



LONG TERM AGREEMENT

LTA2021-073

Date: 24/08/2021

UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN (UN Women)

202 Stefan cel Mare Blvd.

Chisinau, Moldova

Phone: +373 22 839 898

Wishes to enter into a Long Term Agreement

With

“Promo-Profit” LTD

76 Kogălniceanu str, Off no. 4, Chisinau, Moldova

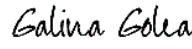
Phone: +373 69129964

E-mail: golgalina@promo-profit.md

for the direct ordering of

SOCIAL MEDIA, INDOOR AND OUTDOOR CAMPAIGN SERVICES

As stipulated in the attached document

UN WOMEN GENERAL CONDITIONS OF CONTRACT: CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES (ANNEX 1) & SCHEDULE OF REQUIREMENTS (ANNEX 2) ATTACHED APPLY. Vendor Number: 54274	Signature:  Date: 29-9-21 Digitally signed by Moez Doraid DN: cn=Moez Doraid, o=UN Women, ou=DMA, email=moez.doraid@unwomen.org, c=US Date: 2021.09.29 09:51:27 -04'00' Mr. Moez Doraid, Director - Division of Management and Administration UN Women
QUERIES TO: Contractual matters Dominika Stojanoska, Country Office Director email: dominika.stojanoska@unwomen.org Technical and operational matters Ira Cebotari, Operations Manager e-mail: ira.cebotari@unwomen.org Phone: +373 69 229 342	Signature:  Date: 30-seh-2021 4:22 AM EDT DocuSigned by: Galina Golea C63B2EC0F2B7491... Galina Golea, Director, SUPPLIER CONTRACTOR RETAINS 1 ORIGINAL CONTRACT AND RETURNS TO UN WOMEN 1 DULY SIGNED AND DATED ORIGINAL

Long Term Agreement No. LTA2021-073 – “Promo-Profit” LTD

Validity: 23/08/2024 with possibility of extension for 2 additional years

Delivery Lead Time: According to Schedule of Requirements

Payment Currency: MDL

Payment Terms: Net 30 days

Item ID	Description	UoM	Unit Price (MDL)	Delivery Lead Time, Days
1.	Promotion of Video Spots	unit	As per the rates obtained following the secondary bidding process	2
2.	Promotion of Video Reportages, Human Stories and Other Videos	unit		2
3.	Promotion of Video Events	unit		2
4.	Promotion of Posts, GIFs and Images	unit		2
5.	Promotion of Photos and Videos on Instagram	unit		2
6.	YouTube Campaigns	unit		2
7.	Google Banners	unit		2
8.	TV Campaigns	unit		7
9.	Radio Campaigns	unit		7
10.	Page Likes Campaigns	unit		7
11.	Online Webinars and Facebook Events Broadcasts	unit		2
12.	Promotion of Podcasts	unit		5
13.	Digital Video Campaigns	unit		2
14.	Digital Photo/GIF Campaigns	unit		2
15.	Indoor and Outdoor Promotion Campaigns	unit		2

1. OBJECTIVE

1.1 This non-exclusive Long-Term Agreement (hereinafter called the “Agreement”) is established to allow UN Women to purchase **social media, indoor and outdoor campaign services** as and when required for all its regular programmes as well as for programmes that may be funded by other institutions.

1.2 The Supplier is NOT authorized to deliver any services other than those specified under this Agreement. Requests for different services shall come either through another Long-Term Agreement or through formal methods of solicitation.

2. GENERAL PROVISIONS

2.1 This Agreement represents an offer on the part of the Supplier to provide UN Women with the services, prices and delivery time agreed and under the terms and conditions detailed herein for the duration of the Agreement. It does not represent a contract in itself, nor obliges UN Women to any financial commitment whatsoever. Only Purchase Orders made pursuant to this Agreement and only for the services stipulated herein will constitute a commitment on UN Women’s part.

2.2 The Supplier shall accord the same terms and conditions to any other organization within the United Nations system that wishes to avail of such terms, after written consent from the Chief of Procurement, UN Women.

2.3 UN Women’s liability shall be limited to the Purchase Order only for the services stipulated therein and no increase in the total liability of UN Women or in the price of the products will be authorized or paid to the Supplier unless such increases have been approved by UN Women prior to the delivery of the products or services.

