
DATE: 28/03/2017

REQUEST FOR EXPRESSION OF INTEREST: No. EOI/2017/854

FOR THE PROVISION OF PAID MEDIA CAMPAIGN, MEDIA BUYING SERVICES

CLOSING DATE AND TIME: 12/05/2017 – 23:59 hrs CET

The UN General Assembly established the Office of the United Nations High Commissioner for Refugees (UNHCR) in 1950 to provide protection and assistance to refugees and other forcibly displaced people. In more than six decades, the agency has helped tens of millions of people to restart their lives. Today, UNHCR is one of the world's principal humanitarian agencies; its staff of more than 7,600 personnel help more than 36.4 million people in more than 126 countries. Staff members work in a diversity of locations and conditions including in our Geneva-based Headquarters and more than 300 field locations.

Since 2011, UNHCR has been working with a global digital media-buying agency to help develop strategy and run media campaigns on digital channels for the purpose of awareness building and financial support. Respectively, UNHCR has also been working with a global direct response television (DRTV) agency to conceive of and manage paid television advertising campaigns that raise support and funds for UNHCR.

Digital media-buying agencies can help UNHCR with: creating a global digital media-buying framework that has been applied locally in a number of regions; establishing a best-practice approach to digital campaign measurement and digital multi-channel measurement; global advertising test-and-learn strategies and plans for awareness-building, emergency fundraising, global campaigns, lead-generation and fundraising; strategies for site-side and content optimisation; securing free media across digital and offline channels; and establishing ongoing media strategies and optimisation techniques for UNHCR's use of search engine marketing, content placement, lead generation, display advertising, mobile marketing, video (marketing) and social media advertising.

UNHCR has a desire to establish a pool of vendors who will participate in a future tender for the provision of Paid Media Campaign, Media Buying Services.

UNHCR therefore invites all interested suppliers to carefully follow the instructions described below.

1. REQUIREMENTS

UNHCR has an ambitious fundraising strategy that endeavours to capitalise on support and funds from the public and private sectors through a variety of channels, including digital, television and other appropriate offline channels. It is recognised that multi-channel paid media campaigns – predominantly on digital channels – are fundamental to further building awareness of and support for UNHCR's cause.

UNHCR will be seeking international media-buying agencies to help manage its paid advertising campaigns to better integrate all media channels, including both digital engagement and fundraising campaigns and offline campaigns.

It is essential that any multi-channel media-buying agency that responds to this EOI is able to demonstrate their core-digital competency. In line with external global audience media consumption trends, the digitisation of offline channels, and the 'digital-first' component of UNHCR's engagement strategy, a key objective of this EOI is that the majority of UNHCR's paid advertising campaigns will run on digital channels, with some investment on DRTV and other appropriate offline channels. Thus an inherent understanding of digital channels is a fundamental requirement for any agency that wishes to respond to this EOI.

UNHCR will be engaging the selected media-buying agenc(ies) to lead on global and regional paid media campaigns, including ongoing donor acquisition campaigns. UNHCR seeks to become the leading organisation within its sector to successfully achieve a fully-integrated approach to paid media campaigns on an International and/or regional level.

With this, UNHCR requires an agency with a global and/or regional presence and international offices and teams.

The agenc(ies) to be considered to build upon the existing global learnings from UNHCR's previous campaigns – around creative themes, media placements, channel mix and audience behaviour – to be able to ensure that UNHCR is cost-effectively growing its supporter base and funds raised for the field.

UNHCR invites agencies with the required digital specialisations to respond to the core areas of this EOI. Agencies must have the capacity to deliver campaigns in these areas on a global level and/or regional level, as required by UNHCR.

Agencies are requested to confirm capability or experience in all of the core service described in this EOI.

- 1) A core digital competency and offering;
- 2) A global reach with offices across the world. Or
The ability to remotely execute paid media campaigns and provide account service regionally.

Core Requirements

Core areas:

- a) Paid media campaign services – global multichannel campaigns**
- b) Paid media campaign services – social media marketing**
- c) Paid media campaign services – search engine marketing and Display**

The specific requirements that UNHCR seeks for each of the three core service areas are outlined below:

a) Paid media campaign services – global multi-channel campaigns – Requirements:

To develop and execute results-oriented (based on ROI), multi-channel paid media campaigns and ongoing media programs, based on previous learnings. The agency will be responsible for global cross-channel media buying strategy, planning, execution, and ongoing campaign management, globally and on a regional level. The paid media campaigns could incorporate a combination of the following types of marketing:

