Subject: Request for Quotation (RFQ) – Website Design Service  
Reference: RFQ/12/2009

Dear Sir/Madam,

1. The United Nations University in Bonn hereby solicits your bid for the above subject, in accordance with this document and the annexes attached. Bids are required to be submitted to the United Nations University Vice Rectorate in Europe (UNU-ViE) no later than **16 November 2009 at 14:00 CET**.

2. This Request for Quotation consists of this document and the following annexes:
   - Annex I Terms of Reference - Website Design Service
   - Annex II Request for Quotation Sheet/Summarized Financial Offer
   - Annex III General Terms and Conditions
   - Annex IV General Conditions for Professional Services
   - Annex V General Conditions of Purchase Order

3a. Bids in sealed envelopes or email to procurement@vie.unu.edu should reach the following address no later than 16 November 2009 at 14:00. Please note that late bids shall not be considered.

Your bid must be submitted as follows:

<table>
<thead>
<tr>
<th>United Nations University ViE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Department</td>
</tr>
<tr>
<td>Bid Opening Office</td>
</tr>
<tr>
<td>Hermann-Ehlers-Str.10</td>
</tr>
<tr>
<td>53113, Bonn Germany</td>
</tr>
</tbody>
</table>

Ref: RFQ/12/2009
Procurement Department
Closing Date
<Name of Your Company>

b. Interested bidders may obtain further information by contacting the following telephone number or email address:

procurement@vie.unu.edu  
Tel.: +49-228-815-0264  
Fax: +49-228-815-0299
c. Outer envelope/package of your bid must clearly indicate RFQ number as indicated in paragraph 3a of this RFQ, date and closing time and name of your company so that the UNU can identify your bid at the time of receipt.

4. For queries on this RFQ, please contact the Procurement Department in writing at facsimile No. +49-228-815-0299 or by Email to procurement@vie.unu.edu. Please also notify the United Nations University immediately if any part of this RFQ is missing and/or illegible.

5. Bidders are requested to submit bids in compliance with the terms and conditions specified in Annex III General Terms and Conditions.

Beatrice O’Reilly
Procurement Manager
United Nations University Vice Rectorate in Europe
Dear Sir/Madam,

We are part of the United Nations in Bonn and are looking for help to re-design our website by mid to end January 2010. We have in-house programmers and IT staff (who speak English and German), but we lack the resources to be able to design the website here in our office. If you are interested and able to provide a style sheet for our new CMS in the time we require, please keep reading for more details on what we need and how to apply for this job.

As part of the United Nations system, we have a formal method of asking for offers and bids that we must respect. We also work within a specific mandate and framework of organizations and would like to demonstrate a link to these two main organizations through a common look on our website.

To provide some background, our office, the UN-Water Decade Programme on Capacity Development (UNW-DPC) is located in Bonn and is hosted along with several others by the United Nations University (UNU), http://www.vie.unu.edu/. In addition, we are part of a larger worldwide network of organizations called UN-Water: http://www.unwater.org/.

Since UNW-DPC is an office that is linked to both programmes, we would like to change our existing website at www.unwater.unu.edu to match the styles, colors and fonts shown in the UN-Water and UNU-VIE websites linked above. In addition to our normal website, UNW-DPC is creating a repository of information using MYSQL that should have the same look and feel as the other pages and can be viewed at http://www.unwater.unu.edu/repository/.

This new website (including the “repository”) should be ready to launch and be presented to our administrative body at its annual UN-Water meeting in early February 2010. Our in-house IT team will be handling content, programming, CMS, etc. of the new website, however, we need you, as a professional designer, to provide a style sheet for the look and feel of our pages. We would like some examples of other websites you have done, especially if they are similar or applicable to what we are looking for.

The working language of UNU is English; however, German is also spoken by all contacts.

To this end, please find attached specific details about our requirements. We need your complete response (bid) by Monday, 16 November, to begin work immediately after the contract is signed.

With best regards,

Tanja Maidorn
Annex I Terms of Reference - Website Design Service

1. BACKGROUND

The United Nations University (UNU) is an international community of scholars engaged in research, postgraduate training and dissemination of knowledge in furtherance of the purposes and principles of the United Nations, its member states and peoples. In addition to the UNU Centre (Headquarters) located in Tokyo, the University has already established fourteen Research and Training Centres and Programmes worldwide. The United Nations 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. UNU-ViE concentrates on questions related to ‘Science and Technology to Ensure Human Security’. ViE initiates, supports, and co-ordinates projects and exchange programmes that aim at knowledge capacity development and transfer. Additionally cooperation with various partners is a key priority.

