

**Request for Quotation (RFQ)**  
**Reference No. UNWHQRFQ130**  
**Photo-realistic 360-degree video**  
**Animation Services**

17/05/2017

Dear Sir/Madam,

**Subject:** Request for Quotation (RFQ) for **photo-realistic 360-degree video animation, including sound effects.**

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) is seeking quotation(s) for the procurement of *photo-realistic 360-degree video animation post-production services* as described in the Annex I to this request for quotation.
2. In order to prepare a responsive quotation, you must carefully review, and understand the contents of the following documents:
  - a. This Invitation letter and Quotation Instruction Sheet (QIS)
  - b. [Terms of Reference \(TOR\) \(Annex 1\)](#)
  - c. [Quotation Submission Form and Quotation Format \(Annex 2\)](#)
  - d. [Voluntary Agreement \(Annex 3\)](#)
  - e. [Model Form of Contract \(Annex 4\)](#)
  - f. [Conditions fo Contract \(Annex A & B\)](#)
3. Quotations submitted by email must be limited to a maximum of 10 MB, and no more than 3 email transmissions.
4. A contract may be awarded to the supplier having submitted a quotation representing the best value for money, i.e. lowest-priced technically-compliant of the proposed offers.
5. The following aspects will be considered for the evaluation;
  - i. Suitability of the approach and methodology including firm's capacity to undertake the services.
  - ii. Qualifications and experience of proposed staff/personnel.
6. It is UN Women's intention to issue the contract as presented herein the RFQ documents. Therefore, offerors should ensure any due diligence regarding the legal review and ability to be compliant to all contract terms and conditions is undertaken prior to the submission of your quotation. Submission of a quotation will be confirmation of accepting UN Women contract included herein.
7. In the case two (2) quotations are evaluated and found to be the same ranking in terms of technical qualification and price, UN Women will award contract to the company that is either women-owned or has a majority women employed. This is in support of UN Women's core mandate. In the case that both companies are women-owned or have a majority women

employed, UN Women will request best and final offer from both suppliers and shall make a final comparison of the competing suppliers.

8. UN Women reserves the right to accept or reject any quotation, and to cancel the process and reject all quotations at any time prior to the award of contract without thereby incurring any liability to the suppliers or any obligation to inform the suppliers of the grounds for such action.
9. At any time prior to the deadline for the submission of quotations, UN Women may, for any reason, whether at its own initiative or in response to a clarification requested by a supplier, modify the RFQ by way of a written amendment. All suppliers that have received the RFQ shall be notified in writing of any such amendments. In order to offer suppliers reasonable time to take any such amendments into account in preparing their quotations, UN Women may, at its discretion, extend the deadline for the submission.
10. The Quotation Instruction Sheet (QIS) below provides the requisite information for the supplier as guide to respond to this request.

#### QUOTATION INSTRUCTION SHEET (QIS)

Instruction to Suppliers	Specific Requirements
<b>Deadline for Submission of Quotation</b>	<p>Date and Time: <b>May 24, 2017 11:59 PM</b></p> <p><b>[New York, NY, USA (GMT -4)]</b> (for local time reference, see <a href="http://www.greenwichmeantime.com">www.greenwichmeantime.com</a>)</p> <p>This is an absolute deadline, Quotation received after this date and time will be disqualified.</p>
<b>Method of Submission</b>	<p><input type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail</p> <p><input checked="" type="checkbox"/> Electronic submission of Quotation</p>
<b>Address for Quotation Submission</b>	<p><input checked="" type="checkbox"/> Electronic submission of Quotations: <a href="mailto:procurement@unwomen.org">procurement@unwomen.org</a> Ref, <b>UNWHQRQ130 Photo-realistic 360-degree video animation.</b></p> <p>Quotations should be submitted to the designated address by the date and time of the deadline given.</p>

Language of the Quotation	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Other (pls. specify) _____
Quotation Currencies	_____ USD _____
Quotation Validity Period commencing after closing date of RFQ	60 days  UN Women may exceptionally request vendor to extend quotation validity beyond the initial period indicated in the RFQ. Request will be communicated in writing.
Payment Terms	<input checked="" type="checkbox"/> 100% upon completion and satisfactory receipt of service(s) as per milestone established when contract is awarded. <input type="checkbox"/> Others
Clarifications of solicitation documents	<p>Requests for clarification may be submitted (2) days before the submission date to: <b>procurement@unwomen.org</b></p> <p>If the clarification email is different from the submission email address, please do not submit any official quotes to the clarification email address. Doing so may invalidate your quote and UN Women will not be able to consider it.</p> <p>Clarification requests of this RFQ shall include the following subject header format: <b>“UNWHQRFQ130 Request for Clarification from Vendor Name”</b></p> <p>Suppliers shall not communicate with any other UN personnel regarding this RFQ.</p> <p>UN Women shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UN Women to extend the deadline date, unless UN Women deems that such an extension is justified and necessary.</p>
Contact for requesting clarifications	<p>E-mail address dedicated for this purpose: <b>procurement@unwomen.org</b></p> <p>Suppliers must not communicate with any other personnel of UN Women regarding this RFQ.</p> <p>UN Women shall have no obligation to confirm receipt or response to query for any form of communication sent to an email other than the designated email address.</p>

