

## Metaverse development for youth engagement - Zepeto

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**Request for Proposals (RFP)**

**Bid Reference**

**WPRO-2023-07/DSI/207661..**

**Country/Unit Name  
Strategic Dialogue**

**Closing Date:**

**[4 August 2023]**



The World Health Organization (WHO) is seeking offers for the development of an account and pertinent space in the metaverse platform Zepeto as a pilot experience to promote futures thinking among youth in the Asia Pacific region .

Your ☒ Company ☐ Institution is invited to submit a proposal for the services in response to this Request for Proposals (RFP).

WHO is a public international organization, consisting of 194 Member States, and a Specialized Agency of the United Nations with the mandate to act as the directing and coordinating authority on international health work. As such, WHO is dependent on the budgetary and extra-budgetary contributions it receives for the implementation of its activities. Bidders are, therefore, requested to propose the best and most cost-effective solution to meet WHO requirements, while ensuring a high level of service.

### 1. Requirements

**WHO requires the successful bidder, to carry out the development of a digital space that could help youth visitors imagine the future of health through various exhibited objects and a game. The space should also collect basic data about the visitors and their response to the game, to provide WHO an insight of youth's envisioning of the future of health .**

*See detailed Terms of Reference in Annex 1 for complete information.*

The successful bidder shall be a ☒ for profit / ☒ not for profit institution operating in the field of information technology development with proven expertise in Zepeto space development and delivery.

**The successful bidder is expected to demonstrate experience and list relevant projects as follows:**

#### Mandatory experience:

- Demonstrated command of UNITY programme to design and develop a space in Zepeto that include exhibition and a game.
- Prior successful experience in building metaverse experiences and engagement for young demographics
- Embed analytics programmes (such as Google Analytics) to Zepeto World to collect user analytics.
- Project management with international agencies

#### Desirable experience:

- Strong experience working in or with governments, business and civil societies in the Asia-Pacific region
- Subject matter expertise in technology or youth marketing & communications

The bidder is expected to follow the instructions set forth below in the submission of their proposal to WHO.

### 2. Proposal

The proposal and all correspondence and documents relating thereto shall be prepared and submitted in the English language.

The proposal shall be concisely presented and structured to include the following information:

- Confidentiality Undertaking (*please complete Annex 2*)
- Presentation of your Company and portfolio of previous projects (*please complete Annex 3*)
- Proposed solution and methodological approach
- Proposed time line
- Financial proposal – in US Dollars



Information which the bidder considers confidential, if any, should be clearly marked as such.

### 3. Instructions to Bidders

The bidder must follow the instructions set forth in this RFP in the submission of their proposal to WHO.

A prospective bidder requiring clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than **28 July 2023**:

**Email for submissions of all queries: [wproungm@who.int](mailto:wproungm@who.int) and [wprofutures@who.int](mailto:wprofutures@who.int)**  
(use Bid reference in subject line )

A consolidated document of WHO's responses to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have received the RFP.

From the date of issue of this RFP to the final selection, contact with WHO officials concerning the RFP process shall not be permitted, other than through the submission of queries and/or through a possible presentation or meeting called for by WHO, in accordance with the terms of this RFP.

The bidder shall submit, in writing, the complete proposal to WHO, no later than **4 August 2023 at 17:00 hours Manila time** ("the closing date"), by email at the following email address:

**[wproungm@who.int](mailto:wproungm@who.int) .**  
(use Bid reference in subject line )

To be complete, a proposal shall include:

- A technical proposal, as described under part 2 above;
- A financial proposal, as described under part 2 above;
- Annexes 2 & 3, duly completed and signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFP.

Each proposal shall be marked Ref: **WPRO-2023-07/DSI/207661** .

WHO may, at its own discretion, extend the closing date for the submission of proposals by notifying all bidders thereof in writing before the above closing date and time.

Any proposal received by WHO after the closing date for submission of proposals may be rejected. Bidders are therefore advised to ensure that they have taken all steps to submit their proposals in advance of the above closing date and time.

The offer outlined in the proposal must be valid for a minimum period of 90 calendar days after the closing date. A proposal valid for a shorter period may be rejected by WHO. In exceptional circumstances, WHO may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its proposal.

The bidder may withdraw its proposal any time after the proposal's submission and before the above mentioned closing date, provided that written notice of the withdrawal is received by WHO at the email address indicated above, before the closing date for submission of proposals.

