



United Nations Population Fund
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Date: *October 4, 2021*

REQUEST FOR QUOTATION (RFQ) RFQ N° UNFPA/BLR/RFQ/2021/011

Dear Sir/Madam,

UNFPA is planning a Digital Campaign on Active Ageing, and hereby solicits a quotation for the following service:

Development, production and realization of Digital Awareness Campaign on Active Ageing.

This Request for Quotation is open to all legally-constituted companies that can provide the requested services and have legal capacity to deliver in the country, or through an authorized representative.

I. About UNFPA

UNFPA, the United Nations Population Fund (UNFPA), is an international development agency that works to deliver a world where every pregnancy is wanted, every child birth is safe and every young person's potential is fulfilled.

UNFPA is the lead UN agency that expands the possibilities for women and young people to lead healthy sexual and reproductive lives. To read more about UNFPA, please go to: [UNFPA about us](#)



II. TERMS OF REFERENCE – Active Ageing

Background

Population ageing is one of the most significant trends of the 21st century. People are living longer because of better nutrition, sanitation, health care, education and economic well-being. At the same time, as long as fertility rates continue to decline and life expectancy continues to rise, older people will steadily increase as a proportion of the population.

People aged 60 and older make up 12.3% of the global population, and by 2050, that number will rise to almost 22%.

In Belarus there is 1.5 million senior citizens (65+ y.o.), which is more than 15% of the population. This number will gradually increase and will reach up to 20% by 2030.

Although an ageing world poses social and economic challenges, the right set of policies can equip individuals, families and societies to address these challenges and to reap its benefits.

If ageing is to be a positive experience, longer life must be accompanied by continuing opportunities for health, social and economic participation and security.

The term “active ageing” (активное долголетие) was adopted by the World Health Organization in the late 1990s. It is meant to convey a more inclusive message than “healthy ageing” and to recognize the factors in addition to health care that affect how individuals and populations age.

The active ageing approach is based on the recognition of the human rights of older people and the United Nations Principles of independence, participation, dignity, care and self-fulfillment. It shifts strategic planning away from a “needs-based” approach (which assumes that older people are passive targets) to a “rights-based” approach that recognizes the rights of people to equality of opportunity and treatment in all aspects of life as they grow older. It supports their responsibility to exercise their participation in the socio-economic development process and other aspects of community life.

Active ageing is the process of optimizing opportunities for health, social and economic participation and security in order to enhance quality of life as people age.

Active ageing applies to both individuals and population groups. It allows people to realize their potential for physical, social, and mental wellbeing throughout the life course and to participate in society according to their needs, desires and capacities, while providing them with adequate protection, security and care when they require assistance.

The word “active” refers to continuing participation in social, economic, cultural, spiritual and civic affairs, not just the ability to be physically active or to participate in the labour force. Older people who retire from work and those who are ill or live with disabilities can remain active contributors to their families, peers, communities and nations. Active ageing aims to extend healthy life expectancy and quality of life for all people as they age, including those who are frail, disabled and in need of care.

Ageing takes place within the context of others – friends, work associates, neighbours and family members. This is why interdependence as well as intergenerational solidarity (two-way giving and receiving between individuals as well as older and younger generations) are important tenets of active ageing. Yesterday’s child is today’s adult and tomorrow’s grandmother or grandfather. The quality of life they will enjoy as grandparents depends on the risks and opportunities they experienced throughout the life course, as well as the manner in which succeeding generations provide mutual aid and support when needed.



Active ageing policies and programmes recognize the need to encourage and balance personal responsibility (self-care), age-friendly environments and intergenerational solidarity. Individuals and families need to plan and prepare for older age, and make personal efforts to adopt positive personal health and social practices at all stages of life. At the same time age-friendly environments are also important to ensuring not only safety, health and independence of older persons but encourage them to live active, fulfilled life positive experiences with friends, relatives and society.

Traditionally older persons play important social roles in assisting their children, taking on care responsibilities, performing household tasks or working as volunteers in the community. Older persons are also important as leaders, providing wisdom and advice to younger generations and playing a role in conflict resolution within families, in communities and even in emergency situations.

Social roles in later life improve health and well-being but after retiring from work, people may lose roles that provide them with purpose and social contacts, making older persons vulnerable to exclusion. Potential obstacles to equal social participation of older persons include poverty, poor health, low educational levels, lack of transportation, access to services (including digital) and age discrimination. In this context, achieving social integration and participation has many aspects. It brings all social groups and individuals into the political, social, cultural and economic structures of a society so that they can participate in the decision-making process on issues that concern them.

