



UNITED NATIONS  
UNIVERSITY

**UNU-ViE**

Vice Rectorate in Europe

Vizerektorat der **Universität der  
Vereinten Nationen UNU-ViE**

Hermann-Ehlers-Str.10  
53113, Bonn  
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March 25<sup>th</sup>, 2010

**Subject: REQUEST FOR PROPOSAL – ENGLISH EDITING AND PROOF READING  
SERVICE FOR PHD DISSERTATION**

**Reference:** RFP/EHS/EGECHS/02/2010

Dear Sir/Madam,

1. The United Nations University - Vice Rectorate in Europe in Bonn hereby solicits your proposal for the above subject, in accordance with documents and the annexes attached. The purpose of this RFP is the submission of proposals for the PhD dissertation (in English) editing service. Proposals are required to be submitted to the United Nations University Vice Rectorate in Europe (UNU-ViE) no later than **23<sup>rd</sup> April, 2010 at 14:00 CET.**

2. This Request for Proposal (RFP) consists of this document and the following annexes:

- Annex I Instructions to Offerors
- Annex II Terms of Reference
- Annex III Evaluation Criteria
- Annex VI Proposal Submission Form
  - Technical Proposal Submission Form Annex VI-1
  - Financial Proposal Submission Form Annex VI-2
- Annex V United Nations General Conditions of Contract

3. Your proposal comprising of technical proposal and financial proposal should reach the following address no later than 23<sup>rd</sup> April, 2010, 14:00CET.

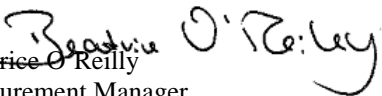
**The Technical Proposal (Annex VI-1 together with supporting documents) should be placed in an envelope marked “TECHNICAL PROPOSAL” and the Financial Proposal (Annex VI-2) should be placed in a separate envelope marked “FINANCIAL PROPOSAL”. Both of these envelopes should be sealed and then placed into one outer larger envelope which must be clearly labeled as follows:**

United Nations University ViE  
Procurement Department  
Attention: Bid Opening Team, Registry, Ext. 0266  
Hermann-Ehlers-Str.10  
53113, Bonn Germany

Ref: RFP/EHS/EGECHS/02/2010  
Procurement Department  
Closing Date & Time: 23 Apr 2010,  
14:00 CET  
<Name of Your Company>

Please note that Extension 0266 should not be used for queries concerning this RFP. This number is only for facilitating receipt of bids delivered by hand or by courier.

4. It is the responsibility of the Proposers to ensure that the sealed envelope containing the proposals reaches the above address before the closing date and time indicated above. Delivery to any other United Nations office location will be at the risk of the Proposer and will not constitute timely delivery. Proposals received after the above-mentioned closing time or deadline will be invalidated. Written proof of receipt will not be given unless a Postal/Courier service receipt or other form of receipt is presented for signature by the United Nations University.
5. Offerors are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.
6. Additional documents, e.g. copies of certifications etc., if any, are also requested to be sent to the designated address together with the technical proposal.
7. Both qualified companies and individuals are invited to submit proposals regarding this RFP.

  
Beatrice O'Reilly  
Procurement Manager  
United Nations University Vice Rectorate in Europe

## **Annex I Instructions to Offerors**

### **A. Introduction**

#### 1. General

United Nations University – Vice Rectorate in Europe (UNU-ViE) is the first Vice Rectorate of the United Nations University (UNU) outside the headquarters in Tokyo, Japan. Established in May 2007 in Bonn, it strengthens the UNU's presence in Europe.

Being administered by UNU-ViE, the Institute for Environment and Human Security of the United Nations University (UNU-EHS) is a regional institute in Bonn that explores problems and promotes solutions related to the environmental dimension of human security.