2. OBJECTIVE

The UN-Water Decade Programme on Capacity Development (UNW-DPC) is located in Bonn and is hosted along with several others by the United Nations University (UNU), http://www.vie.unu.edu/alt3. In addition, the organization is part of a larger worldwide network of organizations called UN-Water: http://www.unwater.org/.

Since UNW-DPC is an office that is linked to both programmes, it would like to change its existing website at www.unwater.unu.edu to match the styles, colours and fonts shown in the UN-Water and UNU-VIE websites linked above. In addition to its normal website, UNW-DPC is creating a repository of information using MYSQL that should have the same look and feel as the other pages which can be viewed at http://www.unwater.unu.edu/repository/.

This new website (including the repository) should be ready to launch and be presented to the administrative body at the annual UN-Water meeting in early February 2010. Therefore, UNW-DPC is seeking service for website design. The in-house ICT team will be handling content, programming, CMS, etc. of the new website, however, professional design companies/designers are needed to provide a style sheet for the look and feel of their pages.

3. DESCRIPTION OF RESPONSIBILITIES

The web design company/ individual designer must have demonstrable evidence of designing interfaces that compliment an existing design system, and deliver the full cycle of design flats (PDF/PSD), HTML mock-up, and final HTML/CSS deliverables suitable for use by the interactive programmers. Geographic proximity to the web development team is not necessary (Bonn), if the candidate can provide examples of distance collaboration, and references to validate these working arrangements.

4. SERVICES REQUIRED

The designer will be conducting the following services:

- Design the layout of the UNW-DPC website;
- Production of 3 sketches (Entwürfe) with multiple design options, for internal review;
- Live/tele presentation at client design review meetings and capture of client comments and recording for iterative changes;
- Interactions with in-house ICT and information team to ensure full understanding of the concept;
- Delivery of html prototype/mock-up of designs for review;
- Delivery of xhtml compliant final html, CSS (and optionally java script) to be used by the in-house IT team, subject to review and sign off;
5. EXPECTED DELIVERABLES AND PLANNED TIME SCHEDULE

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Estimated Duration/Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Graphics of the website agreed upon and designed (including consultations, custom designed website concepts, in-progress viewing etc.)</td>
<td>Approx. 3 weeks from date of contract signature</td>
</tr>
<tr>
<td>2. Website developed (including programming/coding, website pages, website navigation, sitemap, site content, CSS stylesheet, website favicon etc.)</td>
<td>Approx. 3 weeks from completion of phase 1</td>
</tr>
<tr>
<td>3. Website tested (including Search Engine Readiness Check, browser compatibility testing etc.)</td>
<td>Approx. 2 weeks from completion of phase 2</td>
</tr>
<tr>
<td>4. Website completed (including minor adjustments/changes)</td>
<td>8 weeks in total from date of contract signature</td>
</tr>
<tr>
<td>Website launch, hosting and maintenance (will be done by ICT)</td>
<td></td>
</tr>
</tbody>
</table>

* Deadlines are subject to adjustments as discussed with the contracted company.

6. COMPETENCIES

Factors and capabilities required of the contractor:

- Should be familiar with developing for low-bandwidth situations (many internet users are stationed in developing countries with limited internet connections and should not encounter plug-ins).
- Should be prepared to work independently offsite, or onsite for certain periods with own portable workstation.
- Should demonstrate integrity by modelling the United Nation’s values and ethical standards.
- Should display cultural, gender, religion, race, nationality and age sensitivity and adaptability.
- Should treat all people fairly without favouritism.
7. REQUIREMENTS

Eligibility Documents/ Criteria:

- Evidence of experience (CV) of the staff/ individuals who will perform the required services;
- List of major clients (including contact details) and relevant projects/products of similar nature (minimum of two recent websites previously created and successfully implemented).

Please submit:

- The above-listed documents
- The summarized financial offer (see annex II)

By: 14:00 Monday, 16 November 2009 to UNU-ViE procurement department.

8. CONTRACT AND PAYMENT

As this will be a deliverables-based contract, where some of the details for delivery require collaboration with vendor, the relevant financial metric will be proposed by the bidder. The best combination of "best value for money" (ability to deliver substantial design + cost considerations) will determine the final selection.

