please confirm that the 15 single spaced pages refers to the technical narrative only and does not include text addressing parts a. and c. through g.</p>	<p>The 15 single-spaced pages limit refers to the technical narrative only. However, applicants should be concise in the submissions on the other sections.</p>
<p>5. With regard to the 70-100 participants per face to face session in the regions we request the following information:</p> <p>i) who are they and what are their roles with regard to HIV prevention?</p> <p>ii) what is their language capability?</p>	<p>i. The 70-100 participants include:</p> <p>a. UNAIDS country representatives who head UNAIDS country offices and oversee a broad HIV portfolio. They spend about 40% of their time on prevention. They provide leadership and policy guidance in HIV prevention, advocacy, and civil society engagement. They facilitate the development of the prevention agenda, and mobilize technical, financial and political resources for prevention.</p> <p>b. UNAIDS technical sectoral managers who support country and global HIV programming. They include specialists in prevention, gender, human rights, technical support teams, institutional development managers and monitoring and evaluation advisors.</p> <p>ii. Most of the participants are fluent in English, but a minority may have only intermediate English and may speak French or Spanish. Training will be conducted in English, French and Spanish. In a minority of cases, participants speak Russian or Arabic therefore applicants who can conduct the training in these two languages would be at an advantage.</p>
<p>6. What is the language capacity of the UNAIDS staff who will be participating in the Geneva interactions?</p>	<p>The participants in the Geneva interactions are fluent in English, but many also speak French or Spanish. Training will be conducted in English, French and Spanish.</p>
<p>7. With regard to the face to face sessions we request the following information:</p> <p>a) will UNAIDS secure and provide the venue?</p> <p>b) will UNAIDS provide administrative support for the meeting and its participants?</p> <p>c) will UNAIDS provide copies of pre-existing materials that might be selected for use in the training? (Our estimate is that approximately 1,000 copies of each publication we identify could be needed over the term of the contract)</p>	<p>a) UNAIDS will secure and provide the venue</p> <p>b) UNAIDS will provide administrative support to the meeting and its participants</p> <p>c) UNAIDS will provide the required copies of UN publications. The costs of any other publications used by the applicant should be included in the applicant's budget.</p>

Question	Answer
<p>Please clarify the statement "UNAIDS will only accept administrative costs of up to 8% of the amount of the award." We interpret this RFP as a fixed price vehicle and our price would be made up of our estimate of our direct costs plus our indirect costs plus a reasonable fee. Please define the term administrative costs and please clarify how the 8% administrative cost limitation factors into this contract type, formula and payments from UNAIDS.</p>	<p>UNAIDS only accepts indirect costs in the amount of up to 8%.</p>

Subject: Request for Proposals for developing content, format and structure of Joint Learning interactions, and implement training in the field of HIV Prevention Leadership for UNAIDS Technical Staff

Dear Sir/Madam,

1. You are requested to submit a proposal for developing content, format and structure of Joint Learning interactions, and implement training in the field of HIV Prevention Leadership for UNAIDS Technical Staff. Your proposal could form the basis for a contract between your firm/institution and the Joint United Nations Programme on HIV/AIDS (UNAIDS).
2. To enable you to submit a proposal, please find enclosed:
 - a) Annex I: Terms of Reference (TOR), containing a description of UNAIDS requirements for which these services are being sought;
 - b) Annex II: Proposal Submission Form, to be completed and returned with your proposal; and
 - c) Annex III: WHO General And Contractual Conditions who acts as the host agency for, UNAIDS, thereby providing the administration of UNAIDS.

This letter is not to be construed in any way as an offer to contract with your firm/institution.

Manner of Submission

3. Your proposal shall be prepared in the English language.
4. Your proposal shall comprise the following documents:
 - (a) Proposal Submission Form;
 - (b) Technical Component; and
 - (c) Price Component.
5. Your proposal shall be prepared in duplicate with one marked "Original" and the other marked "Copy". In the event of any discrepancy between them, the original shall govern. The proposal shall be sealed in one outer and two inner envelopes, as detailed below.

The outer envelope shall be addressed as follows:

ATTN: CHIEF BAF
REF: **HIV Prevention Leadership for UNAIDS Technical Staff**
DRM/BAF
UNAIDS
20 Avenue Appia, 1211 Geneva 27
Switzerland

Both inside envelopes shall indicate your firm's name and address. The first inner envelope shall be marked "Technical Proposal" and contain the Proposal Submission Form and Technical Component of your proposal. The second inner envelope shall be marked

"Price Proposal" and include your financial cover letter (paragraph 15, below) and Price Component.