As important as participation in the social and political spheres is integration in the economic realm. Older persons have gathered substantive experience throughout their lives. They should be enabled to capitalize on this experience, for example by pursuing entrepreneurial activities and joining the labour market. The workplace provides income as well as social networks and a sense of being needed and contributing productively to a society to people of all ages. Many employees who reach retirement age still feel healthy and fit enough to continue working. Others depend on the income and may choose to continue working for that reason.

To make productive use of resources and competencies available in society, older persons should be positively valued for the contributions they make. Ageing should be considered as an opportunity and source of wisdom and valuable experience and negative stereotypes should be reduced and finally eliminated. Rather than portraying older persons as a drain on the economy in terms of escalating health care and pension costs, the positive contribution of an active, healthy and productive older population should be highlighted – from caregiving to starting entrepreneurial activities or becoming volunteers in their communities. Older persons are important repositories of the society's history and values. Such messages can be transported through special days or even weeks dedicated to older persons, via image campaigns or popular movies and through the mass media. Journalists may be trained and educated about how to avoid conventional stereotypes and how to use appropriate language.

Ultimately, the view of older persons will depend on their own actions. The way they are seen by others will also depend on how they see themselves. Ageing stereotypes very often are also self-stereotypes. Therefore, older persons themselves should be empowered to be self-confident and positive about their role, thus inspiring the related discourse.



Purpose and Scope of Assignment

The agency is required to develop, produce and implement Digital Awareness Campaign on Active Ageing through human interest stories of actual protagonists/characters and their environment.

The agency is required to manage and implement digital activities to help achieve the following objectives:

- Discover what active ageing is and its integral parts – self-fulfillment, social roles, health, economic and political participation, etc.
- Raise awareness among target audiences that active ageing is possible and feasible in our local environment thru various options;
- Encourage target audiences to learn more about active ageing and available opportunities (including self-awareness for younger population);
- Encourage older adults to live new experiences and realize long-held dreams or delayed plans.

General Provisions

The agency must be able to deal with all the complex elements of a digital campaign development and implementation – the agency will be responsible for the media strategy, content development and production, media buying, content placing, reporting and performance optimization of the online digital campaign if needed.

The contractor will be working directly with UNFPA staff: Communication Specialist and Head of the Office, as well as recommended consultants and advisors, if needed/required.

Therefore, it is considered essential for the agency to comply with the following requirements:

- A proven track record with video projects, digital (marketing) campaigns, experience in online media planning and media buying, Social Media, email marketing, content marketing and banner advertising, paid search, etc.
- Have all licenses/permissions to be borne/local by supplier.

Timeframes of the Campaign

End October – December 2021

Target audiences

1. Men and women aged 65+, Belarus wide;
2. Children and grandchildren of people aged 65+.

Products – Compulsory Elements

- a set of 10-12 video interviews (5-7 minutes each) with older people including celebrities and next-door persons who live active/fulfilled life and ready to share their experience publicly (question list will be provided by UNFPA and can be expanded if recommended by agency). Video interview versions include most bright, vivid answers and are not supposed to include all answers;



- set of graphics to unite all video and visual products and make it visually unique;
- for every protagonist a set of short video quotes cut by '1 question – 1 answer';
- every interview is accompanied by comments received from 1-3 representatives of protagonist' close environment (children, grandchildren, colleagues, friends, etc.) to reveal the personality comprehensively;
- transcripts with full text of the interview (literary adaptation);
- photo session (including necessary accessories, make-up, dressing, etc.) for every protagonist, discovering their personality, activities, skills, environment, etc. Photo session should result in a set of 10-13 processed photos per protagonist.
- a set of 3-5 photo quotes for every protagonist including their picture and text;
- set of comics (cartoon or mixed technique/collage) to show 2-3 powers of a protagonist;
- 1-2 animated 'love cards' per every protagonist (could be gifs or any other 'moving' format) discovering intergenerational ties (grand-parents & grand-children, for example) and values or/and skills exchange.

Products – Other Elements

- Communication products may include, but not limited to, social media/web ads, banners, posts/test, quizzes, contests, e-mails, expert opinions, human interest stories, broadcasts, artwork, motions, videos, animation, posters, factsheets, infographics, articles of different nature, etc.
- It is expected that the agency will propose the necessary optimal combinations of products, including the compulsory list, most consistent with the selected channels and the objectives of the campaign.

Languages

- All products should be produced in Russian or/and Belarusian;
- All video products should be subtitled in English (English translation will be provided by UNFPA);
- Photo quotes and comics should be done in English, too (English translation will be provided by UNFPA).