<table>
<thead>
<tr>
<th>Location of execution/ Beneficiary</th>
<th>UNU/ UNW-DPC Bonn Office Germany</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Terms</td>
<td>Payment through bank transfers</td>
</tr>
<tr>
<td></td>
<td>Payment upon stages/deliverables</td>
</tr>
<tr>
<td></td>
<td>to be agreed with the contractor, subject to performance and quality certification and satisfaction by the beneficiary 2-4 weeks after deliverables</td>
</tr>
<tr>
<td>General Terms and Conditions</td>
<td>UNU General terms and conditions for services are attached for reference (Annex IV) Estimated Duration of the contract: 2 Months</td>
</tr>
</tbody>
</table>

9. START DATE

The start date of the contract is as soon as possible.

10. RELATED WEBSITES

UNU-ViE: [http://www.vie.unu.edu/alt3](http://www.vie.unu.edu/alt3)
UNW-DPC: [www.unwater.unu.edu](http://www.unwater.unu.edu)
UN Water: [http://www.unwater.org/](http://www.unwater.org/)
Annex II Request for Quotation Sheet / Summarized Financial Offer

Company Name/Individual Name: ____________________________
Address: ____________________________
Postal Code: ____________________________
Tel.: ____________________________
Fax: ____________________________
Email: ____________________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Description of Service</th>
<th>Measure Unit</th>
<th>Quantity</th>
<th>Price per Unit (EUR)</th>
<th>Total Amount (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Website Design</td>
<td>Lump-sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>VAT(if applicable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Add: Misc. charges(if any)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Freight (if applicable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Delivery Point

Benjamin Zhu
United Nations University ViE
Procurement Department
Hermann-Ehlers-Str.10
53113, Bonn

Vendor Name
Name of Authorized Official
Signature
Date
Annex III General Terms and Conditions

Submission of bids

Bids must be submitted in English or German based on the requirements specified in this bid (Request for Quotation or “RFQ”). Bidders must provide all requisite information under this RFQ and clearly and concisely respond to all points set out in the RFQ. However, unnecessarily elaborate brochures and other presentation beyond those sufficient to present complete and effective Bids, are not encouraged.

Technical Specifications of Requirement

No changes, substitutions or other alterations to the technical specifications of requirement stipulated in this RFQ document will be accepted unless approved in writing by the United Nations University (UNU).

No Commitment

This RFQ does not commit the UNU to award a contract or to pay any costs incurred in the preparation or submission of bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the bidder and not as an acceptance by the bidder of the offer made by the UNU. No contractual relationship will exist except pursuant to a written contract document signed by the duly authorized official of the UNU Procurement Service and by the selected bidder. This RFQ does not commit the UNU to consider any bid or to award a contract. If the bid is submitted on an “all or none” basis, it should clearly state so.

Criteria for Evaluation

All bids will be evaluated in accordance with the provisions of the UN Financial Regulations and Rules and established procedures of the UN, as well as the requirements of this RFQ. The following criteria will be considered in evaluating the bids:

a. Compliance with technical requirements;
b. Earliest delivery time;
c. Lowest cost to the UNU.

Payment Terms

The UN Financial Regulations and Rules preclude advance payments or payments by letter of credit. Such provisions in a bid will be prejudicial to its evaluation by the UN. The normal terms of payment by the UN are 30 days (although discounted items for early payment may be considered if offered by bidders) upon satisfactory delivery of goods or performance of services, acceptance thereof by the UNU and certification by the UNU of the contractor’s invoice. Bidders must therefore clearly specify in their bids the payment terms being offered.

Validity of Bids

Bids shall remain open and valid for acceptance for a period of at least 15 days from the date of opening specified in this RFQ.

Rejection of Bids and Split Awards

The UNU reserves the right to reject any and all bids if they inter alia:

i. are received after the deadline stipulated in the RFQ;
ii. are not properly marked or addressed as required in the RFQ;
iii. are delivered to another UN office location than the one required in the RFQ;
iv. are unsolicited;
v. contain an alternate bid; or
vi. are not otherwise in compliance with this RFQ.

The UNU also reserves the right to split an award between any bidders in any combination as it may deem appropriate and the bidders must be willing to accept partial awards.

**Withdrawal and Modification of Bids**

Bids may be modified or withdrawn in writing, prior to the bid closing time specified therein. Bids may not be modified or withdrawn after that time.

**Errors in Bids**

Bidders or their authorized agents are expected to examine any maps, drawings, specifications, circulars, schedules and other instructions pertaining to the work, made available by the UN to the bidders for inspection. Failure to do so will be at the bidder’s own risk. In case of error in the totalling of prices, the unit price will govern.