6. Proposals must be received by UNAIDS at the above address on or before 17th August 2009. Any proposal received after this date may be rejected. UNAIDS may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective proposers in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by UNAIDS at its own initiative or in response to a clarification requested by a prospective proposer.
7. You are requested to hold your proposal valid for 90 days from the deadline for submission. UNAIDS will make its best effort to select a firm/institution within this period.
8. Assuming that a contract can be satisfactorily concluded by September 30, 2009, the assignment is expected to commence immediately.
9. If you consider that your firm/institution does not have all the expertise for the assignment, there is no objection to your firm/institution associating with another firm/institution, particularly from a developing country, to enable a full range of expertise to be proposed. UNAIDS strongly encourages association with a local firm/institution in the country of assignment. However, any invited firm/institution may not participate in more than one consolidated proposal. Similarly, a local firm/institution may associate with only one invited firm/institution that is making a proposal.

Any firm/institution with which you might be associated may not be eligible to participate in proposing/bidding for any services which may result from or be associated with the project of which this assignment forms a part.
10. Please note that the cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment.
11. Any requests for clarification should be referred to Karusa Kiragu, Senior Prevention Advisor, at e-mail: prevention-rfa@unaids.org. Any written reply to a particular question may be copied to all other invited firms/institutions, at the discretion of UNAIDS. Questions should be submitted by 30th July 2009. Questions submitted after that will not be reviewed. Answers will be compiled and emailed to all applicants in one round, on or before August 7th, 2009.
12. We would appreciate you informing us by 30th July, 2009 by e-mail as to:
 - a) your receipt of this letter request for competitive proposals.
 - b) whether or not you will be submitting a proposal.
 - c) the date and mode of submission, in case you decide to submit a proposal.

The email address is prevention-rfa@unaids.org.

Content of Proposal

Technical Component

13. The technical component of your proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

a. Abstract

Abstract of the proposed project (350 words or less)

b. Narrative

The text of the proposal should be approximately 15 single-spaced pages (11 pt font) in English, and should contain the following:

- Suggested topics to be covered and skills to be acquired;
- Structure and nature of the training;
- Resources, manuals, tools and other associated materials to be used in the training;
- Other methods proposed for capacity building;

c. Description of the Firm and the Firm's Qualifications and Past Experience in the Required Technical Areas

A brief description of your firm/institution and an outline of recent experience that highlights your experience in similar capacity building in HIV prevention. You should also provide information that will facilitate our evaluation of your firm/institution's substantive reliability and financial and managerial capacity to provide the services, for example.

1. Describe the services provided by your organisation. How many years has your organization/institution been providing this type of service?
2. Number of permanent staff members and their expertise
3. What was your organisation's total annual turnover in US dollars for the last three years? (Please provide the information by year)
4. What was your turnover in US dollars, for services similar to those required here, for the last three years? (Please provide the information by year)
5. Describe briefly any experience that your organisation has working with UNAIDS and any other UN agencies dealing with HIV.
6. Please list the HIV capacity building activities in HIV prevention leadership that you have delivered over the past three years that may be related to your proposal. Please include the following information:
 - Name of project
 - Period work carried out
 - Country/Countries
 - A short description on the work and the value provided – (highlighting training in Spanish, French and English, audience trained, objectives of the training, methods used.)

d. Understanding of the Requirements for Services, including Assumptions

Include any assumptions as well as comments on the services as indicated in the TOR, or as you may otherwise believe to be necessary.

e) Proposed Approach, Methodology, Timing and Outputs

Any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the number of person-months in each specialization that you consider necessary to carry out all work required.

f) Proposed Team Structure

The composition of the team which you would propose to implement the work tasks (including supervisory) which would be assigned to each. An organigram illustrating the reporting lines, together with a description of such organization of the team structure, should support your proposal.

g) Proposed Project Team Members

The curriculum vitae of the senior professional members of the team including their specific responsibilities on this project, relevant experience and qualifications and their working language(s).

