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United Nations Population Fund
Asia and Pacific Regional Office (APRO)
4th Floor United Nations Service Building
Bangkok, 10200 Thailand
E-mail: apro-procurement@unfpa.org
Website: www.unfpa.org

Date: 25th August 2025

REQUEST FOR QUOTATION
RFQ Nº UNFPA/BKK/RFQ/25/004
PROCUREMENT OF COMPUTER LAPTOP, AND MONITOR

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following items:

Item N°	Product Name	Product Description	Unit of Measure	Quantity
1	**Computer Laptop (English Keyboard Layout)**	**Computer Laptop (English Keyboard Layout) with the below specification** • 14th Gen Intel Mobile Core i7 or Intel® Core™ Ultra Processor 7 or equivalent • At least Four-Core Processor with at least 4.0 GHz speed and at least 12MB cache • At least 16GB DDR4 or DDR5 Memory • At least 512GB Solid State Drive • Dual-Band (or better) Wireless 802.11ax • At least 1 USB-C Thunderbolt 4.0 port • At least 1 USB-A version 3.2 (Gen 1 or above) port • 1 Audio combo port • 1 HDMI 2.0 (or later) port • Security lock Slot • Touch Screen 14" FHD (1920 x 1080 or higher) Anti-Glare • Integrated Graphics • At least 40Wh Lithium-Ion battery • Built-in **English Keyboard** • Touch Fingerprint Reader (preferable but not required) • At least 720p resolution webcam • Speaker and noise canceling digital array microphone	**Each**	**11**

DS 25-Aug-2025

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		• Metal alloy body (for protection while traveling) • AC Adapter with power cord TIS 166-2549 (Type O) plug (compatible with Thai socket) • Preloaded Windows 11 Professional 64bit • USB-C Docking station (with HDMI and DisplayPort) • Carrying bag for laptop (messenger type is preferred) • External Wireless Mouse and **English Keyboard** • Three years battery warranty • At least four years warranty, including accidental damage to the laptop • Next business day onsite service warranty • Compliance and Standards: ENERGY STAR and TCO Certified laptop		
2	**Computer Laptop (Thai/English Keyboard Layout)**	**Computer Laptop (Thai/English Keyboard Layout) with the below specification** • 14th Gen Intel Mobile Core i7 or Intel® Core™ Ultra Processor 7 or equivalent • At least Four-Core Processor with at least 4.0 GHz speed and at least 12MB cache • At least 16GB DDR4 or DDR5 Memory • At least 512GB Solid State Drive • Dual-Band (or better) Wireless 802.11ax • At least 1 USB-C Thunderbolt 4.0 port • At least 1 USB-A version 3.2 (Gen 1 or above) port • 1 Audio combo port • 1 HDMI 2.0 (or later) port • Security lock Slot • Touch Screen 14" FHD (1920 x 1080 or higher) Anti-Glare • Integrated Graphics • At least 40Wh Lithium-Ion battery • Built-in **Thai/English Keyboard** • Touch Fingerprint Reader (preferable but not required) • At least 720p resolution webcam	**Each**	**6**

DS DC 25-Aug-2025

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		• Speaker and noise canceling digital array microphone • Metal alloy body (for protection while traveling) • AC Adapter with power cord TIS 166-2549 (Type O) plug (compatible with Thai socket) • Preloaded Windows 11 Professional 64bit • USB-C Docking station (with HDMI and DisplayPort) • Carrying bag for laptop (messenger type is preferred) • External Wireless Mouse and **Thai/English Keyboard** • Three years battery warranty • At least four years warranty, including accidental damage to the laptop • Next business day onsite service warranty • Compliance and Standards: ENERGY STAR and TCO Certified laptop		
3	**Monitor 27”**	**Monitor 27”** • Viewable Size 68.59 cm (27.0 Inches) • Resolution 1920 x 1080 at 60Hz • Contrast Ratio 1000: 1 (typical) • Pixel Per Inch (PPI): 82 • Contrast Ratio 1000: 1 (typical) • Aspect Ratio (16:9) • Backlight Technology LED • Brightness 300 cd/m2 (typical) • 1 x DisplayPort version 1.2 • 1 x HDMI port version 1.4 • 1 x VGA port (preferable but not required) • 1 x USB 3.2 Gen1 Type-B or Type-C upstream • 4 x USB 3.2 Gen1 Type-A or Type-C downstream • Height-adjustable stand • Tilt-adjustable (-5° to 21°) • Swivel – adjustable (-45° to 45°) • 3 years Next business day onsite service warranty • Compliant Standards ENERGY STAR certified	**Each**	**1**