<b>Responses to clarification requests will be binding on all Suppliers and will be distributed via:</b>	<input type="checkbox"/> Postal Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> <a href="#">UN Women Website</a> <input type="checkbox"/> Other
<b>Expected Delivery Date and Time.</b>  <b>Quotations can be rejected if the delivery date and time exceeds the stipulated date and time described in the TOR</b>	<input checked="" type="checkbox"/> No later than 28 June 2017 <input type="checkbox"/> As per Service Delivery Schedule attached
<b>Value Added Tax on Proceed Quotation</b>	<input type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
<b>Evaluation Criteria</b>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to minimum requirements under Annex I <input checked="" type="checkbox"/> Qualifications and experience of proposed staff/personnel <input checked="" type="checkbox"/> Lowest price offer <input type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input type="checkbox"/> Others
<b>Type of Contract to be Signed</b>	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement <input checked="" type="checkbox"/> Professional Service Contract <input type="checkbox"/> Other Type/s of Contract

11. UN Women's [vendor protest procedure](#) provides an opportunity for appeal to supplier(s) who believe that they were not treated fairly. This [link](#) provides further details regarding UN Women's vendor protest procedures.

Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UN Women Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the Executive Director and with the UN Women Ethics Office as and when required. Such cooperation shall include, but not be limited to the following: access to all employees, representatives, agents and assignees of the supplier; as well as production of all documents requested, including financial records.

Failure to fully cooperate with investigations will be considered sufficient grounds to allow UN Women to repudiate and terminate the contract, and to debar and remove the supplier from UN Women's list of registered suppliers.

12. UN Women implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UN Women, as well as third parties involved in UN Women activities. UN Women expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link:  
[http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf).

13. This letter is not to be construed in any way as an offer to contract with your organization.

Yours sincerely,

Procurement Section

## ANNEX 1

### TERMS OF REFERENCE (TOR)

## Animation Services

#### Overview:

UN Women is the United Nations Entity for Gender Equality and the Empowerment of Women, with activities in six impact areas: political participation, economic empowerment, gender-based violence, gender-responsive budgeting, women in peace and security, and HIV.

UN Women's humanitarian programmes support community centres and safe spaces for women in refugee refugee camps, and in non-camp settings in Egypt and Lebanon under the "Economic Empowerment of Syrian Refugees" programme.

Under the overall guidance and direct supervision of the UN Women communications section, UN Women is procuring post-production services for a virtual reality film set in Lebanon with a focus on the livelihoods and resilience of refugees. UN Women will undertake the production of the VR story, and will expect the animation specialists to produce 60 seconds - across 4 different scenes - of photo-realistic 360-degree video animation delivered as 4K spherical MP4 files with accompanying SFX for insertion into a live-action spherical video.

#### Service Overview:

UN Women requires 3D animation/special effects services to produce **immersive photo-realistic 360-degree video animation produced with the most standard and ultimate software platform available in the market and delivered as 4K spherical MP4 files with accompanying SFX for insertion into a live-action spherical video.**

The service provider will work closely with UN Women to select the overall look, light and texture of the scenes. UN Women will provide footage and photographs depicting the scenes to be re-created in 3D video animation.

The scenes will depict life in Syria before the outbreak of war, during the war, and during the flight of a family of refugees.

#### The Objectives of the assignment:

The objectives of the assignment is to produce a short 3D 360° animation depicting the devastating impact of the war on Syria on women, men, and children. The material will be used for awareness raising, advocacy and general communications for UN Women.

UN Women shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to, or are produced or prepared or collected in consequence of or in the course of the execution of the assignment.

Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UN Women in compliance with the requirements of the applicable law.