2.4 Purchase Orders will incorporate by reference all of the terms and conditions of this Agreement including UN Women’s General Conditions of Contract hereto attached and forming a part of this Agreement.

2.5 UN Women is not obligated to purchase any minimum service quantity under this Agreement.

2.6 Any change to the terms and conditions detailed herein or any increase in the estimated value of this Agreement shall receive prior authorization from UN Women and changes shall be documented in a written amendment to this Agreement.

3. VALIDITY OF THE AGREEMENT

3.1 This Agreement shall be valid for a period of **3 years** effective from the date where both parties have signed the LTA (the latest date) and may be extended for up to **two** additional years subject to the

Supplier's satisfactory performance and competitiveness of prices. This shall be agreed upon both parties in writing at least 30 days before the expiration of the Agreement.

3.2 UN Women reserves the right to discontinue this Agreement if the Supplier's performance is not satisfactory to UN Women.

4. DELIVERABLES OF THIS CONTRACT

The supplier shall provide video production services to UN Women and other UN Agencies in Moldova.

5. REPORTING

The supplier will report semi-annually summarizing each contract they have been issued by any UN Women division (HQ, regional, multi-country, country offices) and any other UN agency that have issued purchase orders under the LTA.

6. CONTRACT DOCUMENTS

6.1 This Agreement is subject to the UN Women General Conditions of Contract, attached hereto as Annex One (1). The provisions of such Annex shall control the interpretation of this Agreement and in no way shall be deemed to have been derogated by the contents of this Agreement and any other Annexes.

6.2 The Supplier and UN Women also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

6.2.1 This Agreement.

6.2.2 The UN Women solicitation documents including the Terms of Reference [ref. ITB-MDA30-2021-02947], incorporated herein by this reference.

6.2.3 The Supplier's bid dated 13/06/2021, incorporated herein by this reference.

6.3 All the above shall form the Agreement between the Supplier and UN Women, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

7. PRICES AND DISCOUNTS

7.1 All prices shall be in **MDL** only. The Supplier shall hold the prices fixed and not subject to change throughout the validity of this Agreement. The Supplier shall be responsible to apply to the Purchase Orders raised under this Agreement any special offer or discounts (if applicable) which may become effective at the time of delivery of services. Such discounts will be reflected in the corresponding invoices. Failure to do so may result in the termination of the Agreement.

7.2 The Supplier undertakes not to provide the same services under the same market conditions to other customers at a price lower than that offered to UN Women and stated in this Agreement. Should the Supplier do so then UN Women will be offered the new lower price.

8. QUALITY OF SERVICES AND WARRANTY

8.1 The Supplier is restricted to providing social media, indoor and outdoor campaign services as contained in this Agreement and to the highest international quality standards.

8.2 The Supplier shall notify UN Women of any change to its service provision lines or services at least six (6) months prior to the effective date of change. The Supplier shall also inform UN Women of all services to be discontinued at least 6 months prior effective date of discontinuation.

9. DELIVERY

9.1 The delivery time shall apply for this Agreement from receipt of Purchase Order as listed on page two.

10. NOTICE OF DELAY

10.1 In the event of a delay in the delivery time of a Purchase Order, the Supplier shall immediately and not later than the lead time stipulated in page two of this Agreement from the acknowledgement of such delay, notify the UN Women buyer in writing, requesting an extension of the delivery time, clearly stating the nature of the delay (including supporting documentation) and the proposed new delivery time.

10.2 The corresponding UN Women buyer will ascertain the facts and extent of delay and extend the time for performance when in its judgment the facts justify such an extension. The buyer findings thereon shall be final and conclusive subject only the Supplier's right of appeal under the arbitration clause of the contract.

11. RECEIPT AND CONFIRMATION OF PURCHASE ORDERS

11.1 The Supplier shall acknowledge receipt and acceptance of the UN Women Purchase Order within three business days from the receipt of the UN Women Purchase Order by acknowledgement of receipt of Purchase Order to the UN Women contact specified in Article 14 below (via email, fax or letter).

