UNAIDS

Services

Request for Quotations (RFQ) – Services

Graphic and web design consultant

RFQ-2021-10

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1. INTRODUCTION

The Joint United Nations Programme on HIV/AIDS (UNAIDS) is leading the global effort to end AIDS as a public health threat by 2030 as part of the Sustainable Development Goals.

UNAIDS provides the strategic direction, advocacy, coordination and technical support needed to catalyse and connect leadership from governments, the private sector and communities to deliver life-saving HIV services. Without UNAIDS, there would be no strategic vision for the AIDS response.

UNAIDS generates strategic information (SI) and analysis that increases the understanding of the state of the AIDS epidemic and progress made at the local, national, regional and global levels.

It leads the world's most extensive data collection on HIV epidemiology, programme coverage and finance and publishes the most authoritative and up-to-date information on the HIV epidemic—vital for an effective AIDS response. UNAIDS produces data for impact—no major report, speech or policy initiative on HIV has been launched or made without referring to data collected and released by UNAIDS.

UNAIDS is a model for United Nations reform and is the only cosponsored Joint Programme in the United Nations system. It draws on the experience and expertise of 11 United Nations system Cosponsors and is the only United Nations entity with civil society represented on its governing body.

UNAIDS has helped to position, shape and scale up the response to HIV like no other organization, encouraging dialogue and bringing in communities that have been left out of decision-making. Without UNAIDS, the human rights of people living with HIV would have been held back and the voice of civil society would be heard far less often.

In line with our global vision and mission, the UNAIDS Regional Support Team Eastern and Southern Africa (RST ESA), based in Johannesburg, South Africa, is committed to build an online ESA Regional SI Hub as part of its workplan.

RST ESA also runs a website (rstesa.unaids.org), and Twitter (@UNAIDS_ESA) and Facebook (UNAIDS Eastern and Southern Africa) platforms. to advocate and raise visibility on the AIDS epidemic and response in ESA, and UNAIDS' role therein.

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

Learn more about us at www.unaids.org.

1.1 Scope of work

To support evidence-based advocacy on the HIV epidemic in the ESA region, RST ESA seeks to profile key HIV-related progress, challenges, and solutions through a variety of traditional and innovative channels, including on the RST ESA website.

Furthermore, UNAIDS RST ESA and the UNAIDS Country Office in South Africa (UCO) together require a variety of multi-media products for use in online and social media communications, including the RST ESA website (rstesa.unaids.org), Twitter and Facebook

platforms. We also require the website to have updated content and a fresh look and feel based on annual campaigns which we run through the year.

In addition, the dissemination of SI products produced by the Regional SI Hub to a wider audience is achieved by integrating more user-friendly infographic design and uploading to the website and providing links to partners.

To support these aims, UNAIDS RST ESA seeks a consultant company with expertise in graphic and web design to support this scope of work, between 1 March 2021 and 31 December 2022.

1.2 Main tasks and responsibilities

Reporting to and working closely with the RST Regional Strategic Information Adviser and RST ESA and UCO Communications Officers, the consultant will take a lead role in the following **main tasks**:

1. Update the ESA data pages on the RST ESA website with new content, including text and images. This will include an update using the 2021 and 2022 UNAIDS HIV estimates and Global AIDS Monitoring data and information presented in the 2021 and 2022 *UNAIDS Global Update* reports, as well as strategic information produced by the RST ESA SI Hub.
2. Conceptualize and produce additional SI products and infographics, such as slides, charts, tables and figures for online platforms, which will be used for dissemination at meetings and conferences, and for advocacy with partners and policymakers.
3. Adding a maximum of four additional tabs on the ESA Data Regional Overview page. These tabs will have the same content and look and feel as the existing tabs in the ESA data section. Please see rstesa.unaids.org/esa-data#testing-and-treatment for a reference to the content and look and feel for these tabs.
4. Make changes to the look and feel of the overall RST website, including adding new pages on special initiatives, fixing formatting, adding new content, images and text, that are provided by the RST ESA.
5. Produce social media cards for UNAIDS RST ESA and UCO South Africa for use online and in print.