### Deliverables

1. 15 Seconds of 360-degree video animation depicting daily life in a Syrian town before the outbreak of war in 2011.
2. 15 Seconds of 360-degree video animation depicting the outbreak of war, fighter jets flying overhead, bombs being dropped, a house burning to the ground, traumatized civilians.
3. 15 Seconds of 360-degree video animation depicting a deserted destroyed town in Syria, sniper shots are heard, a man is shot in the distance.
4. 15 Seconds of 360-degree video animation depicting a Syrian family fleeing their hometown under the cover of night.
  - i. Pre-production meeting to discuss specifics of 3D 360° animation, script, textures, locations.
  - ii. Client to deliver raw HD video footage and photographs depicting examples of desired scenes.
  - iii. Delivery of storyboard and moodboard for client review.
  - iv. Client to provide moodboard feedback for creation of final 3D scenes
  - v. Delivery of final scenes to client **as 4K spherical MP4 files with accompanying SFX for insertion into a live-action spherical video.**

Timeframe for completion of job: approx. 5 weeks with completion date of June 28, 2017.

### Requirements:

To be considered for contract award, companies must meet the following requirements and all information below must be submitted as part of quote documents:

- Minimum two (2) relevant links of 3D 360° animation work.
- Brief overview of companys' portfolio,
- Proposed methodology/understanding of the assignment : Coherent methodology and clear timeline for deliverables
- CV of technical specialist to be assigned to the project
- List of recommended software platform to produce the 3D animations

### Company requirements

- 1- Company expertise/profile: At least two years in the **3D 360-degree video animation.**



- 2- Experience on similar Projects – with experience placing projects within prominent media outlets (national and international)
- 3- Key personnel have expertise in VR production, 3D 360° animation and is skilled in the software platforms available for the 3D animation.

### **Fees and Schedule of Payment**

The Payment will be released based on the successful delivery of all final products within the indicated agreed upon timeframe and after the positive evaluation of concerned UN Women.

## ANNEX 2

# QUOTATION SUBMISSION FORMS

## INTENT TO RESPOND FORM

Solicitation no: **UNWHQRFQ130**

Title: Photo-realistic 360-degree video animation

Deadline Date/Local time: **24 May 2017 at 11:59PM ET**

Please complete (A), (B), or (C) and return to [procurement@unwomen.org](mailto:procurement@unwomen.org) by 19 May 2017

<p>(A) We intend to submit our proposal by: _____ (date/time)</p>	<p>Company Name: _____          Contact Name: _____          Email: _____          Telephone: _____</p>
<p>(B) We may submit our proposal and will confirm our intent by: _____ (date/time)</p>	<p>Company Name: _____          Contact Name: _____          Email: _____          Telephone: _____</p>
<p>(C) We do not intend to submit a proposal for the following reason(s):</p>	<div data-bbox="852 1213 1404 1575"> <ul style="list-style-type: none"> <li><input type="checkbox"/> Our current workload does not permit us to take on additional work at this time</li> <li><input type="checkbox"/> We do not have the required expertise</li> <li><input type="checkbox"/> There is insufficient time to prepare a proper submission in response to this solicitation</li> <li><input type="checkbox"/> Our funds or other resources are insufficient to carry out the work required</li> <li><input type="checkbox"/> We choose not to participate due to a conflict of interest involving: _____</li> <li><input type="checkbox"/> Other (please specify): _____</li> </ul> </div> <div data-bbox="803 1617 1388 1774"> <p>Company Name: _____          Contact Name: _____          Email: _____          Telephone: _____</p> </div>

## STATEMENT OF CONFIRMATION

*[The supplier shall fill in this form with no alterations or substitutions to its format and content]*

To : UN Women

Date: *[insert date of Proposal Submission]*

Attn : Procurement Section, Ref: UNWHQRFQ130

220 East 42nd Street

New York, NY 10017, USA

We, the undersigned, declare that:

- (a) We (representatives of this company, inclusive of any associated legal representatives) have examined the minimum requirements, terms and clauses and have no reservations to the RFQ including all annexes;
- (b) We agree to abide by this RFQ and in accordance with the UN Women General Conditions of Contract (Annex 4) and will not request any changes to the existing terms, conditions and clauses;
- (c) We offer to supply in conformity with the RFQ, the following **[Title of Services]** and undertake, if our offer is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.
- (d) We offer to execute the services for the sum as may be ascertained in accordance with the quotation submitted and with the instructions under the Quotation Instruction Sheet;
- (e) Our offer shall be valid for a period of [ ] days from the date fixed for opening the RFQ, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We understand that UN Women is not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

### SIGNATURE AND CONFIRMATION OF THE RFQ

PROVIDED THAT A CONTRACT IS ISSUED BY UN WOMEN **WITHIN THE QUOTATION VALIDITY PERIOD STATED ABOVE**, THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH CONTRACT DOCUMENT, TO EXECUTE THE SERVICE(S) REQUESTED AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE. THE UNDERSIGNED HEREBY SIGNS IN CONFIRMATION THAT THEY HAVE REVIEWED THE RFQ AND AGREE TO ITS GENERAL CONDITIONS OF CONTRACT AND THE CONTRACT MODEL.

