



Date: 04/06/2025

REQUEST FOR QUOTATION
RFQ N° UNFPA/MRT/RFQ/2025/007

Madam, Sir,

As part of the support to partners, UNFPA Mauritania hereby plans to acquire equipment and materials for implementing partners in its intervention areas.

UNFPA hereby requests a quotation for the following items:

	NATURE OF THE ARTICLE	QUANTITY
1	Meeting table for 20 people	1
2	Chairs (Suitable for meetings)	20
3	2 hp inverter air conditioner	2

This quotation request is open to all legally incorporated companies able to provide the goods and services and who have the legal capacity to operate in the country or through an authorized representative.

I – About UNFPA

UNFPA, the United Nations Population Fund, is an international humanitarian agency development whose goal is to achieve a world where every pregnancy is wanted, every childbirth is safe, and each young person's potential is fulfilled.

UNFPA is the leading United Nations agency that enables women and young people to have a healthy sexual and reproductive life. To learn more about UNFPA, please visit :

about UNFPA.



II – Service Requirements / Terms of Reference (ToR)

Objectives and scope of the Services

The purpose of this Request for Quotation is to identify a supplier or suppliers capable of supplying UNFPA with all the items listed above. The selected supplier(s) will be required to supply these items based on specific purchase orders sent by UNFPA.

I. Questions

Requests for clarification should be communicated in writing to the contact below:

Contact email address:	info.mrt@unfpa.org
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The deadline for submitting questions is **10:00 a.m. GMT on June 9, 2025**. Responses to questions will be provided in writing to all parties as soon as possible after this deadline.

II. Eligibility of bidders

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

- A bidder must be a legally incorporated company capable of supplying the requested equipment and have the legal capacity to enter into a contract with UNFPA to deliver in-country, or through an authorized representative.
- A bidder must not have a conflict of interest regarding the procurement process.

solicitation or with technical specifications.

- Bidders found to have a conflict of interest will be disqualified. At the time of bid submission, the Bidder, including members of any JV/Consortium, must not be subject to any procurement prohibitions arising from the Compendium of United Nations Security Council Sanctions Lists and must not have 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 can be viewed by clicking on the UN Supplier Code of Conduct.



III. Content of the Quotations

Quotes should be sent in a single email, if size permits. Quotes should contain:

- a) The technical offer, in accordance with the requirements contained in the specifications.
- b) The financial estimate or proforma invoice with the letterhead of the bidding entity
- c) A copy of the commercial register
- d) The signed general conditions
- e) The completed and signed declaration form

Both parts of the quotation (technical offer and financial offer) must be signed and sealed by the competent authority of the bidding company, as well as the general conditions and the declaration form sent in PDF format.

IV. Submission Instructions

Offers must be prepared in accordance with the recommendations set out in Section III above and sent by email to the contact indicated below no later than **11:00 p.m. GMT on June 10, 2025**.

Contact email address	offre.mrt@unfpa.org
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Please note the following instructions for electronic submissions:

- The following reference must be included in the subject of the email: **“RFQ No. UNFPA/MRT/RFQ/2025/007 – Meeting Room Equipment”**. Proposals, including technical and financial proposals, that do not contain the correct reference in the subject line of the email may be ignored by the Procurement Officer and therefore not considered.
- The total size of the email must not exceed **20 MB (including the email body, encoded attachments, and headers)**. When technical details are contained in large electronic files, it is recommended to send them separately before the deadline.
- Any bid submitted will be considered a proposal by the bidder and does not constitute or imply acceptance of any proposal by UNFPA. UNFPA is under no obligation to award a contract to any bidder as a result of this RFQ • Any bids submitted after the date and time indicated will not be accepted in any way accepted.



V. Overview of the evaluation process

Contributions will be evaluated based on the technical proposal and the financial proposal. The evaluation will be conducted in two stages by an evaluation committee. Technical proposals will first be evaluated for their technical compliance before price comparison.

VI. Award criteria

Upon satisfactory outcome of the evaluation process, UNFPA will award a purchase order to the highest bidder (the lowest priced among technically compliant bids) whose bids have been found to be substantially responsive to the RFQ document.

VII. UNFPA's Right to Change Quantities at the Time of Award of Contract

UNFPA reserves the right, at the time of awarding the contract, to increase or decrease the quantities of goods specified in this Request for Quotation by up to 20%, without any change in the unit price or the general conditions.

VIII. Payment conditions

UNFPA's payment terms are set at 30 days net upon receipt of shipping documents, invoice and any other documentation required by the order.

IX. Fraud and Corruption

UNFPA is committed to preventing, identifying, and addressing any acts of fraud against itself and third parties involved in its activities. UNFPA's Fraud and Corruption Policy is available here: [Fraud Policy](#). Submitting any bid implies that the bidder has read and understood this policy.

Suppliers, as well as their subsidiaries, representatives, intermediaries and principals, shall cooperate, when requested, with the UNFPA Office of Audit and Investigations, with any oversight entity mandated by the UNFPA Executive Director and with the UNFPA Ethics Advisor. This cooperation may include, but is not limited to: access to all employees, representatives, agents, assignees of the vendor; provision of all necessary documents, including accounting records. Failure to cooperate in the investigations conducted shall constitute sufficient grounds for UNFPA to terminate the agreement and to remove the supplier from the list of approved suppliers with UNFPA.

Bidders may access a confidential fraud hotline to report fraudulent activities at the following address: UNFPA Investigation Hotline



X. Zero Tolerance Policy UNFPA

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

XI. Contestation of the RFQ

If a bidder believes they have been treated unfairly during the solicitation or award, they may submit a complaint directly to the Chief, Procurement Services Division at procurement@unfpa.org.

Bidders who believe they have been treated unfairly or unfairly in the solicitation, evaluation, or award of a contract may submit a complaint to the relevant UNFPA Head of Office, Ms. Olga Sankara, at sankara@unfpa.org. If the supplier is not satisfied with the response provided by the Head of the relevant unit, they may contact the Chief of the Procurement Services Division at procurement@unfpa.org.

XII. Warning

If any of the links contained in this document are unavailable or inaccessible for any reason, bidders may contact the procurement officer to request these documents in PDF format.