12. INVOICES

12.1 The invoices must clearly indicate the relevant Purchase Order Number.

13. PAYMENT

13.1 Payment for all Purchase Orders under this Agreement will be made by UN Women within thirty (30) days after presentation of relevant original documents mentioned below:

13.1.1 An invoice.

13.1.2 A deed of conveyance receipt with detailed description of services provided.

14. CONTACT DETAILS

14.1 All correspondence and invoices shall be sent to following contacts as per above guidelines:

18.1.1 **Consignee:** **Galina Golea**

Director

"Promo-Profit" LTD

76 Kogîlniceanu str, Off no. 4, Chisinau, Moldova

Phone: +373 79 90 33 39

E-mail: hello@adcenter.md

18.1.2 **UN Women:** *Contractual matters*

Dominika Stojanoska

Country Office Director

UN Women Moldova

202 Ștefan cel Mare Blvd

MD-2004, Chisinau, Moldova

email: dominika.stojanoska@unwomen.org

Technical and operational matters

Ira Cebotari

Operations Manager

UN Women Moldova

202 Ștefan cel Mare Blvd

MD-2004, Chisinau, Moldova

Phone: +373 69 229 342

e-mail: ira.cebotari@unwomen.org

18.2 Please note the following must be mentioned in **ALL** correspondences and invoices sent to UN Women:

18.2.1 PO number; and

18.2.2 Name of Buyer.

GENERAL CONDITIONS OF CONTRACT

CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES

1. **LEGAL STATUS OF THE PARTIES:** The United Nations Entity for Gender Equality and the Empowerment of Women (UN-WOMEN) and the Contractor shall also each be referred to as a “Party” hereunder, and:
 - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
 - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UN-WOMEN, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to UN-WOMEN by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:
 - 2.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
 - 2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UN-WOMEN, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
 - 2.3 At the option of and in the sole discretion of UN-WOMEN:
 - 2.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UN-WOMEN prior to such personnel’s performing any obligations under the Contract;
 - 2.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UN-WOMEN prior to such personnel’s performing any obligations under the Contract; and,
 - 2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UN-WOMEN has reviewed the qualifications of such Contractor’s personnel, UN-WOMEN may reasonably refuse to accept any such personnel.
 - 2.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
 - 2.4.1 UN-WOMEN may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.
 - 2.4.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UN-WOMEN, which shall not be unreasonably withheld.
 - 2.4.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

- 2.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 2.4.5 Any request by UN-WOMEN for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UN-WOMEN shall not bear any liability in respect of such withdrawn or replaced personnel.
- 2.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UN-WOMEN officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UN-WOMEN with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of the United Nations shall:
- 2.6.1 undergo or comply with security screening requirements made known to the Contractor by UN-WOMEN, including but not limited to, a review of any criminal history;
- 2.6.2 when within UN-WOMEN premises or on United Nations property, display such identification as may be approved and furnished by the United Nations security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to the United Nations for cancellation.
- 2.7 Within one working day after learning that any of Contractor's personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UN-WOMEN about the particulars of the charges then known and shall continue to inform UN-WOMEN concerning all substantial developments regarding the disposition of such charges.
- 2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UN-WOMEN premises or on United Nations property shall be confined to areas authorized or approved by the United Nations. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UN-WOMEN premises or on United Nations property without appropriate authorization from UN-WOMEN.

3. ASSIGNMENT:

- 3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UN-WOMEN. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of the UN. Any such unauthorized delegation, or attempt to do so, shall not be binding on UN-WOMEN.
- 3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:
- 3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and,*
- 3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and,*
- 3.2.3 the Contractor promptly notifies UN-WOMEN about such assignment or transfer at the earliest opportunity; *and,*

3.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UN-WOMEN following the assignment or transfer.

4. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UN-WOMEN. UN-WOMEN shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UN-WOMEN reasonably considers is not qualified to perform obligations under the Contract. UN-WOMEN shall have the right to require any subcontractor's removal from UN-WOMEN premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
5. **PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:
 - 5.1 **DELIVERY OF GOODS:** The Contractor shall hand over or make available the goods, and UN-WOMEN shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UN-WOMEN such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UN-WOMEN in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UN-WOMEN.
 - 5.2 **INSPECTION OF THE GOODS:** If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UN-WOMEN when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UN-WOMEN or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UN-WOMEN or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.
 - 5.3 **PACKAGING OF THE GOODS:** The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UN-WOMEN as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.
 - 5.4 **TRANSPORTATION & FREIGHT:** Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that UN-WOMEN receives all necessary transport documents in a timely manner so as to enable UN-WOMEN to take delivery of the goods in accordance with the requirements of the Contract.
 - 5.5 **WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UN-WOMEN stated in or arising under the Contract, the Contractor warrants and represents that:
 - 5.5.1 The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes

expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

- 5.5.2 If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UN-WOMEN with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;
- 5.5.3 The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
- 5.5.4 The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- 5.5.5 The goods are new and unused;
- 5.5.6 All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UN-WOMEN in accordance with the Contract;
- 5.5.7 During any period in which the Contractor's warranties are effective, upon notice by UN-WOMEN that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse UN-WOMEN for the purchase price paid for the defective goods; and,
- 5.5.8 The Contractor shall remain responsive to the needs of UN-WOMEN for any services that may be required in connection with any of the Contractor's warranties under the Contract.
- 5.6 **ACCEPTANCE OF GOODS:** Under no circumstances shall UN-WOMEN be required to accept any goods that do not conform to the specifications or requirements of the Contract. UN-WOMEN may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UN-WOMEN be obligated to accept any goods unless and until UN-WOMEN has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that UN-WOMEN shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until UN-WOMEN in fact provides such written acceptance. In no case shall payment by UN-WOMEN in and of itself constitute acceptance of the goods.
- 5.7 **REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to UN-WOMEN under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UN-WOMEN, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from UN-WOMEN of such rejection or refusal to accept the goods, the Contractor shall, in sole option of UN-WOMEN:
- 5.7.1 provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UN-WOMEN; *or*,
- 5.7.2 repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; *or*,
- 5.7.3 replace the goods with goods of equal or better quality; *and*,
- 5.7.4 pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to UN-WOMEN.
- 5.8 In the event that UN-WOMEN elects to return any of the goods for the reasons specified in Article 5.7, above, UN-WOMEN may procure the goods from another source. In addition to any other rights or remedies available to UN-WOMEN under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UN-WOMEN shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.
- 5.9 **TITLE:** The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to

UN-WOMEN upon delivery of the goods and their acceptance by UN-WOMEN in accordance with the requirements of the Contract.

5.10EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UN-WOMEN under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UN-WOMEN, UN-WOMEN shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UN-WOMEN to enable UN-WOMEN to take appropriate measures to resolve the matter.

6. INDEMNIFICATION:

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

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

6.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

6.2 The indemnity set forth in Article 6.1.1, above, shall not apply to:

6.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UN-WOMEN directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

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

6.3 In addition to the indemnity obligations set forth in this Article 6, the Contractor shall be obligated, at its sole expense, to defend UN-WOMEN and its officials, agents and employees, pursuant to this Article 6, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

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

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

6.5.1 procure for UN-WOMEN the unrestricted right to continue using such goods or services provided to UN-WOMEN;

6.5.2 replace or modify the goods or services provided to UN-WOMEN, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,

6.5.3 refund to UN-WOMEN the full price paid by UN-WOMEN for the right to have or use such goods, property or services, or part thereof.

7. **INSURANCE AND LIABILITY:**

7.1 The Contractor shall pay UN-WOMEN promptly for all loss, destruction, or damage to the property of UN-WOMEN caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

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

7.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

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

7.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

7.2.4 such other insurance as may be agreed upon in writing between UN-WOMEN and the Contractor.

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

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

7.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UN-WOMEN, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

7.5.1 name UN-WOMEN as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

7.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UN-WOMEN;

7.5.3 provide that UN-WOMEN shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

7.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UN-WOMEN.

7.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

7.7 Except for any self-insurance program maintained by the Contractor and approved by UN-WOMEN for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UN-WOMEN. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UN-WOMEN with evidence, in the form of certificate of insurance or such other form as UN-WOMEN may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UN-WOMEN reserves the right, upon

written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 7.5.3, above, the Contractor shall promptly notify UN-WOMEN concerning any cancellation or material change of insurance coverage required under the Contract.

