

Annex VI: Acceptance Process

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ACCEPTANCE PROCESSES

1. GENERAL ACCEPTANCE PROCESS

This annex describes the acceptance process that UNAIDS will follow for Deliverables, Stages and Milestones throughout the IT Service Continuity Planning project. UNAIDS reserves the right not to award a contract to any vendor who does not accept the terms and conditions for acceptance defined in this Annex.

1.1 General acceptance process applicable to all work packages

The work will be divided into two Stages. Each Stage has its own deliverables.

1.1.1 Reception of Deliverables

As deliverables are produced and delivered to UNAIDS, UNAIDS will review them and notify the contractor of any problems identified in accordance with the acceptance process defined based on the type of deliverable. The acceptance procedure for a deliverable is based on the type of deliverable (i.e. minutes, documents, etc); acceptance procedures are detailed in 2.2 below.

1.1.2 Acceptance of Stage

No work shall begin on the next Stage until UNAIDS has accepted and approved all the deliverables for the previous Stage.

No payment shall be made for any deliverables in a Stage until the Stage or milestone is complete and accepted by UNAIDS.

1.1.3 Modifications

UNAIDS reserves the right to modify the initial requirements. Extra work resulting from any modifications must be executed by the contractor at the prices and conditions stipulated in the contract.

In any case, technical modifications concerning the project must be discussed in advance with the project management and document must be updated accordingly.

The contractor must update all plans and document due to modifications. The contractor will be liable for all problems resulting from neglecting this duty.

1.1.4 Non-acceptance of delivery

If any deliverable is not in accordance with the original requirements or UNAIDS is not otherwise satisfied, the contractor agrees to promptly implement any required adjustment within five (10) working days unless otherwise extended in writing by UNAIDS, which time extension shall not be unreasonably withheld based on the circumstances required to affect the adjustments.

In the event that UNAIDS does not accept any deliverable, then UNAIDS has the following options:

- to require additional work to be performed in order for the deliverables to be acceptable;
- not to pay for the full amount foreseen for an acceptable deliverable, but to pay part of that amount corresponding to its estimated value; and/or
- to terminate the contract, as per the termination clauses established in the contract.

2. STAGES AND TYPE OF DELIVERABLES

2.1 Stages

A Stage includes a set of activities and tasks to be performed by the contractor that will lead to deliverables.

Activities and tasks performed by the contractor during a Stage shall be managed by the contractor and overseen by UNAIDS. Such activities include but are not limited to workshops, interviews and implementation tasks. During the performance of the activity or task, the UNAIDS control process is referred to as **activity management**.

Stages are scheduled in a timeframe with milestones. The engagement of the contractor is to deliver the commissioned work at a satisfactory level that is accepted by UNAIDS within the timeframe. Failure to deliver any Stage satisfactorily within an agreed upon timeframe may lead to penalties. Penalties will be discussed and agreed when the contract(s) is (are) finalized.

2.2 Deliverables and acceptance

The following acceptance processes shall be followed for each type of deliverable.

2.2.1 Minutes acceptance

Minutes are one type of deliverable. The contractor shall prepare minutes of all meetings, workshops and interviews held with UNAIDS. Minutes shall be submitted in electronic format. The acceptance procedure for minutes is designed to ensure that all meetings, workshops and interviews with UNAIDS staff are recorded accurately and that any miscommunications that might arise are clarified promptly to ensure that work depending on the outcome of such meetings, workshops and interviews is delivered successfully.

The acceptance procedure for minutes shall be as follows:

1. The minutes shall be completed and submitted to UNAIDS within two (2) working days of the meeting or workshop.
2. UNAIDS shall advise the contractor of any changes within two (2) working days of receipt of the minutes.
3. Once advised of any changes required by UNAIDS, the contractor shall have two (2) working days to make the changes and resubmit the minutes to UNAIDS.
4. UNAIDS shall have two (2) working days to inform the contractor whether or not the deliverable has been accepted; in the case of non-acceptance of the deliverable by UNAIDS, the deliverable shall be subject to the non-acceptance procedure outlined in section 1.1.4.

2.2.2 Document acceptance

Majority of deliverables in a Stage constitute documents other than minutes. Documents are more substantial than minutes and are the result of independent work carried out by the contractor. Documents may include but are not limited to design or architecture specifications, project plans, analysis reports, assessment reports, presentation documents and risk management plans. Documents shall be submitted in electronic format. If a document is updated in a later Stage of a work package, the later version will also be subject to a full document acceptance procedure.

The acceptance procedure for documents shall be as follows:

1. The contractor shall notify UNAIDS ten (10) working days prior to the delivery of a document to UNAIDS. UNAIDS requires this notification period to prepare staff for the review of the deliverable. Failure to notify UNAIDS in advance of delivering could lead to delays and ultimately to any agreed penalties for late delivery.
2. UNAIDS shall have five (5) working days to review the document and communicate required changes or corrections to the contractor.
3. The contractor shall have two (2) working days to re-submit the deliverable to UNAIDS for acceptance.

