



**Consultancy services to provide an overview of medicines,
including pipeline products, for treatment of hepatitis B and/or
hepatitis D**

Request for Proposals (RFP)

Bid Reference RFP 2024.12

Unit Name Unitaid

Closing Date:

[09 September 2024, 17h00 Geneva time]



Unitaid is seeking services of external consultancy/specialized firm to provide an overview of medicines, including pipeline products, for treatment of hepatitis B and/or hepatitis D.

Qualified consultancy firms are invited to submit a proposal for the services in response to this Request for Proposals (RFP). Bid submitted in an individual capacity is not acceptable.

Unitaid is an international organization that accelerates the introduction of health products in low- and middle-income countries (LMICs) to prevent, diagnose and treat HIV/AIDS, tuberculosis, and malaria more quickly, affordably and effectively. Our work also covers maternal, newborn and child health, as well as pandemic response. Unitaid is a hosted partnership of the World Health Organization (WHO). For the purpose of this document Unitaid is hereinafter referred to as Unitaid, Unitaid/WHO, WHO/Unitaid, or WHO.

The principal functions of the Unitaid Secretariat are to carry out and manage the day-to-day operations of Unitaid, including implementing the work of Unitaid as approved by its Executive Board, managing and coordinating relationships with partners, mobilizing resources and raising awareness about the work of Unitaid, and supporting Unitaid governing bodies, including its Board and Board Committees. Unitaid is supported by public funding and is hosted by WHO. Please consult our website at the following link for more information <http://www.unitaid.org>.

Unitaid's interventions promote innovation in developing new products and approaches, increase access by leveraging its market expertise to overcome access barriers, and create the right conditions for scale-up, so that better health products reach all people who need them, with priority given to the underserved and the poorest populations. Over the past 15 years, Unitaid has led the way in identifying promising health innovations, demonstrating their utility, effectiveness, and impact in low-resource settings, and laying the foundations for governments and partners to make them available at scale. With a new ambitious 2023 - 2027 strategy ([available here](#)), Unitaid aims to continue driving equitable access to innovative health products as a core function.

Unitaid recognizes climate change as a global emergency and threat to the achievement of the Sustainable Development Goals (SDG). On 11 November 2021 Unitaid launched its Climate Action Roadmap committing to reduce carbon emissions of the Secretariat by 50% by 2030 and offset its carbon footprint to effectively achieve net-zero emissions from 2022. Unitaid is equally committed in reducing carbon footprints from its procurement activities, hence seeking for potential contractors sharing the same commitment and initiatives. Bidders are requested to demonstrate their existing initiatives in place and incorporate the sustainability actions into the RFP proposal, especially in relation to carbon footprint (*refer Annex 3*).

1. Requirements

Unitaid is seeking services of external qualified contractor(s) to collect, analyze and compile information on medicines for hepatitis B and D that have recently been launched and that are currently in development. In particular, contractors should provide an up-to-date overview of these products and assess their actual or potential place in treatment, based on available information in published literature, information shared at conferences as well as expert opinion. The information should be compiled and summarized in an accessible, written report (or two separate reports, for hepatitis B and D respectively).

Work to be performed:

The selected contractor(s) will develop technology landscape documents on medicines for hepatitis B and/or hepatitis D with a focus on products that have recently been launched and that are in development.

Refer to Annex 1 – Terms of Reference (TOR) for more detailed requirements of the key deliverables and work to be performed.

Qualification and Skills:

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The Contractor is expected to propose expert(s) that can support the work described above, with adequate expertise. The firm and the proposed team member(s) shall demonstrate adequate experience as below:

Essential experience and educational requirements

- At least 10 years' work experience in global public health.
- Experience in horizon scanning for new technologies in global health.
- Experience working on viral hepatitis, preferably experience related to enhancing access to treatments for viral hepatitis for low- and middle-income countries.
- Excellent written communication skills in English, with experience in developing technical reports and the ability to distil complex subjects in clear and accessible messages for a range of audiences (please include samples or links to the similar reports produced).