- 7.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
8. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UN-WOMEN against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UN-WOMEN.
9. **EQUIPMENT FURNISHED BY UN-WOMEN TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UN-WOMEN to the Contractor for the performance of any obligations under the Contract shall rest with UN-WOMEN, and any such equipment shall be returned to UN-WOMEN at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UN-WOMEN, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UN-WOMEN for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
10. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 10.1 Except as is otherwise expressly provided in writing in the Contract, UN-WOMEN shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UN-WOMEN under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN-WOMEN.
- 10.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UN-WOMEN does not and shall not claim any ownership interest thereto, and the Contractor grants to UN-WOMEN a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 10.3 At the request of UN-WOMEN, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UN-WOMEN in compliance with the requirements of the applicable law and of the Contract.
- 10.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UN-WOMEN, shall be made available for use or inspection by UN-WOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN-WOMEN authorized officials on completion of work under the Contract.
11. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UN-WOMEN OR THE UNTIED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UN-WOMEN, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN-WOMEN or the United Nations, or any abbreviation of the name of UN-WOMEN or the United Nations in connection with its business or otherwise without the written permission UN-WOMEN.

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

12.1 The Recipient shall:

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

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

12.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 12, the Recipient may disclose Information to:

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

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

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

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

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

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

12.4 UN-WOMEN may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

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

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

13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

13.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

13.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UN-WOMEN shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 14, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UN-WOMEN shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

13.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UN-WOMEN is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

14. TERMINATION:

14.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 17 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

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

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

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

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

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

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

14.3.5 transfer title and deliver to UN-WOMEN the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

14.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UN-WOMEN thereunder;

14.3.7 complete performance of the work not terminated; *and*,

14.3.8 take any other action that may be necessary, or that UN-WOMEN may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UN-WOMEN has or may be reasonably expected to acquire an interest.

14.4 In the event of any termination of the Contract, UN-WOMEN shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UN-WOMEN shall not be liable to pay the Contractor except for those goods delivered

and services provided to UN-WOMEN in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UN-WOMEN or prior to the Contractor's tendering of notice of termination to UN-WOMEN.

14.5 UN-WOMEN may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

- 14.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
- 14.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
- 14.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
- 14.5.4 a Receiver is appointed on account of the insolvency of the Contractor;
- 14.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
- 14.5.6 UN-WOMEN reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

14.6 Except as prohibited by law, the Contractor shall be bound to compensate UN-WOMEN for all damages and costs, including, but not limited to, all costs incurred by UN-WOMEN in any legal or non-legal proceedings, as a result of any of the events specified in Article 14.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UN-WOMEN of the occurrence of any of the events specified in Article 14.5, above, and shall provide UN-WOMEN with any information pertinent thereto.

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

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

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

17. **SETTLEMENT OF DISPUTES:**

17.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

17.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 17.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

19. **TAX EXEMPTION:**

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

19.2 The Contractor authorizes UN-WOMEN to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN-WOMEN before the payment thereof and UN-WOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UN-WOMEN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UN-WOMEN shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UN-WOMEN and paid by the Contractor under written protest.

20. **MODIFICATIONS:**

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

20.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 20.1, above.

20.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UN-WOMEN nor in any way shall constitute an agreement by UN-WOMEN thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 20.1, above.

21. **AUDITS AND INVESTIGATIONS:**

21.1 Each invoice paid by UN-WOMEN shall be subject to a post-payment audit by auditors, whether internal or external, of UN-WOMEN or by other authorized and qualified agents of the United Nations at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the

Contract. UN-WOMEN shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UN-WOMEN other than in accordance with the terms and conditions of the Contract.

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

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

22. LIMITATION ON ACTIONS:

22.1 Except with respect to any indemnification obligations in Article 6, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

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

23. **ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 24 to 29 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UN-WOMEN to terminate the Contract or any other contract with UN-WOMEN immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

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

26. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.

27. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

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

29. SEXUAL EXPLOITATION:

- 29.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- 29.2 UN-WOMEN shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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SPECIAL CONDITION OF CONTRACT

The Contractor shall take all appropriate measures to ensure that neither it, its parent entities (if any), nor any of the contractor's subsidiary or affiliated entities (if any) are engaged in any discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits, against women.

Annex 2

SCHEDULE OF REQUIREMENTS

Social media, indoor and outdoor campaign services for UN Agencies in Moldova

Location: Republic of Moldova

Type of contract: Long-term agreement

Duration of the contract: 3 years with possibility of extension for additional 2 years

Rationale:

Communications is a key component of UN Agencies work and constitutes a means for ensuring visibility for successful UN Agencies initiatives, results and programmes as well as for raising awareness about key impact areas. Effective communications also contribute to mobilizing resources as donors would like to see value for money.