No proposal may be modified after its submission, unless WHO has issued an amendment to the RFP allowing such modifications.



No proposal may be withdrawn in the interval between the closing date and the expiration of the period of proposal validity specified by the bidder in the proposal (subject always to the minimum period of validity referred to above).

WHO may, at any time before the closing date, for any reason, whether on its own initiative or in response to a clarification requested by a (prospective) bidder, modify the RFP by written amendment. Amendments could, *inter alia*, include modification of the project scope or requirements, the project timeline expectations and/or extension of the closing date for submission.

All prospective bidders that have received the RFP will be notified in writing of all amendments to the RFP and will, where applicable, be invited to amend their proposal accordingly.

All bidders must adhere to the UN Supplier Code of Conduct, which is available on the WHO procurement website at <http://www.who.int/about/finances-accountability/procurement/en/>.

#### 4. Evaluation

Before conducting the technical and financial evaluation of the proposals received, WHO will perform a preliminary examination of these proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order. Proposals which are not in order as aforesaid may be rejected.

The evaluation panel will evaluate the technical merits of all the proposals which have passed the preliminary examination of proposals based on the following weighting:

Technical Weighting:	70 % of total evaluation
Financial Weighting:	30 % of total evaluation

The technical evaluation of the proposals will include:

Addressing of WHO's requirements and expectations	30
Quality of the overall proposal	30
Experience of the firm in carrying out related project	30
Proposed timeframe for the project	10
<b>TOTAL</b>	<b>100</b>

The scoring scale per criteria was defined as follows:

Criteria evaluated as:	Based on the following supporting evidence:	Corresponds to the score of:
Excellent	Excellent evidence of ability to exceed requirements	100%
Good	Good evidence of ability to exceed requirements	90%
Satisfactory	Satisfactory evidence of ability to support requirements	70%
Poor	Marginally acceptable or weak evidence of ability to support requirements	40%
Very Poor	Lack of evidence to demonstrate ability to comply with requirements	10%
No submission	Information has not been submitted or is unacceptable	0%

The number of points which can be obtained for each evaluation criterion is specified above and indicates the relative significance or weight of the item in the overall evaluation process.



A minimum of [70] points is required to pass the technical evaluation.

The final evaluation will combine the weighted scores of both technical and financial proposals to come up with a cumulative total score.

Please note that WHO is not bound to select any bidder and may reject all proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to WHO's general principles, including the principle of best value for money, WHO does not bind itself in any way to select the bidder offering the lowest price.

WHO may, at its discretion, ask any bidder for clarification of any part of its proposal. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

NOTE: Individual contact between WHO and bidders is expressly prohibited both before and after the closing date for submission of proposals.

## 5. Award

WHO reserves the right to:

- a) Award the contract to a bidder of its choice, even if its bid is not the lowest;
- b) Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
- c) Accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for WHO's action;
- d) Award the contract on the basis of the Organization's particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
- e) Not award any contract at all.

WHO has the right to eliminate bids for technical or other reasons throughout the evaluation/selection process. WHO shall not in any way be obliged to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relating to the evaluation/selection process or to state the reasons for elimination to any bidder.

**NOTE: WHO is acting in good faith by issuing this RFP. However, this document does not oblige WHO to contract for the performance of any work, nor for the supply of any products or services.**

At any time during the evaluation/selection process, WHO reserves the right to modify the scope of the work, services and/or goods called for under this RFP. WHO shall notify the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time.

WHO reserves the right at the time of award of contract to extend, reduce or otherwise revise the scope of the work, services and/or goods called for under this RFP without any change in the base price or other terms and conditions offered by the selected bidder.

WHO also reserves the right to enter into negotiations with one or more bidders of its choice, including but not limited to negotiation of the terms of the proposal(s), the price quoted in such proposal(s) and/or the deletion of certain parts of the work, components or items called for under this RFP.

Within 30 days of receipt of the contract between WHO and the successful bidder (the "Contract"), the successful bidder shall sign and date the Contract and return it to WHO according to the instructions provided at that time. If



the bidder does not accept the Contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice. The Contract will include, without limitation, the provisions set forth in Annex 3.

Any and all of the contractor's (general and/or special) conditions of contract are hereby explicitly excluded from the Contract, i.e., regardless of whether such conditions are included in the Contractor's offer, or printed or referred to on the Contractor's letterhead, invoices and/or other material, documentation or communications.