Digital Platforms

- UNFPA Belarus Accounts in Facebook and Instagram are obligatory;
- Other platforms according to agency's recommendations.

Strategic Planning

- Provide overall account management including a dedicated account team;
- Develop, organize, conduct video and photo shootings, including respectful and convenient logistics for protagonists;
- Sign Media Consent Forms with all protagonists and their engaged environment (the Media Consent Form will be provided by UNFPA);



- Design and develop a digital acquisition strategy;
- Develop weekly media plans (with weekly iterations) which leverages a diverse set of audience acquisition strategies and channels to reach new audiences;
- Manage all aspects of the paid media campaign;
- Provide ongoing strategic advice and planning based on results; constantly optimize for the best possible CPA/ROI and adjust media plan accordingly;
- Provide weekly updates on the process of campaign through detailed weekly reports and analytics;
- Monitor and report on all key metrics;
- Participate in weekly call/meetings with UNFPA staff;
- Provide weekly and final qualitative and quantitative analytics report and evaluation on the impact of digital campaign including key metrics;
- Provide optimization and performance evaluation to achieve better results and increase the engagement.

Deliverables:

1. to be provided as a part of Technical Proposal:

- Brief description of proposed channels/platforms, etc. of communication to have a presence;
- Brief description of the Content strategy that includes 'Compulsory elements list' and describes what type of content (compulsory and other) should gain the most engagement with target audiences and list a Collection of social media-worthy content/product;
- A set of references discovering visual style and approach *or* specifically designed set of sketches to illustrate the style and approach.

2. to be delivered thru the preparation and implementation phases:

- Developed description of channels/platforms, etc. of communication to have a presence;
- Developed Content strategy;
- Specifically designed set of sketches to illustrate the style and approach.
- Outline Brand's social media presence (voice, photo/image style, hashtags and messaging, etc.);
- Develop title, slogan, unique hashtags of the digital campaign;
- Produce all content/products including videos, photos, comics, artwork, motions, videos, animation and other content required for placement on social media channels;
- Interviewer, photographer and videographer should be agreed with UNFPA before contacting them;
- Liaise with 2-4 Belarus celebrities 65+ y.o. to be the part of the campaign; potential candidates should be agreed with UNFPA before contacting them;
- Liaise with 2-4 online influencers (personalities, medias, channels, etc. to be agreed with UNFPA prior to any communication) to support the campaign and provide them with the material for 1-3 collaborations during the campaign.



- Provide all developed content/products in web and native/editable files aggregated at cloud storage or delivered with any other digital media.
- Provide all and full photo (RAW inclusive) and video materials.
- Provide all signed Media Consent Forms in hard copies and digital files.

Rights

UNFPA is the exclusive owner of all materials produced and has the right to change and reproduce The Deliverables, if & when needed.

Qualifications or specialized knowledge/experience required

- Professional company, no less than 5 years of experience, with finalized projects in video and photo production, digital campaigns, social marketing, animation, marketing or/and advocacy materials (with clear case references).
- Qualification and availability of personnel to carry out a given amount of work[^]
 - 1 strategic/artistic director;
 - 1 videographer;
 - 1 photographer;
 - 1 designer;
 - 1 motion designer;
 - 1 copywriter;
 - 1 community manager;
 - 1 targetologist.
- Agency portfolio and CVs of the professionals mentioned in Section VI 'Overview of Evaluation Process', should be provided within commercial offer.
- Experience of key employees in the implementation of similar social projects, not less than 3 projects.
- Experience with UN agencies, other international, non-profit and civil society organizations and professional achievements or awards received by organization or employees in the field of video/photo production, communications and social and digital advertising.

III. Questions

Questions for further clarification can be asked during the **online debriefing** that will take place on **October 8, 2021, at 14.00-15.30 p.m.**

Zoom link will be provided by UNFPA to all agents confirmed their interest by e-mail novichenok@unfpa.org with the subject 'RFQ_2021_011 Debriefing'.

The **deadline for the debriefing requests** is no later than **October 7, 2021, at 15.00 p.m.**

IV. Content of quotations

Quotations should be submitted in a single email whenever possible, depending on file size.



Quotations must contain:

1. **Technical proposal**, consisting of:
 - i. response to the requirements outlined in the “Deliverables, part 1”, Section II of this TOR,
 - ii. tentative operating schedule describing operational flow and timeframes (in working days);
 - iii. response to requirements outlined in “Qualifications or specialized knowledge/experience required”. Section II of this TOR;
2. **Financial Proposal**, consisting of Price Quotation to be submitted strictly in accordance with the price quotation form. Quotations could be submitted in BYN or USD. The currency of the quotation will be the currency of the contract in case of award.