- *Paid search engine advertising (see c)*

- *Social media marketing (see b)*
- *Online display advertising (including new forms of display advertising such as real-time bidding and re-targeting) (see c)*
- *Mobile and in-application advertising*
- *Digital video advertising*
- *Fundraising DRTV media buying*
- *Affiliate marketing*
- *Permission-based eDM*
- *Content marketing and native advertising*
- *Online sponsorship marketing*
- *Online lead generation marketing campaigns*
- *Other suitable forms of paid and pro-bono advertising for the purposes of awareness building, supporter growth, lead-generation and financial conversion to ongoing and one-off donations.*
- *To develop content materials as needed in various languages.*

Paid media campaign services – monitoring, reporting, analysis – Requirements:

To provide best-practice reporting and analysis on both multi-channel and single-channel media performance, including reporting and recommendations on:

- *Advertising data: impressions, clicks, spots, reach, frequency etc.*
- *Cost data: media rates, ad-serving rates, effective CPM, effective CPC, and effective CPP etc.*
- *Conversion data: donations, non-financial actions, conversion rates, CPA etc.*
- *Cross-channel performance (e.g. online donations from traditional DRTV)*
- *Market and competitive landscape trends*
- *Technology trends and how these affect paid advertising campaign performance.*
- *Return on investment analysis and reporting on specific channels and multi-channels.*

Paid media campaign services – analysis and optimisation - Requirements

To continually optimise the paid advertising campaigns towards financial and non-financial targets, based on data. This will include:

- *Adjusting media as required (e.g. investment levels, ROI, channels, bids, etc.)*
- *Adjusting creative as required (e.g. pausing ads, creating new marketing copy, adjusting creative etc.)*
- *Providing market, audience and competitor insights to UNHCR to aid campaign development*
- *Providing performance-based recommendations for in-campaign ad creative adjustments*
- *Providing performance-based recommendations for online and offline conversion paths (such as website, social media, DRTV call to actions) and content in order to improve audience engagement and conversion levels*
- *Providing and assisting with the implementation of tracking – where required – to measure optimisation changes*

Paid media campaign services – analytics and reporting framework - Requirements

To maintain a robust analytics and reporting framework for the purposes of measuring multi-channel and single-channel activity. This will involve:

- *Working with UNHCR to review and expand upon the current set of metrics for analysing media and creative performance for paid media campaigns across a number of channels (including the performance of any relevant communication*

initiatives that affect paid advertising campaigns. e.g. social media content, in-house email program, media coverage etc.)

- *Creating a global solutions-based/cost-based recommendation on analytics platform(s) required, as well as the platforms currently being used to meet predetermined analysis requirements and optimise the paid advertising campaigns*
- *Leading the implementation of selected platform(s) and assisting local UNHCR offices with technical/ resource gaps as required;*
- *Producing a framework for reporting on and analysing paid media campaigns using measurable success metrics, based on individual campaign goals, including creation of templates for global and local campaign reporting;*
- *Assisting UNHCR with any ongoing tracking and analysis issues pertaining to media campaigns, across channels*
- *Assisting UNHCR with maintaining a robust analytics framework for tracking holistic digital channels performance, so that the impact of offline paid advertising campaigns on these channels be adequately measured. NOTE – we are currently using Google Tag Manager.*

Paid media campaign services – test and learn - Requirements

To provide support in the production of 'test and learn' initiatives which overlay the paid media campaigns and incorporate:

- *Automated multi-variant and/or AB testing*
- *Creative 'theme' testing*
- *Audience and target testing*
- *Context and media testing*
- *Ability to learn locally, and apply globally/regionally*

b) Paid media campaign services – Social media marketing – Requirements:

To strategize, develop and execute social media marketing campaigns on a global and regional basis. The agency will be responsible for social media paid marketing strategy, planning, execution, and ongoing campaign management, in regional markets that require this support and on a global level.

To report on social media marketing campaigns and engagement tactics as required by UNHCR.

To provide strategic support and analysis to the Strategic Communications Section of UNHCR as needed regarding:

- *How to use social media and digital content for campaigns;*
- *How to best use social media channels and tools to promote new initiatives;*
- *Trends in social media and how these can aid UNHCR's ongoing communications initiatives;*
- *Identifying influencers for UNHCR and advising on how to best engage with them;*
- *Cross-channel audience insights and engagement.*

To advise UNHCR on how best to monitor, report on and optimise social media marketing and engagement activities internally, as needed.

To develop content materials for social media on an as needed basis including advertising material, content calendars, posts etc.

To support UNHCR with internal social engagement strategies.

To advise UNHCR on new and emerging social media platforms and the best strategy for entry onto these platforms.

To support UNHCR with negotiating innovation strategies and exclusive advertising deals with social media marketing suppliers such as Facebook and Twitter.

c) Paid media campaign services – Search engine marketing and Display – Requirements:

To strategize, develop and execute paid search engine marketing programs on a local and global basis as needed (including management of UNHCR's Google Grants accounts where needed).