PRICE SCHEDULE

Name of the bidder	
Date of listing:	
Quotation request number:	UNFPA/MRT/RFQ/25/007
Quote currency:	MRU
Quotation Validity Period: <i>(the quotation must be valid for a period of at least three months after the submission closing date)</i>	

As UNFPA is tax exempt, all rates quoted must not include taxes.

Article	Product Name and Description	Unit of Measure	Price unitary	Number of units	Total Cost
1					
2					
3					
	Delivery time				
TOTAL					

Vendor's Comments:

I hereby certify that the above-mentioned company, on whose behalf I am duly authorized to sign, has reviewed Request for Quotation **UNFPA/MRT/RFQ/25/007**, including all annexes, amendments to the document (if any), and responses provided by UNFPA to clarifying questions from potential vendors. Furthermore, the company accepts the UNFPA General Conditions of Contract applicable to this quotation and will abide by it until its expiration.

Name and title	Date and Place	



DECLARATION FROM

The undersigned, duly authorized representative of the company, declares the following:

1.	The company and its managers ¹ were not found guilty, by a final judgment or a final administrative decision, of one of the following facts:	YES	NO
	a. fraud;	ÿ	ÿ
	b. corruption ;	ÿ	ÿ
	c. conduct related to a criminal organization;	ÿ	ÿ
	d. money laundering or terrorist financing;	ÿ	ÿ
	e. terrorist or terrorist-related offenses;	ÿ	ÿ
	f. sexual exploitation and abuse;	ÿ	ÿ
	g. child labor, forced labor, human trafficking; or	ÿ	ÿ
	h. irregularity (failure to comply with any legal requirement or regulatory applicable to the organization or its directors).	ÿ	ÿ
2.	The company and its directors were not found guilty, by a final judgment or a final administrative decision, of a fault serious professional.	ÿ	ÿ
3.	The company and its directors are not: bankrupt, subject to a insolvency or liquidation proceedings, subject to administration assets by a liquidator or a court, nor to a preventive composition, or to a legal suspension of business activities, nor to any other similar situation resulting from a procedure of the same nature existing in applicable national legislation.	ÿ	ÿ
4.	The company and its directors have not been judged. definitive nor of a definitive administrative decision declaring them in	ÿ	ÿ

¹ "Managers" means any person with power of representation, decision-making or control over the organization. may include, for example, members of the general management and all other persons holding management powers downstream, from anyone sitting on the board of directors and controlling shareholders.



	breach of their obligations relating to the payment of taxes or social security contributions.		
5.	The company and its directors have not been the subject of a final judgment or a final administrative decision finding that they created an entity in a different jurisdiction for the purpose of evading tax, social security or any other legal obligation in the jurisdiction of its registered office, central administration or principal establishment (<i>creation of a shell company</i>).	ÿ ÿ	
6.	The company and its directors have not been the subject of a final judgment or a final administrative decision establishing that the company was created with the intention referred to in point (5) (<i>being a shell company</i>).	ÿ ÿ	

UNFPA reserves the right to disqualify the Company, or to suspend or terminate any contract or other arrangement between 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 company's responsibility to immediately inform UNFPA of any changes to the situations declared above.

This statement supplements, does not replace, cancel or constitute a waiver of, the contractual provisions between UNFPA and the Company.

Signature:

Date:

Name and Title:

Name of the Company:

UNGM No.:

Postal Address:

Email:



United Nations Population Fund Website:
www.unfpa.org

ANNEX I:



UNFPA GENERAL CONDITIONS APPLICABLE TO CONTRACTS FOR THE SUPPLY OF GOODS AND SERVICES

1. LEGAL STATUS OF THE PARTIES: UNFPA (a subsidiary organ of the United Nations), established by the General Assembly in its resolution 3019 (XXVII) and the Contractor are both hereinafter referred to as "Parties", and:

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

1.2 The Contractor has the legal status of an independent contractor with respect to UNFPA and No provision of the Contract or relating thereto may be invoked to establish or create, between the Parties, a relationship of employer and employee or of principal and servant or agent. The managers, officials, representatives, employees or subcontractors in the service of one of the Parties may in no case be assimilated to employees, servants or agents of the other Party, and any dispute arising from the use of the services of these persons or entities or relating thereto shall be the exclusive liability of the Party employing these persons.

2. RESPONSIBILITY FOR PERSONNEL: To the extent that the Contract involves the provision of services to UNFPA by the Contractor's officers, employees, agents, subcontractors and other representatives (collectively, the Contractor's "Personnel"), the following provisions shall apply:

2.1 The Contractor is responsible for the professionalism and technical competence of its personnel responsible for carrying out the work under the Contract. It will select reliable and competent persons who will demonstrate efficiency in the performance of the obligations arising from the Contract and who, in doing so, will respect local laws and traditions and the highest standards of moral and ethical behavior.

2.2 The Contractor's personnel shall be professionally qualified and, if required to work with UNFPA officials or officers, shall be able to do so effectively. The qualifications of any personnel that the Contractor may appoint or propose to carry out obligations under the Contract shall be substantially the same as, or even superior to, the qualifications of any personnel that the Contractor may initially propose.

2.3 At the choice and sole discretion of UNFPA:

2.3.1 The qualifications of the personnel proposed by the Contractor (for example, a curriculum vitae) may be subject to review prior to the performance of the obligations arising from the Contract;

2.3.2 Appropriate officials or officers of UNFPA may interview personnel proposed by the Contractor prior to the performance of obligations under the Contract;

2.3.3 Pursuant to Article 2.3.1 or 2.3.2 above, UNFPA, after reviewing the qualifications of the Contractor's personnel, may reasonably refuse to accept any of them.

2.4 The conditions listed in the Contract regarding the number of the Contractor's personnel or their qualifications may be modified during the performance of the Contract. Any proposed modification must be subject to prior written notification and agreement.



written between the Parties, subject to the following:

2.4.1 UNFPA may, at any time, request in writing the dismissal or replacement of any member of the Contractor's personnel, which may not unreasonably refuse such request;

2.4.2 No member of the Contractor's personnel engaged in the performance of obligations under the Contract shall be dismissed or replaced without the prior written consent of UNFPA, which consent shall not be unreasonably withheld; 2.4.3 The dismissal or replacement of any member of the Contractor's personnel shall be effected as expeditiously as possible and in a manner that does not impair the performance of obligations under the Contract;

2.4.4 All expenses incurred in connection with the dismissal or replacement of any member of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor;

2.4.5 No request by UNFPA for the dismissal or replacement of any Contractor personnel shall be deemed a termination of the Contract in whole or in part and UNFPA shall have no liability in respect of the dismissal or replacement of any Contractor personnel;

2.4.6 If a request for the dismissal or replacement of a Contractor's personnel is *not* based on the Contractor's failure to perform its obligations under the Contract, the fault of such personnel or the Contractor's failure to cooperate in a reasonable manner with UNFPA officials and servants, then the Contractor shall not be liable, by reason of such request, for delay in the performance of its contractual obligations due in large part to such dismissal or replacement.