The institute's main research aims at academic excellence in:

- **Vulnerability assessment, resilience analysis, risk management & adaptation strategies within linked human-environment systems; and**
- **Internal displacement and trans-boundary migration due to environmental push-factors.**

Further influential topics are land degradation; desertification; natural hazard events; gradual man-made and natural environmental and climatic change and variability including water depletion and quality deterioration are considered. Preparedness, adaptation and response are the main dimensions along which human security can be strengthened.

UNU-EHS is supported by the German Federal Ministry of Education and Research and the Ministry of Science and Research of the State of North Rhine-Westphalia, both dedicated to promoting sustainable development and advancing human security.

#### 2. Cost of Proposal

The Offeror shall bear all costs associated with the preparation and submission of the proposal, UNU-ViE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### **B. Solicitation Documents**

#### 3. Contents of Solicitation Documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the proposal

#### 4. Clarification of Solicitation Documents

A prospective Offeror requiring any clarification or queries may contact [procurement@vie.unu.edu](mailto:procurement@vie.unu.edu) no later than 15<sup>th</sup> April, 2010. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

## 5. Amendments of Solicitation Documents

At any time prior to the deadline for submission of proposals, the procurement department of UNU-ViE may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

## **C. Preparation of Proposals**

### 6. Language of the proposal

The proposals must be submitted in English only. Any other printed material furnished by the Offeror may be proposed in another language as long as it is accompanied by an English translation.

### 7. Documents Comprising the Proposal

The proposal shall include the following components:

a) Technical Proposal Submission Form, including supplemental documentation to demonstrate that the Offeror meets all requirements; e.g. CV of the submitted editor(s), company profile, list of previous clients and projects or capability statement, writing/editing sample of previous scientific related work, other certification copies if applicable.

b) Financial Proposal Submission Form

c) The complete proposal must be submitted as one original and one single copy

### 8. Project Plan

The Offeror must propose an elaborate editing plan together with the forms and documentations to be submitted.

### 9. Financial Proposal

The Offeror shall indicate in an appropriate financial proposal of services that the Offeror proposes to supply under the contract conditions.

### 10. Proposal Currency

All prices should be submitted in Euro.

### 11. Period of Proposal Validity

Proposals should remain valid for one hundred and fifty (150) days after the date of proposal submission. A proposal valid for a shorter period may be rejected on the grounds that it is non-responsive.

In exceptional circumstances, the procurement department may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be in writing and any Offeror granting the request will not be required nor permitted to modify its proposal.

### 12. Payment

UNU-ViE shall disburse payments to the Contractor after acceptance of deliverables and invoice by the Contractor.

## **D. Submission of Proposals**

### 13. Sealing and Marking of Proposals

The Offeror shall seal the proposal in **ONE OUTER** and **TWO INNER ENVELOPES**, as detailed below:

a) The outer envelope should include:

United Nations University ViE  
Procurement Department  
Attention: Bid Opening Team, Registry, Ext. 0266  
Hermann-Ehlers-Str.10  
53113, Bonn Germany

With the indication of :

Ref: RFP/EHS/EGECHS/02/2010  
Procurement Department  
Closing Date & Time: 23<sup>rd</sup> April 2010,  
14:00 CET  
<Name of Your Company>

b) Both of the inner envelopes should indicate the name and address of the Offeror. The first inner envelope should include the technical proposal form and the supporting documents; while the second envelope shall contain the financial proposal duly identified as such.

### 14. Modification and Withdrawal of Proposals

The Offeror may withdraw its proposal after the proposal's submission, provided that written notice of the withdrawal is received by the procurement department prior to the deadline prescribed for submission of proposals.

The withdrawal notice should be sent in writing by courier, fax or email followed by a signature of the Offeror.

No proposal can be modified subsequent to the deadline of submission.

No proposal may be withdrawn in the interval between the deadline for submission of proposals and expiration of the period of proposal validity specified by the Offeror on the proposal submission form.