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I. About UNFPA

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

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

Objective:

The objective of the RFQ is to identify a supplier who can provide UNFPA with all the above-mentioned products/after sales service. The selected vendor is expected to provide such products/after sales service, based on specific Purchase Orders submitted to the vendor.

II. Questions

Questions or requests for further clarifications should be submitted in writing to the contact person below:

Name of contact person at UNFPA:	*Ms. Jarintorn Kiatniyomrung*
Tel Nº:	*+66 (0)2 687 0159*
Email address of contact person:	*kiatniyomrung@unfpa.org*

The deadline for submission of questions is **Monday 1st September 2025 at 17:00 Bangkok time[1].** Questions will be answered in writing and shared with all parties as soon as possible after this deadline.

III. Eligible Bidders

This Request for Quotation is open to all eligible bidders; to be considered an eligible bidder for this solicitation process you must comply with the following:

- A bidder must be a legally-constituted company that can provide the requested products and after sales service and have legal capacity to enter into a contract with UNFPA to deliver the products and perform after sales service in the country, or through an authorized representative.
- A bidder must not have a conflict of interest regarding the solicitation process or with the TORs / Technical Specifications. Bidders found to have a conflict of interest shall be disqualified.
- At the time of Bid submission, the bidder, including any JV/Consortium members, is not under procurement prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and has not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group.
- Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on UN Supplier Code of Conduct.

[1] http://www.timeanddate.com/worldclock/city.html?n=69

DS DC 25-Aug-2025

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IV. Content of quotations

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

a) Technical proposal, in response to the requirements outlined in the specifications should comply with:
   - The bidder shall be required to quote for all items.
   - The bidder shall be required to provide the brand/model of the offered items.
   - The bidder shall be required to provide the technical specification of all offered items.
   - The bidder shall be required to provide the delivery lead time of all offered items

b) Signed Declaration Form, to be submitted strictly in accordance with the document.
c) Price quotation, to be submitted strictly in accordance with the price quotation form

All three parts of the quotation must be signed by the company's relevant authority and submitted in PDF format.

V. Instructions for submission

Proposals should be prepared based on the guidelines set forth in Section IV above, along with a properly filled out and signed Declaration Form signed Price Quotation Form, and are to be sent by e-mail to Email address for bid submission at **apro-procurement@unfpa.org** no later than: **Monday 8th September 2025 at 17:00 Bangkok time**[2]

Please note the following guidelines for electronic submissions to UNFPA's APRO secured email address:

- The following reference must be included in the email subject line: **RFQ Nº UNFPA/BKK/RFQ/25/004** Proposals, including both technical and financial proposals, that do not contain the correct email subject line may be overlooked by the procurement officer and therefore not considered.
- The total email size may not exceed **25 MB (including email body, encoded attachments and headers)**. Where the technical details are in large electronic files, it is recommended that these be sent separately before the deadline.
- Please do **NOT** send the emails containing your offer to any other email address (not even as a copy (CC) or blind copy (BCC)); otherwise UNFPA will not be able to guarantee confidentiality and fair and transparent handling of your bid. UNFPA reserves the right to reject bids sent via the appropriate channel but copied or blind copied to other email addresses.
- When submitting electronic offers, Bidders will receive an auto-reply acknowledging receipt of the **first** email. Should you offer require to submit more than one email, in the body of this first email, bidders are requested to list the number of messages, which make up their technical offer and the number of messages, which make up their financial offer. If you do not receive any auto-reply for the first email from UNFPA's email system, please inform *Ms. Jarintorn Kiatniyomrung, Programme Admin Associate at kiatniyomrung@unfpa.org*
- Any quotation submitted will be regarded as an offer by the bidder and does not constitute or imply acceptance of the quotation by UNFPA. UNFPA is under no obligation to award a contract to any bidder as a result of this RFQ.