1.3 Key requirements and description of services

With the clearance of the consultancy supervisors, and in line with the strategic directions of the ESA Regional Strategic Information Hub and the RST ESA, the **deliverables** under this consultancy are:

1. **SI hub update**
   1.1 Updating the RST ESA website with the strategic information presented in the UNAIDS 2021 *Global AIDS Update* report, which is released in July 2021, including the following tabs:

1.1.1. Landing page: **four** infographics
1.1.2 ART tab: **three** infographics
1.1.3 Testing and treatment tab: **two** infographics
1.1.4 Gender disparities: **one** infographic
1.1.5 Laws and policies: **five** infographics (maps)
1.1.6. **One** detailed map of Africa and key/legend

1.2 Another full update of all text and graphics, a repeat of what is detailed above in 1.1., when the strategic information presented in the UNAIDS 2022 *Global AIDS Update* report, is released in July 2022.

1.3 Adding links to new regional and country profile pages, based on the 2021 and 2022 estimates data, using available, clickable PPT and PDF thumbnails of material already produced during the consultancy.

1.4 Adding a maximum of four additional tabs on the ESA data Regional Overview page (rstesa.unaids.org/esa-data). These tabs will have the same content and look and feel as the existing tabs in this section. Please see rstesa.unaids.org/esa-data#testing-and-treatment for a reference to the content and look and feel for these tabs.

All data required for the purpose will be provided in MSExcel spreadsheets by RST ESA. Please consult the RST ESA website data pages (rstesa.unaids.org/esa-data) for a visual understanding of the current look and feel of the RST ESA SI Hub.

2. PowerPoint Presentation

2.1 Graphic design of one PowerPoint Presentation containing the epidemiological data from ESA. This will entail using the provided data in MSExcel to compose tables, figures and other graphics to be displayed in a slide set which contains approximately 55 slides.

Please see **Annex 1 example** of a slide set referred to above.

3. Data products

3.1 Graphic design of 24 data products of a maximum of four pages each. This will entail using the provided data in MSExcel to compose tables, figures and other graphics for slides, pamphlets or booklets for advocacy purposes.

Please see Annex 2 for an example of a “product”.

4. Updating the RST ESA website look and feel

4.1 Make improvements to the website’s look and feel, such as make changes to the overall look and feel that requires technical knowledge beyond capacity of UNAIDS consultancy supervisor, such as adding banners, sliders, images, photo galleries, readjustment of size of modules etc. These tasks will constitute 2.5 days maximum a month from 1 March 2021–31 December 2022.

4.2 Add new pages to the website as follows:

4.2.1. Eight new pages to the Special Initiatives section, on Zero Discrimination Day, International Youth Day, 16 Days of Activism and World AIDS Day special pages over the contract period. Visit the Special Initiatives section of the RST ESA website (rstesa.unaids.org/special-initiatives) for an example of special pages.

4.2.2 A special page on the People's Vaccine – visit the special page on COVID-19 on the RST ESA website (rstesa.unaids.org/covid-19) as a reference for the look and feel of this special page.

All content, including text and images, will be provided to the consultant in MsWord, jpegs or from the UNAIDS global website.

5. Social media cards: RST ESA

5.1 Produce [a series of] figures as media cards for use online and in print to a maximum of 32 cards per year. These may include, but are not limited to, heat maps, tables, column charts, trend line charts, pie charts, pictograms, infographics, motion graphics/dynamic charts (e.g. moving trend lines; bubble charts).

5.2 Four animated videos of a maximum duration of of two minutes each, per year (eight in total). Script will be provided by UNAIDS. Please see https://www.unaids.org/en/resources/presscentre/featurestories/2020/june/20200625_anna-uganda for an example of an animated video.

5.3 Edit four videos of a maximum of two minutes each, per year (eight in total), of Director and/or partner message on important international days, with title and endboards, name and title captions, and soundtrack if necessary. Please see https://www.unaids.org/en/resources/presscentre/featurestories/2020/june/20200625_anna-uganda or rstesa.unaids.org/16-days-of-activism for an example of a video.

6. Social media cards: UCO South Africa

6.1 Produce [a series of] figures as media cards for use online and in print to a maximum of 30 cards per year. These may include, but are not limited to, heat maps, tables, column charts, trend line charts, pie charts, pictograms, motion graphics/dynamic charts (e.g. moving trend lines; bubble charts).