Yearly UN Agencies are conducting regular communication campaigns that need to be secured with quality social media, indoor and outdoor campaigns. Therefore, UN Agencies are looking to subcontract specialized local entities with adequate human and material resources to provide the respective services.

Scope of Work:

United Nations Agencies operating in Moldova will outsource the social media, indoor and outdoor campaign services required during the implementation of their programmes and are exploring the possibility of contracting social media, indoor and outdoor campaign companies on a recurrent basis as needs arise.

UN Women envisages entering long-term agreement (thereafter referred to as LTA) on behalf of UN Agencies in Moldova with the successful Proposer(s) for the provision of an estimated quantity of the specified services in support of UN Agencies operations. In the event of UN Women signing long term agreements on behalf of UN Agencies in Moldova, the following shall apply:

The agreements shall be valid for a period of 3 years from the date when both parties have signed the LTA with an option for a further extension of 24 months at the discretion of UN Women.

- a) The LTA template as specified in Annex I shall be used for the establishment of the final agreement.
- b) UN Agencies will not be committed to purchase any minimum quantity of the Services, and purchases will be made only if and when there is an actual requirement. UN Agencies shall not be liable for any cost in the event that no purchases are made under any resulting LTA.
- c) UN Women, on behalf of UN Agencies in Moldova, intends to award more than one LTA to the responsive Proposers. During the validity of the LTAs, the LTA holders will be invited to quote for each specific requirement based on secondary bidding in order to ensure best value for money through effective competition based on those specific requirements.
- d) The LTA holders must be able to provide quality and on-time services.
- e) The confirmation of orders for specific requirements will be placed by issuing Purchase Orders prior to engaging the specific service. The General Conditions of LTA will be in force.

A. Technical Specifications for Goods

Item No	Minimum Technical Requirements	Unit	Quantity Estimations for 3 Years	Delivery Lead Time, Days
1.	Promotion of Video Spots Channel: Facebook, Instagram, stories Reach: at least 1.5 million people per video Promotion timeframe: 15 days per video Price should include price per promotion, targeting, agency commission and other taxes, if any.	Pc	56	2

2.	Promotion of Video Reportages, Human Stories and Other Videos Channel: Facebook, Instagram, stories Reach: at least 50.000 people reached Promotion timeframe: 15 days per video Price should include price per promotion, targeting, agency commission and other taxes, if any.	Pc	160	2
3.	Promotion of Video Events Channel: Facebook Reach: at least 50.000 people reached Promotion timeframe: 5 days per video Price should include price per promotion, targeting, agency commission and other taxes, if any.	Pc	82	2
4.	Promotion of Posts, GIFs and Images Channels: Facebook, Instagram, stories Reach: at least 50.000 people Promotion timeframe: 5 days Price should include price per promotion, creation and adaptation, targeting, agency commission and other taxes, if any.	Pc	560	2
5.	Promotion of Photos and Videos on Instagram Channel: Instagram Reach: at least 80.000 people reached per 1 post Promotion timeframe: 10 days Price should include price per promotion, targeting, agency commission and other taxes, if any.	Pc	110	2
6.	YouTube Campaigns Channel: Youtube Views: at least 500.000 visualizations per one video Promotion timeframe: 15 days per video Price should include price per promotion, adaptation, targeting, agency commission and other taxes, if any.	Pc	49	2
7.	Google Banners Channel: Google ads, 7 types of banners Reach: at least 50.000 people reached Promotion timeframe: 15 days Content: to be developed by the company Price should include price per promotion, creation and adaptation, targeting, agency commission and other taxes, if any.	Pc	267	2
8.	TV Campaigns Channel: including, but not limited to TV8, Jurnal TV, Pro TV, Moldova 1 Reach: split up to 40 minutes per channel (3-4 insertions per day) Promotion timeframe: 14 days per video, 100% prime time Video length: up to 40 seconds Price should include price for placement, adaptation, agency commission and other taxes, if any.	Pc	34	7
9.	Radio Campaigns Channels: Hit FM, Kiss FM, Radio Plai, Jurnal FM and Novoe Radio Media plan: up to 60 minutes (5-6 inserts per day) Promotion timeframe: 14 days , 100% prime time Spot length: up to 40 seconds	Pc	32	7

