



HIV prevention service delivery models for key populations

Request for Proposals (RFQ)

Reference Number: RFQ-2024-12

Country/Division and Unit Name SSSA/PTP

Closing Date: 25/03/2024

1. INTRODUCTION

1.1 Objectives of the RFQ

The purpose of this Request for Proposal (RFQ) is for UNAIDS to enter into a contractual agreement with a successful bidder and select a suitable contractor to provide technical expertise to collect, collate, analyse and evaluate HIV service delivery models for prevention among key populations, with a focus on models that are successful, scalable and have the potential for sustainability.

Proactive engagement with partners at the global, regional and national levels will be important to the success of this consultancy. This project remains open to suggestions by the bidder to enhance the activities of the RFP to help in meeting the project objectives.

UNAIDS is an organization that is dependent on the budgetary and extra-budgetary contributions it receives for the implementation of its activities. Bidders are therefore requested to propose the best and most cost-effective solution to meet UNAIDS requirements, while ensuring a high level of service.

For more information about UNAIDS please consult our website www.unaids.org.

1.2 Characteristics of the bidder

See detailed Terms of Reference in Annex 1(below) in this document for complete information on requirements for this RFQ.

The bidder shall be an individual or consortium of individuals, public institution, company or NGO operating in the field of Public Health, with proven expertise in HIV Prevention.

The successful bidder is expected to demonstrate:

- Strong skills in evidence collection and review, analysis and reporting
- Expertise in qualitative research
- Expertise in producing high quality, public-facing reports with an emphasis on policy-relevant research
- Excellent knowledge of latest evidence in the area of HIV prevention and key populations
- Direct experience working with key populations in the field of HIV prevention is a plus
- Demonstrated ability to work collaboratively in cross-cultural contexts
- Knowledge of the work and role of UNAIDS and the Global Prevention Coalition in the global AIDS response, including key global, regional and national partners and stakeholders
- The provider should have a minimum of 5 years' experience in HIV prevention and/or policy-relevant research, and demonstrated training or qualifications in research.

2. INSTRUCTIONS TO BIDDERS

The bidder is expected to follow the instructions set forth in this RFQ as per the below, for the submission of their proposal to UNAIDS.

2.1 Language of the Proposal

The proposal and all correspondences and documents relating thereto shall be prepared and submitted in English.

2.2 Contents of the Proposal

The bidder should submit one proposal including technical and financial components together.

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

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

Two or more entities may form a consortium and submit a joint proposal offering to jointly undertake the work. Such a proposal must be submitted in the name of one member of the consortium - hereinafter the "lead organization". The lead organization will be responsible for undertaking all negotiations and discussions with, and be the main point of contact for UNAIDS. The lead organization and each member of the consortium will be jointly and severally responsible for the proper performance of the contract.

2.3 Clarifications

A prospective bidder requiring clarifications on technical, contractual or commercial matters may notify UNAIDS via email at the following address no later than **22nd March 2024 on or before 23:59 hours Geneva time**

Email for submissions of all queries: SchmidtH@unids.org AND oradinialacreua@unids.org
(bidders must use Bid reference and the RFQ Reference number in subject line and include the paragraph number – question in the email)

The bidder shall bear all costs associated with the preparation and submission of the proposal, including but not limited to the possible cost of discussing the proposal with UNAIDS, making a presentation, negotiating a contract and any related travel.

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

2.4 Deadlines and Submission

The bidder shall submit, in writing, the complete proposal to UNAIDS by email to the following address with the **Subject line**: "RFQ-2024-12 no later than **25th March 2024 on or before 23:59 hours (Geneva time)**" ("the closing date"), by **email at the following email address**:

SchmidtH@unids.org AND oradinialacreua@unids.org AND bids@unids.org

2.5 Validity of Proposals and Modifications, Withdrawals or Amendments of the Proposal

The offer outlined in the proposal must be valid for a minimum period of 120 calendar days after the closing date. A proposal valid for a shorter period may be rejected by UNAIDS. In exceptional circumstances, UNAIDS may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its proposal.

