Evaluation of the WHO Presence in Countries

Request for Proposals (RFP)
Bid Reference 2015/DGO/EVL/001
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1. INTRODUCTION

1.1 Objective of the RFP

The purpose of this Request for Proposals (RFP) is to enter into a contractual agreement with a successful bidder and select a suitable contractor to carry out the following work: To conduct an external evaluation of the “World Health Organization (WHO) Presence in Countries”. The evaluation will address the following high level questions:

- What does WHO presence in countries mean, and does it respond to Member States’ and other relevant partners’ expectations?
- What is the contribution of WHO presence in countries towards addressing global, regional, and individual countries’ health priorities and needs, and the overall country development agenda?
- What is WHO’s added value at country level, taking into account the level of investment?
- What are the modalities to strengthen or reduce the WHO presence in countries, based on the health status and needs of individual countries?
- To what extent does WHO exert effective leadership and convening capacity at country level to bring different stakeholders together and to act as a broker of collaborative arrangements in support of the national health and development agenda?

WHO is an Organization that is dependent 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 WHO requirements, while ensuring a high level of service.

This work is expected to take place between June 2015 and November 2015.

1.2 About WHO

1.2.1 WHO Mission Statement

The World Health Organization was established in 1948 as a specialized agency of the United Nations. The objective of WHO (www.who.int) is the attainment by all peoples of the highest possible level of health. Health, as defined in the WHO Constitution, is a state of complete physical, mental and social wellbeing and not merely the absence of disease or infirmity. WHO’s main function is to act as the directing and coordinating authority on international health work.

1.2.2 Structure of WHO

The World Health Assembly (WHA) is the main governing body of WHO. It generally meets in Geneva in May of each year and is composed of delegations representing all 194 Member States. Its main function is to determine the policies of the Organization. In addition to its public health functions, the Health Assembly appoints the Director-General, supervises the financial policies of the Organization, and reviews and approves the proposed programme budget. It also considers reports of the WHO Executive Board, which it instructs with regard to matters upon which further action, study, investigation or report may be required.

The Executive Board is composed of 34 members elected for three-year terms. The main functions of the Board are to give effect to the decisions and policies of the WHA, to advise it
and generally to facilitate its work. The Board normally meets twice a year; one meeting is usually in January, and the second is in May, following the World Health Assembly.

The WHO Secretariat consists of some 8,300 health and other officers at the Organization's headquarters in Geneva, in the six regional offices and in countries. The Secretariat is headed by the Director-General, who is appointed by the WHA on the nomination of the Executive Board. The current Director-General is Dr Margaret Chan. The head of each regional office is a Regional Director. Regional directors are appointed by the Executive Board in agreement with the relevant regional committee.

1.2.3 Description of DGO/EVL

As part of the ongoing WHO reform process, strengthening evaluation and organizational learning has been identified as one of the critical components to take forward. In support of this, the Evaluation and Organizational Learning unit (EVL) was established within the Office of the Director General (henceforth referred to as the Evaluation Office). The mission of the Evaluation Office is to contribute to establishing a culture of evaluation at all levels of the Organization, so that evaluation plays a critical role in WHO in improving performance, increasing accountability for results, and promoting organizational learning. The Director-General’s Representative for Evaluation and Organizational Learning heads EVL.

1.3 Definitions, Acronyms and Abbreviations

The following are the various acronyms and abbreviations that will be found in the attached documents:

EVL: Evaluation and Organizational Learning Office (here, “the Evaluation Office”)
RFP: Request for Proposals
WHA: World Health Assembly
WHO: World Health Organization
GPW: General Programme of Work
CCS: Country Cooperation Strategy
MOPAN: Multilateral Organisation Performance Assessment Network
UN: United Nations
JIU: United Nations Joint Inspectorate Unit
UNDAF: United Nations Development Assistance Framework
HCO: Heads of Country Offices
UNEG: United Nations Evaluation Group
2. DESCRIPTION OF SUBJECT / PRESENT ACTIVITIES

2.1 Context of the evaluation

The World Health Organization pursues a results-based management approach and its expected deliverables and budget requirements for the coming planning cycle are included in WHO’s Twelfth General Programme of Work for 2014-2019 (12th GPW) and Programme Budget. WHO has also embarked on a major systemic reform to enable the Organization to adequately address the increasingly complex challenges of public health in the 21st century. The scope of the reform effort includes a managerial reform component in pursuit of organizational excellence. The establishment of a rigorous evaluation function is one of its essential pillars.

The 12th GPW recognizes that WHO’s action at country level is a critical element of the WHO’s agenda with a focus to meet countries’ needs. It also recognizes that WHO’s leadership at country level is a particularly important element of the reform agenda, and encourages strengthening the effectiveness of WHO work at the country office as well as its coordination with the other levels of the Organization.

In this context, the Evaluation of the WHO Presence in Countries has been designated as one of the priorities for WHO in 2015.

The “WHO Country Presence” is the WHO platform for effective cooperation with countries to advance its global agenda, contribute to national policies and plans; and facilitate global policies and priorities. It refers to the work of the Secretariat as a whole, carried out through (i) a physical WHO presence, through the action of the 150 WHO country offices and decentralized sub-offices in provinces and districts, (ii) WHO’s normative work: involving norms and standards setting, and (iii) the coordinated support from other levels of the Secretariat through the technical backstopping from the regional and headquarters levels, including technical support, capacity building, programme management and coordination for country support.