To report on search engine marketing programs on a weekly and monthly basis, and as required by UNHCR offices around the world and the International team.

To provide strategic support and analysis to the Strategic Communications Section of UNHCR as needed regarding:

- o *Search engine marketing and display solutions for World Refugee Day*
- o *How to best use search engine marketing to promote new initiatives;*
- o *Trends in search (SEM and SEO) and how these can aid UNHCR's ongoing communications initiatives;*

To advise UNHCR on how to best optimise web presences for organic search (SEO).

To develop content materials for search engine marketing and Display ads as needed in various languages.

To support UNHCR with negotiating innovation strategies and exclusive advertising deals with search engine providers such as Google, Yahoo and Bing.

Online display advertising (including new forms of display advertising such as real-time bidding and re-targeting)

2. QUALIFICATIONS:

The media-buying agencies should have following minimum qualifications and/or experience:

- A core digital competency (shown through the digital team's structure and skillset, as well as client references).
- A proven track record in delivering innovative and up-to- date, paid media campaign solutions with a predominant focus on digital channels.
- Relevant recent experience in working on similar requirements preferably with International non-profit agencies or United Nations organisations.
- Account service teams with experience working with large international non-profit organisations or United Nations organisations.
- Experience working in a collaborative manner with other types of agencies as needed, such as a branding or research agencies.

For Global Agencies (including all Regions):

- Global presence – The agenc(ies) must have a reach with offices around the world in the many European and Asian markets where UNHCR undertakes its supporter engagement and fundraising activities. The sponsors for this project are based in Copenhagen, Denmark, and Geneva, Switzerland (International team). The day-to-day project management will require the agenc(ies) to be in contact with International and regional team colleagues in a multiplicity of regions around the world. Additionally, the agenc(ies) will need to provide local account service teams in the regions where UNHCR runs its engagement and fundraising work.

For Regional Agencies:

- Regional UNHCR teams currently run marketing activities in the following languages
 - English, French, Spanish, Brazilian, Flemish , Arabic, Japanese, Chinese, Thai, Italian, German, and Korean.
- Countries of specific relevance include UK, France, Benelux, Gulf, Korea, Hong Kong, Thailand, Philippines, Australia, and Canada, however other fundraising markets within the UNHCR network may also choose to use the agency.

3. INSTRUCTIONS:

3.1 SUPPLIERS REGISTRATION

For Registered Suppliers: If your company has already been registered with UNHCR during the last three years, you may ignore this part. You must ensure that the information and documentation (e.g. financial statements, address, contact name, etc.) provided in connection with your application are up to date.

For Suppliers not Registered: Supplier not yet registered with UNHCR should apply for registration. Please use the UNHCR Vendor Registration Form (ANNEX A) which should be completed and returned to UNHCR with the supporting documents as indicated in Section 3 below.

To be considered, your application must meet the following minimum requirements:

1. The services your company offers are of interest to UNHCR programmes.
2. Your company has media buying experience.
3. Your company has a minimum of three (3) years experience in the present field of business.
4. Your company accepts the UNHCR General Conditions of Contract for the Provision of and Payment Terms. See ANNEX B.
5. The UNHCR Vendor Registration Form is duly and fully completed, and signed.
6. The required documents are attached (company registration certificate, financial statements, detailed list of products/services, quality assurance certificates, and any other important documents related to your company).

Applications which do not meet the above indicated minimum requirements will not be retained nor acknowledged.

Please note that registration will take place with the suppliers whose services are of interest to UNHCR.

IMPORTANT:

Any false, incomplete or defective vendor registration may result in the rejection of the application or cancellation of an already existing registration.

3.2 QUALIFICATION PROCESS

Interested suppliers should send the below listed qualification documents and information as indicated in section 3:

1. Profile of the company
2. Detailed information on services required
3. Major clients and relevant experience
4. Previous experience preferably with International non-profit agencies or United Nations organisations

Prices are not required at this stage.



The cost of responding to this EOI is to be entirely born by the suppliers, whether they will be prequalified or not and whether they will be invited or not to participate in further bidding procedures.

IMPORTANT:

Only suppliers meeting UNHCR registration criteria and whose services have been approved by UNHCR will be invited to participate in the formal bidding process.

3.3 Request for clarification

Vendors are required to submit any request for clarification in respect of this EOI by e-mail to hercsik@unhcr.org.

The deadline for receipt of questions is 23:59 hrs CET on 20/04/2017.

IMPORTANT:

Please note that EOI Submissions are **not** to be sent to the staff member and e-mail addresses above.

UNHCR plans to reply to all questions shortly after they are received. UNHCR may, at its discretion, post the list of compiled questions on-line on UNGM and UNHCR websites.