*Exact name and address of company*

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: (TYPE OR PRINT) \_\_\_\_\_

FUNCTIONAL TITLE OF AUTHORIZED SIGNATORY: \_\_\_\_\_

**This quotation submission form MUST be duly completed and returned with the QUOTATION, along with confirmation that the products/services are in accordance with Terms of Reference and requirements of UN Women. The quotation "MUST" be submitted in the vendor's business letterhead stationery. Failure to do so may result in disqualification of your QUOTATION.**

### Technical Information

## Section A: Expertise and Capability of Supplier

### 1.1 The organization

- Background: Provide a brief account of the organization, including the year and country of incorporation, types of activities undertaken, and approximate annual billings.
- Outline General Organizational Capability which is likely to affect implementation (i.e. size of the organization, strength of project management support e.g. project management controls, global networking, financial stability).
- Provide certificate(s) for any accreditation of processes, policy (e.g. ISO).
- Include a description of your present and ongoing contracts that have a direct relationship to this requirement. Include relevant collaborative efforts your organization may have participated in.

### 1.2 Adverse judgments or awards

- The supplier is in sound financial condition with no financial concerns, such as negative net worth, bankruptcy proceedings, insolvency, receivership, major litigation, liens, judgments or bad credit or payment;
- The supplier has not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.

### 1.3 Subcontracting and partnerships

- Explain reasons for, scope and rationale for any subcontracting. Include relevant contact information and experience for all subcontractors. The role of the Supplier as well as that of any sub-contractors shall be clear and unequivocal.
- Explain any partnerships that are planned for the implementation of this project. The role of each entity shall be clear. Information on past collaborative experience should be included.

### 1.4 Relevance of Specialized Knowledge and Experience on Similar Projects

- Provide details of specialized knowledge to be utilized for this RFQ as well as recent relevant experiences on projects of a similar nature and/or with other UN organizations.
- References and/or samples of work must be provided upon request

## Section B: Proposed Work Plan and Approach

### 2.1 Analysis approach, methodology

- Provide a description of the company's approach, methodology, and timeline for how the organization will achieve the Terms of Reference (TOR) of the project while meeting or exceeding the stipulations of the TOR.
- Explain your company's understanding of UN Women's needs for the services or works.
- Describe how your company will adhere to UN Women's procurement principles in acquiring services on behalf of UN Women. UN Women's general procurement principles:
  - a) Best Value for money
  - b) Fairness, integrity and transparency
  - c) Effective competition
  - d) The best interests of UN Women

## Section C: Resource Plan, Key Personnel

### 3.1 Composition of the team proposed to provide, and the work tasks (including supervisory)

Describe the availability of resources in terms of personnel and facilities needed for this RFQ. Describe the structure of the team which you would propose to provide, and the work tasks (including supervisory) which would be assigned to each.

### 3.2 Gender profile

- Supplier is strongly encouraged to include information regarding the percentage of women employed in Supplier's organization, women in leadership positions, and percentage of women shareholders.
- Note: this will *not* be a factor in the evaluation criteria *unless* where there are two identical quotations (i.e. exact total points in the case of cumulative evaluation methodology and/or same price in the case of most technically compliant/acceptable quotation) UN Women will award the contract to the organization owned by women by 50% or more, in support of UN Women's core mandate.

### Sample CV template:

Name:		
Position for this Assignment:		
Nationality:		
Language Skills:		
Educational and other Qualifications		
Employment Record: [Insert details of as many other appropriate records as necessary]		
From [Year]: _____ To [Year]: _____ Employer: _____ Positions held: _____		
Relevant Experience (From most recent; Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under the TOR) [Insert details of as many other appropriate assignments as necessary]		
Period: From - To	Name of project/organization:	Job Title, main project features, and Activities undertaken
References (minimum 3)	(Name/Title/Organization/Contact Information – Phone; Email)	

### Financial Quotation

The components comprising the total price must provide sufficient detail to allow UN Women to determine compliance of quotation with requirements as per TOR of this RFQ. The supplier shall include a complete breakdown of the cost elements associated with each line item and those costs associated with any proposed subcontract/sub-awards (separate breakdown) for the duration of the contract. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Financial Quotation should include figures for both purchase and lease/rent options. UN Women reserves the option to either lease/rent or purchase outright the equipment through the contractor.

All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes as detailed in Clause 18 of the UN Women General Conditions of Contract.