**Confidentiality**

This RFQ or any part thereof, and all copies thereof must be returned to the UNU upon request. It is understood that this RFQ is confidential and proprietary to the UNU, contains privileged information, part of which may be copyrighted, and is communicated to and received by bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of the UNU, except that bidder may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the RFQ, bidders will be bound by the contents of this paragraph whether or not their company submits a bid or responds in any other way to this RFQ.

**Rights of the UN**

All UNU vendors shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

If the UNU determines that a vendor has engaged in collusive bidding, has received improper assistance, engaged in corrupt practices, or conflict of interest situations, then notwithstanding any other legal rights or remedies it may have, the UNU reserves the right to reject any bid or recommendation to award a contract to such vendor.
Annex IV General Conditions for Professional Services

GENERAL CONDITIONS OF CONTRACT

CONTRACTS FOR THE PROVISION OF SERVICES

1. LEGAL STATUS OF THE PARTIES: The United Nations and the Contractor shall also each be referred to as a “Party” hereunder, and:

1.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor vis-à-vis the United Nations, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

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

3. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of any services to the United Nations by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:

3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of the United Nations, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

3.3 At the option of and in the sole discretion of the United Nations:

3.3.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by the United Nations prior to such personnel’s performing any obligations under the Contract;

3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of the United Nations prior to such personnel’s performing any obligations under the Contract; and,

3.3.3 in cases in which, pursuant to Article 3.2.1 or 3.2.2, above, the United Nations has reviewed the qualifications of such Contractor’s personnel, the United Nations may reasonably refuse to accept any such personnel.
3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

3.4.1 The United Nations may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

3.4.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of the United Nations, which shall not be unreasonably withheld.

3.4.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

3.4.4 All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all cases, be borne exclusively by the Contractor.

3.4.5 Any request by the United Nations for the withdrawal or replacement of the Contractor’s personnel shall not be considered to be a termination, in whole or in part, of the Contract, and the United Nations shall not bear any liability in respect of such withdrawn or replaced personnel.

3.4.6 If a request for the withdrawal or replacement of the Contractor’s personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with United Nations officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor’s personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel’s being withdrawn or replaced.

3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of the United Nations with respect to the Contractor’s personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

3.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of the United Nations shall:

3.6.1 undergo or comply with security screening requirements made known to the Contractor by the United Nations, including but not limited to, a review of any criminal history;

3.6.2 when within United Nations premises or on United Nations property, display such identification as may be approved and furnished by the United Nations security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to the United Nations for cancellation.

3.7 Not less than one working day after learning that any of Contractor’s personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform the United Nations about the particulars of the charges then known and shall continue to inform the United Nations concerning all substantial developments regarding the disposition of such charges.

3.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within United Nations premises or on United Nations property shall be confined to areas authorized or approved by the United Nations. The Contractor’s personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within United Nations premises or on United Nations property without appropriate authorization from the United Nations.
4. ASSIGNMENT:

4.1 Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on the United Nations. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract except with the prior written consent of the UN. Any such unauthorized delegation, or attempt to do so, shall not be binding on the United Nations.

4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor’s operations, provided that:

4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,

4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor’s assets or ownership interests; and,

4.2.3 the Contractor promptly notifies the United Nations about such assignment or transfer at the earliest opportunity; and,

4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to the United Nations following the assignment or transfer.

5. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of the United Nations. The United Nations shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that the United Nations reasonably considers is not qualified to perform obligations under the Contract. The United Nations shall have the right to require any subcontractor’s removal from United Nations premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

6. OFFICIALS NOT TO BENEFIT: The Contractor warrants that its has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of the United Nations. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

7. INDEMNIFICATION:

7.1 The Contractor shall indemnify, defend, and hold and save harmless, the United Nations, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the United Nations, including, but not limited to, all litigation costs and expenses, attorney’s fees, settlement payments and damages, based on, arising from, or relating to:

7.1.1 allegations or claims that the possession of or use by the United Nations of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to the United Nations under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor’s published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

7.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers’ compensation.
7.2 The indemnity set forth in Article 7.1.1, above, shall not apply to:

7.2.1 A claim of infringement resulting from the Contractor’s compliance with specific written instructions by the United Nations directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

7.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials, equipment, supplies or any components thereof furnished under the Contract if the United Nations or another party acting under the direction of the United Nations made such changes.