2.5 Nothing in Articles 2.2, 2.3 and 2.4 above shall be construed as creating any obligations on the part of UNFPA with respect to the Contractor's personnel engaged in the execution of work under the Contract; the Contractor shall be solely responsible for its personnel.

2.6 The Contractor shall require all members of its personnel responsible for the performance of obligations under the Contract and who may have access to UNFPA premises or other facilities:

2.6.1 To submit to or comply with any security screening requirements notified to the Contractor by UNFPA, including a criminal record check;

2.6.2 To present, while on UNFPA premises or other facilities, identification approved and provided by UNFPA security officials and, in the event of dismissal or replacement of any of its personnel or termination or completion of the Contract, to immediately return such identification to UNFPA for cancellation.

2.7 Within one working day of becoming aware that any of the Contractor's personnel who have access to UNFPA premises has been charged by the appropriate authorities with an offense other than a minor traffic offense, the Contractor shall inform UNFPA in writing of the details of the charge then known and shall continue to inform UNFPA of any material developments relevant to the disposition of the charge.

2.8 All activities of the Contractor, including but not limited to the storage of equipment, materials, supplies and parts, on UNFPA premises or other facilities shall be confined to areas authorized or approved by UNFPA. The Contractor's personnel shall not enter or pass through UNFPA premises or store their equipment or other



materials, or dispose of them, without first obtaining appropriate authorization from UNFPA.

3. CESSION :

3.1 Subject to Article 3.2 below, the Contractor may not assign, transfer, pledge, or otherwise dispose of the Contract or any part thereof, or any of its rights, claims, or obligations under the Contract, except with the prior written consent of UNFPA. Any unauthorized transfer, assignment, pledge, or other disposition, or any attempt thereto, shall not be binding on UNFPA. Except in the case of approved subcontractors, the Contractor shall not delegate any of its obligations under the Contract except with the prior written consent of UNFPA. Any unauthorized delegation, or attempt thereto, shall not be binding on UNFPA.

3.2 The Contractor may assign or otherwise transfer the Contract to a surviving entity following the reorganization of its business, *provided* :

3.2.1 That such reorganization is not the result of bankruptcy, receivership or other similar proceedings; *and*

3.2.2 That such reorganization occurs on the occasion of a sale, merger or acquisition of a substantial part of the assets or part of the capital of the Contractor; *and*

3.2.3 That the Contractor shall promptly notify UNFPA of the occurrence of such transfer or assignment; *and*

3.2.4 That the assignee or transferee agrees in writing to be bound by all the terms and conditions of the Contract and that such acceptance is communicated promptly to UNFPA after the assignment or transfer.

4. **SUBCONTRACTING:** If the Contractor is required to use the services of subcontractors for the performance of its obligations under the Contract, the Contractor must obtain UNFPA's prior written consent. UNFPA may, in its sole discretion, review the professional qualifications of subcontractors and reject any proposed subcontractor that it reasonably considers insufficiently qualified to perform its obligations under the Contract. UNFPA may require the dismissal of any subcontractor without giving reasons.

Any expulsion or request for dismissal does not in itself entitle the Contractor to invoke such a decision to justify delays in the performance or non-performance of obligations arising from the Contract. It is solely responsible for the provision of the services expected from subcontractors and the performance of their obligations. The terms of any Subcontract are subordinate to those of the Contract and shall be interpreted in all respects in accordance with them.

5. **PURCHASE OF GOODS:** To the extent that the Contract relates in whole or in part to purchases of goods, unless otherwise provided in the Contract, the following conditions apply to any purchase of goods under this Contract:

5.1 **DELIVERY OF GOODS:** The Contractor shall deliver or make available the goods and UNFPA shall take delivery of them at the place and within the time specified in the Contract. The Contractor shall provide UNFPA with the shipping documents (including, but not limited to, bills of lading, airway bills and commercial invoices) as specified in the Contract or customarily used in the trade. Unless otherwise provided in the Contract, all manuals, instructions, displays and other information relating to the goods shall be in the English language. Unless otherwise provided in the Contract (including, but not limited to, International Terms of Sale "INCOTERMS" or any other similar trade term), the Contractor shall bear the entire risk of loss, destruction or damage to the goods until their physical delivery to UNFPA in accordance with the terms of the Contract. Delivery of the goods shall not in itself constitute acceptance by UNFPA.

5.2 **INSPECTION OF GOODS:** If the Contract stipulates that the goods may be subject to an



inspection prior to delivery, the Contractor shall notify UNFPA as soon as they are ready for inspection. Independently of any inspection prior to delivery, UNFPA or its designated inspection agents may also inspect the goods upon delivery to confirm that they conform to the specifications or other conditions of the Contract. Sufficient assistance and services for this purpose, including access to drawings and production data, shall be provided to UNFPA or its designated inspection agents at no cost. Neither the conduct of inspections of the goods nor the failure to undertake such inspections shall relieve the Contractor from any of its warranties or from the performance of its obligations under the Contract.

5.3 PACKAGING OF GOODS: The Contractor shall package the goods for delivery to the highest export packaging standards appropriate to the type and quantity of the goods and the modes of transport used. The goods shall be suitably packaged and marked in accordance with the instructions stipulated in the Contract or to a common commercial standard and in accordance with the conditions imposed by applicable law or by the carriers and manufacturers of the goods. The Contract or purchase order number and any other data

identification provided by UNFPA and any other information necessary for the proper handling of the goods and their safe transport must appear on the packaging. Unless otherwise provided in the Contract, the Contractor may not require the return of the packaging material.