The bidder may withdraw its proposal any time after the proposal's submission and before the above-mentioned closing date in section 2.4, provided that written notice of the withdrawal (by a duly authorized representative of the bidder) is received by email before the closing date for submission of proposals.

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

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

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

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

All bidders must adhere to the UNAIDS General and Contractual Conditions under Annex 2 of this document.

2.5.1 Technical and Financial Proposal

The bidder should include in this section all relevant information for UNAIDS to evaluate the proposal. The technical and financial components below should be submitted together in one proposal:

- Proposed solution
- Proposed Approach/Methodology
- Proposed time line
- Financial proposal - Currency.

3. EVALUATION

3.1 Preliminary Examination of Proposals

Before conducting the evaluation of the proposals received, UNAIDS will perform a preliminary examination of these proposals to determine whether: (i) they are complete, (ii) any computational errors have been made, (iii) the documents have been properly signed, and (iv) the proposals are generally in order. Proposals which are not in order as aforesaid may be rejected.

Please note that UNAIDS is not bound to select any of the firms/institutions submitting proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to UNAIDS' general principles, including economy and efficiency, UNAIDS does not bind itself in any way to select the firm/institution offering the lowest price.

3.2 Technical and Financial Evaluation of Proposals

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

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

The technical evaluation of the proposals will include:

Addressing of UNAIDS' requirements and expectations	30
Quality of the overall proposal	25
Experience of the firm in carrying out related project	30
Qualifications and competence of the personnel proposed for the assignment	10
Proposed timeframe for the project	5
TOTAL	100

The scoring scale per criteria was defined as follows:

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

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

A minimum of **70** points is required to pass the evaluation of the technical component.

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

4. AWARD

UNAIDS reserves the right to:

- a) Award the contract to a bidder of its choice, even if its bid is not the lowest;
- b) Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
- c) Accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for UNAIDS' action;

- d) Award the contract on the basis of the Organization's particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
- e) Not award any contract at all.

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

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

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

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

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

Within 30 days of receipt of the contract between UNAIDS and the successful bidder (the "Contract"), the successful bidder shall sign and date the Contract and return it to UNAIDS according to the instructions provided at that time. If the bidder does not accept the Contract terms without changes, then UNAIDS has the right not to proceed with the selected bidder and instead contract with another bidder of its choice. The Contract will include, without limitation, the provisions set forth in Annex 2.

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

We look forward to receiving your response to this RFQ.

Yours sincerely,
UNAIDS

Annexes

1. Detailed Terms of Reference
2. UNAIDS General and Contractual Conditions

Annex 1: Detailed Terms of Reference

1. Purpose of the Contract

The purpose of this Contract is to provide technical expertise to collect, collate, analyse and evaluate evidence for HIV service delivery models for prevention among key populations, with a focus on models that are successful, scalable and have the potential for sustainability. This is intended to provide evidence-based recommendations for national programs, and thereby contribute to accelerating HIV prevention access and use among key populations.

2. Background

In 2022, reductions in new HIV infections have been modest beyond sub-Saharan Africa. Almost a quarter of new HIV infections (23%) were in Asia and the Pacific, where numbers of new HIV infections are rising alarmingly in some countries. Steep increases in numbers of new HIV infections have continued in eastern Europe and central Asia since 2010 (49% increase) and the Middle East and North Africa (61% increase). These trends are due primarily to a lack of prevention services for people from marginalized and key populations¹ and to the barriers posed by punitive laws, violence and social stigma and discrimination. In 2022, compared with adults in the general population (aged 15-49 years), HIV prevalence was 11 times higher among gay men and other men who have sex with men, four times higher among sex workers, seven times higher among people who inject drugs, and 14 times higher among transgender people. Failure to protect people within key and other priority populations against HIV will prolong the pandemic indefinitely, at huge cost to the affected communities and societies. There has been uneven progress in reducing new HIV infections among people from key populations. More than four decades into the global AIDS epidemic, necessary HIV prevention services for people from key populations are still insufficiently available or entirely absent in many countries.