**\* Please note that the final award of contract can be split into different qualified individuals or companies that are selected to complete the services. Therefore, offerors can propose service on one or more dissertations depending on their capabilities.**

## **Annex II Terms of Reference**

### **Subject: REQUEST FOR PROPOSAL – ENGLISH EDITING FOR PHD DISSERTATION**

**Reference:** RFP/EHS/EGECHS/02/2010

#### **1. Background**

The German-Indonesian Tsunami Early Warning System (GITEWS) started in November 2005 with pilot operations starting three years later in November 2008.

After the Sumatra earthquake of December 2004, stated as being the second largest earthquake ever recorded by instruments, the GITEWS project has been working towards establishing the protection of coastal areas and the populations in the region of the Indian Ocean against natural disasters such as tsunamis. Tsunamis are mainly caused by seaquakes, and therefore a central component of the early warning system is the quick detection and evaluation of earthquakes.

#### **2. Objective**

Technically, UNU-EHS supports **eight (8)** PhD students in the GITEWS project, and hosts one. There will be probably **seven (7)** dissertations in need of proofreading and editing.

Since English is not their first language, their final theses have to be reviewed and edited accordingly.

As the candidates focus on different topic areas it is relevant to take note of the varied university departments they are registered with, which are:

- Computing
- Environment and Security
- Geophysics
- Physics of the Earth Section, Earthquake Risks and Early Warning
- Seismology
- Geography
- Hydraulics, Waterways and Coastal Engineering
- Risk Management.

Reference of scientific publications relating to the topics can be accessed as follows:

Observations of the 2004 and 2006 Indian Ocean tsunamis from a pressure gauge array in Indonesia

[http://epic.awi.de/epic/Main?static=yes&page=abstract&entry\\_dn=Dru2008a](http://epic.awi.de/epic/Main?static=yes&page=abstract&entry_dn=Dru2008a)

Utilizing ocean reflected GPS L1 C/A and the new GPS L2C signals for tsunami detection from space: possible small satellite constellations and the GORS instrument

[http://edoc.gfz-potsdam.de/gfz/get/12004/0/e1f6d040b076b09a004990734625c0f5/SLM08DE\\_Helm\\_Achim.pdf](http://edoc.gfz-potsdam.de/gfz/get/12004/0/e1f6d040b076b09a004990734625c0f5/SLM08DE_Helm_Achim.pdf)

GITEWS - Strategy, Instrumentation, New Technologies

<http://edoc.gfz-potsdam.de/gfz/get/13482/0/b865b0ba410f9bd98d40b59e62bfa1a6/ICW07DE%20Lauterjung%20Joern.pdf>

Derivation of Population Distribution Using Remote Sensing and Statistical Data as an Input for Tsunami Risk Assessment <http://elib.dlr.de/59351/>

Assessing Building Vulnerability to Tsunami Hazards using ery High Resolution Satellite Imagery (Case : Cilacap, Indonesia) <http://elib.dlr.de/59352/>

### **3. Duties and Responsibilities**

**The editor will in close consultation with the PhD students to:**

- (1) Edit and proof read the dissertations of up to seven (7) PhD dissertations (approx. 150 – 200 pages per dissertation) to ensure that the English language is clear and correct;
- (2) Edit text to eliminate redundancy and unnecessary or inappropriate material, and rearrange passages to ensure cohesion and continuity;
- (3) Ensure there is no grammar mistake;
- (4) Edit text into a suitable style;
- (5) Submit both track-changed edited version and clean edited version of the document;
- (6) Submit the edited document in a timely fashion;
- (7) Proof-read the final layout version of the document.

### **4. Period of Service**

The framework agreement would cover a period of up to 150 days by 30<sup>th</sup> September, 2010. Selected editors will be asked to provide a rough estimate of the number of days required to complete the work.

United Nations University reserves the right to rescind this agreement due to unsatisfactory performance by the editor/editing company.