The need for evidence of progress towards WHO’s contribution to countries’ goals and priorities was highlighted in the 2013 report of the Multilateral Organisation Performance Assessment Network (MOPAN). The United Nations Joint Inspectorate Unit (JIU) had also encouraged the evaluation of the country support function and of its related planning instruments, such as the WHO Country Cooperation Strategy (CCS), as well as the level of cooperation with other organizations of the United Nations system. Additionally, the independent 2013 Evaluation of the Second Stage of the WHO Reform recommended that attention be paid to aspects of accountability, the match between the structure and service requirements at country level and the level of coordination with other development partners.

2.2 Objectives of the evaluation

The purpose of this evaluation is to provide evidence on progress towards the contribution of WHO to country-level goals and to the organization wide outcomes. Further, this evaluation...
seeks to identify the programmatic articulation effort and related synergies across the three levels of WHO, including intercountry and interregional cooperation towards maximizing the combined contribution to country level goals.

This evaluation will address the following high level questions:

1. What does WHO presence in countries mean, and does it respond to Member States’ and other relevant partners’ expectations?

2. What is the contribution of WHO presence in countries towards addressing global, regional, and individual countries’ health priorities and needs, and the overall country development agenda?

3. What is WHO’s added value at country level, taking into account the level of investment?

4. What are the modalities to strengthen or reduce the WHO presence in countries, based on the health status and needs of individual countries?

5. To what extent does WHO exert effective leadership and convening capacity at country level to bring different stakeholders together and to act as a broker of collaborative arrangements in support of the national health and development agenda?

The evaluation will consider a set of criteria of relevance, effectiveness, efficiency and impact to respond to these overarching questions, and will be based on a robust methodology and work plan.

### 2.3 Target Audience

The principal target audience of this evaluation are WHO Senior Management, Heads of WHO Country Offices, WHO governing bodies and national constituents.

The findings of this evaluation will inform the ongoing reform efforts, in particular, in relation to WHO’s role at country level.

### 2.4 Activity coordination

The evaluation will be commissioned and coordinated by the Evaluation Office.

The successful Bidder(s), the Contractor(s), will report to the Director General’s Representative for Evaluation and Organizational Learning in his capacity of Evaluation Commissioner. A WHO Senior Evaluation Officer will act as the Evaluation Manager, representing the Evaluation Commissioner in the management and day to day operations of the evaluation. An Ad-Hoc Evaluation Management Group will assist the Evaluation Manager.

The work will be coordinated by WHO headquarters in Geneva. It will include inputs from WHO Headquarters, the six WHO Regional Offices, WHO’s Country Offices and relevant WHO partners as will be described in Section 3 of this RFP.
3. REQUIREMENTS

3.1 Introduction

WHO requires the successful bidder, the Contractor, to carry out tasks outlined below. The Annexes to this RFP form an integral part of this RFP.

3.2 Characteristics of the provider

3.2.1 Status

The selected provider(s) shall be an institution, private sector entity, and/or established team of individuals with proven experience of conducting rigorous impact evaluation based on robust theories of change. Preferably, the contractor will also have proven expertise in working with UN Agencies, intergovernmental organizations, and global initiatives in conducting impact and complex evaluations.

3.2.2 Criteria of the evaluation team

Criteria: The capacity profile of the team members proposed by the contracting provider should include the following attributes and skills:

a) relevant technical experience with sectorial public health policy development and programme implementation, health system reform, programme planning, monitoring and evaluation,

b) experience in health systems and services delivery planning and management,

c) in-depth understanding and experience of quantitative and qualitative evaluation methodologies; and

d) experience of conducting reviews and robust evaluations in international/multilateral organizations.

Impartiality: No member of the evaluation team proposed by the contracting entity should have a conflict of interest.

Composition: The proposed evaluation team is required to include members with the expertise described above (with the possibility of sub-contracting specialist resources). The Evaluation Team leader will be tasked with keeping WHO informed of specific issues of relevance arising during the evaluation. In its proposal, the team may request occasional support of WHO staff for its work as needed. The proposed involvement of the WHO staff needs to be time-bound, with clear indications of how the learning from this evaluation will contribute to a wider process of learning within WHO.

3.2.3 Previous experience

Required: Previous experience in conducting impact and complex evaluations with WHO, UN Agencies, other international organizations and/or major institutions in the field of impact evaluation or public policies and programmes.

Required: Documented in-depth knowledge of the global health landscape.

Highly desirable: Proven experience in implementing multisite complex impact evaluations in the public and non-for profit sector, involving multi-stakeholder actors.

Highly desirable: Proven experience in designing and implementing change management strategies.

Desirable: Proven intercultural sensitivity.
3.2.4  Logistical capacity
The selected provider(s) shall have the logistical capacity to manage virtual global meetings and to arrange the required travel.

3.2.5  Staffing
The selected provider(s) will arrange to have staff dedicated to the Project, or specified phases thereof, on a full-time basis.

It is expected that the team identified in the contracting institution’s proposal shall be those assigned/dedicated to the Project, or specified phases thereof in accordance with the approach, methodology and work plan proposed. If for any exceptional circumstances there is a need to substitute a member or members of the final team, WHO will need to be consulted to ensure that the pre-defined quality and experience requirements are maintained.

Should the contracting institution anticipate the occasional support of WHO staff for its work, the proposal should include the details (i.e. the tasks and timing) of the expected use of WHO staff and the related outputs.

3.3  Scope of the evaluation
The scope of this evaluation will comprise the specific contribution of WHO to country-level public health goals and to the relevant organization wide outcomes at country level, including relevant aspects of the development agenda.

3.3.1  WHO levels involved
The evaluation will assess the contribution of WHO as a whole, including the contribution of its country offices and sub-offices and the backstopping support of the regional and headquarters levels to the achievement of the stated goals.