Desirable experience

- Experience working on hepatitis B and/or hepatitis D.
- Experience with compiling, assessing and comparing clinical trial data.
- Experience in horizon scanning for new technologies in viral hepatitis.
- Having a well-established network of relevant contacts in industry, academia, international agencies, etc.
- Working knowledge of Unitaid and/or the World Health Organization.
- Product development and commercialization in global health, and particularly related to hepatitis B and/or hepatitis D treatments.

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

2. Proposal

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

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

A. Technical Proposal consisting of the following:

- Executive Summary, detailing the firm's background and relevant experience concerning the above requirements (to demonstrate understanding of the work to be performed and how could bidder's expertise contributes to Unitaid's needs for the purpose of this RFP). The proposal shall demonstrate that both the firm and the proposed team member(s) meet each of the requirements listed in the Terms of Reference and well supported with relevant evidence.;
- Detailed proposed solution and tailored approach/methodology to the specific scope of work stipulated in the Terms of Reference, and explaining how the objectives of this RFP can be successfully achieved from these approach and methodology;
- Brief project management coordination, quality assurance, and risk management (including but not limited to challenges related to data, contingency plans in the event of a consultant vacancy, delays, joint-venture arrangement (if applicable) and others. Bidders are required to include the proposed level of effort (in number of days) for each team member proposed, without disclosing the information on daily rate(s), budget or any financial information;



- The proposed team structure (taking consideration of gender balance) and the up-to-date CVs, including details of relevant experience of a similar nature satisfactorily performed by the bidder, and the proposed level of effort (in number of days) for each team members, without revealing the information on daily rate(s) or other financial information;
- Company's commitment and concrete initiatives in support of sustainability, in particular in relation to carbon footprint (refer Annex 3);
- Sample of case studies/relevant past projects successfully delivered must be included in the proposal, along with minimum three reference contacts for the firm's similar past experience; and
- The proposed detailed timeline/project plan.

B. Financial Proposal, using the attached template (Annex 6), to be submitted separately from the Technical proposal.

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 Unitaids.

A prospective bidder requiring clarification on technical, contractual or commercial matters may notify Unitaids via email at the following address no later than **04 September 2024**:

Email for submissions of all queries: unitaids-proc@who.int

RFP 2024.12 – Consultancy services to provide an overview of medicines, including pipeline products, for treatment of hepatitis B and/or hepatitis D
(use Bid reference in subject line)

A consolidated document of Unitaids'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 Unitaids 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 Unitaids, in accordance with the terms of this RFP.

The bidder shall submit, in writing, the complete proposal to Unitaids, **no later than 09 September 2024 17:00 hours Geneva, Switzerland time** ("the closing date"), by email at the following email address: unitaids-proc@who.int

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(use Bid reference in subject line)

To be complete, a proposal shall include separately:

- A **Technical Proposal**, as described under part 2 above, including Annexes 2, 3 & 5, duly completed and signed by a person or persons duly authorized to represent the bidder, submit a proposal and bind the bidder to the terms of this RFP; and
- A **Financial Proposal** (Annex 6), as described under part 2 above.

Misplacement of documents, i.e. financial documents in Technical proposal and technical documents in Financial proposal (Annex 6) may lead to the rejection of the proposal.

Each proposal shall be marked Ref: **RFP 2024.12**.



WHO/Unitaid 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 Unitaid 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/Unitaid. In exceptional circumstances, Unitaid 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 Unitaid at the email address indicated above, before the closing date for submission of proposals.