Price Component

14. Your separate price component must contain an overall quotation in US Dollars.

15. The price component shall have a cover letter wherein your firm/institution's authorized representative affirms the following:

- (a) a summary of the price; and
- (b) the period of its validity.

In preparing your proposal, please note carefully payment provisions section below the various contract provisions regarding UNAIDS policies on limitations on advance payments, etc.

16. In addition, the price component must cover all the services to be provided and must itemize the following:

- a) An all-inclusive rate per person-day (including honorarium and living expenses) for each team member and a rate for his/her work at the home office, if any.
- b) An all-inclusive amount for international travel and related expenses (indicating number of round trips per team member).
- c) An all-inclusive amount for local travel.
- d) Other costs, if any (indicating nature and breakdown).
- e) Summary of total cost for the services proposed. [N.B.: The remuneration received by your firm/institution and persons performing services for your firm/institution (other than nationals of the host country) normally will not be subject to tax liability in the host country].
- f) A proposed schedule of payments, all of which must be expressed and will be effected in the currency of the proposal.

17. You should also indicate any comments or reservations to the draft form contract.

18. UNAIDS will only accept administrative costs of up to 8% of the amount of the award.

19. The proposed budget should not exceed \$500,000, excluding travel and accommodation of the UNAIDS staff and UNAIDS participants.

Payment Provisions

20. UNAIDS' general policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract.

21. Please note that UNAIDS' policy is not to grant advance payments except in unusual situations where the potential contractor/tenderer, whether a private firm, NGO or a government or other entity, specifies in the proposal that there are special circumstances warranting an advance payment. UNAIDS, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made. In any case where an advance payment for \$50,000 or more is requested and subsequently approved, UNAIDS will normally require a bank guarantee or other suitable security arrangement.

22. Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemize the amount requested and provide a time-schedule for utilization of said amount. In addition, you must submit documentation regarding your financial status - e.g. audited financial statements at 31 December of the previous year and include this documentation with your financial proposal. Further information may be requested by UNAIDS at the time of finalizing contract negotiations with the selected proposer.

Evaluation of Proposals

23. A two-stage procedure will be utilized in evaluating the proposals, with evaluation of the technical component being completed prior to any price component being opened and compared. The Price Component will be opened only for those firms/institutions whose Technical Component meets the requirements for the assignment. The total number of points which a firm/institution may obtain for both components is [120].

24. The technical component, which has a total possible value of [100] points, will be evaluated using the following criteria:

- a) the firm/institution's general reliability as well as experience and capacity in the specific field of the assignment (10 points);
- b) the approach in responding to the TOR and the detailed workplan (40 points); and
- c) the qualifications and competence of the personnel proposed for the assignment for a total of (50 points). The personnel will be rated in accordance with:
 - i) their general qualifications (30 points);
 - ii) suitability for the assignment (50 points); and
 - iii) their language qualifications and experience in the assignment (20 points).

25. a) The Price Component of any proposal will only be evaluated if the Technical Component of that proposal achieves a minimum of 60 or 70 points. Proposals failing to obtain this minimum threshold will not be eligible for further consideration.


b) The maximum number of points for the Price Component is 20. This maximum number of points will be allocated to the lowest price proposal. All other price proposals will receive points in inverse proportion according to the following formula:

Points for the Price Component of a proposal being evaluated =

$$\frac{[\text{Maximum number of points for the Price Component}] \times [\text{Lowest price}]}{[\text{Price of proposal being evaluated}]}$$

26. Please note that the UNAIDS is not bound to select any of the firms/institutions submitting proposals. Furthermore, since a contract will be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to UN general principles, including economy and efficiency, UNAIDS does not bind itself in any way to select the firm/institution offering the lowest price.

27. An invitation to submit proposals has also been sent to several other firms.

Yours sincerely,

Barbara de Zalduondo
Chief, Programmatic Priorities
Support Division
Evidence, Monitoring and Policy
Department

ANNEX I

**Intensifying HIV Prevention
UNAIDS Joint Learning in HIV Prevention Leadership
For
UNAIDS Technical Staff**

Background

In an effort to re-intensify HIV prevention, UNAIDS is embarking on a series of HIV prevention leadership capacity building activities for UNAIDS technical staff both in the field and in Geneva. The capacity building will be in the form of regional Joint Learning activities and processes implemented by the Programmatic Priorities and Support Division (PPD) at UNAIDS Geneva. The final nature, methodology and structure of the capacity building (e.g. workshops, self-directed learning, distance learning, etc.) will depend on the results of an ongoing Learning Needs Assessment, but are anticipated to be a 5-7-day interactive and experiential face-to-face exercises. These sessions should acknowledge the expertise of the participants, and draw on their experiences. A total of 11 such events are envisioned over an 8-month period, one in each UNAIDS region¹ and four in Geneva or elsewhere. They are broken down as follows:

- 2 face-to-face interactions with Geneva-based staff
- 2 face-to-face interactions with UNAIDS Country Coordinators (UCCs)
- 7 face-to-face interactions, one in each UNAIDS regional area

Each face-to-face interaction will have around 70-100 participants. The first interaction will be piloted in the Fall of 2009, with the UNAIDS Country Coordinators. The purpose of this RFA is to solicit the services of an organization to develop and implement these session.

Objectives of the project

1. To build the capacity of UNAIDS staff to lead, advocate, convene, and provide guidance towards intensifying HIV prevention, beginning with UNAIDS Secretariat (Geneva and field).
2. To build the leadership capacity of UNAIDS staff to broker and manage complex multisectoral partnerships in support of national AIDS responses and ensure the principles of human rights, gender equity and the meaningful involvement of people living with HIV are applied to all partnership work and strategies

Objectives of the contract

1. To develop the content, format and structure of the Joint Learning interactions
2. To implement the training and capacity building

Scope of work

Under the review and guidance of UNAIDS, the implementing agency will:

- Review the results of the Learning Needs Assessment in order to identify capacity gaps in HIV prevention leadership
- Develop a proposal on how the capacity building will be conducted including detailed content, duration, training methodology, implementation timeline, expected outcomes,

¹ There are 7 regions: Asia-Pacific; Middle East and North Africa; West and Central Africa; Europe; East and Southern Africa; Latin America; and Caribbean

and how the course will be rolled out in the field. Other methods for capacity building can also be outlined here.

- Review the curricula on HIV prevention leadership from at least 15 key institutions or training organizations online to inform the content of the Joint Learning process
- Design and develop the training itself, in a manner responsive to the Learning Needs Assessment and other UNAIDS priorities as agreed upon. The capacity building process should include materials, facilitators' guide, session design, and evaluation.
- Conduct the capacity building itself with materials, facilitators' guide, session design etc. as agreed to with UNAIDS (approx 10 sessions are anticipated; 1 for UCCs, 2 for Geneva staff and 7 for field staff)

Illustrative content for the capacity building

The final content of the capacity building will be based on the Learning Needs Assessment, and consultations with stakeholders. However, below is an illustrative list of possible topics:

1. Know your epidemic and your response (Modes of transmission and UNAIDS methods for HIV prevention)
2. Prevention priority for key audiences²
3. Combination prevention by epidemic typology
4. Additional tools for prioritizing elements of HIV prevention
5. Strategies for HIV prevention (e.g. PMTCT, life skills programs, PEP etc.)
6. Addressing challenges in HIV prevention
7. Advocacy, political engagement and partnerships for HIV prevention
8. Leadership, coordination and management of national prevention programs
9. Update and strategies for emerging issues in HIV prevention

Skills needed

1. At least 10-15 years working in HIV with expertise in HIV prevention programming, leadership, partnership building, gender and human rights in low and middle-income countries
2. At least 10-15 years hands-on experience in adult learning methods and techniques, including preparation of materials
3. Familiarity with HIV training institutions, especially those in the South
4. Familiarity with UNAIDS and UN system including co-sponsors
5. Familiarity with the field operations of UNAIDS including the roles and responsibility of UNAIDS staff
6. Fluency in English, French and Spanish

Management plan

1. Structure and management of the contract and tasks at hand
2. Method of interaction with UNAIDS during the term of contract, outline of reporting lines
3. Peer review process of the work, including peer review by UNAIDS co-sponsors and other partners as agreed to during the time of contracting
4. A clear and precise quality assurance process and plan that includes UNAIDS management

² As outlined in: UNAIDS: The Practical Guidelines for Intensifying HIV Prevention: Towards Universal Access. Geneva, UNAIDS, 2008.
http://data.unaids.org/pub/Manual/2007/20070306_Prevention_Guidelines_Towards_Universal_Access_en.pdf