The WHO Taskforce on the Roles and Functions of the Three Levels of WHO\(^7\) provides the conceptual framework for the division of roles and functions across the Organization, as summarized in the table below and the following paragraphs

<table>
<thead>
<tr>
<th>Function</th>
<th>Roles of Country Offices in performing six WHO overarching functions(^7)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Providing strategic and technical support and building capacity</td>
<td>• Lead the development of a country cooperation strategy (CCS) and its implementation.</td>
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<tr>
<td></td>
<td>• Lead and manage the provision and brokering of technical cooperation</td>
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<td></td>
<td>• Lead in the implementation and monitoring of international commitments, conventions and legal instruments</td>
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<tr>
<td></td>
<td>• Lead emergency response/action during crisis and emergencies</td>
</tr>
<tr>
<td>Providing leadership (in advocacy, health diplomacy, and coordination of the management response)</td>
<td>• Advocate for health in all policies and promote dialogue for intersectoral and multi-stakeholder collaboration</td>
</tr>
<tr>
<td></td>
<td>• Lead WHO’s UN interagency work in integrating national health priorities into the development agenda and UNDAF</td>
</tr>
<tr>
<td></td>
<td>• Lead the convening and coordination of the health response in emergencies</td>
</tr>
<tr>
<td></td>
<td>• Lead in strengthening country capacity in health diplomacy for better engagement in national and international processes, and global health governance</td>
</tr>
<tr>
<td>Setting norms and standards</td>
<td>• Support countries in the adaptation and implementation of guidelines, tools and methodologies</td>
</tr>
<tr>
<td>Shaping the research agenda</td>
<td>• Contribute to setting global norms and standards by providing evidence from countries</td>
</tr>
<tr>
<td></td>
<td>• Promote research and the strengthening of research capacity in countries</td>
</tr>
<tr>
<td></td>
<td>• Support and, when appropriate, conduct operational research and use of results</td>
</tr>
</tbody>
</table>

\(^7\) Report of the Taskforce on the roles and functions of the three levels of WHO.
http://www.who.int/about/who_reform/task_force_report_three_levels_who_2013.pdf?ua=1
Evaluation of the WHO Presence in Countries - Request for Proposal (RFP)

• Contribute to the body of knowledge on best practices

| Articulating policy options | • Lead health policy dialogue and provide policy advice to national counterparts and partners  
|                           | • Promote the engagement of countries in setting regional and global policies and strategies |

| Monitoring health trends   | • Lead WHO’s work in monitoring and evaluating national policies and programmes  
|                           | • Support the collection, analysis, dissemination and use of data for monitoring the national health situation |

According to the WHO Taskforce on the Roles and Functions of the Three Levels of WHO, Regional and Headquarters offices provide technical backstopping to country offices through the development of norms, technical support, capacity building, programme management and coordination for country support. Supporting functions by headquarters and regional planning units include the Department of Country Cooperation & Collaboration with the UN System, the Office of Compliance and Risk Management and Ethics, and others, through their various planning tools such as the CCS. The CCS is WHO’s key instrument to guide the work of Country Offices in support of the country’s national health policies, strategies and plans; and the main process for harmonizing WHO’s collaboration in countries with that of other United Nations bodies and with development partners.

3.4 Evaluation Criteria and Evaluation questions

3.4.1 Evaluation criteria

The evaluation will consider the following criteria:

1. **Relevance**: The extent to which the objectives of the WHO’s country presence are consistent with Member States’ needs, relevant partner organizations’ needs and with the global priorities and policies of WHO

2. **Effectiveness**: The extent to which the explicit objectives for the WHO presence in countries have been achieved.

3. **Efficiency**: The relationship between the extent of goal achievement and the inputs and resources used to achieve those goals and objectives.

4. **Impact**: The contribution of WHO presence in countries towards addressing countries’ health priorities and needs and WHO health strategic priorities

3.4.2 Evaluation questions

Based on the objectives and scope of work, the evaluation should address the following key issues and questions. The Evaluation Team is encouraged to develop additional questions for discussion with the Evaluation Commissioner and Evaluation Manager.

1. **What does WHO presence in countries mean, and does it respond to Member States’ and other relevant partners’ expectations?**

The main issues to be explored under this heading are:

- whether there is a shared and consistent understanding among all relevant WHO offices and partners regarding the basic mission underlying WHO’s presence in countries;

- whether there is alignment of objectives and expected results with Member States’ needs, the needs of other relevant country partner organizations, with the United Nations Development Assistance framework (UNDAF), the UN Country Team, and with WHO’s own global and regional priorities and policies;
- whether WHO alignment and allocation of functions at various levels is relevant and adequate to meet Member States’ needs
- whether WHO’s structural set-up and planning documents and tools reflect Member States’ and other partners’ needs adequately;

2. What is the contribution of WHO Presence in Countries towards addressing global, regional and individual countries’ health priorities and needs?

Key issues under this heading include:
- What is WHO’s specific contribution towards the development agenda of its Member States and of other partners (e.g. its contributions to innovative approaches, the extent of implementation of its norms, standards and guidelines) and what are the specific weaknesses and challenges?
- How effective is WHO’s delivery at all levels as measured against Member States’ and country partners’ expectations, competing requests and demands, including in unforeseen emergencies?

3. What is WHO’s added value at country level taking into account the level of investment?

Key issues under this heading include
- the effectiveness, efficiency (as measured against the level of inputs) and comparative advantage of WHO in relation to other international development players;
- the quality and responsiveness of existing mechanisms to facilitate increased alignment of the various inputs in order to maximize the overall value added;
- the overall Value For Money (VFM) of WHO’s achievements at country level and possible ways to increase it further, including alternative ways of engagement.