	Price should include price for placement, creation, agency commission and other taxes, if any.			
10.	Page Likes Campaigns Channels: Facebook Promotion timeframe: 14 days Price should include price per promotion, setting, agency commission and other taxes, if any.	Pc	13	2
11.	Online Webinars and Facebook Events Broadcasts Channels: Facebook, including 3 pages cross-posting, www.privesc.eu Event locations: online and offline with arranged professional studio with necessary audio and video equipment, and branding. Live broadcasting should be ensured by the use a professional platform allowing visual branding, nameplates, logos, etc.	Pc	91	5
12.	Promotion of Podcasts Channels: Facebook, Instagram Reach: at least 70.000 people per podcast Promotion timeframe: 15 days per podcast Protagonists will be identified by the UN Agencies. Price should include price per promotion on social media, targeting, agency commission and other taxes, if any.	Pc	46	2
13.	Digital Video Campaigns Channels: including, but not limited to Admixer/Audience Network (only TOP sites), videomatic: including, but not limited to www.ivi.ru , www.megogo.ru Positions: all-roll Total reach: up to 800.000 views Promotion timeframe: 14 days per video Price should include price per promotion, adaptation, targeting, agency commission and other taxes, if any.	Pc	33	2
14.	Digital Photo/GIF Campaigns Channels: including but not limited to Admixer/Audience Network (desktop and mobile 970x250, 300x250, 300x600, 240x400), www.ea.md , www.locals.md , www.agora.md , www.diez.md (desktop and mobile) Positions: right banners, billboards Content: Animated banners, photos or GIFs Total reach: up to 1 million Price should include price per promotion, creation and adaptation including resize of banners in the proper formats, targeting, agency commission and other taxes, if any.	Pc	63	2
15.	Indoor and Outdoor Promotion Campaigns Indoor and outdoor public awareness raising products with campaign messages in public places across the country - billboards, city lights, etc. Promotion timeframe: 30 days Content: to be designed and created by the company Locations: up to 30 locations of the Republic of Moldova Quantity: up to 15 billboards/ city lights per order The company should propose a dissemination/placement plan that will contain the details on the geographical distribution and type of	Pc	24	15

	advertising spaces available. The priority should be given to shopping centers, airport, public transport stations, central squares/marketplaces, parks, pedestrian zones as well as the most popular national roads.			
	The price should cover a full-service package - placement, design, adaptations, printing, agency commissions, and other costs, if any.			

UN Agencies promotional campaigns should not be placed next to alcohol promotional campaigns.

Quantity estimations for 3 years are indicative. They do not bound UN Agencies to any purchases. Purchases will be made only if and when there is an actual requirement. Quantity estimations for 3 years are provided in order to help companies understand the potential volume of work and estimate prices based on it.

The precise number of social media, indoor and outdoor campaigns will be separately determined per each solicitation from a particular UN Agency.

Campaigns shall be set within the maximum number of delivery lead time days from the request date of the UN Agencies. Any issues that might appear (campaigns not approved by Facebook, Instagram and other social media platforms) should be timely communicated to the UN Agencies Communications team.

Campaigns must ensure good performance of the ads for website clicks, video views and posts engagement. The promotion should focus on target groups from the key regions: Chisinau, Cahul, Ungheni, Straseni and Falesti. General communication products should have country wide coverage.

Management arrangements

The selected company(ies) will work under overall guidance of the UN Agencies Communications Specialist and/or Communications Associate. UN Agencies will provide the selected company(ies) all the necessary materials for a better understanding of the context and for the successful fulfilment of the task.

The contractor is expected to:

1. Receive a detailed brief from the UN Agencies.
2. Develop at least 1 media plan proposal.
3. Present it to the UN Agencies.
4. Receive feedback from the UN Agencies, address them in due time and edit the draft as per the UN Agencies final comments and suggestions.
5. Finalize the media plan and receive final approval from the UN Agencies.
6. Make all necessary arrangements for implementation of the media plan.
7. Implement the media plan within the agreed deadline limits.
8. Prepare and submit a final report in English.

Branding Policy

The contractor must comply with the branding policy of UN Agencies, including the specific requirements for logo, identity policies, etc. The respective guidelines will be shared with the winning company(ies) upon the placement of the order.