5.4 TRANSPORT AND FREIGHT: Unless otherwise provided in the Contract (including but not limited to international terms of sale "INCOTERMS" or any other similar trade term), the Contractor shall be solely responsible for arranging the terms of carriage and for paying the freight and insurance costs for the shipment and delivery of the goods in accordance with the terms of the Contract. The Contractor shall ensure that UNFPA receives all necessary transport documents in time to enable it to take delivery of the goods in accordance with the terms of the Contract.

5.5 WARRANTIES: Except as otherwise provided in the Contract, in addition to, and without limiting the scope of, any other warranties, remedies or rights of UNFPA set forth in or arising out of the Contract, the Contractor warrants that:

5.5.1 The Goods, including their packaging and conditioning, comply with the contractual specifications and are suitable for the uses for which they are normally intended and for the uses expressly indicated in the Contract, and that these Goods are of good quality, free from defects and faults in design, materials, manufacture and quality of workmanship;

5.5.2 If the Contractor is not the original manufacturer of the goods, it shall provide UNFPA with all manufacturer's warranties in addition to any other warranties provided for in the Contract;

5.5.3 The Goods correspond to the quality, quantity and description required under the Contract, including when subject to the conditions prevailing at the place of final destination;

5.5.4 The Goods are free from any third party rights or claims, including any claims for infringement of intellectual property rights, including but not limited to patents, copyrights and trade secrets;

5.5.5 The goods are new and have not been used;

5.5.6 All warranties shall continue in full force and effect after delivery of the Goods and for a period of at least one (1) year following acceptance of the Goods by UNFPA in accordance with the Contract;

5.5.7 If, during the Contractor's warranty period, UNFPA finds that the goods purchased do not conform to the requirements of the Contract, the Contractor, once informed



in writing by UNFPA, promptly corrects at its own expense all defects of conformity. If the defects of conformity cannot be corrected, the Contractor shall either replace, at its own expense, the defective goods with goods of equivalent or superior quality or reimburse UNFPA the full purchase price of such goods; *and*

5.5.8 The Contractor remains willing to meet the needs of UNFPA and provide it with the necessary services in connection with the guarantees provided for in the Contract.

5.6 **ACCEPTANCE OF GOODS:** Under no circumstances shall UNFPA be obliged to accept goods that do not conform to the specifications or requirements of the Contract. UNFPA may condition its acceptance, subject to the completion of acceptance tests, which may be specified in the Contract or otherwise agreed in writing between the Parties. In no event shall UNFPA be obliged to accept goods unless it has had a reasonable opportunity to inspect them after delivery. If, pursuant to the terms of the Contract, UNFPA is required to submit its acceptance of the goods in writing, the goods shall not be deemed accepted until such written acceptance has been received. In no event shall payment by UNFPA in itself constitute acceptance of the goods.

5.7 **REJECTION OF GOODS:** Notwithstanding any other rights or remedies available to UNFPA under the Contract, if any Goods are defective or do not conform to the specifications or other requirements of the Contract, UNFPA may, at its discretion, reject the Goods and, thirty (30) days after receipt of notice of rejection from UNFPA, the Contractor shall:

5.7.1 Will reimburse the goods in full or in part, depending on whether UNFPA returns them in full or in part; *or*

5.7.2 Will repair the goods so as to make them conform to the specifications or other requirements of the Contract; *or*

5.7.3 Will replace the goods with goods of equal or superior quality; *and*

5.7.4 Will pay all costs incurred in the repair or return of defective goods and the costs associated with the storage of such goods and the delivery of replacement goods to UNFPA.

5.8 If UNFPA chooses to return the goods for the reasons specified in Article 5.7 above, it may obtain them from another source. In addition to any other rights or remedies available to UNFPA under the Contract, including but not limited to the right to terminate the Contract, the Contractor shall bear all additional expenses in excess of the balance of the Contract price resulting from any purchase, including expenses incurred in connection with such purchase, and shall indemnify UNFPA for all reasonable expenses incurred in preserving and storing the goods on behalf of the Contractor.

5.9 **TITLE:** The Contractor warrants that the goods delivered under the Contract are free from any third party title or other proprietary rights, including liens or security interests. Unless otherwise expressly provided in the Contract, the Contractor shall transfer title to the goods to UNFPA upon delivery and acceptance by UNFPA in accordance with the requirements of the Contract.

5.10 **EXPORT LICENSE:** The Contractor shall be responsible for obtaining any required export license for the goods, products or technology, including software, sold, issued, licensed or otherwise supplied to UNFPA under the Contract. The Contractor shall obtain any such export license expeditiously. Subject expressly to the privileges and immunities of UNFPA (including its subsidiary organs), UNFPA shall provide the Contractor with all reasonable assistance in obtaining an export license. If any governmental authority refuses, delays in granting, or prevents the Contractor from obtaining such a license, the Contractor shall immediately notify UNFPA so that UNFPA may take appropriate steps to resolve the situation.



6. COMPENSATION:

6.1 The Contractor agrees to indemnify, defend and hold harmless UNFPA, its officers, servants, agents and employees, including but not limited to legal costs and expenses, attorneys' fees, settlement costs and damages, from and against any and all actions, claims, demands, losses or liability of any kind brought by third parties relating to:

6.1.1 Allegations or accusations of infringement of any third party patent, copyright, trademark or other intellectual property rights by UNFPA for having owned or used, in whole or in part, separately or concurrently, as provided for in the Contractor's published specifications or those expressly approved by the Contractor, any patented machine, copyrighted work or other property, product or service supplied or licensed under the Contract; or

6.1.2 Acts or omissions of the Contractor or any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract, giving rise to legal liability to any person who is not a party to the Contract, including but not limited to claims and actions for liability of any kind in respect of compensation for accidents at work.

6.2 The compensation referred to in Article 6.1.1 above does not apply to:

6.2.1 A claim for infringement arising out of the Contractor's application of specific written instructions from UNFPA directing a change in the specifications for goods, products, materials, equipment and supplies to be used or already in use, or directing a manner of performing the Contract or prescribing certain specifications not normally applied by the Contractor; or

6.2.2 A claim for infringement arising from additions or modifications to any goods, products, materials, equipment, supplies or their components supplied under the Contract if UNFPA or any other party acting under the direction of UNFPA made the modifications in question.