### **5. Requirements**

Individual editors / proposed editors from editing companies shall:

- (1) Have at least (4) four years of relevant experience in professional editing for science publications as well as editing experience with international clients (research institutions etc.);
- (2) Candidates holding professional editing/translating/proofreading certification would be an asset;
- (3) Candidates with a master's degree in a related subject would be an asset;
- (4) Familiarity with the German higher education system would be an asset;
- (5) Be a native English speaker;
- (6) Have the willingness and availability to work on tight deadlines;
- (7) Must guarantee timely delivery of the products.

### **6. Documents to Be Submitted**

- (1) CV (including nationality of the editor) of individual editor or proposed editor from an editing company and company profile;
- (2) An Editing Sample of the one page scientific paper provided on Annex VI-1;
- (3) Previous client list;
- (4) Proposed editing plan / description of quality services;
- (5) Price breakdown in EUR, VAT exempt.

\* Detailed information of dissertations is available on Annex VI-1 Technical Proposal Submission Form.

### **Annex III Evaluation Criteria**

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared.

<b>Evaluation</b>	<b>Points Obtainable</b>
Technical evaluation	70
Financial evaluation	30
<b>Total overall</b>	100

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (ToR).

The technical proposal evaluation contains expertise of firm/organization and the submitting proposals, the introduction of the company and the cooperated partners.

In the second stage, the price proposal of all contractors, who have attained a minimum score of 70% of the obtainable 70 technical points, i.e. 49 points, will be compared. The maximum number of points of the financial proposal is allocated to the lowest price proposal.

The financial proposal will be evaluated using the following calculation for a maximum of 30 points:

$$P = y(\mu/z)$$

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

$\mu$  = price of the lowest priced proposal

z = price of the proposal being evaluated

The contract will be offered to the company with the highest combined score (technical and financial), who is the most technically qualified and provides the best value for money.

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

Technical Proposal Evaluation		Points Obtainable	Company/Other Entity				
			A	B	C	D	E
1	Technical Proposal, Editing Plan	10					
2	Professionalism/ Experience	40					
3	Editing Sample Annex VI-1	20					



Part 1 Technical Proposal, Editing Plan

Technical Proposal Evaluation		Points Obtainable	Company/Other Entity				
			A	B	C	D	E
1.1	To what extent does the offeror understand the scope of services?	2					
1.2	Is the scope of task well defined and does it correspond to the ToR?	3					
1.3	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation of the project?	4					
1.4	Quality Assurance Procedure	1					
	Total Points Obtainable	10					

Part 2 Professionalism/Experience

Technical Proposal Evaluation		Points Obtainable	Company/Other Entity				
			A	B	C	D	E
2.1	CV of the Offeror / Profile of the Company	10					
2.2	Professional Experience/ Min. 4 years of relevant experience	10					
2.3	Professional editing/translation/ proofreading certification	10					
2.4	Work experience with German higher education	5					
2.5	Relevance of: Specialized Knowledge Experience with international research institutions / organizations / universities	5					
	Total Points Obtainable	40					

Part 3 Editing Sample Annex VI-1

Technical Proposal Evaluation		Points Obtainable	Company/Other Entity				
			A	B	C	D	E
3.1	Grammar	10					
3.2	Style	10					
	Total Points Obtainable	20					

## **Annex VI Proposal Submission Form**

### **Annex VI-1 Technical Proposal Submission Form**

**Subject:** REQUEST FOR PROPOSAL – ENGLISH EDITING FOR PHD DISSERTATION

**Reference:** RFP/EHS/EGECHS/02/2010

Dear Sir/Madam,

We, the undersigned, acknowledge receipt of your Request for Proposal (RFP) No. RFP/EHS/EGECHS/02/2010 dated 25<sup>th</sup> March, 2010 and hereby confirm that we:

INTEND

NOT INTEND

to submit a proposal to the United Nations University Vice Rectorate in Europe by the deadline April 23<sup>rd</sup>, 2010 14:00 CET.