4. What are the modalities to strengthen or reduce the WHO presence in countries, based on the health status and needs of individual countries?

Key issues under this heading include:
- Are the criteria for establishing and disestablishing WHO country offices still adequate in light of the changes in the level of development in various regions of the world?
  – Is WHO’s adaptive capacity to strengthen or reduce its country presence in line with changing support needs adequate in terms of analytics, management tools and decision-making processes?
  – Do the present WHO country office structure as well as the capacity and resources of WHO as a whole still match the countries’ evolving service requirements?

5. To what extent does WHO exert effective leadership and convening capacity at country level to bring different stakeholders together and to act as a broker of partnerships in support of the national health and development agenda?

Key issues under this heading include:
- Does WHO exert effective leadership in terms of its convening and mobilization capacity, including resources, with regard to Member States and partners at country level to support the national health and development agenda effectively?
- What are WHO’s contributions to broader development issues and goals (gender equality, women’s empowerment, human rights and South-South cooperation)?
3.5 Methodology

The evaluation methodology will follow the principles set forth in the *WHO Evaluation Practice Handbook*. It will also follow the United Nations Evaluation Group (UNEG) norms and standards for evaluations as well as ethical guidelines. The evaluation team will ensure that the evaluation adheres to WHO cross-cutting strategies on gender, equity and human rights.

The selected evaluation team will prepare an **Inception Report**, which will include a detailed evaluation proposal based on sound methodology aimed at addressing all evaluation questions, together with proposed data collection instruments, and an adequate and relevant work-plan for the implementation of the evaluation. The Inception Report will also include the strategic partners to be involved and a schedule of key milestones, deliverables and responsibilities, as well as the detailed resource requirements to be committed by the evaluation team. It will also include a section detailing how the evaluation will adhere to the WHO evaluation policy and UNEG principles.

The evaluation team shall define a specific theoretical framework for the evaluation, including a detailed theory of change, appropriate to the evaluation questions. The theory of change will describe the relationship between the relevant inputs, activities and functions, and the outputs and outcome measures that will be the focus of the evaluation.

The evaluation will use a mixed methods design, combining desk review and analysis of relevant documents and indicators with primary data collection through surveys, key informant interviews and/or other qualitative methodologies.

It is expected that the evaluation team will gather structured data from all WHO Country Offices through surveys and document review. In addition, the evaluation team will perform in-depth analysis of a selection of between 8 to 12 countries involving a combination of in-depth document analysis together with the gathering of qualitative perspectives from key stakeholders. It is expected that between 50 to 65 interviews will be conducted as part of the in-depth country analysis.

The selection of countries for the in-depth review and of key stakeholders for all qualitative data collection will be discussed and approved by the Evaluation Manager.

Selected countries for the in-depth analysis will represent all relevant country typologies as described here below:

- Group 1: Countries, territories and areas in fragile situations;
- Group 2: Countries, territories and areas with a low Human Development Index as well as Least Developed Countries;
- Group 3: Countries, territories and areas with a Medium Human Development Index;
- Group 4: Countries, territories and areas with high and very high Human Development Index;
- Group 5: Countries with no WHO Country Office.

To the extent possible, the results of the WHO Presence in countries evaluation will be segmented by the above country categories.

Relevant stakeholders for the evaluation are:

- All WHO Country Offices
- Country support, Planning and technical units at WHO headquarters and at the six WHO regional offices
- Technical departments of WHO Headquarters and of the six WHO Regional Offices;
The evaluation team will identify the relevant indicators and parameters for the document review based on the predefined theory of change. The evaluation team will also develop and propose for approval by WHO the specific data-collection tools, taking into consideration their needs for adaption and translation to the official WHO languages when relevant. Their development will follow state of the art scientific methodologies, and will be piloted prior to its use.

3.6 Time span to be covered

The time frame for the evaluation will encompass the last five years, from 2010 to 2014, both included.

3.7 Work to be performed

The final output will consist of an Evaluation Report describing the evaluation findings that fully address the evaluation criteria.

3.7.1 Key requirements

The Evaluation Team will be expected to conduct at a minimum the following tasks:

- Participate at a Kick-Off meeting at WHO Headquarters in Geneva to agree on the terms and conditions of the contract
- Develop a set of specific evaluation questions for review and approval with WHO based on the high level questions identified in this RFP
- Design a methodologically sound evaluation proposal and project plan as part of the Inception Report for review and approval by the WHO Evaluation Commissioner.
- Lead and conduct a methodologically sound, relevant, and appropriate desk review
- Lead, organize and conduct a process of primary data collection, inclusive of major key stakeholders as described in the methodology section, involving all WHO Country Offices, the six WHO Regional Offices and WHO Headquarters, and relevant WHO partners at their headquarters’ offices and in a selection of 8 to 12 countries.
- Conduct a survey (in the form of a questionnaire) to, at least, all WHO Country Offices
- Perform between 50 to 65 interviews.
- Travel and hold meetings with key stakeholders as required
- Analyse the inputs received based on a sound methodology
- Manage inputs and consultations from all parties throughout the process
- Identify sound evidence-based recommendations based on the findings and against each of the evaluation criteria and evaluation questions
- Meet with designated WHO officials for input, review and approval of the various deliverables
- Liaise with the Evaluation Manager for feedback, performance management and quality control, and problem solving during the course of the evaluation
- Present and discuss Preliminary Results with the Evaluation Manager and Evaluation Commissioner and consider relevant feedback
• Write the Draft Evaluation Report and present it to the Evaluation Manager, Evaluation Commissioner and other WHO officials as deemed necessary by the Evaluation Commissioner, including a presentation to WHO Heads of Country Office.