However, some countries where HIV incidence is declining have developed and implemented at scale, national service delivery models for people from key populations. Countries have adopted different HIV service delivery models for key populations, some of these are financed domestically and sustainable at a scale. WHO has produced comprehensive guidance with the in conjunction with the Consolidated guidelines on HIV, viral hepatitis and STI prevention, diagnosis, treatment and care for key populations to guide principles on key population programming. It is important to document the models being implemented in the real world and to share the models with other countries for their consideration. Documentation of best practices should be considered to guide international and domestic investment to support transition from project-based to more sustainable national programme-based models, while considering differences in policy and operating environments.

3. Planned timelines (subject to confirmation)

Start date: 15/04/2024

End date: 15/07/2024

Total duration: approximately 40 days

4. Requirements – Objectives

The objectives of the project are:

- Provide technical support to collect, collate, analyse and evaluate HIV service delivery models for key populations, with a focus on models for prevention that are successful, scalable and have the potential for

¹ UNAIDS considers gay men and other men who have sex with men, sex workers, transgender people, people who inject drugs, and people in prisons and other closed settings as the five main key populations that are particularly vulnerable to HIV and frequently lack adequate access to services.

sustainability. In the context of this project, among key populations, the focus is on models that serve men who have sex with men, transgender people, female sex workers and/or people who inject drugs.

- Produce a concise, public-facing report and summary presentation to describe and critically appraise individual models, and to identify key features and recommendations for programming for key populations, with discussion of the caveats and opportunities for adoption of the model(s) in different contexts.

5. Requirements - Activities

- ⇒ Develop a project plan outlining specific activities and timelines, data collection and analysis plan, and with working definitions of scalable and/or sustainable models for service delivery for key populations (Deliverable 1). Countries to be investigated should include those with good practice examples that have moved beyond small studies/projects towards demonstrated effectiveness at scale and may include models from Australia, Brazil, Cote d'Ivoire, Georgia, India, Kenya, South Africa, Thailand, Ukraine, United Kingdom and Vietnam, as well as other countries. Models should provide service delivery for prevention for key populations and specifically men who have sex with men, transgender people, female sex workers and/or people who inject drugs. Models may include social contracting models, community-led models including community-led business, models organized around sexual health/STI clinics (approximately 1 day);
- ⇒ Conduct a desk review to identify a comprehensive selection of HIV service delivery models for key populations that may be able to serve as best practices (approximately 12 days);
- ⇒ Conduct structured key informant interviews with key stakeholders (2-4 interviews) in eight to ten countries with good practice (successful, sustainable and/or saleable) HIV prevention program models for key populations and collect additional documentation as required (approximately 14 days);
- ⇒ Develop a concise, publication ready report (Deliverable 2) that includes:
- A proposed typology of best practices for implementation of successful, scalable and/or sustainable models for HIV service delivery key populations, with rationale (3-5 pages)
 - Key features of successful, scalable and potentially sustainable models overall (2-3 pages)
 - 1-2 page structured summary for each model. This should include the key features of the model design and function, including factors contributing to scalability and/or sustainability, financing mechanisms as appropriate, and results achieved (acceptability, coverage, impact, outcome).
 - A brief concluding analysis discussing the relevance of each model for different contexts (e.g. high-, middle-, and low-income countries; differing policy and operating environment), open questions, challenges and any recommendations – 3-5 pages
 - A brief description of the methods (1-2 pages)

Based on the report, and with feedback from the technical officer, develop a slide deck of no more than 30 slides (Deliverable 3) (approximately 13 days).

6. Requirements – Outputs

See activities for further details of these outputs. The timelines are indicative.