6.3 In addition to the indemnity obligations set forth in this Article 6, the Contractor agrees, at its own expense, to defend UNFPA and its officers, servants, agents and employees, in accordance with this Article 6, regardless of whether the suits, proceedings, claims and demands in question actually result in loss or liability.

6.4 UNFPA shall notify the Contractor of any such lawsuit, proceeding, claim, demand, loss, or liability within a reasonable time after becoming aware of the facts thereof. The Contractor shall be solely responsible for the defense of any such lawsuit, proceeding, claim, or demand and for all negotiations in connection with their settlement or compromise, except with respect to the assertion or protection of UNFPA's privileges and immunities or any other matter relating thereto, over which only UNFPA may assert and exercise its authority. UNFPA may, at its own expense, be represented by independent counsel of its own choosing in any such lawsuit, proceeding, claim, or demand.

6.5 If, for any reason, UNFPA's use of any goods, products or services supplied or licensed by the Contractor, in whole or in part, in any suit or proceeding is temporarily or permanently prohibited, or is deemed to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is prohibited, restricted or otherwise impeded, the Contractor shall promptly, at its own cost and expense, either:



6.5.1 Provide UNFPA with the unlimited right to continue to use the goods or services are provided;

6.5.2 Replace or modify the goods or services supplied to UNFPA, or any part thereof, with equivalent or better quality goods or services, or any part thereof, which do not infringe any rights; or

6.5.3 Reimburse UNFPA the total amount paid by it in exchange for the right to possess or use such goods, products or services, or part thereof.

7. INSURANCE AND LIABILITY:

7.1 The Contractor shall promptly indemnify UNFPA for any loss or destruction of UNFPA property or damage to property caused by its personnel or any of its subcontractors or anyone employed directly or indirectly by it or any of its subcontractors in the performance of the Contract.

7.2 Unless otherwise provided in the Contract, before undertaking the performance of any other obligations arising therefrom and subject to the limitations set out therein, the Contractor shall take out and maintain for the entire duration of the Contract, any extension thereof and for a certain time following its termination, insurance which adequately covers it, namely:

7.2.1 Comprehensive insurance for its property and equipment used for the performance of the Contract;

7.2.2 Workers' compensation insurance or employers' liability insurance, or equivalent insurance, sufficient to cover all claims by the Contractor's personnel for personal injury, death or disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

7.2.3 Liability insurance in an amount sufficient to cover all claims, including but not limited to claims for death and personal injury, public liability for goods and work completed, loss of or damage to property and personal injury and publicity damage, arising out of or in connection with the performance of the Contract, including liability for acts or omissions of the Contractor, its personnel, agents or invitees, or the use, during the performance of the Contract, of any vehicles, vessels, aircraft or other means of transport and equipment whether or not owned by the Contractor; *and*

7.2.4 Any other insurance that may be agreed in writing between UNFPA and the Contractor.

7.3 The Contractor's liability insurance policies must also provide cover for subcontractors and all legal costs and include a standard recourse clause between co-insureds.

7.4 The Contractor acknowledges and agrees that UNFPA is not responsible for providing any life, health, accident, travel or other insurance coverage that may be necessary or desirable in respect of personnel performing services for the Contractor in connection with the Contract.

7.5 Except for workers' compensation insurance or other self-insurance program maintained by the Contractor and approved by UNFPA, at its discretion, the Contractor's insurance policies required under the Contract, for the purpose of satisfying the insurance requirements, shall:

7.5.1 Designate UNFPA as an additional insured under liability insurance policies, including by adding a separate endorsement to the policy, if applicable;

7.5.2 Include a waiver of subrogation of the rights of the Contractor's insurer



enforceable against UNFPA;

7.5.3 Stipulate that the insurer provide UNFPA with thirty (30) days' written notice prior to any cancellation or material change in coverage; *and* **7.5.4** Include a primary, non-contributory insurance clause with respect to any other assurance that UNFPA may benefit from.

7.6 The Contractor is required to ensure the financing of all excess and retention amounts guarantee of any policy.

7.7 Except for any self-insurance program maintained by the Contractor and approved by UNFPA to meet the insurance requirements of the Contract, the Contractor shall maintain the insurance purchased under the Contract with reputable and solvent insurers acceptable to UNFPA. Before commencing performance of any obligation under the Contract, the Contractor shall provide UNFPA with evidence, in the form of a certificate of insurance or other form that UNFPA may reasonably request, demonstrating that it has maintained insurance in accordance with the requirements of the Contract. UNFPA reserves the right, upon written notice to the Contractor, to request copies of the insurance policies or descriptions of the insurance programs that the Contractor is required to maintain under the Contract. Notwithstanding the provisions of Article 7.5.3 above, the Contractor shall promptly inform UNFPA of any cancellation or material change in the insurance coverage required under the Contract.

7.8 The Contractor acknowledges and agrees that neither the obligation to take out and maintain insurance as stipulated in the Contract nor the amount of such insurance, including but not limited to any excess or deduction relating thereto, shall in any event be construed as limiting the Contractor's liability arising directly or indirectly from the Contract.

8. CHARGES: The Contractor shall take all necessary steps to prevent any person from placing in sequestration or subjecting to any charge or lien whatsoever recorded in a public register or with UNFPA any sums which are or may become due to it for the performance of the Contract, for goods or other items supplied by it under the Contract, and to prevent any claim or remedy against it from giving rise to similar restrictions.

9. MATERIALS FURNISHED BY UNFPA: UNFPA retains title to all materials and supplies that it may make available to the Contractor for the performance of its obligations under the Contract. The Contractor shall return such equipment to UNFPA upon termination of the Contract or as soon as it is no longer required. The equipment shall be returned to UNFPA in the condition in which the Contractor took delivery of it, subject to normal wear and tear. The Contractor shall compensate UNFPA for any equipment lost, damaged, or degraded beyond normal wear and tear.

10. COPYRIGHT, PATENTS AND OTHER PROTECTED PROPERTY RIGHTS:

10.1 Unless the Contract expressly provides otherwise in writing, UNFPA owns all intellectual property rights and other protected proprietary rights, including but not limited to patents, copyrights and trademarks, in and to products, processes, inventions, ideas, techniques or documents and other items that are directly related to the performance of the Contract or are produced, prepared or assembled as a result of or in the course of the performance of the Contract. The Contractor represents and agrees that such products, documents and other items are the result of work commissioned by UNFPA.