Deliverables

1. A set of recommendations for the Joint Learning interactions based on the Learning Needs Assessment and other sources
2. List of curricular reviewed and decisions on them
3. Proposal on how the capacity building will be conducted including detailed implementation timeline
4. An appropriate set of training materials for the course, including delivery content and handouts
5. Report on the implementation of the Joint Learning interactions once they are completed
6. An evaluation form about training to be validated by UNAIDS; administration of this evaluation at the end of the training; and report.
7. Final report on the implementation of Joint Learning and recommendations for institutionalization

Workplan

A one-year action plan should be provided that includes the key activities linked to key deliverables as outlined (see above). After selection of a preferred candidate by UNAIDS Secretariat, a detailed activity plan with the successful candidate will be developed (as part of the contract negotiations) prior to signing of the contract.

ANNEX II

PROPOSAL SUBMISSION FORM

Project No.

TO: UNAIDS
20 Avenue Appia, 1211 Geneva 27
Switzerland

Dear Sir/Madam:

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required services for the sum as may be ascertained in accordance with the Price Component attached herewith and made part of this proposal.

We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Price Components proposed.

Dated this _____ day of _____ 2009__.

Signature

(in the Capacity of)

Duly authorized to sign proposal for and on behalf of:

ANNEX III: General And Contractual Conditions extracted from WHO who acts as the host agency for, UNAIDS, thereby providing the administration of UNAIDS

The general terms and conditions of the contractual agreement ("the Contract") between WHO and the selected bidder ("the Contractor") will include provisions as set forth in this section, and will cover the following issues:

- responsibilities, indemnities and liabilities of the Contractor(s) and WHO;
- conditions concerning the termination of the contract(s);
- clear deliverables and acceptance procedures;
- payment terms tied to the satisfactory completion of the work;
- training and post implementation support;
- allowance for changes;
- warranties and representations;
- notices.

Services under this Contract will be supplied on a fixed-price basis in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice.

a. Responsibility

The Contractor will be responsible to ensure that the services rendered under the Contract are in accordance with the specifications and within the time prescribed.

b. Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to WHO in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect WHO and shall fulfil its commitments with the fullest regard to the interests of WHO.

c. Warranties

The Contractor will warrant and represent to WHO as follows:

- 1) The deliverables shall meet the specifications and shall function in a manner which is fully adequate to meet its intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free, in that the Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least six months after completion of the work. It is agreed, however, that errors and other defects, which have been caused by modifications to the deliverables made by WHO without agreement of the Contractor are not covered by this paragraph.
- 2) The deliverables shall, to the extent it is not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of this Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables including, but not limited to, licenses for WHO to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based, so as to permit WHO to fully exercise its rights in the deliverables and the software without any obligation on WHO's part to make any additional payments whatsoever to any party.
- 3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and be delivered to WHO free and clear of any and all liens, claims, charges, security interest and any other encumbrances of any nature whatsoever.

- 4) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on the copyright of any document or other material (whether machine readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract.
- 5) Except as otherwise explicitly provided in this Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to WHO, to perform its obligations hereunder.
- 6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.

d. Legal Status

The Contractor shall be considered as having the legal status of an independent contractor and as such there will be no employer/employee relationship between WHO on the one side and the Contractor or any person used by the Contractor on the other side.

Thus the Contractor shall be solely responsible for the manner in which the work is carried out. WHO shall not be responsible for any loss, accident, damage or injury, including, but not limited to, damage to test equipment, spare parts and other property, suffered by the Contractor or persons or entities claiming under the Contractor, arising during or as a result of the implementation or execution of the Contract, including travel, whether sustained on WHO premises or not.

The Contractor shall obtain adequate insurance to cover such loss, accident, injury and damages, before commencing work on the Contract. The Contractor shall be solely responsible in this regard and shall handle any claims for such loss, accident, damage or injury.