**\* Cost Breakdown per Deliverables**

	<b>Deliverables</b>	<b>Percentage of Total Price</b>	<b>Price (Lump Sum, All Inclusive)</b>
1	Adaptation of script to visual storyboard		
2	Production of 4 X 15 seconds' animation		
3	Production of sound effects for each animation		
4	Export to spherical 4K MP4 format.		
	<b>Total</b>		

\*Total cost should include 1 rounds of edits in the script phase and 1 rounds of edits in the moodboard phase and 1 rounds of edits in the final export phase.

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

**End of Annex 2**

## ANNEX 3

# VOLUNTARY AGREEMENT TO PROMOTE GENDER EQUALITY

## Voluntary Agreement to Promote Gender Equality and Women's Empowerment

Between

\_\_\_\_\_ (Name of the Contractor)

And

## The United Nations Entity for Gender Equality and the Empowerment of Women

The United Nations Entity for Gender Equality and the Empowerment of Women, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010 (hereinafter referred to as "UN Women") strongly encourages (\_\_\_\_\_) (hereinafter referred to as the "Contractor") to partake in achieving the following objectives:

- ☐ Acknowledge values & principles of [gender equality \(http://www.unwomen.org/en/about-us/guiding-documents\)](http://www.unwomen.org/en/about-us/guiding-documents) and [women's empowerment \(http://weprinciples.org/Site/PrincipleOverview/\)](http://weprinciples.org/Site/PrincipleOverview/);
- ☐ Provide information and statistical data (that relates to policies and initiatives that promote gender equality and women empowerment), upon request;
- ☐ Participate in dialogue with UN Women to promote gender equality and women's empowerment in their location, industry and organization;
- ☐ Establish high-level corporate leadership for gender equality;
- ☐ Treat women and men fairly at work and respect and support human rights and nondiscrimination, including through equal pay policies;
- ☐ Ensure health, safety and wellbeing of all women and men workers;
- ☐ Promote education, training and professional development for women;
- ☐ Hold gender-specific trainings or courses for staff;
- ☐ Implement enterprise development, supply chain and marketing practices that empower women;
- ☐ Promote equality through community initiatives and advocacy;
- ☐ Measure and publicly report on progress to achieve gender equality.

On behalf of the Contractor: \_\_\_\_\_

Name, Title: \_\_\_\_\_,

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

DD

MM

YYYY

## ANNEX 4

# MODEL FORM OF CONTRACT

## UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN (UN-WOMEN)

### **SHORT FORM *DE MINIMIS* CONTRACT FOR SERVICES No. 03/16**

This Contract is made on 16 March, 2017 between the UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010, with its Headquarters at 220 East 42<sup>nd</sup> Street, New York, NY 10017, USA (“UN-WOMEN”) and [OFFICIAL NAME OF COMPANY], duly incorporated or organized under the laws of [COUNTRY], with its registered offices at [ADDRESS], company registration number [INSERT NUMBER] (“Contractor”). Both hereinafter separately and jointly referred to as the “Party” or the “Parties”, respectively.

This document together with Annex A (*Special Conditions*), Annex B (*General Conditions of Contract for De Minimis Contracts*), and Annex C (*Terms of Reference*) (“Contract Documents”) constitute the entire agreement between the Parties with regard to the subject matter hereof (“Contract”). The documents comprising this Contract are complementary of one another, but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply: first this document, second Annex A, third Annex B, and fourth Annex C.

This Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.

Any notice, document or receipt issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of this Contract shall prevail.

This Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with this Contract, shall be deemed to include, and shall be interpreted and applied consistently with, the provisions of Article 16 (*Settlement of Disputes*) and Article 17 (*Privileges and Immunities*) of the General Conditions.

**The Services.** The Contractor shall provide the following services (the “**Services**”) in accordance with the terms and conditions set forth in this Contract, as more particularly described in Annex C. *[Insert details of the nature of the services being procured, the purpose of the Services, how the Services are intended to assist UN-Women’s applicable project, why the Services are required, including any deliverables (“Deliverables”) to be provided by the Contractor. For example, Deliverables may include interim reports, final reports, etc].*

**Quality standards.** The Contractor shall provide the Services [in accordance with // to meet] the following quality standards: *[if applicable, insert the details of the applicable quality standards, if any, to which the Services must be provided.]*



**Contract Price and Payment Terms:** In full consideration for the complete, satisfactory and timely performance by the Contractor of its obligations under this Contract, UN-Women shall pay the Contractor: *[insert either option]* [OPTION 1: a total fixed fee of US\$\_\_\_\_\_ in instalments of [US\$\_\_\_\_\_] as set forth below] OR [OPTION 2: fees for the provision for the Services at the rates as set forth below].