Intellectual Property

All information pertaining to this assignment (documentary, audio, digital, cyber, project documents, etc.) belonging to UN Agencies, which the company may come into contact with in the performance of its duties under this assignment shall remain the property of UN Agencies who shall have exclusive rights over their use. Except for purposes of this assignment, the information shall not be disclosed to the public nor used in whatever form without written permission of the UN Agencies in line with the national and International Copyright Laws applicable.

The company(ies) must seek written permission to use any third party images, video and/ or audio material from the person or company that owns the rights before using it for the provision of the requested services, if needed.

Duration of the Work

The work under this contract will be provided on the ad hoc basis upon the need of the UN Agencies. The indicative timetable and deliverables will be communicated to and agreed with the selected company(ies) in advance of each upcoming assignment.

UN Agencies will require at least 2 days to review the outputs, provide comments, approve and certify acceptance of deliverables.

Location of work

The company will not be located in the UN Agencies Offices for the implementation of the assignment.

The company must ensure full access of UN Agencies staff or consultants to its premises if required to ensure that the production is finalized as per requested specifications.

The company must be in position to visit or send couriers to UN Agencies premises when and if required to present proposals and discuss any details.

Travel and other logistic arrangements

The company should envisage in the submitted financial offer all costs related to production of the products listed above, including but not limited to travel to different districts in the Republic of Moldova and other logistic arrangements. The company will also be responsible for all administrative issues associated with undertaking this assignment.

COVID-19

The company should ensure all the protective measures against COVID-19, including but not limited to the provision of Personal Protection Equipment for the personnel/protagonists involved.

Performance evaluation

Company's performance will be evaluated against such criteria as: timeliness, responsibility, initiative, communication, creativity, innovation, and quality of the products delivered.

Financial arrangements

Payment will be disbursed in one instalment upon submission and approval of all deliverables per each specific assignment, certified by the UN Agencies Communications Specialist, indicating that the services have been satisfactorily performed. Payment will be done based on actual number of delivered products.

REQUIREMENTS TO ORGANIZATIONS/ASSOCIATIONS:

- Be officially registered legal entity as per Republic of Moldova's regulations with full capacity to act in the field relevant to this assignment.
- Have at least 2 years of stated experience in social media, indoor and outdoor campaigns.
- Provide copies of contracts for TV, radio and digital campaigns.
- Provide 3 recommendation letters proving ability to provide the requested services.
- Provide evidence of Liquidity. The ratio Average current assets / Current liabilities over the last 2 years must be equal or greater than 1.
- Previous positive experience of work with UN Agencies will be considered an asset.

Portfolio

The companies should provide a Portfolio presenting several social media, indoor and outdoor campaigns, including visual materials and results from past or on-going projects. The companies must provide evidence of authorship over respective campaigns by attaching a copy of the contract or bills.

Organization Architecture/key staff

The participating company must provide a thorough description of its employed human resources that will be used for the provision of the requested services. The description should contain names of employees, their degrees, level of experience and other relevant information.

The company must have at least a Task Manager employed with the minimum qualifications as listed below. It must attach to the proposal the CV that demonstrates Task Manager's educational background and professional experience in this specific field.

1. Task Manager

- University Degree in journalism, communication, public relations or social sciences. Two additional years of qualifying experience may be accepted in lieu of the University Degree.
- At least 3 years of experience in managing and promoting national campaigns on TV, radio and social media.
- Previous work experience with the public organizations, NGOs or UN on similar assignments will be considered an asset.

The Task Manager will be in charge of the coordination and administrative tasks of the assignment, as well as be responsible for contacting and informing UN Agencies Communications Specialist with regard to all aspects related to the execution of the contract. The Task Manager shall provide UN Agencies with frequent updates on the progress of the assignment and other relevant aspects of the work.

Other partners/ personnel shall be recruited/sub-contracted as needed to ensure completion of tasks and included in the proposal. During the lifetime of the contract the personnel may be replaced by the company with the personnel of the same or better qualification.

DOCUMENTS TO BE SUBMITTED

1. Bid submission form;
2. Company's Registration Certificate and Extract;
3. Company Profile with CV of the Task Manager and short description of the other team members;
4. Portfolio with examples of previous performed works;
5. 3 (three) recommendation letters;
6. Preferably audited balance sheets for the last 2 years;
7. Copies of contracts for TV, radio and digital campaigns;
8. Joint Venture Form, if applicable;
9. Technical Proposal;
10. Financial Proposal.