Deliverable 1: Project plan. Indicative due date: 30 April 2024

Deliverable 2: Concise final report in Microsoft word format. Indicative due date: 15 June 2024

Deliverable 3: Summary presentation in Microsoft PowerPoint format. Indicative due date: 15 July 2024

7. Activity Coordination & Reporting

Technical Officer:	Heather-Marie Ann Schmidt, Advisor, HIV Prevention Program Implementation, PTP, SSSA	Email:	schmidth@unaid.org
For the purpose of:	Technical supervision and instructions - reporting		
Administrative Officer:	Celeste Sandoval, PTP, SSSA	Email:	sandovalc@unaid.org
For the purpose of:	Contractual and financial management of the contract		

Annex 2: UNAIDS General and Contractual Conditions

The contract between UNAIDS and the selected bidder ("the Contract") will, unless otherwise explicitly agreed in writing, include the provisions as set forth in this section, and will otherwise inter alia address the following issues:

- Responsibilities of the selected bidder(s) ("The Contractor(s)") and UNAIDS;
- clear deliverables, timelines and acceptance procedures;
- payment terms tied to the satisfactory completion of the work;
- notices.

The prices payable by UNAIDS for the work to be performed under the Contract shall be fixed for the duration of the Contract and shall be in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice.

The total amount payable by UNAIDS under the Contract may be either a lump sum or a maximum amount. If the option for payment of a lump sum applies, that lump sum is payable in the manner provided, subject to satisfactory performance of the work. If the option for payment of a maximum amount applies:

- the Contract shall include a detailed budget;
- the Contractor shall be held to submit a financial statement together with each invoice;
- any advance payments by UNAIDS shall be used by the Contractor exclusively for the work in accordance with the budget and any unspent balance shall be refunded to UNAIDS;
- payment by UNAIDS shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements; and
- all financial reports shall be subject to audit by or on behalf of UNAIDS, including examination of supporting documentation and relevant accounting entries in the Contractor's books. In order to facilitate financial reporting and audit, the Contractor shall keep systematic and accurate accounts and records in respect of the work.

Unless otherwise specified in the Contract, UNAIDS shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNAIDS shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity as described in the Contract, from any other sources at any time..

1.1 Conditions of Contract

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

1.2 Responsibility

The Contractor will be responsible to ensure that the work performed under the Contract meets the agreed specifications and is completed within the time prescribed. The Contractor shall facilitate the operational audit related to the execution of the work and the compliance with the obligations set forth in the Contract, by persons so designated by UNAIDS. In this regard, the Contractor shall make all relevant operational information, without restriction, available to persons so designated by WHO and provide satisfactory explanations to all queries arising in connection therewith.

1.3 Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to UNAIDS in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNAIDS and shall fulfill its commitments with the fullest regard to the interests of UNAIDS.

1.4 Warranties

The Contractor will warrant and represent to UNAIDS as follows:

- 1) The deliverables shall meet the specifications and shall function in a manner which is fully adequate to meet its intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free, in that the Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least six months after completion of the work. It is agreed, however, that errors and other defects, which have been caused by modifications to the deliverables made by UNAIDS without agreement of the Contractor are not covered by this paragraph.
- 2) The deliverables shall, to the extent it is not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of this Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables including, but not limited to, licenses for UNAIDS to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based, so as to permit UNAIDS to fully exercise its rights in the deliverables and the software without any obligation on UNAIDS's part to make any additional payments whatsoever to any party.
- 3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and be delivered to UNAIDS free and clear of any and all liens, claims, charges, security interest and any other encumbrances of any nature whatsoever.
- 4) The Contractor, its employees and any other persons and entities used by the Contractor shall not violate any intellectual property rights, confidentiality, right of privacy or other right of any person or entity whomsoever.
- 5) Except as otherwise explicitly provided in this Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to UNAIDS, to perform its obligations hereunder.
- 6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.

The Contractor furthermore warrants and represent that the information provided by it to UNAIDS in response to the RFQ and during the bid evaluation process is accurate and complete. The Contractor understands that in the event The Contractor has failed to disclose any relevant information which may have impacted UNAIDS' decision to award the Contract to The Contractor, or has provided false information, UNAIDS will be entitled to rescind the contract with immediate effect, in addition to any other remedies which UNAIDS may have by contract or by law

1.5 Legal Status

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNAIDS, and nothing contained in or relating to the Contract shall be construed as establishing or creating an employer/employee relationship between UNAIDS, on the one hand, and the Contractor or any person used by the Contractor in the performance of the work, on the other hand.