We acknowledge that this RFP is confidential and proprietary to the UNU-ViE, and contains privileged information. Upon request, we will return this RFP or any part thereof, and all copies thereof, to the UNU.

Name & Title of Authorized:

Signature:

Company Name and Address:

Telephone No.

Fax No.

If you do not intend to submit a proposal to the UNU-ViE, please indicate the reason:

- We do not have the capacity to submit a bid at this time.
- We cannot meet the technical requirement for this RFP.
- We do not think we can make a competitive offer at this time.
- Others: (Please specify)

Kindly return this acknowledgement via email [procurement@vie.unu.edu](mailto:procurement@vie.unu.edu) or fax: 0228-815-0299

Procurement Department  
United Nations University Vice Rectorate in Europe  
Hermann-Ehlers-Str.10 53113  
Bonn, Germany

## 1. Details of Dissertation and Estimation of Editing Time

Offerors must complete the number of days needed for each dissertation or the dissertation(s) that he/she would like to bid on.

No.	Dissertation Title	Estimation of Page Numbers	Number of Days Needed to Complete Editing Service
1	Potential of Tsunami Observations in Ultra Long Period Seismic data and Infrasound Data for Early Warning	100	
2	Adaptive Mesh Refinement Applied to Tsunami Modeling: TsunaFlash	150-200	
3	Governance and Institutional Arrangement for Tsunami Early Warning System in Indonesia	210	
4	Tsunami Risk and Vulnerability: Remote Sensing and GIS Approaches to Model Roughness Coefficient And Population Distribution	130-150	
5	Institutional Vulnerability and the Governance of Disaster Risk Reduction: Marco, Meso and Micro Analysis	150	
6	Morphodynamics and Slope Stability of the Andaman Sea Shelf Break	150	
7	Java Tsunami Model: Using Highly-Resolved Data and Probable Tsunamigenics to Predict and Validate the Run-up and Their Distribution Along the Coastline	250	

## 2. Editing Sample

Offerors have to edit the following one page document and send it back along with the required documents.

Building vulnerability map is highly demanded since building can be regarded as the place where people live in and do their activities, can cause fatalities as well as can be place for evacuation shelter. Such information on buildings is usually derived from field measurements based on selected parameters determining the level of vulnerability. Papathoma and Dominey-Howes (2003) studied building vulnerability to tsunami hazard intensively using field measurements (in-situ survey) in coastal area of Greece. Building vulnerability parameters were measured directly in the field and the vulnerability was assessed using scoring method. Dominey-Howes and Papathoma (2006) mapped building vulnerability in Maldives using PTVAM (Papathoma Tsunami Vulnerability Assessment Model). PTVAM was built based on direct field measurement of individual buildings.

Realizing that building vulnerability information is very important, the availability and the up-to-date information on it are highly demanded. However, relying only on such direct measurements requires resources beyond acceptable time, cost and even almost impossible. Combining in-situ building survey and remote sensing/GIS technology is a challenging yet promising approach expected to overcome this problem. El-Raey (1997) concluded that application of the seven-stage vulnerability assessment methodology using GIS, remote

sensing and modelling techniques, have enabled a quantitative assessment of the risks of each sector and each district of three important cities of Egypt on the Mediterranean coast of the Nile Delta, due to sea level rise. Mueller, et.al. (2006) proposed a potential of high-resolution optical satellite imagery for the extractability of vulnerability-related building parameters. Munich, et.al. (2006) and Taubenböck *et.al.* (2006) reported the capability of remote sensing techniques to assess urban vulnerability in a megacity area to earthquake hazard using high resolution satellite imagery. They used IKONOS imagery and object-based image analysis to assess urban vulnerability of Istanbul city.