No proposal may be modified after its submission unless Unitaid 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/Unitaid 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, Unitaid 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 the total evaluation
Financial Weighting:		30 % of the total evaluation

The technical evaluation of the proposals will include:

- the extent to which Unitaid's requirements and expectations have been satisfactorily addressed;



- the quality of the overall proposal;
- the appropriateness of the proposed approach/methodologies;
- the quality of the technical solution proposed;
- the manner in which it is proposed to manage and staff the project (including project management and coordination plan with Unitaïd);
- the relevant experience of the firm in carrying out related projects and the relevance of experience in relation to this TOR;
- of important, the qualifications, experience and competence of the personnel proposed for the assignment to be clearly demonstrated, meeting each of the specific requirements listed in the TOR (Qualification and Skills);
- the proposed timeframe for the project; and
- the firm's commitment and initiatives in support of sustainability, climate and environment (particularly in relation to carbon footprint) (refer Annex 3).

Please note that WHO/Unitaid 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.

Unitaid 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/Unitaid and bidders is expressly prohibited both before and after the closing date for submission of proposals.

5. Award

WHO/Unitaid 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/Unitaid 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/Unitaid 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,
Unitaid Procurement

**Annexes**

1. Terms of Reference (TOR)
2. Confidentiality Undertaking
3. Bidder's Information Form
4. Contractual provisions
5. Declaration of Interest
6. Financial Proposal Template

**Annex 1: Detailed Terms of Reference**

[See attached document.](#)



Annex 2: Confidentiality Undertaking

1. Unitaidd/World Health Organization (Unitaid/WHO), has access to certain information relating to **RFP 2024.12 – Consultancy services to provide an overview of medicines, including pipeline products, for treatment of hepatitis B and/or hepatitis D** which it considers to be proprietary to itself or entities collaborating with it (hereinafter referred to as “the Information”).
2. Unitaidd/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 [above-mentioned project] (“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 Unitaidd/WHO or parties collaborating with Unitaidd/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 Unitaidd/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 Unitaidd/WHO’s request, the Undersigned shall promptly return any and all copies of the Information to Unitaidd/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 Unitaidd/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 Unitaidd/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 Unitaidd/WHO to any national court jurisdiction.

Acknowledged and Agreed:

Entity Name:
Registered Address and country:
Name and Title of duly authorized representative:
Signature:
Date:

**Annex 3: Bidder's Information Form**

Company Information to be provided by the Bidder submitting the proposal			
UNGM Bidder's ID Number: <i>If available – Refer to WHO website for registration process*</i>			
Legal Company Name: (Not trade name or DBA name)			
Company Contact:			
Address:			
City:		State:	
Country:		Zip:	
Telephone Number:		Fax Number:	
Email Address:		Company Website:	
Corporate information:			
Company mission statement			
Service commitment to customers and measurements used (if available)			
Organization structure (include description of those parts of your organization that would be involved in the performance of the work – proposed team and structure for this RFP)			
Mandatory: Company's commitment and <u>concrete</u> initiatives in support of sustainability (in particular in relation to carbon footprint, e.g.: overall company carbon footprint, past/ongoing initiatives to reduce carbon emissions, or compensation/offsetting of emissions) and how it will be reflected in this procurement/consultancy activities. Please include any relevant certification or supportive documentation.	Note: Generic and less concrete responses such as “promoting teleworking, encouraging recycling, encouraging staff to use public transport”, etc. are inadequate without more concrete information.		

**Company Information to be provided by the Bidder submitting the proposal**

Kindly provide sufficient information on this requirement as it is a mandatory submission requirement and will be evaluated and scored in the Technical Proposal assessment.

Please read: <http://www.who.int/about/finances-accountability/procurement/en/>



Annex 4: Contractual Provisions

Within 30 days of receipt of the contract between Unitaid/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.

10. **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.

11. **Indemnification.** The Contractor shall indemnify and hold 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, the acts or omissions of the Contractor, or the Contractor's employees, officers, agents, partners or sub-contractors, in the performance of the Contract. This provision shall extend, inter alia, to claims and liabilities in the nature of workmen's compensation, product 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, partners or sub-contractors.

10. **Title Rights.**

- 1) All rights pertaining to any and all deliverables under the Contract and the original work product leading thereto, as well as the rights in any non-original material incorporated therein.
- 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 rights in compliance with the requirements of applicable law.