7.3 In addition to the indemnity obligations set forth in this Article 7, the Contractor shall be obligated, at its sole expense, to defend the United Nations and its officials, agents and employees, pursuant to this Article 7, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

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

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

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

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

7.5.3 refund to the United Nations the full price paid by the United Nations for the right to have or use such goods, property or services, or part thereof.
8. INSURANCE AND LIABILITY:

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

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

8.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
8.2.2 workers’ compensation insurance, or its equivalent, or employer’s liability insurance, or its equivalent, with respect to the Contractor’s personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
8.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death, bodily injury, products and completed operations liability, loss of or damage to property, personal and advertising injury, arising from or in connection with the Contractor’s performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,
8.2.4 such other insurance as may be agreed upon in writing between the United Nations and the Contractor.

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

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

8.5 Except for the workers’ compensation insurance or any self-insurance program maintained by the Contractor and approved by the United Nations, in its sole discretion, for purposes of fulfilling the Contractor’s requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:
8.5.1 name the United Nations as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
8.5.2 include a waiver of subrogation of the Contractor’s insurance carrier’s rights against the United Nations;
8.5.3 provide that the United Nations shall receive written notice from the Contractor’s insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,
8.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to the United Nations.

8.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
8.7 Except for any self-insurance program maintained by the Contractor and approved by the United Nations for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to the United Nations. Prior to the commencement of any obligations under the Contract, the Contractor shall provide the United Nations with evidence, in the form of certificate of insurance or such other form as the United Nations may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. The United Nations reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 8.5.3, above, the Contractor shall promptly notify the United Nations concerning any cancellation or material change of insurance coverage required under the Contract.

8.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

9. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or the United Nations.

10. EQUIPMENT FURNISHED BY THE UNITED NATIONS TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by the United Nations to the Contractor for the performance of any obligations under the Contract shall rest with the United Nations, and any such equipment shall be returned to the United Nations at the conclusion of the 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, and the Contractor shall be liable to compensate the United Nations for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, 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. 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. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with 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 without the written permission of the United Nations.
13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), 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 principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of 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, or pursuant to resolutions or regulations of the General Assembly or rules promulgated hereunder.

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. FORCE MAJEURE: OTHER CHANGES IN CONDITIONS:

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
14.2 If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the United Nations shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 15, “Termination,” except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, the United Nations shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

14.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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. TERMINATION:

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

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

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

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

15.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

15.3.3 place no further subcontracts or orders for materials, services, or facilities, except as the United Nations and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

15.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

15.3.5 transfer title and deliver to the United Nations the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated:

15.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the United Nations thereunder;

15.3.7 complete performance of the work not terminated; and,

15.3.8 take any other action that may be necessary, or that the United Nations may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which the United Nations has or may be reasonably expected to acquire an interest.
15.4 In the event of any termination of the Contract, the United Nations shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, the United Nations shall not be liable to pay the Contractor except for those goods delivered and services provided to the United Nations in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor’s receipt of notice of termination from the United Nations or prior to the Contractor’s tendering of notice of termination to the United Nations.

15.5 The United Nations may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

15.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

15.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

15.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

15.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

15.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership, or,

15.5.6 the United Nations reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

15.6 Except as prohibited by law, the Contractor shall be bound to compensate the United Nations for all damages and costs, including, but not limited to, all costs incurred by the United Nations in any legal or non-legal proceedings, as a result of any of the events specified in Article 15.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform the United Nations of the occurrence of any of the events specified in Article 15.5, above, and shall provide the United Nations with any information pertinent thereto.

15.7 The provisions of this Article 15 are without prejudice to any other rights or remedies of the United Nations under the Contract or otherwise.

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

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

18. SETTLEMENT OF DISPUTES:

18.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
18.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 18.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

20. TAX EXEMPTION:

20.1 Article 11, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with the United Nations to determine a mutually acceptable procedure.

20.2 The Contractor authorizes the United Nations to deduct from the Contractor’s invoices 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 written 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, and the United Nations shall reimburse the Contractor for any such taxes, duties, or charges so authorized by the United Nations and paid by the Contractor under written protest.

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

22. MODIFICATIONS:

22.1 Pursuant to the Financial Regulations and Rules of the United Nations, only the Chief of the United Nations Procurement Division, or such other Contracting authority as the United Nations has made known to the Contractor in writing, possesses the authority to agree on behalf of the United Nations to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against the United Nations unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief of the United Nations Procurement Division or such other contracting authority.

22.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 22.1, above.