Quotations should be submitted in two separate files:

1. Technical proposal,
2. Financial proposal.

As well, other support documentation relevant to the abovementioned TOR, should be submitted within a single e-mail or additionally.

Both parts of the quotation must be signed by the bidding company’s relevant authority and submitted in PDF format.

The evaluation will be carried out in a two-step process. Technical proposals will be evaluated for technical compliance, and only companies that meet the conditions and requirements of the RFQ, will be reviewed with financial proposals.

V. **Instructions for submission**

Proposals should be prepared based on the guidelines set forth in Section III above, along with a properly filled out and signed price quotation form, and are to be sent by email to the contact person indicated below no later than **Thursday, October 18, 2021 at 23.59 p.m.**, Minsk Time.

Name of contact person at UNFPA:	<i>UNFPA Office in Belarus</i>
Email address of contact person:	procurement-belarus@unfpa.org

Please note the following guidelines for electronic submissions:

- The following reference must be included in the email subject line: **RFQ № UNFPA/BLR/RFQ/2021/011 – Active Ageing**. Proposals, including both technical and financial proposals, that do not contain the correct email subject line may be overlooked by the procurement officer and therefore not considered.
- The total email size may not exceed **20 MB (including email body, encoded attachments and headers)**. Where the technical details are in large electronic files, it is recommended that these be sent separately before the deadline.



- Any quotation submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of any quotation by UNFPA. UNFPA is under no obligation to award a contract to any bidder as a result of this RFQ.

VI. Overview of Evaluation Process

Quotations will be evaluated based on 1. the technical proposal and 2. the total cost of the services (price quote).

The evaluation will be carried out in a two-step process by an ad-hoc evaluation panel. Technical proposals will be evaluated for technical compliance prior to the comparison of price quotes.

UNFPA will review technical proposals. Only companies that receive 65 or more points for technical proposals and meet the conditions and requirements of the RFQ, will be reviewed with financial proposals.

Total points that can be received by a company for technical and financial proposals, is 100.

Technical proposals will be evaluated for compliance with the requirements specified in Section II (Terms of Reference) and in accordance with the evaluation criteria below.

Evaluation criteria	[A] maximum points	[B] Points awarded to service provider	[C] Proportion (%)	[B] x [C] = [D] Total points
Evaluation Criteria based on Competitive Task				
Creative approach in the development of design/visual solutions in accordance with the ToR. User friendly visual decisions to match perception of the target group.	100		55%	
Elaboration, depth and nicety of the application development for the subsequent provision of the requested services in accordance with the submitted ToR.	100		15%	
Evaluation Criteria re: General Provisions of the TOR				
Qualification and availability of personnel to carry out a given amount of work (at least 1 strategic/artistic director; 1 videographer; 1 photographer; 1 designer; 1 motion designer; 1 copywriter; 1 community manager; 1 targetologist) – 70 points; 10 points for each additional specialist (designer/cartoonist, copywriter, video-editor), but not more than 100 points in total.	100		10%	



Professional company, not less than 5 years of experience, with finalized projects in digital campaigns, video production, social marketing, animation, marketing or/and advocacy materials (80 points for 8 years; 2 points for each additional year but not more than 100 points in total).	100		7%	
Experience of key employees in the implementation of similar social projects not less than 3 projects (50 points for 3 projects, 10 points for each additional project, but not more than 100 points in total).	100		7%	
Experience with UN agencies, other international, non-profit and civil society organizations (20 points for each agency contract or each partnership of key employees, but not more than 100 points in total).	100		3%	
Professional achievements or awards received by organization or employees in the field of brand development (20 points for each award but not more than 100 points in total).	100		3%	
Total	700		100%	

This scale will be used to ensure the objectivity of the assessment (criterion 1 and 2):

Relevance to the requirements of the TOR (Section II)	Points out of 100
Significantly exceeds requirements	90 – 100
Exceeds requirements	80 – 89
Meets the requirements	70 – 79
Partially compliant with the requirements	1 – 69
Does not meet the requirements or the information provided is not sufficient to assess	0

Financial Assessment

Only companies that receive 65 or more points for technical proposals and meet the conditions and requirements of the RFQ, will be reviewed with financial proposals.