We look forward to receiving your response to this RFP.

Yours sincerely,  
Strategic Dialogue unit

**Annexes**

1. Detailed Terms of Reference
2. Confidentiality Undertaking
3. Vendor Information Form
4. Contractual provisions



## **Annex 1: Detailed Terms of Reference**

### **1. Purpose of the APW**

In support of promoting futures thinking amongst youth, develop an account and a pertinent space and experience in digital platform Zepeto to feature visual materials, a survey-based game, and a photo zone targeting youth visitors, and manage it during the pilot operation period.

### **2. Background**

The Data, Strategy and Innovation (DSI) unit was set up in 2019 in WHO's Western Pacific Regional Office (WPRO) in response to the Regional Director's white paper "For the Future" and focuses on innovation, data and strategic engagement with countries on health systems transformation. The Strategic Dialogue unit (DIA) under the Data, Strategy and Innovation group has been supporting Member States develop and drive long-term transformation agendas for future-ready health systems using foresight-based approaches.

On the way, various activities have been added to capture the envisioning of the future of health by people who are often not included in the decision-making process for health futures including young futurists, youth groups and artists.

As DIA propels its initiative to be inclusive in imaging the future of health, the need to communicate with the main stakeholders of the future of health emerged – youth (aged 15-24 years old).

To effectively communicate with youth about envisioning the future of health – encourage them to imagine the health futures and capture their envisioning, DIA plans to create a space in the youth-dense digital platform and promote futures thinking amongst them through various content including visual aids, a game, etc. This will also serve as an opportunity for WHO to acquire insight about youth's vision for the future of health.

The space will be designed under the aim that

- Youth will understand that future is shaping up through various drivers of change.
- Youth will also be able to imagine the futures, and the future of health.
- Youth will understand that the future of health is theirs.
- Youth will understand that WHO will be part of the future with them.

The space will be designed and developed under the below sequence with the mentioned specifications:

#### **A. Section design – Introduction**

Overview: A wall of visual materials that introduces the drivers of change that shape health futures will be established to encourage visitors to think about the various elements that are leading the changes in the world and start thinking about the future. Each driver of change will be presented with short description and illustrations relevant to the topic alongside artistically interpreted artwork about the theme.

- The wall will feature pre-existing health futures written materials and visuals. Selected artwork of the WHO Futures Art Exhibition will be displayed as artists' envisioning or imagination of such futures. Artists' statements will also be displayed, rendered to accommodate youth's communications style (concise)
- At the end of the section, the visitors will be asked about what futures would be like for them, and invite them to move on to the next section.





- The items may be considered to be shown in carousel style so that visitors may find it concise and fun (to flip over).

#### B. Section design – participate in the envisioning

Overview: Create a game that asks the visitors to shape up their own futures through a slew of questions that eventually ask about their imagination of the future of health. The game will conclude with giving personalized touch to the visitors to enhance their engagement to the future of health. Placing the questionnaires can also work as a survey to understand youth's preference or inclination of futures- and the future of health.

- Once moving to this section, visitors will be asked whether they want to participate in the game that tells them what type of envisioners they are.
  - A disclaimer will also be shared that their answers will be saved and used by the organizers
- Once agreed, the visitors will be given a set of questions that requires them to choose between two/three options.
  - Visitors will be able to click/touch to choose one of the answers (such as Balance game).
  - The questionnaires will be based on the microjournaling project questionnaires which guided the participants to create a narrative of their own about the future of the world surrounding them.
  - The questions will start with asking questions about each one of the drivers of change then concludes with their imagination of the future of health.
  - The wording will be rendered to accommodate youth's communication style (brief, fun, etc.)
  - The number of questions will not exceed 8 to retain visitors' attention.
- Once completed the game, each user will get a tag on what type of envisioners they are: e.g. Daring adventurer, fun-loving enthusiast, philosopher, etc.
  - Tag will be presented in the form of an avatar: a total of 4-6 types will be presented.
  - Pulling out the character type will be based on either;
    - ✓ Sum of all points
    - ✓ Types decided when responding to particular questions
  - The visitors will be given a shirt with #thefutureofhealthisours printed on it.
  - The game will end with a big question: what can you do to make this imagined future come true?: will empower them to perceive and promote that the future of health is theirs.
  - The visitors will be asked to move on to the next section.