10.2 However, UNFPA shall not claim intellectual property rights and other rights of protected property brought into play by the performance of the Contract if: i) the Contractor held these rights before entering into the obligations arising from the Contract, or ii) these rights arose or could have arisen from activities carried out by the Contractor independently of the performance of its obligations.



arising from the Contract; in either case, the Contractor grants UNFPA a perpetual license to use such rights for the exclusive purposes of the Contract and in accordance with its terms.

10.3 At the request of UNFPA, the Contractor shall take all necessary measures, establish all required documents and generally assists in protecting such proprietary rights and transferring or licensing them to UNFPA in accordance with applicable law and the terms of the Contract.

10.4 Subject to the foregoing, all maps, diagrams, photographs, mosaics, plans, reports, projections, recommendations, documents and other data collected or received by the Contractor under the Contract shall be the property of UNFPA and shall be made available to UNFPA for consultation or inspection at reasonable times and places. They shall be considered confidential and, upon completion of the work under the Contract, shall be handed over exclusively to authorized UNFPA officials.

11. **ADVERTISING AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNFPA:** The Contractor shall not publicly advertise, for commercial or advertising purposes, its contractual relationship with UNFPA and shall not, under any circumstances, use for commercial or other purposes, in any form whatsoever, the name, or any of its abbreviations, the emblem or the seal of UNFPA in connection with its activities or otherwise, unless the Contractor has previously authorized it in writing.

12. **CONFIDENTIAL DOCUMENTS AND INFORMATION:** Information and data that either Party considers to be protected and which is provided or disclosed by one party ("Recipient") to the other ("Recipient") and designates as confidential ("Information(s)") must be treated as such by the other party in the performance of the Contract; the following rules apply to the use of such information and data:

12.1 **The Recipient:**

12.1.1 Exercises the same discretion and takes the same precautions to prevent the disclosure, publication or dissemination of the Sender's Information as for Information belonging to him/her that he/she would not want to be disclosed, published or disseminated; *and*

12.1.2 May only use the Recipient's Information for the purposes for which it was communicated to it.

12.2 **Provided that the Recipient is bound by a written Contract with the persons or entities listed below providing that they must treat the Information confidentially in accordance with the Contract and this Article 12, the Recipient may disclose the Information:** 12.2.1 To third parties if the Recipient has given it prior written permission to do so;

12.2.2 To the employees, officers, officials, representatives or agents of the Recipient to the extent that they require the Information for the performance of the Contract, and the employees, officers, officials, representatives and agents of a legal entity that it controls, that controls it or that is controlled by a legal entity also controlling the Recipient with which it exercises common control, who require such information to perform the obligations arising from the Contract, it being understood that a controlled legal entity means for the purposes hereof:

12.2.2.1 An incorporated entity in which the Party owns or otherwise controls, directly or indirectly, more than fifty percent (50%) of its voting shares; *or*

12.2.2.2 Any entity over which the Party exercises effective management power; *or*



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

12.3 Subject to the express reservation and without waiving any of the privileges and immunities of the United Nations, including its subsidiary bodies, the Contractor may disclose Information if legally required to do so, provided that, upon receiving a request to do so, it notifies UNFPA sufficiently in advance to allow UNFPA a reasonable opportunity to take protective or other appropriate action before making such disclosure.

12.4 UNFPA may disclose Confidential Information received from the Contractor to the extent required to do so by the Charter of the United Nations, resolutions or regulations adopted by the General Assembly or the implementing rules thereunder.

12.5 The Recipient is free to disclose Information that it otherwise holds without restriction from third parties, that which the Recipient has itself communicated to third parties without designating it as confidential, as well as Information that it held before subscribing to the Contract and Information that it holds independently of the execution of the Contract.

12.5.1 The obligations and restrictions regarding confidentiality shall apply for the entire term of the Agreement, including any extension period and, unless otherwise provided in the Agreement, shall survive its termination.

13. FORCE MAJEURE, OTHER CHANGES IN CIRCUMSTANCES

13.1 If it finds itself in circumstances constituting a case of force majeure, the affected Party shall send as soon as possible to the other Party a written notification in which it sets out in detail the said circumstances and, where applicable, the reasons why these make it totally or partially unable to perform the obligations and exercise the responsibilities incumbent on it under the Contract. The affected Party shall also inform the other Party of any other change in circumstances or events which prevent or are likely to prevent the performance of the Contract.

Within fifteen (15) days of notification of a force majeure event, a change in circumstances or a disruptive event, the affected Party shall submit to the other Party a forecast of the expenses it considers necessary as a result of the change in circumstances or force majeure. After receiving the documents required under these provisions, the other Party shall, at its discretion, take the measures it deems reasonably useful or necessary in the circumstances, and may, in particular, grant the affected Party a reasonable additional period for the performance of obligations arising from the Contract.

13.2 If a case of force majeure permanently renders the Contractor totally or partially unable to fulfill its obligations and exercise its responsibilities under the Contract, UNFPA shall be entitled to suspend or terminate the Contract under the conditions stipulated below in Article 14 ("Termination") except that the notice period shall then be limited to seven (7) days instead of thirty (30) days. In any event, UNFPA shall be entitled to consider that the Contractor is permanently unable to perform the Contract if it fails to perform its obligations under it, in whole or in part, for a period exceeding ninety (90) days due to force majeure.

13.3 For the purposes of the Contract, force majeure shall include unforeseeable and unstoppable natural phenomena, any act of war (whether declared or not), invasion, revolution, insurrection, acts of terrorism and any other events of a similar nature or severity, provided that they result from causes beyond the Contractor's control and other than its fault or negligence. The Contractor acknowledges and agrees that, if it is called upon to perform obligations under the Contract for or in an area to which UNFPA is conducting, preparing for, or withdrawing from a peacekeeping, humanitarian, or similar operation, the difficult conditions therein and any civil disturbances that may arise there, if they delay or impede the performance of obligations under the Contract, shall not



do not in themselves constitute cases of force majeure within the meaning of the Contract.

14. TERMINATION:

14.1 Either Party may terminate all or part of the Agreement, for cause, upon thirty (30) days' written notice to the other Party. The initiation of conciliation or arbitration proceedings in accordance with Article 17 "Dispute Resolution" below shall not be deemed to constitute "cause" for termination or a termination as such of the Agreement.