22.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against the United Nations nor in any way shall constitute an agreement by the United Nations thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 22.1, above.
23. AUDITS AND INVESTIGATIONS:

23.1 Each invoice paid by the United Nations shall be subject to a post-payment audit by auditors, whether internal or external, of the United Nations or by other authorized and qualified agents of the United Nations at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. The United Nations shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the United Nations other than in accordance with the terms and conditions of the Contract.

23.2 The Contractor acknowledges and agrees that, from time to time, the United Nations may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of the United Nations to conduct an investigation and the Contractor’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the United Nations access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with such access to the Contractor’s personnel and relevant documentation. The Contractor shall require its agents, including but not limited to, the Contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the United Nations hereunder.

24. LIMITATION ON ACTIONS:

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

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

25. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle 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.

26. MINES: The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor’s subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle 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.

27. SEXUAL EXPLOITATION:

27.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitative or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle 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.

27.2 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.
Annex V General Conditions of Purchase Order

A. PAYMENT

In the case of goods to be delivered to the United Nations University (hereafter referred to as the UNU) in Tokyo, the UNU shall make payment within 30 days of receipt of (a) the goods and (b) the invoice and other documents specified in this Contract, whichever (a) or (b) is the later.

In the case of goods to be delivered elsewhere the UNU shall, unless otherwise specified in this Contract, make payment within 30 days of receipt of (a) the Vendor’s invoice for the goods and (b) copies of the customary shipping documents and other documents specified in this Contract, whichever (a) or (b) is the later.

Unless otherwise authorized by the UNU, a separate invoice must be submitted in respect of each shipment under this Contract and such invoice must bear the Purchase Order Number appearing on the top left hand corner of the face of this document.

The prices shown herein may not be increased except by express written agreement of the UNU. The UNU will not pay any charge for late payments unless expressly agreed to in writing.

The UNU shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Contract: payment for any goods pursuant to this Contract shall not be deemed an acceptance of the goods.

B. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations University provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes the UNU to deduct from the Vendor’s invoice any amount representing such taxes or duties charged by the Vendor to the UNU. Payment of such corrected invoiced amount shall constitute full payment by the UNU. In the event any taxing authority refuses to recognize the UNU exemption from such taxes, the Vendor shall immediately consult with the UNU to determine a mutually acceptable procedure.

C. EXPORT LICENSES

If an export license or licenses are required for the goods, the Vendor shall obtain that license or licenses.

D. RISK OF LOSS

Risk of loss, injury or destruction to the goods shall be borne by the Vendor until physical delivery of the goods has been completed in accordance with this Contract.

E. FITNESS OF GOODS INCLUDING THEIR PACKAGING

Vendor warrants that the goods, including their packaging, conform to specifications and are fit for the purpose for which such goods are ordinarily used and for purposes expressly made known to the vendor by the UNU, and are free from defects in workmanship and materials. The Vendor also warrants that the goods are contained or packaged in a manner adequate to protect the goods.

F. RIGHTS OF THE UNU

In case of failure by the Vendor to perform under the terms and conditions of this Contract, including
but not limited to failure to obtain necessary export licenses or to make delivery of all or part of the goods by the agreed delivery date or dates, the UNU may, after giving the Vendor reasonable notice to perform and without prejudice to any of the rights or remedies, exercise one or more of the following rights:

1. Procure all or part of the goods from other sources, in which event the UNU may hold the Vendor responsible for any excess cost occasioned thereby. In exercising such rights the UNU shall mitigate its damages in good faith;
2. Refuse to accept delivery of all or part of the goods;
3. Terminate this Contract.

G. ASSIGNMENT AND INSOLVENCY

1. The Vendor shall not, except after obtaining the written consent of the UNU, assign, transfer, pledge or make other disposition of this contract, or any part thereof, or any of the Vendor’s rights or obligations under this Contract.

2. Should the Vendor become insolvent or should control of the Vendor change by virtue of insolvency, the UNU may, without prejudice to any other rights or remedies, terminate this Contract by giving the Vendor written notice of termination.

H. USE OF UNU NAME AND EMBLEM

The Vendor shall not use the name, emblem or official seal of the United Nations University or any abbreviation of the name United Nations University for any purpose.

I. PROHIBITION ON ADVERTISING

The Vendor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to the UNU.

J. ARBITRATION

Any controversy or claim arising out of or in connection with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

K. PRIVILEGES AND IMMUNITIES

Nothing in or relating to these General Conditions or this Contract shall be deemed a waiver of any of the privileges and immunities of the UNU, including its subsidiary organs.