Thus the Contractor shall be solely responsible for the manner in which the work is carried out. UNAIDS shall not be responsible for any loss, accident, damage or injury, suffered by the Contractor or persons or entities claiming under

the Contractor, arising during or as a result of the implementation or execution of the Contract, including travel, whether sustained on UNAIDS premises or not.

The Contractor shall obtain adequate insurance to cover such loss, accident, injury and damages, before commencing work on the Contract. The Contractor shall be solely responsible in this regard and shall handle any claims for such loss, accident, damage or injury.

1.6 Relation Between the Parties

The Contract does not constitute a partnership between the Parties or does not constitute either Party as the agent of the other.

1.7 Waiver of Breach

The waiver by either Party of any provision or breach of the contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

1.8 Liability

The Contractor hereby indemnifies and holds UNAIDS harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against UNAIDS at any time and based on, or arising out of, breach by the Contractor of any of its representations or warranties under the Contract, regardless of whether such representations and warranties are explicitly incorporated here in or are referred to in any attached Appendices.

1.9 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 UNAIDS.

1.10 Officials not to Benefit

The Contractor warrants that no official of UNAIDS has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

1.11 Indemnification

The Contractor shall indemnify and hold UNAIDS harmless, from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against UNAIDS at any time and based on, or arising out of, the acts or omissions of the Contractor, or the Contractor's employees, officers, agents, partners or sub-contractors, in the performance of the Contract. This provision shall extend, inter alia, to claims and liabilities in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants, partners or sub-contractors.

1.12 Contractor's 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.

1.13 Subcontracting

Any intention to subcontract aspects of the Contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime contractor. No subcontracting will be permitted under the Contract unless it is proposed in the initial submission or formally agreed to by UNAIDS at a later time. In any event, the total responsibility for the Contract remains with the Contractor.

The Contractor shall be responsible for ensuring that any and all subcontracts shall be fully consistent with the Contract, and shall not in any way prejudice the implementation of any of its provisions.

1.14 Place of Performance

The place of performance of the work under the Contract shall be home-based.

1.15 Language

The communications relating to the Contract and/or performance of the work there under shall be in English.

1.16 Confidentiality

- 1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of this Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.
- 2) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract.
- 3) The Contractor may not communicate at any time to any other person, Government or authority external to UNAIDS, any information known to it by reason of its association with UNAIDS which has not been made public except with the authorization of UNAIDS; nor shall the Contractor at any time use such information to private advantage.

1.17 Title Rights

- 1) All rights pertaining to any and all deliverables under the Contract and the original work product leading thereto, as well as the rights in any non-original material incorporated therein as referred in section 5.4.2 above, shall be

exclusively vested in UNAIDS..

- 2) UNAIDS reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.
- 3) At UNAIDS's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist UNAIDS in securing such proprietary rights and transferring them to UNAIDS in compliance with the requirements of applicable law.

1.18 Termination and Cancellation

UNAIDS shall have the right to cancel the Contract (in addition to other rights, such as the right to claim damages):

- 1) In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or
- 2) In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time of fulfilment, will not be respected.

In addition, UNAIDS shall be entitled to terminate the Contract (or part thereof), in writing:

- 1) At will with the provision of thirty (30) days prior notice in writing
- 2) With immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided in the paragraph above, the Contractor is:
 - a. In breach of any of his material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from UNAIDS; or
 - b. Adjudicated bankrupt or formally seeks relief of his financial obligations.