14.2 UNFPA may terminate the Contract at any time by giving written notice to the Contractor in any case where UNFPA's mandate or financing applicable to the performance of the Contract is, in whole or in part, suspended or terminated. In addition, unless otherwise provided in the Contract, UNFPA may, upon sixty (60) days' written notice to the Contractor, terminate the Contract without having to provide reasons for its decision.

14.3 In the event of termination of the Contract, upon receipt of a notice of termination issued by UNFPA and unless otherwise instructed in the notice or other written notification, the Contractor shall:

14.3.1 Immediately take the necessary steps to bring to a rapid and orderly end the activities it had undertaken to discharge its obligations under the Contract, ensuring that it incurs only the minimum expenditure for this purpose;

14.3.2 Refrain, from the date of receipt of the notice of termination, from making new commitments under the performance of the Contract;

14.3.3 Refrain from placing any other Subcontract or order for materials, services or facilities unless it agrees in writing with UNFPA that they are necessary for the completion of an uncompleted part of the Contract;

14.3.4 Complete all outstanding Subcontracts or orders to the extent where they relate to a completed part of the Contract;

14.3.5 Transfer title to and deliver to UNFPA all worked and unworked parts, work in progress, completed work, supplies and other materials produced or acquired for the completed portion of the Contract;

14.3.6 Deliver to UNFPA, regardless of their state of completion, all plans, drawings, documents and other property which would have been provided to it if the Contract had been completed;

14.3.7 Complete any uncompleted parts of the Contract; *and*

14.3.8 Take any other steps it deems necessary or that UNFPA requests it in writing to take to reduce the risk of loss and to ensure the protection and preservation of tangible or intangible property which comes into its possession in connection with the performance of the Contract and in which UNFPA holds or may acquire rights.

14.4 Upon termination of the Contract, UNFPA shall be entitled to obtain from the Contractor written statements of all obligations performed or in progress under the Contract. In addition, UNFPA shall only be obligated to pay the Contractor for goods delivered to it and services provided in accordance with the terms of the Contract, but only if such goods or services were ordered, required or otherwise provided prior to the Contractor's receipt of UNFPA's notice of termination or prior to the filing of the notice of termination with UNFPA.

14.5 Without prejudice to its other rights and remedies, UNFPA may terminate the Contract without notice in the following cases:

14.5.1 The Contractor is declared bankrupt, put into liquidation or becomes insolvent, requests



a moratorium or suspension of its debts or a suspension of payments or requests to be declared insolvent;

14.5.2 The Contractor obtains a moratorium or suspension of its debts or a suspension of payments or is declared insolvent;

14.5.3 The Contractor makes an assignment in the interest of one or more of its creditors;

14.5.4 The Contractor's assets are placed under judicial administration due to insolvency;

14.5.5 The Contractor proposes to its creditors an amicable settlement to avoid being declared bankrupt or placed

under receivership; 14.5.6 UNFPA has reason to consider that the financial situation of the Contractor has deteriorated to the point of risking preventing or seriously compromising the performance of its obligations under the Contract.

14.6 Except as prohibited by law, the Contractor shall indemnify UNFPA against all damages and expenses, including but not limited to all costs incurred by UNFPA in the event of legal or extrajudicial proceedings due to any of the facts mentioned in Article 14.5 above and resulting directly or indirectly from a termination of the Contract, even if the Contractor is declared bankrupt or obtains a moratorium or suspension of payments or is declared insolvent.

The Contractor shall immediately inform UNFPA of the occurrence of any of the events referred to in Article 14.5 above and provide it with all relevant information relating thereto.

14.7 The provisions of this Article 14 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.

15. NON-WAIVER OF RIGHTS: Failure to exercise any right that either Party may have under this Agreement or otherwise shall not be construed as a waiver by the other Party of any such related rights or remedies and shall not relieve the Parties of their obligations under the Agreement.

16. NON-EXCLUSIVITY: Unless otherwise provided in the Contract, UNFPA is under no obligation to purchase minimum quantities of goods or services from the Contractor and reserves the unrestricted right to contract with anyone it deems fit for the supply of goods or services similar to those referred to in the Contract.

17. DISPUTE RESOLUTION:

17.1 AMICABLE SETTLEMENT: The Parties shall make every effort to settle amicably any dispute, controversy or claim arising out of the Contract or any breach thereof, its termination or invalidity. If the Parties wish to reach an amicable settlement by conciliation, they shall apply the Conciliation Rules of the United Nations Commission on International Trade Law (UNCITRAL) or any other procedure agreed upon in writing.

17.2 ARBITRATION: Any dispute, controversy or claim between the Parties arising out of or in connection with the Contract or any breach, termination or invalidity thereof, if not settled amicably pursuant to Article 17.1 above within sixty (60) days of receipt by a Party of the other Party's written request for amicable settlement, shall be submitted by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then in force. The decisions of the arbitral tribunal shall be made in accordance with general principles of international commercial law. Pursuant to its powers under Article 26 ("Interim Measures") and Article 34 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules, the arbitral tribunal may, where appropriate, order the return or destruction of tangible or intangible property or confidential information provided under the Contract, the termination of the Contract or



any protective measures for goods or services, tangible or intangible, or confidential information provided under the Contract. The arbitral tribunal shall not have the power to order the payment of punitive damages. In addition, unless expressly provided otherwise in the Contract, the arbitral tribunal shall not have the power to order the payment of interest at a rate higher than the London Interbank Offered Rate (LIBOR) then in effect, and the interest rate applied shall be the simple interest rate only. Any award rendered following arbitration shall be binding on the Parties and shall be the final settlement of their dispute.

18. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges or immunities of UNFPA.

19. TAX EXEMPTION:

19.1 Article II of Section 7 of the Convention on the Privileges and Immunities of the United Nations United Nations provides, inter alia, that UNFPA, including its subsidiary organs, shall be exempt from all direct taxes, except for fees for public utility services, and from all customs duties or charges of a similar nature in respect of items imported or exported for its official use. In the event of refusal by governmental authorities to recognize the exemption enjoyed by UNFPA with respect to such taxes and duties, the Contractor shall immediately consult with UNFPA with a view to determining a mutually acceptable procedure.