4. EOI SUBMISSION:

Interested suppliers should send the required **qualification documents**, including the registration documents for suppliers not yet registered, no later than **12/05/2017, 23:59 hrs CET by e-mail ONLY to: hqmsbid@unhcr.org**.

Please be aware of the fact that the e-mail policy employed by UNHCR limits the size of attachments to a maximum of **5 Mb**.

Please indicate in the e-mail subject field:

- EOI Number
- Name of your firm
- Number of e-mails that are sent (example: 1/2, 2/2).




Isaac Mckenzi
Chief of Section
Procurement Service

The United Nations High Commissioner for Refugees (UNHCR)



UNHCR VENDOR REGISTRATION FORM – (Rev. Feb 10)

Section 1: Company Details and General Information

1. Name of Company:	
2. Street Address: Postal Code: City: Country:	3. P.O. Box and Mailing Address:
4. Tel:	5. Fax:
6. Email:	7. WWW Address:
8. Contact Name and Title:	
9. Email:	
10. Parent Company (Full legal / officially registered company name):	
11. Subsidiaries, Associates - name, city, country (attach a List if necessary):	
12. International Offices/Representation (Countries where the Company has local Offices/Representation):	
13. Type of Business (Mark one only): Corporate/ Limited: <input type="checkbox"/> Partnership: <input type="checkbox"/> Other (specify):	
14. Nature of Business: Manufacturer: <input type="checkbox"/> Authorised Agent: <input type="checkbox"/> Trader: <input type="checkbox"/> Consulting Company: <input type="checkbox"/> Other (specify):	
15. Year Established:	16. Number of Full-time Employees:
17. Licence no./State where registered:	18. VAT No./Tax I.D.:
19. Technical Documents available in: English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify) _____	
20. Working Languages: English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify) _____	

Section 2: Banking Information

21. Bank Name:	22. Branch Name:
23. Branch Address:	24. Tel. number:
	25. Fax number:
26. Bank Account Number:	27. Account Name:
28. Account currency:	29. Swift/Bank Identifier Code (BIC):
30. International Bank Account Number (IBAN):	
31. Routing Bank details (if applicable): full details to be provided as per above	
If multiple bank accounts exist that may be relevant to UNHCR, please provide details for each account.	

Section 3: Technical Capability and Information on Goods / Services Offered

32.. Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (please provide a Copy of your latest Certificate):

33. For Goods only, do those offered for supply conform to National/International Quality Standards?
 Yes No

34. List below up to a maximum of ten (10) of your core Goods/Services offered:

Description (one Line for each Item)	National/International Quality Standard to which Item conforms

Section 4: Experience

35. Annual Value of Total Sales for the last 3 Years:
 Year ____: USD _____ Year ____: USD _____ Year ____: USD _____

36. Annual Value of Export Sales for the last 3 Years:
 Year ____: USD _____ Year ____: USD _____ Year ____: USD _____

37. If available, please provide a copy of the company's latest annual or audited Financial Report. Please note that the latest audited financial report may be requested in case of a contract with UNHCR.
 Do you have outstanding bankruptcy, judgment or pending legal action that could impair operating as a *going concern*? Yes No
 If available, please provide Credit Rating by Dun and Bradstreet or equivalent:

38. Recent Contracts with the UN and/or other International Aid Organizations:

<u>Organization:</u>	<u>Value:</u>	<u>Year:</u>	<u>Goods/Services Supplied:</u>	<u>Destination:</u>
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____

39. To which Countries has your Company exported and/or managed Projects over the last 3 Years?

Section 5: UN Global Compact Initiative

40. Is your company aware of the UN Secretary General's Global Compact initiative, which can be viewed at <http://www.unglobalcompact.org>?

Yes No

If yes, have you signed up to this initiative or are you going to sign up to? Please state:

Section 6: Environment

41. Does your Company have a written Statement of its Environmental Policy? (If yes, please attach a Copy)

Yes No

42. Write down the name, qualification and contact details of your company's environmental focal point.

Name: _____ Qualification: _____ Telephone: _____ Email: _____

43. Does your organisation hold any accreditation such as ISO 14001 related to the environment?

Yes No If yes, please attach a copy.

Section 7: Anti Personnel Mines

44. By signing this VRF, potential vendor warrants and represents that neither it, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) is engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Please confirm by answering Yes or No below.

Yes No Any breach of this clause may lead to the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

Section 8: Child Labour

45. By signing this VRF, potential vendor warrants and represents that it is not engaged in any practice inconsistent with the Rights set forth in the Convention on the Rights of Child which 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 and physical, mental, spiritual, moral or social development. Do you agree with this?

Yes No Any breach of this clause may result in the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

Section 9: Official not to benefit

46. By signing this VRF, potential vendors confirm that they have read, understood and will comply with the UNHCR policy on the "zero tolerance" that strictly prohibits the acceptance of any type of gift and/or hospitality by UN staff members participating in the procurement process. Please confirm.