*[Insert details of the Contract price, whether it be lump sum or on a time and materials. Insert frequency of payment, for example, upon satisfactory completion and delivery of the final report to UN-Women and after [acceptance by UN-Women // certification by UN-Women that the] Services have been performed and the expected outputs have been satisfactorily provided.*

Contractor's bank account for payments under this Contract (*see* Article 1 of the Special Conditions, Annex A).

Name of bank: \_\_\_\_\_;

Bank address: \_\_\_\_\_;

Bank ID (SWIFT/BIC for non-US bank and ABA number for US bank)

Account No. or IBAN: (IBAN if the bank is within EU/EEA)

BSB: \_\_\_\_\_

Bank account title/name: \_\_\_\_\_ [**Must** be in the name of the Contractor.]

Currency of payment: \_\_\_\_\_

Currency of bank account: \_\_\_\_\_

Type of account: \_\_\_\_\_ (Checking or Savings)

Routing instructions: \_\_\_\_\_ (if necessary)

**Term of Contract:** This Contract shall take effect on the date the Parties have signed this Contract, or if the Parties have signed it on different dates, the date of the latest signature. This Contract shall remain in effect until *[insert date]*.

**Notices:**<sup>1</sup>

For the Contractor:

*[Insert company name]*

*[Insert address for Notices to be sent to]*

Attention: *[Insert contact person name and title]*

Tel: *[insert telephone number]*

<sup>1</sup> Please note that email addresses could be included in the description of the Services section for operational matters; not for receipt of Notices under the Contract for contract administration matters.

For UN-Women:

UN-Women

*[Insert address for Notices to be sent to]*

Attention: *[Insert contact person name and title]*

Tel: *[insert telephone number]*

**IN WITNESS WHEREOF**, the Parties have, through their authorized representatives, executed this Contract on the date herein below written.

**FOR [NAME OF CONTRACTOR]**

**FOR UN-WOMEN**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

***CONTRACTOR RETAINS 1 ORIGINAL CONTRACT AND RETURNS TO UN WOMEN 1 DULY SIGNED AND DATED ORIGINAL.***

## ANNEX A

### SPECIAL CONDITIONS

#### 1. PAYMENT TERMS

1.1 The Contractor shall submit to UN-WOMEN an original copy of its invoices for all Services supplied to UN-WOMEN in accordance with this Contract, together with such supporting documentation and details as the UN-WOMEN may require.

1.2 Payments under this Contract shall be made to the Contractor thirty (30) days from receipt of the Contractor's invoice and supporting documentation and certification by UN-WOMEN that the Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract, unless UN-WOMEN disputes the invoice or a portion thereof. All payments due to the Contractor under this Contract shall be made by electronic funds transfer to the Contractor's bank account, the details of which are set forth in the Contract document above.

1.3 UN-WOMEN may withhold payment in respect of any invoice if it considers that the Contractor has not performed in accordance with the terms and conditions of this Contract or has not provided sufficient documentation in support of the invoice. Where an invoice is disputed in part, UN-WOMEN shall pay the Contractor any undisputed portion, in accordance with Article 1.2 above, and the Parties shall consult in good faith to promptly resolve outstanding issues. Once the dispute has been resolved, UN-WOMEN shall pay the Contractor the relevant amount within thirty (30) days. The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract or any accrued interest on payments withheld by UN-WOMEN in connection with a dispute.

1.4 In addition to any rights and remedies available to it, and without prejudice to any other rights or remedies that UN-WOMEN may have under this Contract, UN-WOMEN shall have the right, without prior notice to the Contractor, any such notice being waived by the Contractor, upon any amounts becoming due and payable hereunder to the Contractor, to set off, against any amount payable by UN-WOMEN under this Contract, any payment, indebtedness or other claim owing by the Contractor to UN-WOMEN hereunder or under any other contract or agreement between the Parties. UN-WOMEN shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

1.5 Payments made in accordance with this Article shall constitute a complete discharge of UN-WOMEN's obligations with respect to the relevant invoices or portions thereof.

1.6 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by UN-WOMEN in connection with a dispute.

#### 2. PERFORMANCE OF THE SERVICES

2.1 The Contractor and its personnel shall perform the Services under this Contract with the necessary care and diligence, and in accordance with the highest professional standards and with all laws, ordinances, rules and regulations bearing upon the performance of the obligations under the Contract. Except as expressly provided in the Contract,

- (i) UN-WOMEN shall have no obligation to provide any assistance to the Contractor in performing the Services;
- (ii) UN-WOMEN makes no representations as to the availability of any facilities or equipment which may be helpful or useful for performing the Services; and
- (iii) the Contractor shall be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services.