### **3. Checklist of Technical Documents to Be Submitted**

<b>No.</b>	<b>Document Required to Be Submitted</b>	<b>Checkbox</b>
1	CV (including nationality of the editor) of individual editor or proposed editor from an editing company and company profile;	<input type="checkbox"/>
2	Editing Sample of the one page scientific paper provided on Annex VI-1	<input type="checkbox"/>
3	Previous client list	<input type="checkbox"/>
4	Proposed editing plan / description of quality services	<input type="checkbox"/>

**Annex VI-2 Financial Proposal Submission Form**

No.	Description	Quantity	Price per Unit (EUR)	Total Amount (EUR)
1	Editing Services for Dissertation up to 100 Pages	1		
2	Editing Services for Dissertation up to 120 Pages	1		
3	Editing Services for Dissertation up to 150 Pages	1		
4	Editing Services for Dissertation up to 200 Pages	1		
5	Editing Services for Dissertation up to 220 Pages	1		
6	Editing Services for Dissertation up to 250 Pages	1		
7	Editing Services for Dissertation up to 300 Pages	1		
8	Other Costs (if applicable)			
	Total			
	Add: Misc. charges(if any			
	Freight (if applicable)			
	Grand Total			

Vendor Name:

Payment terms:

.....  
Name of Authorized Official

Discount offered:

.....

Delivery date:

Signature

.....  
Date



## **Annex V General Conditions of Contract**

1.0 **LEGAL STATUS:** The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of the United Nations.

2.0 **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to the United Nations in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect the United Nations and shall fulfil its commitments with the fullest regard to the interests of the United Nations.

3.0 **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.

4.0 **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 the United Nations.

5.0 **SUB-CONTRACTING:** In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of the United Nations for all sub-contractors. The approval of the United Nations of a subcontractor shall not relieve the Contractor of any of its obligations under this Contract.

The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that no official of the United Nations 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.

7.0 **INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES**

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

8.4.1 Name the United Nations as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the United Nations;

8.4.3 Provide that the United Nations shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the United Nations with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/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 or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by the United Nations shall rest with the United Nations and any such equipment shall be returned to the United Nations at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to the United Nations, 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 the United Nations for equipment determined to be damaged or degraded beyond normal wear and tear.

#### 11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the United Nations 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 the United Nations 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, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the United Nations.

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, the United Nations does not and shall not claim any ownership interest thereto, and the Contractor grants to the United Nations 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 the United Nations, 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 the United Nations 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 the United Nations, shall be made available for use or inspection by the United Nations at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to United Nations authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATION: The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations, or any abbreviation of the name of the United Nations in connection with its business or otherwise.

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

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 the United Nations, a governing organ 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 the United Nations, the Contractor will give the United Nations sufficient prior notice of a request for the disclosure of Information in order to allow the United Nations 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 The United Nations may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

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

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.

#### 14.0 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 Contractor shall give notice and full particulars in writing to the United Nations, 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 the United Nations of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the United Nations 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.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the United Nations shall have the right to suspend or terminate this 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.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

## 15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 The United Nations may terminate forthwith this Contract at any time should the mandate or the funding of the Mission/Agency be curtailed or terminated, in which case the Contractor shall be reimbursed by the United Nations for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by the United Nations under this Article, no payment shall be due from the United Nations to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the United Nations may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UN of the occurrence of any of the above events.

## 16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 19.1, 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. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. 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.

17.0 PRIVILEGES AND IMMUNITIES: Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### 18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs 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 United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the United Nations to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes the United Nations to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the United Nations before the payment thereof and the United Nations has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the United Nations with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 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 this Contract.

#### 20.0 SEXUAL EXPLOITATION:

20.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged 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 appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in 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 this representation and warranty shall entitle the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

20.2 The United Nations 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.

21.0 AUTHORITY TO MODIFY: Pursuant to the Financial Regulations and Rules of the United Nations, only the Procurement Division at New York possesses the authority to agree on behalf of the United Nations to any modification of or change in this Contract, to a waiver of any of its provisions or to any

additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against the United Nations unless provided by an amendment to this Contract signed by the Contractor and the Chief, United Nations Procurement Service, or his or her authorized delegatee.