Yes No Any breach of this clause may lead to the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

Section 10: Others

47. Please list any Disputes your Company has been involved in with UN Organizations over the last 3 Years:

48. List any National or International Trade or Professional Organizations of which your Company is a Member.

49. Is your company already registered with the United Nations Global Marketplace (UNGM)? If so, please provide registration number.

50. Certification:

I, the undersigned, hereby accept the UNHCR General Conditions, a copy of which has been provided to me, and warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible:

51. **Self Declaration:** I, the undersigned, declare that:

(a) Our company is not involved in any fraudulent or corrupt activities and has not been in the past, and is not currently under any investigation for any such activities which would render our company unsuitable for business dealing with UNHCR.

(b) Our company is not on, or associated with a company or individual, groups, undertakings and entities that are on the consolidated list established and maintained by the committee established by the UN Resolution No. 1267 (www.un.org/sc/committees/1267/consolist.html).

(c) Our company is not on, or associated with a company or individual that are subject to the list of Independent Inquiry Committee into United Nations Oil-for-food programme (www.iic-offp.org).

(d) Our company is not currently removed, invalidated or suspended by any other UN Headquarters, or Field Offices or any other UN Agencies (including the World Bank)

Name:
Signature:

Functional Title:
Date:

Please mail completed form to*:

**United Nations High Commissioner for Refugees
Supply Management Service HQSF00
Chief, Procurement & Contracts Section
Ipoly utca 5a/b/c
1133 Budapest
Hungary**

***Registration form to be returned to the relevant UNHCR Office**

Companies that are registered with UNHCR and that have no purchase history over three years shall be inactivated. UNHCR may require new registration documentation from suppliers in case new business opportunity appears.

INSTRUCTIONS FOR COMPLETION

The form should be typewritten in uppercase and completed clearly and accurately ensuring that all questions are answered. The numbers below correspond to item numbers on the registration form:

Section 1:

1. Full name of company.
2. Full street address.
3. Full mailing address (including P.O. Box, if any).
4. Telephone number, including correct country and area codes.
5. Fax number, including country and area codes.
6. Email address.
7. WWW Address.
8. Provide name of person (including title) or department to whom correspondence should be addressed.
9. Provide email address of contact person.
10. Full legal name of parent company, if any.
11. Please provide, on a separate sheet if necessary, names and addresses of all subsidiaries & associates if any.
12. Please provide countries where the company has local offices or representation.
13. Please tick one box. If other; please specify.
14. Please tick one box. If other; please specify. If the company is a manufacturer of some products and a trader/agent of others which they do not manufacture, both boxes should be ticked.
15. Indicate the year in which the organization was established under the name shown in Item 1.
16. Indicate the total number of full-time personnel in the company.
17. Provide the license number under which the company is registered, or the State where it is registered.
18. Provide the VAT number or Tax I.D. of the company.
19. Please tick the boxes for which languages the company is able to provide technical documents. Please specify other languages.
20. Please tick the boxes for which languages the company is able to work in. Please specify other languages.

Section 2:

21. Full name of bank.
22. Name of branch.
23. Address where branch is located.
24. Telephone number, including correct country and area codes.
25. Fax number, including country and area codes.
26. Number of the company account.
27. Name in which the account is held (**important:** this should be the company name).
28. Currency of the account.

29. Swift code for the account.
30. International Bank Account Number (IBAN).
31. Should a routing be required for international payments, please provide full details of intermediate bank(s).

Section 3:

32. List any Quality Assurance Certificates (e.g. ISO 9000 series) that have been issued to your company and provide a copy of the latest certificates.
33. Indicate whether the company's products conform to national/international standards. If yes please attach copies of the certificates.
34. Please list up to 10 of the core goods/services offered. For each item, list the National/International Quality Standard to which it conforms.

Section 4:

35. Provide the total annual sales for the organization for the last 3 financial years in USD.
36. Provide the total export sales for the organization for the last 3 financial years in USD.
37. Please provide a copy of your most recent annual report or audited financial report. Please tick 'yes' or 'no' to reflect whether your company has any outstanding bankruptcy, judgment or pending legal action that could impair operating as a going concern? If available, provide a rating by Dun and Bradstreet or equivalent (specify which).
38. Enter the name(s) of UN organizations which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract. If you have had more than 5 of such contracts, please attach a separate sheet indicating the others. Documentary evidence of such contracts may be required, e.g. copies of purchase orders.
39. List export markets, in particular, all developing countries to which your company has exported over the last 3 years.

Section 5:

40. Please confirm if your company is aware of the UN Global Compact Initiatives – ten universally accepted principles of Human Rights, Labour, Environment and Anti-Corruption – by marking Yes or No. Also, please state if you have signed up to this initiative or you intend to do so.