Price offers will be evaluated on the basis of compliance with the requirements of the price offer form. The maximum number of points (100 points) will be given to the lowest final price provided within the price offer. All other price offers will receive points in inverse proportion according to this form:

$$\text{Financial Assessment (points)} = \frac{\text{Lowest price}}{\text{Evaluated price offer}} \times 100 \text{ (maximum points)}$$

Total score

The total score for every proposal will be the weighted total of the technical and financial assessment. The maximum total score is 100.

Total score = 70% Technical proposal points + 30% financial proposal points.

VII. Award Criteria

In case of a satisfactory result from the evaluation process, UNFPA intends to award a Professional Service Contract on a fixed-cost basis or ceiling prices basis to the Bidder(s) that obtain maximum total score.

VIII. Right to Vary Requirements at Time of Award

UNFPA reserves the right at the time of award of contract to increase or decrease, by up to 20%, the volume of services specified in this RFQ without any change in unit prices or other terms and conditions.

IX. Payment Terms

UNFPA payment terms are net **30** days upon receipt of invoice and delivery/acceptance of the milestone deliverables linked to payment as specified in the contract.

X. Fraud and Corruption

UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. UNFPA's Policy regarding fraud and corruption is available here: [Fraud Policy](#). Submission of a proposal implies that the Bidder is aware of this policy. Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor 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 vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers. A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at [UNFPA Investigation Hotline](#).



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XI. Zero Tolerance


UNFPA has adopted a zero-tolerance policy on gifts and hospitality. Suppliers are therefore requested not to send gifts or offer hospitality to UNFPA personnel. Further details on this policy are available here: [Zero Tolerance Policy](#).

XII. RFQ Protest

Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint to the UNFPA Country director for Belarus Mr. Jaime Nadal with a copy to at Administrative/Finance Associate in Belarus CO Ms. Evgenia Cherkun at nadal@unfpa.org and cherkun@unfpa.org. Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief, Procurement Services Branch at procurement@unfpa.org.

XIII. Disclaimer

Should any of the links in this RFQ document be unavailable or inaccessible for any reason, bidders can contact the Procurement Officer in charge of the procurement to request for them to share a PDF version of such document(s).

Olga Atroshchanka, 
Head of the office
Belarus CO
United Nations Population Fund (UNFPA)



ANNEX I: General Conditions of Contracts: 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* UNFPA. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA.
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 UNFPA.
4. **SUBCONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNFPA for all sub-contractors. The approval of UNFPA 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, UNFPA, 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 UNFPA as additional insured;
 - 6.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;
 - 6.4.3 Provide that UNFPA 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 UNFPA 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 UNFPA 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 UNFPA.
8. **EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, 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 UNFPA 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, UNFPA 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 UNFPA 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 UNFPA.
 - 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, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA 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 UNFPA, 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 UNFPA 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 UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.
10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations and UNFPA, or any abbreviation of the name of the United Nations and UNFPA in connection with its business or otherwise without the written permission of the United Nations and UNFPA.
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 the United Nations, 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, including UNFPA, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Information in order to allow UNFPA 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 UNFPA 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, UNFPA 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, UNFPA 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 UNFPA is engaged in, preparing to engage in, or disengaging from any 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 UNFPA may terminate forthwith this Contract at any time should the mandate or its funding be curtailed or terminated, in which case the Contractor shall be reimbursed by UNFPA 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 UNFPA under this Article, no payment shall be due from UNFPA 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, UNFPA 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 UNFPA 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 UNFPA 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, UNFPA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNFPA 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, including its subsidiary organs.

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, including its subsidiary organs, 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 UNFPA from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.
- 18.2 The Contractor authorizes UNFPA to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNFPA before the payment thereof and the UNFPA has, in each instance,



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specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNFPA with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNFPA shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNFPA and paid by the Contractor under written protest.

19. **MODIFICATIONS:** Pursuant to the Financial Regulations and Rules of UNFPA, only the Chief of the Procurement Services Branch of UNFPA or such other contracting authority as made known to the Contractor in writing, possesses the authority to agree on behalf of UNFPA 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 UNFPA unless provided by an amendment to this Contract signed by the Contractor and the Chief of the Procurement Services Branch of UNFPA or such other contracting authority.

20. **AUDITS AND INVESTIGATIONS:**

20.1 Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA or the United Nations or by other authorized and qualified agents of UNFPA or the United Nations 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. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.

20.2 UNFPA 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 UNFPA 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 UNFPA or the United Nations 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 UNFPA to terminate the Contract or any other contract with UNFPA 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 UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. 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 UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.

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 UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA 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 UNFPA, as such obligations are set forth in the United Nations and UNFPA vendor



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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 UNFPA 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.