• Make adjustments as feedback comes from WHO to elaborate the Final Evaluation Report, including the final laid-out version.

3.7.2 Timeframe and Deliverables
The timeframe for the work is set out in the table below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Deliverable</th>
</tr>
</thead>
<tbody>
<tr>
<td>18 May 2015</td>
<td>Deadline for submission of bids</td>
<td></td>
</tr>
<tr>
<td>30 June 2015</td>
<td>Deadline for submission of Inception Report</td>
<td>Deliverable 1</td>
</tr>
<tr>
<td>30 November 2015</td>
<td>Deadline for Submission of Final Evaluation Report</td>
<td>Deliverable 3</td>
</tr>
</tbody>
</table>

3.7.3 The Evaluation Report
The evaluation report shall be based on the quality criteria defined in the WHO Evaluation Practice Handbook.

The report will illustrate the evidence found through the evaluation in response to all evaluation criteria, questions and issues raised in the Request for Proposal for this evaluation. It should be relevant to decision-making needs, written in clear and easily understandable language, of high scientific quality and based on the evaluation information without bias.

The Evaluation report will include an Executive Summary and evidence-based recommendations directly derived from the evaluation findings, and addressing all relevant questions and issues of the evaluation. Supporting documentation detailing, at least, the methodology, evaluation activities performed and the relevant information sources used in the evaluation will be included in Annexes. The detailed list of participants and their respective contributions will be annexed.

The report will be prepared in English and is expected to comprise approximately between 80 to 120 pages, including its Annexes. It will be considered final only when approved by WHO. Its structure and specific outline will be discussed with, and approved by, the WHO Evaluation Commissioner and the WHO Evaluation Manager early during the evaluation process.

3.7.4 Reporting requirements
As per completion of deliverables and schedule of performance monitoring meetings established with the Evaluation Manager. The schedule of performance management meetings will be established at the commencement of the evaluation.

3.7.5 Performance monitoring
The evaluation team will meet periodically (every 4-5 weeks) with the Evaluation Manager to report on progress and for performance monitoring. Performance indicators will be established at the commencement of the evaluation.
4. INSTRUCTIONS TO BIDDERS

Bidders should follow the instructions set forth below in the submission of their proposal to WHO.

4.1 Language of the Proposal and other Documents

The proposal prepared by the bidder, and all correspondence and documents relating to the proposal exchanged by the bidder and WHO shall be written in the English language.

4.2 Intention to Bid

**No later than 4 May 2015** the bidder shall complete and return by both email and fax to WHO address: to the following address: larizgoitiai@who.int

1. The enclosed RFP 2015/DGO/EVL/001_Acknowledgement form – form II – should be signed as confirmation of the bidder’s intention to submit a *bona fide* proposal and designate its representative to whom communications may be directed, including any addenda; and

2. The enclosed RFP 2015/DGO/EVL/001_Confidentiality Undertaking – form IV - signed.
   - Email for submissions of acknowledgement and the confidentiality agreement to: larizgoitiai@who.int
   - Fax number for submissions of acknowledgement: +41 22 791 48 86 (Attn: Dr Itziar Larizgoitia, Bid Ref RFP 2015/DGO/EVL/001)

4.3 Cost of Proposal

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 WHO, making a presentation, negotiating a contract and any related travel.

WHO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

4.4 Contents of the Proposal

Proposals must offer the total requirement. Proposals offering only part of the requirement may be rejected.

The bidder is expected to follow the proposal structure described in paragraph 4.15 below and otherwise comply with all instructions, terms and specifications contained in, and submit all forms required pursuant to, this RFP. Failure to follow the aforesaid proposal structure, to comply with the aforesaid instructions, terms and specifications, and/or to submit the aforesaid forms will be at the bidder’s risk and may affect the evaluation of the proposal.

4.5 Joint Proposal

Two or more entities may form a consortium and submit a joint proposal offering to jointly undertake the work. Such a proposal must be submitted in the name of one member of the consortium - hereinafter the "lead organization". The lead organization will be responsible for undertaking all negotiations and discussions with, and be the main point of contact for, WHO. The lead organization and each member of the consortium will be jointly and severally responsible for the proper performance of the contract.
4.6 Communications during the RFP Period

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than 8 May 2015:

Email for submissions of all queries: larizgoitiai@who.int
(use subject: EVL Bid Ref. RFP 2015/DGO/EVL/001)

WHO will respond in writing (via email only) to any request for clarification of the RFP that it receives by the deadline indicated above. A consolidated document of WHO’s response to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have received the RFP. Questions are to be submitted through use of the form "Questions from Bidders".

There shall be no individual presentation by or meeting with bidders until after the closing date. From the date of issue of this RFP to the final selection, contact with WHO officials concerning the RFP process shall not be permitted, other than through the submission of queries and/or through a possible presentation or meeting called for by WHO, in accordance with the terms of this RFP.

4.7 Format and Signing of Proposals

The bidder shall submit five (5) hard copies each of the complete proposal by the closing date set forth in section 4.10 to the address in the section 4.8. Each complete proposal should include the following:

- Hard copy of proposal and supporting documents (marked clearly Bid Ref 2015/DGO/EVL/001)
- Signed Acceptance Form RFP 2015/DGO/EVL/001_Form I
- CD-ROM or containing electronic copy of proposal and supporting documents

Please also note the following instructions for preparation of the Proposal:

1) The five (5) copies shall be labelled "Master Copy" and "Copy1", "Copy2" and so on, as appropriate. The bidder must ensure that the content of all copies is identical. If at any time a difference is discovered between any copies of the proposal then the "Master Copy" will prevail as the official copy.