Section 5:

41. The Earth Summit, held in Rio de Janeiro in 1992, emphasised the necessity to protect and renew the earth's limited resources. Agenda 21 was adopted by 178 governments and lays an emphasis for the UN to exercise leadership, i.e. towards promoting environmental sensitive procurement policies for goods and services. Please indicate whether your company has a written statement of its Environmental Policy and, if so, please provide a copy.
42. Provide the name, qualification and contact details (e-mail and telephone) of your environmental focal point.
43. Please indicate if your organisation holds any accreditation such as ISO 14001 related to the environment. If so, please enclose copies of such certification.

Section 7:

44. UNHCR expects all suppliers with whom it does business with to obey with the non-engagement in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. Please mark yes if you are in agreement and no if otherwise.

Section 8:

45. UNHCR expects all suppliers with whom it does business with to obey with the non-engagement in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, the International Labour Organization (ILO) Minimum Age Convention or the Prohibition and Immediate Elimination of the Worst Forms of Child Labour Convention. Please mark yes if you are in agreement and no if otherwise.

Section 9:

46. Official benefits: UNHCR adopted "zero tolerance" policy that strictly prohibits the acceptance of any type of gift and/or hospitality by UN staff members participating in the procurement process. Please confirm your acceptance by answering Yes or No if otherwise.

Section 10:

47. List all disputes with UN organizations which your organization has been involved in over the last 3 years. If more space is required, please use a separate sheet.
48. Provide details of all national and international trade or professional organizations to which your company belongs.
49. UNHCR accepts UNGM-registered companies into its database, subject to submitting a hardcopy of a complete set of vendor registration form with necessary attachments. The registration number provided by UNGM should be given.
50. Please read carefully the enclosed UNHCR General Term and Conditions, as signing of the form signifies acceptance. The form should be signed by the person completing it and their name and title should be typed, along with the date.

51. Please sign a self declaration stating that:

- (a) Your company is not involved in any fraudulent and corrupt activities and has not been in the past, and is not currently under any investigation for such activities which would render your company unsuitable for business dealing with UNHCR.
- (b) Your company is not on, or associated with a company or individual, groups, undertakings and entities that are on the consolidated list established and maintained by the committee established by the UN Resolution No. 1267 (www.un.org/sc/committees/1267/consolist.html)
- (c) Your company is not on, or associated with a company or individual that are subject to the list of Independent Inquiry Committee into United Nations Oil-for-food programme (www.iic-offp.org)
- (d) Your company is not currently removed, invalidated or suspended by the UN Headquarters or any of its field offices or any other UN agency Headquarters or any of their field offices.

GENERAL CONDITIONS OF CONTRACT

CONTRACTS FOR THE PROVISION OF SERVICES

1. **LEGAL STATUS OF THE PARTIES:** The United Nations Office of the High Commissioner for Refugees (“UNHCR”) and the Contractor shall also each be referred to as a “Party” hereunder, and:
 - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, UNHCR, as a subsidiary organ of the United Nations, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
 - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNHCR, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNHCR in connection with the performance of its obligations under the Contract. Should any authority external to UNHCR seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNHCR in writing and provide all reasonable assistance required by UNHCR. 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 UNHCR, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNHCR.
3. **RESPONSIBILITY FOR EMPLOYEES:** The following provisions shall apply:
 - 3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
 - 3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNHCR, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
 - 3.3 At the option of and in the sole discretion of UNHCR:
 - 3.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNHCR prior to such personnel’s performing any obligations under the Contract;
 - 3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNHCR prior to such personnel’s performing any obligations under the Contract; and,
 - 3.3.3 in cases in which, pursuant to Article 3.3.1 or 3.3.2, above, UNHCR has reviewed the qualifications of such Contractor’s personnel, UNHCR may reasonably refuse to accept any such personnel.
 - 3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
 - 3.4.1 UNHCR may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

- 3.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNHCR, which shall not be unreasonably withheld.
- 3.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
- 3.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 3.4.5 Any request by UNHCR for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNHCR shall not bear any liability in respect of such withdrawn or replaced personnel.
- 3.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNHCR officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of UNHCR with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 3.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNHCR shall:
- 3.6.1 undergo or comply with security screening requirements made known to the Contractor by UNHCR, including but not limited to, a review of any criminal history;
- 3.6.2 when within UNHCR premises or on UNHCR property, display such identification as may be approved and furnished by UNHCR security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNHCR for cancellation.
- 3.7 Not less than one working day after learning that any of Contractor's personnel who have access to any UNHCR premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNHCR about the particulars of the charges then known and shall continue to inform UNHCR concerning all substantial developments regarding the disposition of such charges.
- 3.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNHCR premises or on UNHCR property shall be confined to areas authorized or approved by UNHCR. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNHCR premises or on UNHCR property without appropriate authorization from UNHCR.
- 4. ASSIGNMENT:**
- 4.1 Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNHCR. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNHCR. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under the Contract, except with the prior written consent of UNHCR. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNHCR.
- 4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*