[2] http://www.timeanddate.com/worldclock/city.html?n=69

DS DC 25-Aug-2025

Docusign Envelope ID: BC3822D4-FF82-4903-88FA-90B9589B8EE8

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VI. Overview of Evaluation Process

Quotations will be evaluated based on the compliance with the technical specifications and the total landed cost (as per price quote).

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

VII. Award

In case of a satisfactory result from the evaluation process, UNFPA shall award a Purchase Order to the lowest priced bidder whose bid has been determined to be substantially compliant with the bidding documents.

VIII. Right to Vary Requirements at Time of Award

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

IX. Payment Terms

UNFPA payment terms are net 30 days upon receipt of shipping documents, invoice and other documentation required by the contract.

X. Fraud and Corruption

UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. UNFPA's Policy regarding fraud and corruption is available here: Fraud Policy. Submission of a proposal implies that the Bidder is aware of this policy.

Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers.

A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at UNFPA Investigation Hotline.

XI. Zero Tolerance

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

XII. RFQ Protest

Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint to the UNFPA Head of the Business Unit, Mr. Pio Smith, Regional

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Director, UNFPA APRO at psmith@unfpa.org. Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief, Supply Chain Management Unit at supplychain@unfpa.org.

XIII. Disclaimer

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

XIV. Personal Data Protection

In addition to the publishing of the contract award in accordance with the UNFPA Procurement Procedures as from time to time updated or modified by UNFPA, available at:
https://www.unfpa.org/resources/procurement-procedures (or such other URL as UNFPA may from time to time decide) as reflected in this document, the proposer acknowledges and agrees that UNFPA may process, collect, use, store, transfer and publish ("process") the proposer's information and data relating to, or in connection with this solicitation exercise (the "Information") for purposes of evaluating all offers received in response to the solicitation exercise, including the subsequent contracting (the "Specified Purposes").

UNFPA will not process the proposer's Information in a form that could identify an individual ("Personal Data") except to the extent necessary to achieve the Specified Purposes. UNFPA will process Personal Data in accordance with the UN Personal Data Protection and Privacy Principles adopted by the United Nations on 11 October 2018, available at:
https://archives.un.org/sites/archives.un.org/files/_un-principles-on-personal-data-protection-privacy-hlcm-2018.pdf (or such other URL as the United Nations may from time to time decide), the UNFPA Policy and Procedures on Personal Data Protection (the "UNFPA DP Policy") as from time to time updated or modified by UNFPA, available at
https://www.unfpa.org/admin-resource/unfpa-policy-and-procedures-personal-data-protection (or such other URL as UNFPA may from time to time decide) and any guidance notes, guidelines, procedures, directives or other documentation issued by UNFPA pursuant to or in connection with the UNFPA DP Policy. The proposer will comply with the applicable data protection laws to which the proposer is subject in the processing of personal data and will ensure an adequate level of personal data protection essentially equivalent to the standard reflected in the UNFPA DP Policy.

DS DC 25-Aug-2025

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PRICE QUOTATION FORM

Name of Bidder:	Click here to enter company name
Date of the quotation:	Click here to enter a date.
Request for quotation Nº:	**RFQ Nº UNFPA/BKK/RFQ/25/004 - PROCUREMENT OF COMPUTER LAPTOP, AND MONITOR**
Currency of quotation:	Thai Baht (THB)
Validity of quotation: XXXX *(The quotation shall be valid for a period of at least 3 months after the submission deadline.)*	

- Quoted rates must be **exclusive of all taxes**, since UNFPA is exempt from taxes.