2) The five (5) hard copies shall be unbound, provided in binders from which pages may be removed easily. Dividers may be used to separate sections of the document, if needed.

3) All pages of the proposal shall be numbered in the format "Page X of Y".

4) All five (5) copies of the proposal shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to represent the bidder, submit a proposal and bind the bidder to the terms of the RFP. A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the proposal.

5) The electronic copies of the proposal and supporting documents on the five (5) CD-ROMs should be in PDF, or MS Word compatible format.

6) The Responses to the Requirements should be submitted in the XLS file format supplied by WHO and using the template distributed with the RFP. The Financial Proposal should be submitted in the format supplied by WHO distributed with the RFP. Additional details
can be provided in an XLS format. The Proposed Timeline project plan should be either in MS Project MPP, XLS or PDF format.

4.8 Sealing and Marking of Proposals

Five (5) copies of the complete proposal must be sent by registered mail or via courier in a sealed envelope or parcel to the following address:

Office EVL/DGO – L174
Bid Ref: RFP 2015/DGO/EVL/001
DO NOT OPEN
Attn: Dr Itziar Larizgoitia
World Health Organization
20, Avenue Appia
CH-1211 Geneva 27

NOTE: If the envelopes are not sealed and marked as per the instructions in this clause, WHO will not assume any responsibility for the misplacement or premature opening of the proposal and may – at its discretion – reject the proposal.

4.9 Exclusion of Submission of Offers by E-mail

Only hard copies are acceptable as official bid entries. Under no circumstances shall offers be submitted to WHO by E-mail.

Any and all bidders submitting an offer by such means shall be disqualified and their offer rejected.

4.10 Period of Validity of Proposals

The offer outlined in the proposal must be valid for a minimum period of 120 calendar days after the closing date. A proposal valid for a shorter period may be rejected by WHO. In exceptional circumstances, WHO 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.

4.11 Closing Date for Submission of Proposals

Proposals must be received at WHO at the address specified in section 4.8 no later than 18 May 2015, 17:00 hours, Geneva time.

WHO may, at its own discretion, extend this closing date for the submission of proposals by notifying all bidders thereof in writing.

Any proposal received by WHO after the closing date for submission of proposals may be rejected.

4.12 Modification and Withdrawal of Proposals

The bidder may withdraw its proposal any time after the proposal’s submission and before the opening of the bids, provided that written notice via email and fax of the withdrawal is received by WHO prior to the closing date.

The bidder’s withdrawal notice shall be addressed, sealed and marked in accordance with section 4.8 to be received before the closing date referred to in section 4.11. An advance copy of the withdrawal notice may also be sent by email but must be followed by a signed confirmation copy received by the closing date.
Evaluation of the WHO Presence in Countries - Request for Proposal (RFP)

- Email for withdrawal of proposal: larizgoitiai@who.int

No proposal may be modified after the closing date for submission of proposals, unless WHO has issued an amendment to the RFP allowing such modifications (see section 4.14).

No proposal may be withdrawn in the interval between the closing date and the expiration of the period of proposal validity specified by the bidder in the proposal in accordance with section 4.10.

4.13 Receipt of Proposals from Non-invitees

In the case WHO invites bidders from an original invitation list, WHO may, at its own discretion, if it considers this necessary and in the interest of the Organization, extend the RFP to bidders that were not included in the original invitation list.

4.14 Amendment of the RFP

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

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

4.15 Proposal Structure

The contents of the bidder’s proposal should be concisely presented and structured in the order listed in sections 4.15.3 to 4.15.7 below. Additional information may also be included if necessary.

Any information which the bidder considers confidential, if any, should be clearly marked confidential.

4.15.1 Acceptance Form

The bidder’s proposal must be accompanied by a transmittal letter signed by a duly authorized representative of the bidder and stating:

- That the bidder undertakes on its own behalf and on behalf of its possible partners and contractors to perform the work in accordance with the terms of the RFP;
- The total cost of the proposal, indicating the United Nations convertible currency used (preferably US Dollars);
- The number of days the proposal is valid (from the date of the form) in accordance with section 4.9.

4.15.2 Executive Summary

The bidder’s proposal must be accompanied by an Executive Summary/Proposed Solution.
### Information of Firm/Organization submitting Proposal

<table>
<thead>
<tr>
<th>1</th>
<th>Company Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Corporate information</td>
</tr>
<tr>
<td>1.1.1</td>
<td>Company <strong>mission statement</strong></td>
</tr>
<tr>
<td>1.1.2</td>
<td>Service commitment to customers and measurements used</td>
</tr>
<tr>
<td>1.1.3</td>
<td>Organization structure</td>
</tr>
<tr>
<td>1.1.4</td>
<td>Geographical presence</td>
</tr>
<tr>
<td>1.1.5</td>
<td>Relevant experience (include description of those parts of your organization that would be involved in the performance of the work)</td>
</tr>
<tr>
<td>1.2</td>
<td>Staffing information</td>
</tr>
<tr>
<td>1.2.1</td>
<td>Number and Geographical distribution of staff</td>
</tr>
<tr>
<td>1.2.2</td>
<td>Number of consultants employed on similar projects in each of the past three years</td>
</tr>
<tr>
<td>1.2.3</td>
<td>Staff turnover rate for the past three years</td>
</tr>
<tr>
<td>1.3</td>
<td>Audited financial statements for the past three (3) years</td>
</tr>
<tr>
<td>1.4</td>
<td>Legal information</td>
</tr>
<tr>
<td>1.4.1</td>
<td>History of <strong>Bankruptcy</strong></td>
</tr>
<tr>
<td>1.4.2</td>
<td>Pending major <strong>lawsuits</strong> and <strong>litigations</strong> in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement)</td>
</tr>
<tr>
<td>1.4.3</td>
<td>Pending <strong>Criminal/Civil lawsuits</strong></td>
</tr>
<tr>
<td>1.5</td>
<td>Relevant Contractual relationships</td>
</tr>
<tr>
<td>1.5.1</td>
<td>Relevant Contractual projects (with other UN agencies or contractors)</td>
</tr>
<tr>
<td>1.6</td>
<td>Proposed sub-contractor arrangements including <strong>sub-contractor information</strong> (as above for each sub-contractor)</td>
</tr>
</tbody>
</table>