For 5 and 6 above, UNAIDS will supply the data and all text including titles, legends and sources. The designer will ensure the figure are accurate and include legends, scales, units of measure, etc. The outputs will be in relevant resolutions for online and print use. Formats will be PNG, PDF, and GIF for motion graphics.

For all web and graphic design products, the UNAIDS branding guidelines must be adhered to. They are available to view at www.unaids.org/brandbuilder

Electronic copies of all source materials in editable format related to the above products must be delivered to UNAIDS on completion of the contract, which will allow UNAIDS to reproduce or revise the products when needed (Word, InDesign, Excel files, etc.)

1.4 Reporting requirements

The consultant will report to the following consultancy supervisors:

1. For items **1–3 in section 1.3 above**, the Regional Senior Strategic Information Adviser, RST ESA.
2. For items **4 and 5 in section 1.3 above**, the Global Outreach and Communication Adviser, RST ESA
3. For item **6 in section 1.3 above**, the Senior Adviser, Management and Advocacy at UCO South Africa

The consultant should be flexible and willing to work with multiple supervisors and members of the team to meet the deliverables and understand the lines of reporting with reference to the contract.

The consultant will provide contract supervisors with regular verbal and written updates, as required.

1.5 Finance and accounting requirements

Interim technical reports are required with submission invoices during the consultancy. The technical report must have links to a Google Drive folder which contains electronic copies of the deliverables and/or links to relevant sections of the website.

A final technical report, which reports on and has links to each deliverable from the contract, is required with the final invoice for the contract.

Invoices should provide units, details of expenses as well as the submission of the electronic copies prior to payment processing.

1.6 Performance monitoring

UNAIDS will review, in accordance with agreed work plan at the time of contract signature, all milestones and the quality of the deliverable. UNAIDS reserve the right to reject deliverables not compliant with the specifications in section 2.1.

2. RESPONSE FROM BIDDER

2.1 Bidding process

Proposals must be received no later than 24 February 2021 at 17:00 hours.

The final proposal must be sent by e-mail and in English to the following email addresses:
Email**:** ekanmiang@unaids.org and ridgardn@unaids.org

A prospective bidder requiring any clarification on technical or contractual matters may notify UNAIDS via the email specified above. UNAIDS will respond in writing to any request for clarification of the RFQ that it receives not later than **22 February 2021 at 17.00** through a direct reply to the requester.

The bidder shall bear all costs associated with the preparation and submission of the Proposal including but not limited to the possible cost of discussing the proposal with UNAIDS, negotiating a contract and any related travel. UNAIDS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

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

No Proposal may be modified after the closing date for submission of Proposals, unless UNAIDS has issued an amendment to the RFQ allowing such modifications.

UNAIDS may, at its discretion, extend the deadline for the submission of proposals or revise the terms of reference, by issuing a modification to this solicitation.

UNAIDS may award one or more contracts resulting from this RFQ to the responsible bidders(s) whose proposal(s) conforming to this RFQ offers the greatest value in terms of the selection criteria. UNAIDS may (a) reject any or all proposals, (b) accept other than the lowest cost proposal, (c) accept more than one proposal, (d) accept an alternate proposal, and/or (e) waive informalities and minor irregularities in proposals received.

UNAIDS may award one or more contracts on the basis of initial proposals received, without discussions or negotiations. Therefore, each initial proposal should contain the bidder's best terms from a cost and technical standpoint.

Bidders are requested to hold their proposal valid for 90 days from the deadline for submission. UNAIDS will make its best effort to select a firm/institution within this period. In exceptional circumstances, UNAIDS may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its Proposal.

This document and any annexes shall not be construed as a contract or a commitment of any kind. This request for quote in no way obligates UNAIDS to award a contract, nor does it commit UNAIDS to pay any cost incurred in the preparation of the proposal.

UNAIDS may - at its sole discretion - invite selected bidders to make a presentation to or discuss aspects of their proposal with UNAIDS. There shall be no individual presentation by

or meeting with bidders until after thse closing date. There should be no contact, other than the queries and/or request for clarifications, with UNAIDS officials concerning the RFQ process for the project, from the date of issue of this RFQ to the final selection.