Item	Product Name & Description	UOM	Unit Price in Thai Baht (THB)	Number of Units	Total Price in Thai Baht (THB)
1	**Computer Laptop (English Keyboard Layout) -** Please indicate Brand and Model	Each		**11**	
2	**Computer Laptop (Thai/English Keyboard Layout)** - Please indicate Brand and Model	Each		**6**	
3	**Monitor 27"**- Please indicate Brand and Model	Each		**1**	
4	Delivery Charges based on the following 2020 Incoterm, **DAP** to: **The United Nations Population Fund Asia and Pacific Regional Office (UNFPA APRO), 4th Floor United Nations Service Building, Rajdamnern Nok Avenue, Bangkok, 10200, Thailand. The cost needs to be 'All-Inclusive Cost' which include all related cost i.e. 'Unloading from truck/van' at the parking space of the UN Building and move goods to UNFPA APRO Office located at the 4th floor of the UN Building.**	Each		**1**	

DS 25-Aug-2025

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Total Contract Price:	XXXX Thai Baht (THB)

Vendor's Comments:

I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed **RFQ Nº UNFPA/BKK/RFQ/25/004 - PROCUREMENT OF COMPUTER LAPTOP, AND MONITOR** including all annexes, amendments to the RFQ document (if applicable) and the responses provided by UNFPA on clarification questions from the prospective service providers. Further, the company accepts the General Conditions of Contract for UNFPA and we will abide by this quotation until it expires.

	Click here to enter a date.
Name and title	Date and place

DS DC 25-Aug-2025

Docusign Envelope ID: BC3822D4-FF82-4903-88FA-90B9589B8EE8

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DECLARATION FORM
RFQ Nº UNFPA/BKK/RFQ/25/004
PROCUREMENT OF COMPUTER LAPTOP, AND MONITOR

The undersigned, being a duly authorized representative of the Company represents and declares that:

		YES	NO
1.	The Company and its Management[3] have not been found guilty pursuant to a final judgement or a final administrative decision of any of the following:		
	a. Fraud;	☐	☐
	b. Corruption;	☐	☐
	c. conduct related to a criminal organization;	☐	☐
	d. money laundering or terrorist financing;	☐	☐
	e. terrorist offences or offences linked to terrorist activities;	☐	☐
	f. sexual exploitation and abuse;	☐	☐
	g. child labour, forced labour, human trafficking; or	☐	☐
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Organization or its Management).	☐	☐
2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	☐	☐

[3] "Management" means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.

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3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	☐	☐
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	☐	☐
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business (*creating a shell company*).	☐	☐
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) (*being a shell company*).	☐	☐

The UNFPA reserves the right to disqualify the Company, suspend or terminate any contract or other arrangement between the UNFPA and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNFPA of any changes in the situations declared above.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNFPA and the Company.

Signature: _____

Date: _____

Name and Title: _____

DS DC 25-Aug-2025

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Name of the Company: _____

UNGM Nº: _____

Postal Address: _____

Email: _____

DS DC 25-Aug-2025

Docusign Envelope ID: BC3822D4-FF82-4903-88FA-90B9589B8EE8

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ANNEX I:
General Conditions of Contracts:
De Minimis Contracts

This Request for Quotation is subject to UNFPA's General Conditions of Contract: De Minimis Contracts, which are available in: English, Spanish and French

DS DC 25-Aug-2025

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Annex I

GENERAL CONDITIONS OF CONTRACT

De Minimis Contracts

1. **LEGAL STATUS OF THE PARTIES:** The Party with whom UNFPA is contracting ("Contractor") under the contract to which these General Conditions of Contract apply and be made a part thereof ("Contract") shall be considered as having the legal status of an independent contractor *vis-à-vis* UNFPA. The Contractor's officials, representatives, employees, agents, subcontractors, or any other persons engaged and controlled by the Contractor to perform any services under the Contract (collectively, the "Personnel") shall not be considered in any respect as being the employees or agents of UNFPA.

2. **DEFINITIONS:** For purposes of these General Conditions of Contract, the capitalized terms used herein shall have the meaning as defined in the Contract, unless defined in these General Conditions of Contract.

3. **RESPONSIBILITY FOR PERSONNEL:** The Contractor shall be responsible for the professional and technical competence of its Personnel 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. **ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNFPA.

5. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNFPA for all subcontractors. The approval of UNFPA of a subcontractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any subcontract shall be subject to and conform with the provisions of this Contract.