1.19 Force Majeure

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by reasons outside such party's reasonable control, it being agreed, however, that UNAIDS shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the ownership rights referred to in section 5.17 *Title rights*, deliver to UNAIDS all work products and other materials so far produced.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNAIDS, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNAIDS of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNAIDS shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

1.20 Surviving Provisions

Those rights and obligations of the Parties as set forth in section 5 that are intended by their nature to survive the expiration or earlier termination of the Contract shall survive indefinitely. This includes, **but is expressly not limited to**, any provisions relating to UNAIDS' right to financial and operational audit, conditions of contract, warranties, legal status and relationship between the parties, breach, liability, indemnification, subcontracting, confidentiality, title rights, use of the UNAIDS and WHO name and emblem, successors and assignees, insurance and liabilities to third parties, settlement of disputes, observance of laws, privileges and immunities, no terrorism or corruption, foreign nationals and compliance with UNAIDS policies

1.21 Use of UNAIDS and WHO name and emblem

Without UNAIDS's prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or its relationship with UNAIDS and/or the World Health Organization (WHO) (which provides the administration of UNAIDS, including its secretariat). In no case shall the Contractor use the name or the emblem of UNAIDS and/or WHO, or any abbreviation thereof, in relation to its business or otherwise.

1.22 Successors and Assignees

The Contract shall be binding upon the successors and assignees of the Contractor and the Contract shall be deemed to include the Contractor's successors and assignees, provided, however, that nothing in the Contract shall permit any assignment without the prior and written approval of UNAIDS.

1.23 Payment

Payment will be made against presentation of an invoice in a UN convertible currency (preferably US Dollars) in accordance with the payment schedule contained in the Contract and subject to UNAIDS's acceptance of satisfactory performance of work. Any payments by UNAIDS to the Contractor shall reflect any tax exemptions to which UNAIDS is entitled by reason of the immunity it enjoys. UNAIDS is exempt from all direct taxes, customs duties and the like and the Contractor shall consult with UNAIDS so as to avoid the imposition of such charges. As regards duties and other indirect taxes, the Contractor shall list such charges on invoices as a separate item and, to the extent required, cooperate with UNAIDS to enable reimbursement thereof.

1.24 Title to Equipment

Title to any equipment and supplies that may be furnished by UNAIDS shall rest with UNAIDS and any such equipment shall be returned to UNAIDS at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNAIDS, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNAIDS for equipment determined to be damaged or degraded beyond normal wear and tear.

1.25 Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain:

(i) insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

(ii) 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.

(iii) 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 performance of work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees partners or sub-contractors performing work in connection with the Contract.

Except for the workmen's compensation insurance, the insurance policies under this section shall:

- a) Name UNAIDS as additional insured;
- b) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNAIDS;
- c) Provide that UNAIDS 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.

The Contractor shall, upon request, provide UNAIDS with satisfactory evidence of the insurance required under this section.

1.26 Settlement of Disputes

Any dispute relating to the interpretation or application of the contract shall, unless amicably resolved, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

1.27 Observance of the Law

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.

1.28 Authority to Modify

No modification or change in the Contract, no waiver of any of its provisions or any additional contractual relationship of any kind shall be valid and enforceable unless signed by a duly authorized representative of both parties.

1.29 Privileges and Immunities

Nothing in or relating to this Contract shall:

- be deemed a waiver of any of the privileges and immunities of UNAIDS and/or the World Health Organization in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.
- Be construed as submitting UNAIDS and/or WHO to any national jurisdiction

1.30 No Terrorism or Corruption

The Contractor warrants that:

(i) it is not and will not be involved in, or associated with, any person or entity involved in terrorism, that it will not make any payment to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity; and

(ii) it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices in connection with execution of the Contract.

The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

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

1.31 Personnel

1.31.1 Approval of Contractor Personnel

UNAIDS reserves the right to approve any employee, subcontractor or agent furnished by the Contractor and Contractor's consortium partners for the performance of the work under the Contract (hereinafter jointly referred to as "Contractor Personnel"). All Contractor Personnel must have appropriate qualifications, skills and levels of experience and otherwise be adequately trained to perform the work. UNAIDS reserves the right to undertake an interview process as part of the approval of Contractor Personnel.