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

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

2.2 Selection criteria

UNAIDS attaches particular importance to the following criteria:

- Demonstrated ability of the bidder to perform the services listed under 1.3 above
- Demonstrated ability to comply with critical provisions such as execution of the contract by honouring the tax-free status of the UN.
- Pricing conditions

Please note that UNAIDS may use information other than that provided by the bidder in its evaluation, including, but not limited to, experience gained in other UN organizations. UNAIDS is not obliged to disclose such information to bidders.

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

UNAIDS reserves the right to

- Award the Contract to a Vendor of its choice, even if its bid is not the lowest
- Award separate Contracts for parts of the work, components or items, to one or more Vendors of its choice, even if their bids are not the lowest
- Accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidders and without any obligation to inform the affected bidder or bidders of the grounds for UNAIDS's action.
- Award the Contract on the basis of the Organization's particular objectives
- Not award any Contract at all

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

UNAIDS has the right to eliminate bids for technical or other reasons throughout the evaluation process. There is no obligation by UNAIDS to reveal, or discuss with any Vendor, how a Proposal was assessed, or to provide any other information relative to the evaluation process or to state the reasons for elimination to the bidder.

UNAIDS reserves the right at the time of award of contract to modify the scope of services and goods specified in the RFQ without any change in base

NOTE: UNAIDS is **acting in good faith** by issuing this RFQ. However, this document does not obligate UNAIDS to contract for the supply of any services or products.

2.3 Content of the proposal

A Bid shall consist of a single response with two components: the Technical and the Financial Components.

The Technical Component will contain:

1. Company profile
2. At least three samples of previous work which will provide documentary evidence to assess the competency of the company, relevant knowledge, skills and experience, related to the RFQ
3. Proposed work plan to deliver the services requested in this RFQ.

The Financial Component will contain the detailed price information, including number of units and cost per unit. Please submit an all-inclusive financial offer, listing each deliverable as a separate, costed line item (six headings in total).

Proposals shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

If a bid is not complete according to specifications of the technical and financial components above, it will be eliminated from the bidding process.

2.4 Electronic Submissions

Bidders shall make clear reference to the specific proposal in the subject field as instructed below:

Response to RFQ: Graphic and web designer

The proposal shall be submitted to the email address indicated in section 2.1

E-mail submission shall not exceed **10 MB.** It is recommended that all the proposal documents are consolidated into as few attachments as possible which shall be in commonly used file formats.

Where the technical details are in large electronic files, it is recommended that these shall be sent separately before the deadline. It shall be the Bidder's responsibility to ensure that Proposals sent by e-mail are received by the deadline.

2.5 Deadline for Submission of Proposal and Late Proposals

Bids must be submitted **on or before the date and time indicated in section 2.1**

UNAIDS may, under special and exceptional circumstances, extend this deadline for the submission of the Bids and such changes shall be notified to all Bidders before the expiration of the original period.

UNAIDS shall not be legally responsible for Proposals that arrive late due to the Bidder's problems with transmission of Proposal submissions via e-mail.

2.6 Bid Currency and Prices

All prices shall be quoted only in the currency of the country where the bidder is legally established or in US dollars (USD) if payments in this currency are allowed by the local legislation. For the purposes of comparison only, UNAIDS will convert all bids to its USD equivalent using the UN Exchange Rate valid on the closing date of the RFQ.

2.7 Validity of Bid

The prices of the Proposal shall be valid for the duration of the agreement, as specified by UNAIDS. A proposal valid for a shorter period shall be rejected by UNAIDS on the grounds that it is non-responsive.

3. OPENING AND EVALUATION OF PROPOSALS

3.1 Opening of Proposals

UNAIDS shall open all Proposals in the presence of two witnesses.

3.2 Clarification of Bids

To assist in the examination, evaluation and comparison of Bids, UNAIDS may ask Bidders for clarification of their Proposals. The request for clarification and the response shall be in writing by UNAIDS and no change in price or substance of the proposal shall be sought, offered or permitted.

3.3 Preliminary examination of Proposals

UNAIDS shall examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents are properly signed and whether the proposals are generally in order.