Nothing in or relating to the agreement with the Contractor shall be deemed a waiver of any of the privileges and immunities of WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

e. Relation Between the Parties

The Contract does not constitute a partnership between the Parties or to constitute either Party as the agent of the other.

f. Waiver of Breach

The waiver by an act, omission or knowledge of either Party, its agents or its employees of any provision or breach of the contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

g. Liability

The Contractor hereby indemnifies and holds WHO harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against WHO at any time and based on, or arising out of, breach

by the Contractor of any of its representations or warranties under the Contract, regardless of whether such representations and warranties are explicitly incorporated here in or are referred to in any attached Appendices.

h. Assignment

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of WHO.

i. Officials not to Benefit

The Contractor warrants that no official of WHO has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract. The Contractor also warrants that it is not and will not be involved in, or associated with, any entity involved in terrorism.

j. Indemnification

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

k. Contractor's Responsibility for Employees

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

l. Subcontracting

Any intention to subcontract aspects of this contract must be specified in detail in the tender submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same thoroughness as the prime contractor. No subcontracting will be permitted under this Contract unless it is proposed in the initial submission or formally agreed to by WHO at a later time. In any event, the total responsibility for the Contract rests with the prime contractor.

m. Place of Performance

n. Language

The internal communications of the work performed for this project, management and contractual communications for this project will be executed in English.

o. Confidentiality

- 1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of this Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.
- 2) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract. (These obligations shall not lapse upon termination of the contract)

p. Confidential Nature of Documents and Information

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of WHO, shall be treated as confidential and shall be delivered only to WHO authorized officials prior to completion of work under this Contract.

The Contractor may not communicate at any time to any other person, Government or authority external to WHO, any information known to it by reason of its association with WHO which has not been made public except with the authorization of WHO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

q. Title Rights

- 1) This is a work made for hire. WHO shall be the owner of all intellectual property rights, including but not limited to patents, copyrights and trademarks, with regard to all deliverables and other material which bears a direct relation to, or is made in consequence of, the services provided to the Organization by the Contractor.
- 2) WHO reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.
- 3) At WHO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist WHO in securing such proprietary rights and transferring them to WHO in compliance with the requirements of applicable law.

r. Cancellation

WHO shall have the right to cancel the Contract (in addition to other rights, such as the right to claim damages):

- 1) At will with the provision of thirty (30) days prior notice in writing;
- 2) In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or
- 3) In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time of fulfilment, will not be respected.
- 4) In addition, WHO shall be entitled to terminate the Contract (or part thereof), in writing, with immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided in the paragraph above, the Contractor is:
 - a. In breach of any of his material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from WHO; or
 - b. Adjudicated bankrupt or formally seeks relief of his financial obligations.

s. Force Majeure

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by strike, lock-out, foreign or civil war, or any other event outside his control, it being agreed, however, that WHO shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the ownership rights referred to in section *q Title rights*, deliver to WHO all work products and other materials so far produced.

- a) Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- b) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to WHO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify WHO of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, WHO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- c) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, WHO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in section *r Cancellation*, except that the period of notice shall be seven (7) days instead of thirty (30) days.

t. Use of WHO name and emblem

Without WHO's prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or his relationship with WHO. In no case shall the Contractor use the name or the emblem of the World Health Organization, or any abbreviation thereof, in relation to its business or otherwise.

u. Successors and Assignees

The Contract shall be binding upon the successors and assignees of the Contractor and the Contract shall be deemed to include the Contractor's successors and assignees, provided, however, that nothing in the Contract shall permit any assignment without the prior and written approval of WHO.

v. Payment

Payment will be made against presentation of an invoice in a UN convertible currency (preferably US Dollars) for each deliverable and subject to WHO's acceptance of each such deliverable. Any payments by WHO to the Contractor shall reflect any tax exemptions to which WHO is entitled by reason of the immunity it enjoys. WHO is exempt from all direct taxes, customs duties and the like and the Contractor shall consult with WHO so as to avoid the imposition of such charges. As regards duties and other indirect taxes, the Contractor shall list such charges on invoices as a separate item and, to the extent required, cooperate with WHO to enable reimbursement thereof.

w. Title to Equipment

Title to any equipment and supplies that may be furnished by WHO shall rest with WHO and any such equipment shall be returned to WHO at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to WHO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate WHO for equipment determined to be damaged or degraded beyond normal wear and tear.

x. Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- a) Name WHO as additional insured;
- b) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against WHO;
- c) Provide that WHO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

The Contractor shall, upon request, provide WHO with satisfactory evidence of the insurance required under this Article.

y. Settlement of Disputes

Any dispute relating to the interpretation or application of the contract shall, unless amicably resolved, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

z. Observance of the Law

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

aa. Authority to Modify

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

bb. Privileges and Immunities

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.