The Contractor acknowledges that the qualifications, skills and experience of the Contractor personnel proposed to be assigned to the project are material elements in UNAIDS's engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, both parties intend that Personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not, in principle, thereafter be taken off the project by the Contractor to other duties. Circumstances may arise, however, which necessitate that Personnel be substituted in the course of the work e.g. in the event of promotions, termination of employment, sickness, vacation or other similar circumstances, at which time a replacement of comparable qualifications, skills and experience may be assigned to the project, subject to approval of UNAIDS.

UNAIDS may refuse access to or require replacement of any Contractor Personnel if such individual renders, in the sole judgment of UNAIDS, inadequate or unacceptable performance, or if for any other reason UNAIDS finds such individual does not meet its his/her security or responsibility requirements. The Contractor shall replace such an individual within fifteen (15) business days of receipt of written notice from UNAIDS. The replacement will have the required qualifications, skills and experience and will be billed at a rate that is equal to or less than the rate of the individual being replaced.

1.31.2 Project Managers

Each party shall appoint a qualified project manager ("Project Manager") who shall serve as such party's primary liaison throughout the course of the project. The Project Manager shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

The Project Managers shall meet on regular basis in order to review the status of the project and provide UNAIDS with reports. Such reports shall include detailed time distribution, information in the form requested by UNAIDS and shall cover problems, meetings, progress and status against the implementation timetable.

1.31.2 Foreign Nationals

The Contractor shall verify that all Contractor Personnel is legally entitled to work in the country or countries where the work is to be carried out. UNAIDS reserves the right to request the Contractor to provide UNAIDS with adequate documentary evidence attesting this for each Contractor Personnel. Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

1.31.4 Compliance with UNAIDS Policies

The Contractor shall at all times comply with and ensure that the Contractor and each of its subcontractors and their employees and agents comply with any applicable laws and regulations and any UNAIDS policies and reasonable written direction and procedures relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual harassment, (iv) privacy, (v) general business conduct and disclosure, (vi) conflicts of interest and (vii) business working hours and official holidays vi) the good or services being provided by the bidder should meet requirements for disability inclusiveness and accessibility for relevant products and services

In the event that the Contractor becomes aware of any violation or potential violation by the Contractor, its subcontractor or any of their employees or agents, of any laws, regulations, UNAIDS policies or of other UNAIDS reasonable written directions and procedures, the Contractor shall immediately notify UNAIDS of such violation. UNAIDS, in its sole discretion, shall determine the course of action to remedy such violation or prevent such potential violation, in addition to any other remedy available to UNAIDS under the Contract or otherwise.

1.31.5 Ethical Behaviour

UNAIDS, the Contractor and each of the Contractor's partners, subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of the Contract. In this regard, the Contractor shall also ensure that neither Contractor nor its partners, subcontractors, agents or employees will engage in activities involving child labour, trafficking in arms, promotion of tobacco or other unhealthy behaviour, or sexual exploitation or discrimination.

1.31.6 Engagement of Third Parties and use of In-house Resources

The Contractor acknowledges that UNAIDS may elect to engage third parties to participate in or oversee certain aspects of the project and that UNAIDS may elect to use its in-house resources for the performance of certain aspects of the project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its partners, subcontractors and their employees and agents cooperate, in good faith, with such third parties and with any UNAIDS in-house resources.

5.31.7 Zero tolerance for sexual exploitation and abuse

UNAIDS has zero tolerance towards sexual exploitation and abuse. In this regard, and without limiting any other provisions contained herein:

1. each legal entity Contractor warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the UNAIDS Policy on Sexual Exploitation and Abuse Prevention and Response by any of its employees and any other persons engaged by it to perform any services under the Contract; and (ii) promptly report to UNAIDS and respond to, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the contractor becomes aware; and
2. each individual Contractor warrants that he/she will (i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the UNAIDS Policy on Sexual Exploitation and Abuse Prevention and Response; and (ii) promptly report to UNAIDS in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Contractor becomes aware.