4. UNAIDS shall have five (5) working days to inform the contractor whether or not the deliverable has been accepted; in the case of non-acceptance of the deliverable by UNAIDS, the deliverable shall be subject to the non-acceptance procedure outlined in section 1.1.4.

2.2.3 Implementation acceptance

Some deliverables comprise actual implementation work such as conducting analysis or assessment, interviewing key users and conducting workshops. The acceptance procedure for implementation shall be as follows:

1. During the implementation, UNAIDS' activity management performed during the Stage indicates that work is being carried out to a level of quality and timeliness that will result in positive validation tests once implementation is complete.
2. If UNAIDS identifies issues during implementation that may not result in positive validation, UNAIDS shall notify the contractor. Both parties shall agree, as quickly as possible and within a maximum of two (2) working days, on corrective action to be taken and the contractor shall produce minutes (subject to minutes acceptance) and take action in accordance with the agreed procedure.
3. The contractor shall notify UNAIDS ten (10) working days prior to the completion of implementation. UNAIDS requires this notification period to prepare staff for the review and testing of the deliverable. Failure to notify UNAIDS in advance of delivering could lead to delays and ultimately to any agreed penalties for late delivery.
4. Upon delivery of the implementation, acceptance of the implementation requires that all associated documents also be delivered to and accepted by UNAIDS.
5. UNAIDS shall perform all validation tests agreed upon by UNAIDS and the contractor during the workshops. These validations must yield positive results. UNAIDS shall have ten (10) working days to inform the contractor whether or not the deliverable has been accepted; in the case of non-acceptance of the deliverable by UNAIDS, the deliverable shall be subject to the non-acceptance procedure outlined in section 1.1.4.

2.2.4 Stage acceptance

At the end of each Stage, a Stage report shall be produced and delivered to UNAIDS. This report shall constitute an updated set of all deliverables and documentation for that Stage, packaged on CD-ROM. Updates shall include any and all changes to previously accepted document so that these constitute an accurate and up-to-date representation of the state of the work by the end of the Stages, and reflect changes in documents, plans, implementation and any other changes required for the documents to be accurate and current.

The acceptance procedure for a Stage report shall be as follows:

1. The contractor shall notify UNAIDS ten (10) working days prior to the delivery of a document to UNAIDS. UNAIDS requires this notification period to prepare staff for the review of the deliverable. Failure to notify UNAIDS in advance of delivering could lead to delays and ultimately to any agreed penalties for late delivery.
2. UNAIDS shall have five (10) working days to review the Stage report and communicate required changes or corrections to the contractor.
3. The contractor shall have two (10) working days to resubmit the deliverable to UNAIDS for acceptance.
4. UNAIDS shall have five (10) working days to inform the contractor whether or not the deliverable has been accepted; in the case of non-acceptance of the deliverable by UNAIDS, the deliverable shall be subject to the non-acceptance procedure outlined in section 1.1.4.

3. PAYMENT CONDITIONS

- 50.1 As a general rule, payment shall only be made after work has been completed and accepted by UNAIDS.
- 50.2 Unless otherwise agreed, payment shall, as a general rule, be made within 90 days following the date of submission of an invoice, provided such invoice has been accepted by UNAIDS.
- 50.4 Should an eventual contract cover more than one stage, payment schedules shall be treated separately and independently for each stage; each Stage shall have a total price; the sum of the prices of the Stages shall total the price of the contract.
- 50.5 Subject to those conditions, UNAIDS proposes to pay for work carried out once a Stage is complete and subject to acceptance by UNAIDS. Payment would normally be made within 30 days of the submission of an invoice. Such payment conditions are subject to agreement between the parties, and will be specified in detail in any contract.

Final acceptance of the work of the contract

- 53.1 Upon the Contractor's acceptance without reservation of the payment of all balances for all stages of the contract, UNAIDS shall automatically be deemed to be fully discharged by the Contractor of any further claim based on the Contract, except perhaps in relation to agreed other services.

4. WORK AT ADDITIONAL COST

- 54.1 Unforeseen work can only be executed on the written authorization of UNAIDS.
- 54.2 The rates for all main and extra work must cover all cost aspects, such as travel cost, utilization of tools and/or auxiliary materials.
- 54.3 The rates are applicable for the type of work or activity and not for the level of qualification of the technical worker.
- 54.4 Extra work has to be reported on a weekly basis and must be agreed by project management.
- 54.5 Unless otherwise agreed by UNAIDS in writing, extra work has to be invoiced at the end of each month. UNAIDS will not pay for any work carried out in the preceding month and not invoiced.
- 54.6 No extra costs can be claimed on the basis that the work had to be carried out in Stages.