19.2 The Contractor authorizes UNFPA to deduct from its invoices the amounts corresponding to such taxes, duties or charges invoiced by it, unless the Contractor has consulted with UNFPA before paying them and UNFPA has, in each case, expressly authorized the Contractor to pay subject to a written objection to such taxes, duties or charges. In such event, the Contractor shall provide UNFPA with written evidence that such taxes, duties or charges have been paid and that their payment has been duly authorized; in such event, UNFPA shall reimburse the Contractor for the taxes, duties or charges authorized by UNFPA to be paid subject to the

20. MODIFICATIONS :

20.1 In accordance with the UNFPA Financial Regulations and Rules, the Chief of the Procurement Division of UNFPA, or any other duly authorized authority, as notified in writing by UNFPA to the Contractor, shall have the sole authority to accept on behalf of UNFPA any possible modification or revision of the Contract, any waiver of any of its provisions or any new contractual relationship of any nature whatsoever with the Contractor.

Accordingly, no modification or revision of the Contract shall be valid and binding on UNFPA unless it has been the subject of an amendment to the Contract signed by the Contractor and the Chief of the Procurement Division or any other authorized authority.

20.2 In the event that the Contract is extended for additional periods in accordance with the terms and conditions of the Contract, the conditions applicable to the extension will be the same as those set out in the Contract, unless the Parties agree otherwise by virtue of a valid amendment entered into in accordance with Article 20.1 above.

20.3 The terms or conditions of any additional arrangement, license or other agreement relating to goods or services to be provided under the Contract shall not be binding upon or enforceable against UNFPA, nor shall they in any way constitute an agreement of UNFPA, unless such additional arrangement, license or agreement is validly amended in accordance with Article 20.1 above.

21. AUDITS ET INVESTIGATIONS:

21.1 Any invoice paid by UNFPA may be subject to post-payment audit by UNFPA auditors, internal or external, or other authorized and approved agents of UNFPA at any time during the term of the Contract and for a period of three (3) years following the expiration or earlier termination of the Contract. The Contractor shall be liable to reimburse



UNFPA any amount that audits establish as having been paid by it in a manner not in accordance with the terms of the Contract.

21.2 UNFPA may, from time to time, conduct investigations into any aspect of the Contract or its award, the obligations performed under the Contract and the activities of the Contractor generally relating to the performance of the Contract at any time during the term of the Contract and up to a period of three (3) years after the expiration or prior termination of the Contract.

21.3 The Contractor shall cooperate fully and diligently with any such audits, post-payment audits or investigations. Such cooperation shall include making its personnel and all relevant documentation available to UNFPA and allowing UNFPA access to its premises at reasonable times and on reasonable terms. The Contractor shall require its agents, including but not limited to its attorneys, accountants or other advisors, to cooperate reasonably with any inspections, post-payment audits or investigations conducted by UNFPA under the Contract.

22. PRESCRIPTIONS :

22.1 Except for the indemnification obligations set forth in Section 6 above, or as set forth elsewhere in the Agreement, any arbitration proceedings under the provisions of Section 17.2 above arising out of the Agreement must be commenced within three years from the date the cause of action arose.

22.2 For these purposes, the Parties declare that they understand that a cause of action arises when there is breach or, in the case of latent defects, when the injured Party knew or should have known all the elements constituting the cause of action or, in the case of a breach of warranty, when the actual offer to deliver is made, provided however that if a warranty extends to the future performance of a product, process or system and the breach cannot therefore be discovered until the actual operation of said product, process or system in accordance with the terms of the Contract, the cause of action does not accrue until the future performance is known.

23. **ESSENTIAL CLAUSES:** The Contractor acknowledges and agrees that each of the provisions of Articles 24 to 29 of this Contract constitutes an essential term of the Contract and that any breach of these provisions entitles UNFPA to immediately terminate the Contract, or any other contract with UNFPA, upon notice to the Contractor, without being liable for any penalty in respect of such termination and without incurring any liability in any other manner.

24. **SOURCE OF INSTRUCTIONS:** In the performance of the Contract, the Contractor shall neither seek nor accept any instructions from any authority external to UNFPA. If any such authority purports to give instructions regarding the performance of the Contract, or to impose restrictions on it, the Contractor shall promptly refer the matter to UNFPA and shall provide UNFPA with the necessary assistance to monitor its actions. The Contractor shall not take any action in the performance of its obligations under the Contract that may be prejudicial to UNFPA and shall perform its obligations with due regard to the interests of UNFPA.

25. **PROHIBITION ON PROVIDING BENEFITS TO OFFICIALS:** The Contractor warrants that it has not offered, nor will it offer, any representative, official, employee or other agent of UNFPA any direct or indirect benefit arising out of or in connection with the performance of the Contract or the award thereof.

26. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances and regulations affecting the performance of its obligations under the Contract. It shall also comply with all obligations relating to its registration as a qualified supplier of goods or services with UNFPA, as set forth in the UNFPA Supplier Registration Procedure.

27. **CHILD LABOR:** The Contractor represents and warrants that neither it nor its parent companies (if applicable), subsidiaries or related companies (if applicable) is engaged in any practice incompatible with the rights set forth



in the Convention on the Rights of the Child, in particular Article 32 thereof which provides, inter alia, that every 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.

28. MINES: The Contractor represents and warrants that neither it nor its parent companies (if applicable), its subsidiaries or related companies (if applicable) is involved in the trade or manufacture of anti-personnel mines or components used in the manufacture of such mines.

29. SEXUAL EXPLOITATION:

29.1 The Contractor shall take all appropriate measures to prevent its employees or any other person engaged and placed under its sole authority to perform services under the Contract from engaging in acts of sexual exploitation or abuse against any person. In this sense, any sexual activity with a person under the age of 18, regardless of the laws relating to the age of consent, constitutes a form of sexual exploitation and abuse against that person. Furthermore, the Contractor shall refrain from and take all reasonable and appropriate measures to prohibit its employees or other persons engaged and placed under its authority from requesting sexual favors or imposing any other form of degrading or exploitative behavior in exchange for a sum of money, goods, services or other.

29.2 UNFPA shall not apply the foregoing age standard where an employee of the Contractor, or any other person whom it may engage to perform services under the Contract, is married to a person under the age of 18 with whom he or she has sexual relations and whose marriage is valid under the law of the country of which he or she is a national.

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