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- 4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,
 - 4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,
 - 4.2.3 the Contractor promptly notifies UNHCR about such assignment or transfer at the earliest opportunity; *and*,
 - 4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNHCR following the assignment or transfer.
5. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNHCR. UNHCR shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNHCR reasonably considers is not qualified to perform obligations under the Contract. UNHCR shall have the right to require any subcontractor's removal from UNHCR premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
6. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNHCR. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.
7. **INDEMNIFICATION:**
- 7.1 The Contractor shall indemnify, defend, and hold and save harmless, UNHCR, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNHCR, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
 - 7.1.1 allegations or claims that the possession of or use by UNHCR of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNHCR under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,
 - 7.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
 - 7.2 The indemnity set forth in Article 7.1.1, above, shall not apply to:
 - 7.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNHCR directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*
 - 7.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNHCR or another party acting under the direction of UNHCR made such changes.
 - 7.3 In addition to the indemnity obligations set forth in this Article 7, the Contractor shall be obligated, at its sole expense, to defend UNHCR and its officials, agents and employees, pursuant to this Article 7, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

7.4 UNHCR shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNHCR or any matter relating thereto, which only UNHCR itself is authorized to assert and maintain. UNHCR shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

7.5 In the event the use by UNHCR of any goods, property or services provided or licensed to UNHCR by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

7.5.1 procure for UNHCR the unrestricted right to continue using such goods or services provided to UNHCR;

7.5.2 replace or modify the goods or services provided to UNHCR, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,

7.5.3 refund to UNHCR the full price paid by UNHCR for the right to have or use such goods, property or services, or part thereof.

8. **INSURANCE AND LIABILITY:**

8.1 The Contractor shall pay UNHCR promptly for all loss, destruction, or damage to the property of UNHCR caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

8.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

8.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

8.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

8.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

8.2.4 such other insurance as may be agreed upon in writing between UNHCR and the Contractor.

8.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

8.4 The Contractor acknowledges and agrees that UNHCR accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

8.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNHCR, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

- 8.5.1 name UNHCR as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
- 8.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNHCR;
- 8.5.3 provide that UNHCR shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,
- 8.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNHCR.
- 8.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 8.7 Except for any self-insurance program maintained by the Contractor and approved by UNHCR for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNHCR. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNHCR with evidence, in the form of certificate of insurance or such other form as UNHCR may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNHCR reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 8.5.3, above, the Contractor shall promptly notify UNHCR concerning any cancellation or material change of insurance coverage required under the Contract.
- 8.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
9. **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 the United Nations 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 UNHCR.
10. **EQUIPMENT FURNISHED BY UNHCR TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNHCR to the Contractor for the performance of any obligations under the Contract shall rest with UNHCR, and any such equipment shall be returned to UNHCR at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNHCR, 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 UNHCR for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
11. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 11.1 Except as is otherwise expressly provided in writing in the Contract, UNHCR 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 UNHCR 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 UNHCR.
- 11.2 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, UNHCR does not and shall not claim any ownership interest thereto, and the Contractor grants to UNHCR 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.

11.3 At the request of UNHCR, 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 UNHCR in compliance with the requirements of the applicable law and of the Contract.

11.4 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 UNHCR, shall be made available for use or inspection by UNHCR at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNHCR authorized officials on completion of work under the Contract.

12. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS OR OF UNHCR:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the United Nations or UNHCR, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations or of UNHCR, or any abbreviation of the name of the United Nations or of UNHCR in connection with its business or otherwise without the written permission of UNHCR..

13. **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”)¹, shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient (“Recipient”) of such Information shall:

13.1.1 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*,

13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

13.2 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 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser’s prior written consent; *and*,

13.2.2 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:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

13.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

13.2.2.3 for UNHCR, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

13.3 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 UNHCR, the Contractor will give UNHCR sufficient prior notice of a request for the disclosure of Information in order to allow UNHCR to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 UNHCR 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.

¹ Information and data that is considered by UNHCR as proprietary and confidential includes, but is not limited to, data pertaining to refugees and persons of concern to UNHCR.

13.5 The Recipient shall not be precluded from disclosing Information that is (i) obtained by the Recipient without restriction from a third party who is not in breach of any obligation as to confidentiality to the owner of such Information or any other person, or (ii) disclosed by the Discloser to a third party without any obligation of confidentiality, or (iii) previously known by the Recipient, or (iv) at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 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.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

14.1 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.