#### C. Section design: Advocate

Overview: visitors will be asked to promote and populate #thefutureofhealthisours through their own network. DIA will also be able to scale youth engagement through the process.

- A table or a wall with all types of envisioners will be established.
- The visitors, with their hashtagged t-shirt on, will be encouraged to create a short video in front of, or on the installment of them dancing or posing, and then share the videos via their own profile page on Zepeto, Instagram, TikTok or YouTube accounts with the hashtag- #thefutureofhealthisours.
- The visitors will be encouraged to share short reviews or impression of the journey as well.

**NOTE: the opening of the space will be a pilot project, with the account active for five months from the launch (estimated to conclude on 31 July 2024).**

### 3. Planned timelines (subject to confirmation)

Start date: 1 September 2023

End date: 31 July 2024

Total duration: 334 days



#### 4. Requirements - Work to be performed

**Objective 1:** Develop an account and pertinent space in metaverse Zepeto consisting of an exhibition of visual aids, a survey-based game, rewards for the game participants (likely to be 4-6 types of t-shirts for the avatars), and a photo wall.

Output 1.1: Design and develop a digital space based on WHO's guide and instruction

- Create an account and a pertinent space in the metaverse platform Zepeto comprising;
- A wall of visual materials that produce the drivers of change that shape up the future around us (materials will be given alongside the texts by the DIA team to the successful bidder).
- A game that asks the visitors to shape up their own future through a slew of questions that eventually support them to imagine health futures. The game will be consisting of up to 8 questionnaires in the form of Balance Game, ending with the game results shown as types of different future envisioners they are. The developer is also expected to reward the game users (who conclude the game) with t-shirts that represent each of the user's type of characters printed on them.
- A photo wall where the account visitors including the game users will be able to pose in front of, dance or express their talents.
- Provide an update on the exhibition and game three months into the launch of the account (one time).
- The design will be based on DIA identity protocol provided by DIA.

Output 1.2: Advise on the space design and development.

- Suggest option/solution for content design, arrangement and management that better resonate with the target visitors.
- Advise on the account and space management by providing provide training to the DIA unit on how to manage the account as well as to read the analytics.
- Advise on youth outreach and communications: how to identify, reach and engage the target audience.

**Objective 2:** Manage and monitor the operation (pilot operation until 31 July)

- Assure that the visitors can enter the space, see the exhibition, play the game, receive the t-shirt, and are able to pose in front of the photo wall.

Output 2.1: Provide monitoring report on the security of the account if requested.

- Collaborate with the operators of Zepeto to ensure the account is secure and safe against possible cyber-attack and/or other malfunctions.
- Repair the account if faced with abnormality.

Output 2.2: Deactivate the account up on WHO's request.

**Objective 3:** Support evaluation of the pilot through metrics and analysis

Output 3.1: Provide analytic report on the visitors and game users.

- Provide analytics of the visitors and game users which include the number of visitors, the number of participants of the game as well as the number of responses per questionnaires in the game.

**NOTE: The deliverables are subject to change up on agreement.**

#### 5. Requirements – Planning

1 September 2023: Expected to sign the contract.

4 September 2023: Presentation of design/plan

15 December 2023: Internal design including content loading to complete – the first payment.

19 February 2024: Launch the platform after internal review and update requests.

19 March 2024: First month operation report – visitor analytics submitted.

31 July 2024: Conclude the pilot operation, final analytics report submitted – the second payment.



**NOTE: The timeline is indicative and subject to change. The contract will be issued in two tranches, the first one up to 15 December 2023 and the second one up to 31 July 2024.**

## 6. Activity Coordination & Reporting

<b>Technical Officer:</b>	Amy CAWTHORNE, Coordinator, DIA/DSI	Email:	cawthornea@who.int
For the purpose of:	Technical supervision and instructions – Reporting		
<b>Administrative Officer:</b>	Jen ELECCION, Assistant, DIA/DSI	Email:	<a href="mailto:eleccionj@who.int">eleccionj@who.int</a>
For the purpose of:	Contractual and financial management of the contract		

## 7. Characteristics of the Provider

- Qualifications required:
  - Demonstrated command of UNITY programme to design and develop a space in Zepeto that include exhibition and a game.
  - Embed analytics programmes (such as Google Analytics) to Zepeto World to collect user analytics.
- Experience required:
  - Experience in developing a Zepeto account and space, ideally for a public organization.
  - Evidence of prior experience in managing similar projects with international agencies.
  - Prior successful experience in building metaverse experiences and engagement for young demographic.
- Skills / Technical skills and knowledge:
  - Understanding of youth marketing & communications is desirable.
- Language requirements:
  - English (Read - Write / intermediate to basic).