6. **REPRESENTATIONS AND WARRANTIES:**

6.1 The Contractor represents and warrants throughout the entire validity period of the Contract ("Contract Term") that:

6.1.1 the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;

6.1.2 all of the information it has previously provided to UNFPA, or that it provides to UNFPA during the Contract Term, concerning the Contractor and the provision of the goods, services and the delivering of the deliverables is true, correct, accurate and not misleading;

6.1.3 it is financially solvent and is able to provide the goods and the services to UNFPA in accordance with the terms and conditions of the Contract;

6.1.4 it has, and will maintain throughout the Contract Term, all rights, licenses, authority and resources necessary, as applicable, to provide the goods, services and deliver the deliverables to UNFPA's satisfaction within agreed timelines and to perform its obligations under the Contract;

6.1.5 the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party;

6.1.6 the Fees for the services and deliverables under the Contract are the most favourable pricing terms available to any customer of the Contractor (or of any its affiliated entities). If at any time during the term of this Contract, any other customer of the Contractor (or of any of the Contractor's affiliated entities) obtains more favourable pricing terms than those provided to UNFPA, the Contractor will retroactively adjust the Fee and related pricing terms under this Contract to conform to the more favourable terms and the Contractor will promptly pay UNFPA any amounts owing to UNFPA as a result of such retroactive Fee adjustment; and

6.1.7 except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any work resulting from the services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNFPA and will refrain from any action which may adversely affect UNFPA or the United Nations.

DS 25-Aug-2025

6.2 The Contractor further represents and warrants throughout the Contract Term that it and its Personnel will perform the Contract and provide the goods, the services and deliverables:

6.2.1 in a professional and workmanlike manner;

6.2.2 with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in the same industry; and

6.2.3 with priority equal to that given to the same or similar services of a time sensitive nature for the Contractor's other clients.

6.3 The representations and warranties made by the Contractor in Articles 6.1 and 6.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNFPA to procure the goods, the services and/or deliverables; and (b) each governmental entity or other entity (as applicable) that receives the direct benefit of the goods, the services and/or deliverables.

7. **INDEMNIFICATION**: The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, its officials, staff, personnel, representatives and agents 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 Personnel, in the performance of the Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or subcontractors. The obligations under this Article do not lapse upon termination or expiration of the Contract.

8. **INSURANCE AND LIABILITY**:

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

8.2 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.

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

8.4 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 Personnel or subcontractors performing work or services in connection with this Contract.

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

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

8.6.1 Name UNFPA as additional insured;

8.6.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;

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

8.7 The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article.

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 UNFPA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.

10. **EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR**: Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the termination or expiration of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when

DS 25-Aug-2025
DC

delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

11. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

11.1 Except as is otherwise expressly provided in writing in the Contract, UNFPA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials, whether in intangible or tangible form, and including any and all derivative works thereof, which the Contractor has developed for UNFPA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents, and other materials constitute works made for hire for UNFPA.

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, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA, without further charge, a perpetual, worldwide 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 UNFPA, the Contractor shall take all necessary steps, execute all necessary documents, and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of the applicable law and of the Contract.

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

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

13. **DATA PROTECTION AND SECURITY:**

13.1 The following terms have the following meaning:

13.1.1 "End User" means, in the event that the goods, services or deliverables involve the use of any information systems, any and all UNFPA officials, staff, personnel, representatives and agents and any other external users collaborating with UNFPA, in each case, authorized by UNFPA to access and use the goods, services and/or deliverables;

13.1.2 "UNFPA Data" shall mean any and all information or data, including UNFPA Personal Data (as defined in Article 14.2, below), in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNFPA and/or End Users under the Contract or through UNFPA's and/or End Users' use of the goods or services or in connection with the goods or services, or (b) are collected or obtained by the Contractor in connection with, or related to, the performance of the Contract;

13.1.3 "Disabling Code" means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNFPA information system or network;

13.1.4 "Security Incident" means, with respect to any information system, service or network used in the delivery of the goods, services or deliverables, one or more events that (a) indicates that the

security of such information system, service, or network may have been breached or compromised

DS 25-Aug-2025

and (b) that such breach or compromise could very likely compromise the security of UNFPA's Confidential Information (as defined in Article 15, below) or weaken or impair UNFPA's operations. Security Incidents include any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNFPA Data that compromises the security, confidentiality, or integrity of UNFPA Data, or the ability of UNFPA or End Users to access UNFPA Data.