#### 3. REPRESENTATIONS AND WARRANTIES

3.1 The Contractor represents and warrants that:

- (a) it is duly organized, validly existing and in good standing;
- (b) it has all necessary power and authority to execute and perform this Contract;
- (c) the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;
- (d) this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;

(e) all of the information it has provided to the UN concerning the provision of the Services pursuant to this Contract is true, correct, accurate and not misleading;

(f) it is financially solvent and is able to provide the Services to the UN in accordance with the terms and conditions of the Contract;

(g) the Contractor shall not infringe nor cause UN-WOMEN to infringe any intellectual property or other proprietary rights of any third party; and

(h) for itself and for the Personnel, parent entities, affiliates or subsidiaries (if any), none of them are engaged in the provision of support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UN-WOMEN hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts which may be entered into under this Contract, in accordance with the provisions of this Contract.

The Contractor acknowledges and agrees that each of the representations and warranties set forth in this Article constitutes an essential term of the Contract and that any breach of any of these representations and warranties shall entitle UN-WOMEN to terminate the Contract or any other contract with UN-WOMEN immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

#### **4. INSPECTION**

4.1 UN-WOMEN, or its authorized agent, reserves the right to review and inspect at any time all Services performed or being performed (including the preparation of deliverables) by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the term of this Contract, and Contractor shall provide UN-WOMEN access for the purpose of such inspection.

#### **5. NON-EXCLUSIVE REMEDIES**

5.1 If any Services performed by the Contractor do not conform to the requirements of this Contract, and/or in the event that the Contractor fails to comply with any condition of the Contract, without prejudice to and in addition to any of UN-WOMEN's other rights and remedies under this Contract or otherwise, UN-WOMEN shall (after giving the Contractor reasonable notice to perform) have the following options, to be exercised in its sole discretion:

- 5.1.1 procure all or part of the Services from other sources;
- 5.1.2 refuse to accept delivery of all or part of the Services; or
- 5.1.3 terminate the Contract in accordance with Article 13.1,

and the Contractor shall be liable by reason of default for any loss or damage sustained and additional costs incurred by UN-WOMEN, including without limitation any increase in the price payable by UN-WOMEN resulting from the procurement of the Services from other sources. UN-WOMEN may, without notice to the Contractor, apply to the payment of any such loss, damage or additional costs, by setoff or otherwise, all credits, claims or other amounts, whether or not related to the Contract, at any time owing by UN-WOMEN to the Contractor. No grant of time to the Contractor to cure a default hereunder, nor any delay or failure by UN-WOMEN to exercise any other right or remedy available to UN-WOMEN under the Contract, shall prejudice any rights or remedies available to UN-WOMEN under the Contract or be deemed a waiver thereof. The rights and remedies herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

#### **6. TRANSLATION**

6.1 The Parties shall sign this Contract in English. If the Parties decide to sign this Contract in English and in another language, the Parties shall sign two originals in each language, which shall be equally authentic. In case of a conflict between the originals in the English language and the other language, the English language text shall prevail.

#### **7. NOTICES**

7.1 Service of any notice referred to in the Contract or arising from it shall be deemed to be valid if sent by registered mail or by hand against authorised signature on receipt, to the address of the Party concerned as set forth in the Contract.

## 8. MISCELLANEOUS

8.1 Without limiting the provisions of Article 19 (Modifications) of the General Conditions (Annex B), no terms or provisions of this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, or excuse or waiver of, any other subsequent breach.

8.2 If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

8.3 Headings and titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract for any purpose whatsoever.

8.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

8.5 Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.

8.6 This Contract and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. No other person shall be a third party beneficiary hereof or have or be entitled to assert rights or benefits hereunder.

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## ANNEX B

### GENERAL CONDITIONS OF CONTRACT FOR *DE MINIMIS* CONTRACTS

1. **LEGAL STATUS OF THE PARTIES:** The Contractor shall be considered as having the legal status of an independent contractor *vis-à-vis* UN-WOMEN. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UN-WOMEN.
2. **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.
3. **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 UN-WOMEN.
4. **SUBCONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UN-WOMEN for all sub-contractors. The approval of UN-WOMEN of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.
5. **INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UN-WOMEN, 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 worker'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. The obligations under this Article do not lapse upon termination of this Contract.
6. **INSURANCE AND LIABILITY:**
  - 6.1 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.
  - 6.2 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.
  - 6.3 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.
  - 6.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
    - 6.4.1 Name UN-WOMEN as additional insured;
    - 6.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UN-WOMEN;
    - 6.4.3 Provide that UN-WOMEN shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
  - 6.5 The Contractor shall, upon request, provide UN-WOMEN with satisfactory evidence of the insurance required under this Article 6.
7. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UN-WOMEN

against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UN-WOMEN.