## 8. Place of assignment

Homebased, no travel is needed as part of the assignment.



## Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of DSI, has access to certain information relating to Metaverse development for youth engagement which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as "the Information").
2. WHO is willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Request for Proposal (RFP) for "WPRO-2023-07/DSI/207661" ("the Purpose"), provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO or parties collaborating with WHO, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:
  - a) was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
  - b) was in the public domain at the time of disclosure by or for WHO to the Undersigned;
  - c) becomes part of the public domain through no fault of the Undersigned; or
  - d) becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality (as evidenced by written records or other competent proof).
4. The Undersigned further undertakes not to use the Information for any benefit, gain or advantage, including but not limited to trading or having others trading in securities on the Undersigned's behalf, giving trading advice or providing Information to third parties for trade in securities.
5. At WHO's request, the Undersigned shall promptly return any and all copies of the Information to WHO.
6. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
7. Any dispute arising from or relating to this Undertaking, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event of the dispute is not resolved by conciliation within thirty (30) days, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Undersigned and WHO or, in the absence of agreement within thirty (30) days of written communication of the intent to commence arbitration, with the rules of arbitration of the International Chamber of Commerce. The Undersigned and WHO shall accept the arbitral award as final.
8. Nothing in this Undertaking, and no disclosure of Information to the Undersigned pursuant to its terms, shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, or as submitting WHO to any national court jurisdiction.

### Acknowledged and Agreed:

<b>Entity Name:</b>	.....
<b>Mailing Address:</b>	..... ..... .....
<b>Name and Title of duly authorized representative:</b>	.....
<b>Signature:</b>	.....
<b>Date:</b>	.....

**Annex 3: Vendor Information Form**

Company Information to be provided by the Vendor submitting the proposal			
<b>UNGM Vendor ID Number:</b> <i>If available – Refer to WHO website for registration process*</i>			
<b>Legal Company Name:</b> <i>(Not trade name or DBA name)</i>			
<b>Company Contact:</b>			
<b>Address:</b>			
<b>City:</b>		<b>State:</b>	
<b>Country:</b>		<b>Zip:</b>	
<b>Telephone Number:</b>		<b>Fax Number:</b>	
<b>Email Address:</b>		<b>Company Website:</b>	
<b>Corporate information:</b>			
<b>Company mission statement</b>			
<b>Service commitment</b> to customers and measurements used <i>(if available)</i>			
<b>Organization structure</b> (include description of those parts of your organization that would be involved in the performance of the work)			
<b>Relevant experience</b> (how could your expertise contribute to WHO's needs for the purpose of this RFP) – <i>Please attach reference and contact details</i>			
<b>Staffing information</b>			

\* <http://www.who.int/about/finances-accountability/procurement/en/>



#### **Annex 4: Contractual Provisions**

Within 30 days of receipt of the contract between WHO and the successful bidder (the “Contract”), the successful bidder shall sign and date the Contract and return it to WHO according to the instructions provided at that time. If the bidder does not accept the Contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice. The Contract will include, without limitation, the provisions set forth below (with the successful bidder referred to below as the “Contractor”):

1. **Compliance with WHO Codes and Policies.** By entering into the Contract, the Contractor acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below). In connection with the foregoing, the Contractor shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other persons engaged by the Contractor to perform any services under the Contract.

Without limiting the foregoing, the Contractor shall promptly report to WHO, in accordance with the terms of the applicable WHO Policies, any actual or suspected violations of any WHO Policies of which the Contractor becomes aware.

For purposes of the Contract, the term “WHO Policies” means collectively: (i) the WHO Code of Ethics and Professional Conduct; (ii) the WHO Policy on Sexual Exploitation and Abuse Prevention and Response; (iii) the WHO Policy on Preventing and Addressing Abusive Conduct; (iv) the WHO Code of Conduct for responsible Research; (v) the WHO Policy on Whistleblowing and Protection Against Retaliation; and (vi) the UN Supplier Code of Conduct, in each case, as amended from time to time and which are publicly available on the WHO website at the following links: <http://www.who.int/about/finances-accountability/procurement/en/> for the UN Supplier Code of Conduct and at <http://www.who.int/about/ethics/en/> for the other WHO Policies.