13.2 All UNFPA Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNFPA Data, will be the exclusive property of UNFPA, and the Contractor has a limited, nonexclusive license to access and use the UNFPA Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNFPA Data or its content.

13.3 The Contractor confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNFPA Data. The Contractor shall comply with any guidance or conditions on access, disclosure, retention and destruction notified by UNFPA to the Contractor in respect of UNFPA Data.

13.4 The Contractor shall use its reasonable efforts to ensure the logical segregation of UNFPA Data from other information to the fullest extent possible. The Contractor shall use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's obligations under the Contract. At UNFPA's request, the Contractor shall provide UNFPA with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfil its obligations under this Article; provided that any such policies and description provided by the Contractor will be treated as Confidential Information under the Contract. UNFPA may assess the effectiveness of these safeguards, controls and protective measures and, at UNFPA's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNFPA. The Contractor shall not, and shall ensure that its Personnel will not, transfer, copy, remove or store UNFPA Data from a UNFPA location, network or system without the prior written approval of an authorized official of UNFPA.

13.5 Except as otherwise expressly stated in the Contract or with UNFPA's express prior written consent, the Contractor will not install any application or other software on any UNFPA device, network or system. The Contractor represents and warrants to UNFPA that the services and deliverables provided under the Contract will not contain any Disabling Code, and that UNFPA will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNFPA's other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNFPA Data lost by UNFPA and/or end users as a result of disabling code; (b) furnish to UNFPA a corrected version of the services without the presence of Disabling Codes; and (c) as needed, re-implement the services.

13.6 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of such Security Incident and at its sole cost and expense: (a) notify UNFPA of such Security Incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNFPA's and, as directed by UNFPA, End Users' access to the services and/or goods. The Contractor will keep UNFPA reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNFPA's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNFPA's reasonable satisfaction, any such Security Incident, UNFPA may terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

13.7 The provisions of this Article shall survive any termination or expiration of the Contract.

14. **PERSONAL DATA:**

14.1 UNFPA will handle Personal Data that it obtains from the Contractor as a result of, or in connection with, the Contract solely in accordance with its own legal framework.

14.2 "Personal Data" shall mean any information relating to an identified or identifiable individual, and "UNFPA Personal Data" shall mean Personal Data that is obtained by the Contractor from UNFPA in connection with,

DS DC 25-Aug-2025

or related to, the performance of the Contract. For the purposes of the Contract, "Personal Data" shall be treated as Confidential Information within the meaning of Article 15, below.

14.3 The Contractor confirms that it has a Personal Data protection policy in place that meets a standard equivalent to the UNFPA Policy and Procedures on Personal Data Protection, available at https://www.unfpa.org/sites/default/files/admin-resource/ICT_Personal_Data_Protection_Policy.pdf (or such other URL as UNFPA may from time to time decide). Unless otherwise provided in the Contract, the Contractor shall take all appropriate measures, consistent with applicable laws, that have a bearing on the Contractor, to safeguard UNFPA Personal Data.

14.4 Without prejudice to the generality of Article 14.3 and Article 13, above, and unless otherwise more specifically provided in the Contract, the Contractor shall, at a minimum:

14.4.1 process UNFPA Personal Data solely and exclusively in accordance with the requirements of the Contract, and shall not use UNFPA Personal Data for the Contractor's research, marketing, sales, promotional, or any other purposes;

14.4.2 implement appropriate technical and organizational measures, including appropriate access-control measures, to ensure that UNFPA Personal Data is accessed on a "need-to-know" basis by authorized Personnel only;

14.4.3 implement appropriate data security measures to preserve the integrity of UNFPA Personal Data and prevent any corruption, tampering, loss, damage, unauthorized access and improper disclosure of UNFPA Personal Data;

14.4.4 process UNFPA Personal Data in a manner that is adequate, relevant and limited to what is necessary for the performance of the Contract, and ensure that UNFPA Personal Data is kept for no longer than is necessary to perform the Contract;