8. **EQUIPMENT FURNISHED BY UN-WOMEN TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UN-WOMEN to the Contractor for the performance of any obligations under the Contract shall rest with UN-WOMEN, and any such equipment shall be returned to UN-WOMEN at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UN-WOMEN, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UN-WOMEN for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 9.1 Except as is otherwise expressly provided in writing in the Contract, UN-WOMEN shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UN-WOMEN under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN-WOMEN.

- 9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UN-WOMEN does not and shall not claim any ownership interest thereto, and the Contractor grants to UN-WOMEN a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

- 9.3 At the request of UN-WOMEN, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UN-WOMEN in compliance with the requirements of the applicable law and of the Contract.

- 9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UN-WOMEN, shall be made available for use or inspection by UN-WOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN-WOMEN authorized officials on completion of work under the Contract.

10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UN-WOMEN, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations or UN-WOMEN, or any abbreviation of the name of the United Nations or UN-WOMEN in connection with its business or otherwise without the written permission of the United Nations.

11. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 11.1 The Recipient shall:

- 11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 11.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.



11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:

- 11.2.1 any other party with the Discloser's prior written consent; *and*,
- 11.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees, officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:
  - 11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
  - 11.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
  - 11.2.2.3 for UN-WOMEN, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

11.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, of which UN-WOMEN is an integral part, the Contractor will give UN-WOMEN sufficient prior notice of a request for the disclosure of Information in order to allow UN-WOMEN to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

11.4 UN-WOMEN may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

## 12. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

12.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

12.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UN-WOMEN shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UN-WOMEN shall be entitled to consider the Contractor permanently unable to perform its obligations under the



Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

- 12.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UN-WOMEN is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

### 13. TERMINATION:

- 13.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
- 13.2 UN-WOMEN may terminate forthwith this Contract at any time should the mandate or the funding of UN-WOMEN be curtailed or terminated, in which case the Contractor shall be reimbursed by UN-WOMEN for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 13.3 In the event of any termination by UN-WOMEN under this Article, no payment shall be due from UN-WOMEN to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 13.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UN-WOMEN may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UN-WOMEN of the occurrence of any of the above events.
- 13.5 The provisions of this Article 13 are without prejudice to any other rights or remedies of UN-WOMEN under the Contract or otherwise.

14. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

15. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UN-WOMEN shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UN-WOMEN shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

### 16. SETTLEMENT OF DISPUTES:

- 16.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.
- 16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or

any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, of which UN-WOMEN is an integral part.

18. **TAX EXEMPTION:**

18.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, of which UN-WOMEN is an integral part, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UN-WOMEN from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UN-WOMEN to determine a mutually acceptable procedure.

18.2 The Contractor authorizes UN-WOMEN to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN-WOMEN before the payment thereof and UN-WOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UN-WOMEN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UN-WOMEN shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UN-WOMEN and paid by the Contractor under written protest.

19. **MODIFICATIONS:** Pursuant to the financial regulations and rules of UN-WOMEN, only the Director of Management and Administration at Headquarters in New York, or such other contracting authority as UN-Women has made known to the Contractor in writing, (“Authorised Representative”), possesses the authority to agree on behalf of UN-WOMEN to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UN-WOMEN unless provided by an amendment to this Contract signed by the Contractor and the Authorised Representative.

20. **AUDITS AND INVESTIGATIONS:**

20.1 Each invoice paid by UN-WOMEN shall be subject to a post-payment audit by auditors, whether internal or external, of UN-WOMEN or by other authorized and qualified agents of UN-WOMEN at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UN-WOMEN shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UN-WOMEN other than in accordance with the terms and conditions of the Contract.

20.2 UN-WOMEN may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UN-WOMEN access to the Contractor’s

premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UN-WOMEN hereunder.

**21. LIMITATION ON ACTIONS:**

21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

**22. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle

UN-WOMEN to terminate the Contract or any other contract with UN-WOMEN immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**23. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UN-WOMEN in connection with the performance of its obligations under the Contract. Should any authority external to UN-WOMEN seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UN-WOMEN and provide all reasonable assistance required by UN-WOMEN. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UN-WOMEN, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UN-WOMEN.

**24. OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UN-WOMEN any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UN-WOMEN or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

**25. OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UN-WOMEN, as such obligations are set forth in the UN-WOMEN vendor registration procedures.

**26. CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

**27. MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**28. SEXUAL EXPLOITATION:**

28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services

under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

- 28.2 UN-WOMEN shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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