### Experiences and Reference Contact Information

| 2 | Experiences and Reference Contact Information (list and provide five (5) detailed examples of relevant experience gained within the past five years of the issuance of this RFP that demonstrate the contractor’s ability to satisfactorily perform the work in accordance with the requirements of this RFP) |
| 2.1 | Project Name |

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8 Bidders will be excluded if:
- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata: have been subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- it becomes apparent to WHO that they are guilty of misrepresentation in supplying, or if they fail to supply, the information required under this RFP and/or as part of the bid evaluation process; or
- they give rise to a conflict of interest.
### Information of Firm/Organization submitting Proposal

<table>
<thead>
<tr>
<th>2.1.1 Project Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.2 Status (under development/implemented)</td>
</tr>
<tr>
<td>2.1.3 Reason for Relevance (provide reason why this project can be seen as relevant to this project)</td>
</tr>
<tr>
<td>2.1.4 Roles and responsibilities (list and clearly identify the roles and responsibilities for each participating organization)</td>
</tr>
<tr>
<td>2.1.4.1 Client Role and Responsibility</td>
</tr>
<tr>
<td>2.1.4.2 Contractor Role and Responsibility. Previous contractor role in project</td>
</tr>
<tr>
<td>2.1.4.3 Third party contractors Role and Responsibility. Previous specified 3rd party role in project</td>
</tr>
<tr>
<td>2.1.5 Team members (indicate relevant members of the team that will also be used for this project)</td>
</tr>
</tbody>
</table>

### 4.15.4 Proposed Solution

The bidder should spell out in the technical proposal how it seeks to undertake to address the Work stipulated in section 3 of this RFP.

### 4.15.5 Approach/Methodology

The proposal should describe the approach the bidder will take in undertaking the expected work. Key milestones and deliverables at various stages should also be set out as per guidance in section 3 of this RFP.

### 4.15.6 Proposed Time line

A time line for completion of various elements of work set out in the RFP and timeline for their completion and submission of deliverables should be given.

### 4.15.7 Financial Proposal

The financial proposal should have all elements set out in the summary Form-IA included in Annex 1. It should be signed and dated. All unit costs indicated in Form must be set out clearly.
5. OPENING AND EVALUATION OF PROPOSALS

5.1 Opening of Proposals

WHO will open the proposals in the presence of a Committee formed by WHO at the Headquarters office in Geneva, Switzerland on 20 May 2015 at 14:30 Geneva time. Each proposal will be opened during the session, each bidder will be announced and, in case of fixed-price offer, the total cost of each Financial Proposal will be read aloud. Bidders may attend the session (at their own cost) and should inform WHO in advance via email if they plan to attend. Non-attendance has no implication on the evaluation of the bids.

5.2 Clarification of Proposals

WHO may, at its discretion, ask any bidder for clarification of any part of its proposal. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

5.3 Preliminary Examination of Proposals

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

Please note that WHO is not bound to select any bidder and may reject all 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 WHO’s general principles, including economy and efficiency, WHO does not bind itself in any way to select the bidder offering the lowest price. Proposals which are not in order as aforesaid may be rejected.

5.4 Evaluation of Proposals

A two-stage procedure will be utilized in evaluating the proposals, with technical evaluation of the proposal being completed prior to any focus on or comparison of price.

The technical and financial evaluations of proposals will be accomplished by a Selection Panel composed of WHO Staff. The Selection Panel will evaluate all proposals which have passed the Preliminary Examination of Proposals.

An overall assessment will be made combining the technical and the financial evaluations to assess the overall value for money offered by the proposals assessed. In the overall assessment the technical assessment will have a weight of 60% and the financial one of 40%.

5.4.1 Technical Evaluation

The technical evaluation of the proposals will include:

- **Completeness**: the extent to which WHO’s requirements and expectations have been satisfactorily addressed;
- **Quality**: the extent to which the technical aspects and methodology of the proposal are adequate & fit for purpose to meet the objectives of the evaluation;
• **Management:** The extent to which the organizational aspects of the proposal, including the management of inputs, activities and human resources, and the coherence of the work plan, timeline and budget are adequate and fit for purpose to meet the objectives of the evaluation.

• **Experience and capacity of the evaluation team:** The extent to which the qualifications and competence of the Evaluation Team proposed for the assignment, and the experience of the firm in carrying out related projects are adequate and fit for purpose to meet the objectives of the evaluation.

The number of points which can be obtained for each evaluation criterion is specified below and indicates the relative significance or weight of the item in the overall evaluation process. Each criterion may be further sub-divided into relevant sub-criteria.