Arithmetical errors shall be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its proposal shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

Prior to the detailed evaluation, the Buyer will determine the substantial responsiveness of each Proposal to the RFQ. For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the requirements and terms and conditions of the RFQ without material deviations. The Buyer's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Buyer and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

4. AWARD OF CONTRACT

4.1 Award Criteria

The Proposals are evaluated in a one-stage procedure where the Technical and Financial components are evaluated separately to determine the Lowest-price, technically acceptable offer. The Technical component will be evaluated by confirming the requirements below with the supporting documentations sent by the bidder based on the Requirements Criteria.

UNAIDS reserves the right to invite selected Bidders to adjust any prices in the Excel cells of the Financial Proposal which appear to fall outside of expected values.

UNAIDS reserves the right to reject any Proposal if the Bidder has previously failed to perform properly or complete on time in accordance with contracts or if the Bidder in UNAIDS perspective is not in a position to perform the contract.

UNAIDS reserves the right to annul the solicitation process and reject all Proposals at any time prior to award of the contract without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the Buyer's action.

A Proposal that is rejected by UNAIDS may not be made responsive by the Bidder by correction of the non-conformity. A responsive proposal is defined as one which conforms to all the terms and conditions of the UNAIDS Proposal solicitation documents without material deviations. UNAIDS shall determine the responsiveness of each Bid with the UNAIDS Proposal solicitation documents.

The Bidders waive all rights to appeal against the decision made by UNAIDS.

4.2 Right to Vary Requirements at Time of Award

UNAIDS reserves the right at the time of award of contract to vary the amount of services and/or goods specified in the RFQ without any change in price or other terms and conditions.

4.3 Signing of the contract

UNAIDS shall send the successful Bidder an Agreement for Performance of Work (APW), which constitutes the Notification of Award.

The successful Bidder(s) shall sign and date the APW and return it to UNAIDS within 5 days of receipt to confirm acceptance of the contract.

5. UNAIDS TERMS AND CONDITIONS

The following general conditions shall apply to any eventual contract. No other deemed conditions shall apply.

GENERAL CONDITIONS

1. It is understood that the execution of the work does not create any employer/employee relationship. In this respect, the contractor shall be solely responsible for the manner in which the work is carried out. Thus, UNAIDS and/or WHO shall not be responsible for any loss, accident, damage or injury suffered by any person whatsoever arising in or out of the execution of this work, including travel. Insurance coverage for any such loss, accident, damage or injury will be the contractor's responsibility, including where appropriate, insurance coverage for persons used by the contractor to carry out the work.

   Without prejudice to the foregoing, UNAIDS may in certain cases provide insurance coverage for the contractor for travel in UNAIDS and/or WHO vehicles. UNAIDS and/or WHO decline all responsibility for non-payment by the insurance company of all or part of a claim submitted by or for the contractor for any accident. In case of such non-payment, the contractor shall be obliged to immediately reimburse all or part of any advance which UNAIDS may have paid to the contractor.

2. All rights in the work, including ownership of the original work and copyright thereof, shall be vested in UNAIDS, which reserves the right (a) to revise the work, (b) to use the work in a different way from that originally envisaged, or (c) not to publish or use the work.

3. If the option, on the face of this agreement, for payment of a fixed sum applies, that sum is payable in the manner provided, subject to proper performance of the work. If the option for payment of a maximum amount applies, the funds shall be used exclusively for the work specified in this agreement and any unspent balance shall be refunded to UNAIDS. In this latter case, any financial statement required shall reflect expenditures according to the relevant main categories of expenditure. Contractors who are legal entities (hereinafter referred to as "Company Contractors") must submit an invoice to UNAIDS in order to receive payment. Invoices are not required from contractors who are individuals (hereinafter referred to as "Individual Contractors") who can be paid upon receipt by UNAIDS of the required deliverables (including any required technical reports and financial statements) in a satisfactory manner.