14.4.5 as and when requested by UNFPA, update or rectify UNFPA Personal Data to ensure its accuracy;

14.4.6 transfer UNFPA Personal Data to third parties, including the Contractor's agents or subcontractors, only in accordance with the requirements of the Contract, and on terms and conditions equivalent to those set forth in this Article and Article 15 ("Confidential Nature of Documents and Information");

14.4.7 immediately notify UNFPA in writing upon becoming aware of any personal data breach that affects, or might affect, UNFPA Personal Data; take immediate mitigating and/or remedial action, including mitigating and/or remedial action as directed by UNFPA; and inform and update on a regular basis UNFPA of any measures taken by the Contractor to address such personal data breach;

14.4.8 as set forth in the Contract or as otherwise instructed by UNFPA in writing, the Contractor shall return, delete or destroy UNFPA Personal Data and, upon written request by UNFPA, provide substantiating evidence of such destruction to UNFPA, and

14.4.9 consult with, and follow the instructions of, UNFPA with respect to handling any requests and/or complaints by third parties in respect of UNFPA Personal Data made available to or received by the Contractor.

14.5 The provisions of this Article shall survive any termination or expiration of the Contract.

15. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**: Information and data 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 (collectively "Confidential Information"), shall be held in confidence by that Party and shall be handled as follows:

15.1 The Recipient shall:

15.1.1 use the same care and discretion to avoid disclosure, publication, or dissemination of the Discloser's Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; *and*,

15.1.2 use the Discloser's Confidential Information solely for the purpose for which it was disclosed.

15.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Confidential Information confidential in accordance with the Contract and this Article, the Recipient

DS 25-Aug-2025
DC

may disclose Confidential Information to:

15.2.1 any other party with the Discloser's prior written consent; *and*,

15.2.2 the Recipient's officials, representatives, employees, staff, personnel, agents and subcontractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract, and officials, representatives, employees, staff, personnel, agents and subcontractors of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Confidential Information for purposes of performing obligations under the Contract, *provided that,* for these purposes a controlled legal entity means:

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

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

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

15.3 The Contractor may disclose Confidential Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, including UNFPA, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Confidential Information in order to allow UNFPA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

15.4 UNFPA may disclose Confidential Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

15.5 The Recipient shall not be precluded from disclosing Confidential 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.

15.6 These obligations and restrictions of confidentiality shall be effective during the Contract Term, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following termination or expiration of the Contract.

16. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**:

16.1 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.

16.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNFPA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 17, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

16.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNFPA is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations

DS 25-Aug-2025
DC

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.

17. **TERMINATION**:

17.1 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 20.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

17.2 UNFPA may terminate forthwith this Contract at any time should the mandate or its funding be curtailed or terminated, in which case the Contractor shall be reimbursed by UNFPA for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNFPA may terminate the Contract without having to provide any justification therefor.

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

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

17.5 The provisions of this Article are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.

18. **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.

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

20. **SETTLEMENT OF DISPUTES**:

20.1 **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.

20.2 **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 20.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any Confidential Information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any Confidential Information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the United States Federal Reserve Bank of New York's Secured Overnight Financing Rate ("SOFR") 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.

21. **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.

22. **TAX EXEMPTION**:

DS DC 25-Aug-2025

22.1 Pursuant to Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, the United Nations, including UNFPA, 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 entity refuses to recognize the exemptions of UNFPA from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.

22.2 The Contractor authorizes UNFPA to deduct from the Contractor's invoices any amount representing such taxes, duties, or charges, unless the Contractor has consulted with UNFPA before the payment thereof and UNFPA 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 UNFPA with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNFPA shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNFPA and paid by the Contractor under written protest.

23. **MODIFICATIONS**: Pursuant to the Financial Regulations and Rules of UNFPA, only the Chief of the Supply Chain Management Unit of UNFPA or such other contracting authority as made known to the Contractor in writing, possesses the authority to agree on behalf of UNFPA to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNFPA unless provided by an amendment to this Contract signed by the Contractor and the Chief of the Supply Chain Management Unit of UNFPA or such other contracting authority.