2. **Zero tolerance for sexual exploitation and abuse, sexual harassment and other types of abusive conduct.** WHO has zero tolerance towards sexual exploitation and abuse, sexual harassment and other types of abusive conduct. In this regard, and without limiting any other provisions contained herein:

(i) each legal entity Contractor warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response, and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct by any of its employees and any other persons engaged by it to perform the work under the Contract; and (ii) promptly report to WHO and respond to, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the Contractor becomes aware; and

(ii) each individual Contractor warrants that he/she will (i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response, and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct. Without limiting the foregoing, the individual Contractor shall promptly report to WHO, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the individual Contractor becomes aware.

3. **Tobacco/Arms Related Disclosure Statement.** The Contractor may be required to disclose relationships it may have with the tobacco and/or arms industry through completion of the WHO Tobacco/Arms Disclosure Statement. In the event WHO requires completion of this Statement, the Contractor undertakes not



to permit work on the Contract to commence, until WHO has assessed the disclosed information and confirmed to the Contractor in writing that the work can commence.

4. **Anti-Terrorism and UN Sanctions; Fraud and Corruption.** The Contractor warrants for the entire duration of the Contract that:

- i. it is not and will not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it will not make any payment or provide any other support to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity;
- ii. it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Contract; and
- iii. the Contractor shall take all necessary precautions to prevent the financing of terrorism and/or any illegal corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Contract.

Any payments used by the Contractor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to WHO without delay.

5. **Breach of essential terms.** The Contractor acknowledges and agrees that each of the provisions of paragraphs 1, 2, 3 and 4 above constitutes an essential term of the Contract, and that in case of breach of any of these provisions, WHO may, in its sole discretion, decide to:

- i. terminate the Contract, and/or any other contract concluded by WHO with the Contractor, immediately upon written notice to the Contractor, without any liability for termination charges or any other liability of any kind; and/or
- ii. exclude the Contractor from participating in any ongoing or future tenders and/or entering into any future contractual or collaborative relationships with WHO.

WHO shall be entitled to report any violation of such provisions to WHO's governing bodies, other UN agencies, and/or donors.

6. **Use of WHO Name and Emblem.** Without WHO's prior written approval, the Contractor shall not, in any statement or material of an advertising or promotional nature, refer to the Contract or the Contractor's relationship with WHO, or otherwise use the name (or any abbreviation thereof) and/or emblem of the World Health Organization.

7. **Assurances regarding procurement.** If the option for payment of a maximum amount applies, to the extent the Contractor is required to purchase any goods and/or services in connection with its performance of the Contract, the Contractor shall ensure that such goods and/or services shall be procured in accordance with the principle of best value for money. "Best value for money" means the responsive offer that is the best combination of technical specifications, quality and price.

8. **Audit.** WHO may request a financial and operational review or audit of the work performed under the Contract, to be conducted by WHO and/or parties authorized by WHO, and the Contractor undertakes to facilitate such review or audit. This review or audit may be carried out at any time during the implementation



of the work performed under the Contract, or within five years of completion of the work. In order to facilitate such financial and operational review or audit, the Contractor shall keep accurate and systematic accounts and records in respect of the work performed under the Contract.

The Contractor shall make available, without restriction, to WHO and/or parties authorized by WHO:

- i. the Contractor's books, records and systems (including all relevant financial and operational information) relating to the Contract; and
- ii. reasonable access to the Contractor's premises and personnel.

The Contractor shall provide satisfactory explanations to all queries arising in connection with the aforementioned audit and access rights.

WHO may request the Contractor to provide complementary information about the work performed under the Contract that is reasonably available, including the findings and results of an audit (internal or external) conducted by the Contractor and related to the work performed under the Contract.

9. **Publication of Contract.** Subject to considerations of confidentiality, WHO may acknowledge the existence of the Contract to the public and publish and/or otherwise publicly disclose the Contractor's name and country of incorporation, general information with respect to the work described herein and the Contract value. Such disclosure will be made in accordance with WHO's Information Disclosure Policy and shall be consistent with the terms of the Contract.