   The invoice from Company Contractors shall reflect any tax exemption to which UNAIDS and/or WHO may be entitled by reason of the immunity it enjoys. UNAIDS and WHO, which provides administrative services to UNAIDS, are, as a general rule, exempt from all direct taxes, custom duties and the like, and the Company Contractor will consult with UNAIDS so as to avoid the imposition of such charges with respect

to this agreement and the work performed hereunder. As regards excise duties and other taxes imposed on the provision of goods and services (e.g. value added tax), the Company Contractor agrees to verify in consultation with UNAIDS whether in the country where the tax would be payable, UNAIDS and/or WHO are exempt from such tax at the source, or entitled to claim reimbursement thereof. If UNAIDS and/or WHO are exempt from value added tax, this shall be indicated on the invoice, whereas if UNAIDS and/or WHO can claim reimbursement thereof, the Company Contractor agrees to list such charges on its invoices as a separate item and, to the extent required, cooperate with UNAIDS and/or WHO to enable reimbursement thereof.

UNAIDS and/or WHO shall have no responsibility whatsoever for any taxes, duties or other contributions payable by contractors. Payment of any taxes, duties and other contributions which a contractor may be required to pay shall be the sole responsibility of the contractor who shall not be entitled to any reimbursement thereof by UNAIDS and/or WHO.

4. If the work is not satisfactorily completed (and, where applicable, delivered) by the date fixed in this agreement and/or if any financial statement required is not satisfactorily submitted to UNAIDS in accordance with general condition 5 below, UNAIDS may specify an additional period within which this agreement must be satisfactorily performed. Normally such additional period should be of at least one week's duration, unless it is clear from the agreement that it was particularly important that the performance be completed on the date specified, in which case UNAIDS may specify a shorter period or refuse to grant any additional period at all. In the event that the work is not satisfactorily completed and delivered on the date fixed, or any additional period granted by UNAIDS and/or if any financial statement required is not satisfactorily submitted to UNAIDS in accordance with general condition 5 below, UNAIDS may rescind this agreement (in addition to the other remedies), subject to an equitable arrangement being made in case of delay caused by force majeure.

5. The contractor shall complete and deliver the work to UNAIDS (including any technical report that may be required) by the date fixed in this agreement or any additional period that may be granted by UNAIDS under general condition 4. Any financial statement required shall be submitted within thirty (30) days thereafter at the latest. If the payment schedule on the face of this agreement provides for a final payment upon completion of the work, this final payment shall be made only after satisfactory receipt of all deliverables called for under this agreement, including any technical report and financial statement.

6. Each Individual Contractor certifies that he/she does not presently, and will not during the term of this agreement, hold any form of contractual relationship with UNAIDS and/or WHO (including any UNAIDS and/or WHO regional, country or project office, as well as any programme, center or other entity where staff is subject to WHO Staff

Regulations and Rules) that confers upon the Individual Contractor the status of a UNAIDS and/or WHO staff member. The Individual Contractor understands that a false statement may result in the cancellation of any or all contracts, and/or the withdrawal of any offer of a contract with UNAIDS and/or WHO.

7. If and to the extent the work to be performed under this agreement includes surveys or interviews involving human participants (hereinafter referred to as “research”), the following shall apply:

7.1 Ethical Aspects

It is the responsibility of the contractor to safeguard the rights and welfare of human subjects involved in research performed under this agreement, in accordance with the appropriate national code of ethics or legislation, if any, and in the absence thereof, the Helsinki Declaration and any subsequent amendments. Prior to commencing any such research, the contractor shall ensure that (a) the rights and welfare of the subjects involved in the research are adequately protected, (b) freely given in o, (c) the balance between risk and potential benefits involved has been assessed and deemed acceptable by a panel of independent experts appointed by the contractor, and (d) any special national requirements have been met.

7.2 Regulatory Requirements

It is the responsibility of the contractor to comply with the relevant national regulations pertaining to research involving human subjects.

7.3 Protection of Subjects

Without prejudice to obligations under applicable laws, the contractor shall make appropriate arrangements to eliminate or mitigate any negative consequences to subjects or their families resulting from the conduct of the research under this agreement. Such arrangements shall to the extent feasible include appropriate counselling, medical treatment and financial relief. The contractor furthermore undertakes to protect the confidentiality of the information relating to the possible identification of subjects involves in the research.

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

9. Nothing contained in or relating to this agreement shall be deemed to constitute a waiver of any of the privileges and immunities enjoyed by UNAIDS and/or WHO and/or as submitting UNAIDS and/or WHO to any national court or jurisdiction