24. **AUDITS AND INVESTIGATIONS**:

24.1 Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA or the United Nations or by other authorized and qualified agents of UNFPA or the United Nations at any time during the Contract Term and for a period of three (3) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.

24.2 UNFPA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the Contract Term and for a period of three (3) years following the expiration or prior termination of the Contract.

24.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its Personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants, or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA or the United Nations hereunder.

25. **LIMITATION ON ACTIONS**:

25.1 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 20.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

25.2 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.

26. **ESSENTIAL TERMS**: The Contractor acknowledges and agrees that each of the provisions in Articles 27 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNFPA to terminate the Contract or any other contract with UNFPA immediately upon notice to the Contractor, without any liability

DS 25-Aug-2025

for termination charges or any other liability of any kind.

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

28. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any official, staff, personnel, representative, or other agent of UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

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

30. **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.

31. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

32. **SEXUAL EXPLOITATION:** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel. 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 Personnel from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

33. **PROHIBITION OF PROSCRIBED PRACTICES:**

33.1 The Contractor shall not engage in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices, and shall bring allegations of such practices arising in relation to this Contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of the Director, Office of Audit and Investigation Services, UNFPA. The Contractor acknowledges that any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices as these terms are defined in the UNFPA Oversight Policy, available at https://www.unfpa.org/admin-resource/unfpa-oversight-policy (or such other URL as UNFPA may from time to time decide) may lead to the imposition by UNFPA of sanctions (including censure or ineligibility/debarment) with regard to continuing or future business with UNFPA, at UNFPA's sole discretion and without prejudice to any other right or remedy available to UNFPA.

33.2 The Contractor shall review and take note of the UNFPA Policy against Fraudulent and Other Proscribed Practices, available at http://www.unfpa.org/sites/default/files/admin-resource/Eths_Fraud_policy.pdf (or such other URL as UNFPA may from time to time decide), the UNFPA Policy and Procedures for Vendor Review and Sanctions available at https://www.unfpa.org/sites/default/files/admin-resource/PSB_Vendor_Review_and_Sanctions.pdf (or such other URL as UNFPA may from time to time decide) as well as of the UNFPA Policy on the Prohibition of Harassment, Sexual Harassment, Abuse of Authority and Discrimination, available at https://www.unfpa.org/admin-resource/policy-harassment-sexual-harassment-and-abuse-authority-0 (or such other URL as UNFPA may from time to time decide).

34. **UN SECURITY COUNCIL/ NO SUPPORT TO TERRORISM/ ANTI-MONEY LAUNDERING:** The Contractor agrees to apply the highest reasonable standard of diligence to ensure that any UNFPA funds received under the Contract, including the Fee, as well as any equipment and supplies furnished by UNFPA to the Contractor for the performance of any obligation under the Contract: (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred to any individual or entity included in the Consolidated United Nations Security Council Sanctions

DS 25-Aug-2025
DC

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List, available at https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list (or such other URL as the United Nations may from time to time decide); and (c) are not used for the purpose of any payment to persons or entities, or for any import or export of goods, if such payment, import or export is prohibited by a resolution of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. The Contractor warrants that all funds used to perform its obligations under the present Contract are from legitimate sources and do not constitute proceeds of criminal conduct or proceeds of terrorism financing. The Contractor shall not take any action, or use any proceeds paid to it under this Contract in any manner that constitutes a breach of any anti-money laundering laws or regulations applicable to the Contractor.

35. **ENVIRONMENTAL PROTECTION:**

35.1 The Contractor will use best efforts to eliminate or substantially reduce any adverse environmental impacts when conducting activities under this Contract.

35.2 The Contractor shall ensure that it has effective policies and practices in place regarding the protection of the environment and bearing upon the performance of its obligations under the Contract.

35.3 The Contractor shall take effective and active measures for the sound management and protection of the environment and environmental resources, including measures against the adverse effects of pollution and waste, chemicals, and other materials consistent with laws, ordinances, rules, regulations, and standards bearing upon the performance of its obligations under the Contract.

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DS DC 25-Aug-2025