14.2 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, UNHCR shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 15, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNHCR 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.

14.3 *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 UNHCR 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.

15. TERMINATION:

15.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 18 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

15.2 UNHCR may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNHCR applicable to the performance of the Contract or the funding of UNHCR applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNHCR may terminate the Contract without having to provide any justification therefor.

15.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNHCR, the Contractor shall, except as may be directed by UNHCR in the notice of termination or otherwise in writing:

15.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

- 15.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
- 15.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNHCR and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
- 15.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
- 15.3.5 transfer title and deliver to UNHCR the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
- 15.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNHCR thereunder;
- 15.3.7 complete performance of the work not terminated; *and,*
- 15.3.8 take any other action that may be necessary, or that UNHCR may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNHCR has or may be reasonably expected to acquire an interest.
- 15.4 In the event of any termination of the Contract, UNHCR shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNHCR shall not be liable to pay the Contractor except for those goods delivered and services provided to UNHCR in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNHCR or prior to the Contractor's tendering of notice of termination to UNHCR.
- 15.5 UNHCR may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 15.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
- 15.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
- 15.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
- 15.5.4 a receiver is appointed on account of the insolvency of the Contractor;
- 15.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or,*
- 15.5.6 UNHCR reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 15.6 Except as prohibited by law, the Contractor shall be bound to compensate UNHCR for all damages and costs, including, but not limited to, all costs incurred by UNHCR in any legal or non-legal proceedings, as a result of any of the events specified in Article 15.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNHCR of the occurrence of any of the events specified in Article 15.5, above, and shall provide UNHCR with any information pertinent thereto.
- 15.7 The provisions of this Article 15 are without prejudice to any other rights or remedies of UNHCR under the Contract or otherwise.
16. **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.

17. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNHCR shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNHCR 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.
18. **SETTLEMENT OF DISPUTES:**
- 18.1 **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.
- 18.2 **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 18.1, 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 of Protection”) and Article 32 (“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.
19. **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 or of UNHCR (as a subsidiary organ of the United Nations).
20. **TAX EXEMPTION:**
- 20.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including UNHCR as one of 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 UNHCR from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNHCR to determine a mutually acceptable procedure.
- 20.2 The Contractor authorizes UNHCR to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNHCR before the payment thereof and UNHCR 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 UNHCR with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNHCR shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNHCR and paid by the Contractor under written protest.
21. **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 UNHCR, as such obligations are set forth in vendor registration procedures.
22. **MODIFICATIONS:**
- 22.1 The Director of the Division for Emergency and Supply Management, or such other contracting authority as UNHCR has made known to the Contractor in writing, possesses the authority to agree on behalf of UNHCR to any modification of or change in the 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 the Contract shall be valid and enforceable against UNHCR unless provided by a valid written amendment to the Contract signed by the Contractor and the Director of the Division for Emergency and Supply Management or such other contracting authority.

- 22.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 22.1, above.
- 22.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNHCR nor in any way shall constitute an agreement by UNHCR thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 22.1, above.

23. AUDITS AND INVESTIGATIONS:

- 23.1 Each invoice paid by UNHCR shall be subject to a post-payment audit by auditors, whether internal or external, of UNHCR or by other authorized and qualified agents of UNHCR at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNHCR shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNHCR other than in accordance with the terms and conditions of the Contract.
- 23.2 The Contractor acknowledges and agrees that, from time to time, UNHCR 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. The right of UNHCR to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. 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 UNHCR 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 UNHCR hereunder.

24. LIMITATION ON ACTIONS:

- 24.1 Except with respect to any indemnification obligations in Article 7, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 18.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 24.2 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.

25. **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. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
26. **MINES:** The Contractor warrants and represents 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. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

27. SEXUAL EXPLOITATION:

27.1 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. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

27.2 UNHCR 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.

28. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO UNHCR: The Contractor warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on UNHCR and/or the United Nations and from any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNHCR to ensure the protection of refugees and other persons of concern to UNHCR. The Contractor hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to UNHCR. The failure of the Contractor to investigate allegations of exploitation and abuse against its personnel or related to its activities or to take corrective action when exploitation or abuse has occurred, shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, at no cost to UNHCR.

29. PAYMENT INSTRUCTIONS: UNHCR shall, on the fulfillment of the delivery terms, unless otherwise provided in the Contract or purchase order, make payment by bank transfer within thirty days of receipt of the Contractor's invoice for the goods and copies of any other documentation specified in the Contract. Payment against the invoice referred to above will reflect any discount shown under the payment terms agreed among the parties, provided payment is made within the period required by such payment terms. The prices shown in the Contract or the purchase order may not be increased except by express written agreement of UNHCR. Documents are to be sent to the address indicated in the Contract or purchase order.

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