**Technical Scoring and Weighting System:**
Attributes listed above will have the following weights indicating their significance in the assessment of the technical component of the proposal:

1. Completeness: 25%
2. Quality: 30%
3. Management: 25%
4. Experience and capacity of the evaluation team: 20%

**5.4.2 Financial Evaluation**
During the Financial Evaluation, the price proposal of all bidders who have passed the Technical Evaluation will be compared, according to the following scoring and weighting system.

**Financial Scoring and Weighting System:**
The financial evaluation will comprise assessment of the following:

a. Completeness and level of detail of the financial proposal
b. Overall costs of the proposal

**5.5 Bidders’ Presentations**
WHO may, during the evaluation period, at its discretion, invite selected bidders to supply additional information on the contents of their proposal (at such bidders' own cost). Such bidders will be asked to give a presentation of their proposal (possibly with an emphasis on a topic of WHO's choice) followed by a question and answer session. The presentation will be held at WHO Headquarters in Geneva, or by tele/videoconference.

NOTE: Other presentations and any other individual contact between WHO and bidders is expressly prohibited both before and after the closing date.
6. AWARD OF CONTRACT

6.1 Award Criteria, Award of Contract

WHO reserves the right to

a) Award the contract to a bidder of its choice, even if its bid is not the lowest;

b) Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;

c) 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 bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for WHO's action;

d) Award the contract on the basis of the Organization's particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;

e) Not award any contract at all.

WHO has the right to eliminate bids for technical or other reasons throughout the evaluation/selection process. WHO shall not in any way be obligated to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relative to the evaluation/selection process or to state the reasons for elimination to any bidder.

NOTE: WHO is acting in good faith by issuing this RFP. However, this document does not obligate WHO to contract for the performance of any work, nor for the supply of any products or services.

6.2 WHO’s Right to modify Scope or Requirements during the Evaluation/Selection Process

At any time during the evaluation/selection process, WHO reserves the right to modify the scope of the work, services and/or goods called for under this RFP. WHO shall notify the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time.

6.3 WHO’s Right to Extend/Revise Scope or Requirements at Time of Award

WHO reserves the right at the time of award of contract to extend, reduce or otherwise revise the scope of the work, services and/or goods called for under this RFP without any change in the base price or other terms and conditions offered by the selected bidder.

6.4 WHO’s Right to enter into Negotiations

WHO 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 RFP.

6.5 Signing of the Contract

Within 30 days of receipt of the contract, the successful bidder shall sign and date the contract and return it to WHO according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice.


7. GENERAL AND CONTRACTUAL CONDITIONS

The contract between WHO and the selected bidder ("the Contract") will, unless otherwise explicitly agreed in writing, include the provisions as set forth in this section, and will otherwise inter alia address the following issues:

- responsibilities of the selected bidder(s) ("the Contractor(s)") and WHO;
- clear deliverables, timelines and acceptance procedures;
- payment terms tied to the satisfactory performance and completion of the work;
- notices.

The prices payable by WHO for the work to be performed under the Contract shall be fixed for the duration of the Contract and shall be in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice. The total amount payable by WHO under the Contract may be either a lump sum or a maximum amount. If the option for payment of a lump sum applies, that lump sum is payable in the manner provided, subject to satisfactory performance of the work. If the option for payment of a maximum amount applies:

- the Contract shall include a detailed budget;
- the Contractor shall be held to submit a financial statement together with each invoice;
- any advance payments by WHO shall be used by the Contractor exclusively for the work in accordance with the budget and any unspent balance shall be refunded to WHO;
- payment by WHO shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements; and
- all financial reports shall be subject to audit by or on behalf of WHO, including examination of supporting documentation and relevant accounting entries in the Contractor's books. In order to facilitate financial reporting and audit, the Contractor shall keep systematic and accurate accounts and records in respect of the work.

Unless otherwise specified in the Contract, WHO shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and WHO shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity as described in the Contract, from any other sources at any time.

7.1 Conditions of Contract

Any and all of the Contractor's (general and/or special) conditions of contract are hereby explicitly excluded from the Contract, i.e., regardless of whether such conditions are included in the Contractor's offer, or printed or referred to on the Contractor's letterhead, invoices and/or other material, documentation or communications.

7.2 Responsibility

The Contractor will be responsible to ensure that the work performed under the Contract meets the agreed specifications and is completed within the time prescribed. The Contractor shall facilitate the operational audit related to the execution of the work and the compliance with the obligations set forth in the Contract, by persons so designated by WHO. In this regard, the Contractor shall make all relevant operational information, without restriction,
available to persons so designated by WHO and provide satisfactory explanations to all queries arising in connection therewith.

7.3 Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to WHO in connection with the performance of the work under the Contract. The Contractor shall refrain from any action which may adversely affect WHO and shall fulfil its commitments with the fullest regard to the interests of WHO.

7.4 Warranties

The Contractor warrants and represents to WHO as follows:

1) The deliverables shall meet the specifications called for in the Contract and shall be fully adequate to meet their intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free. The Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least one year after completion of the work. It is agreed, however, that errors and other defects which have been caused by modifications to the deliverables made by WHO without agreement of the Contractor are not covered by this paragraph.

2) The deliverables shall, to the extent they are not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of the Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables (including, but not limited to, licenses for WHO to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based so as to permit WHO to fully exercise its rights in the deliverables without any obligation on WHO’s part to make any additional payments whatsoever to any party.

3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and shall be delivered to WHO free and clear of any and all liens, claims, charges, security interests and any other encumbrances of any nature whatsoever.

4) The Contractor, its employees and any other persons and entities used by the Contractor shall not violate any intellectual property rights, confidentiality, right of privacy or other right of any person or entity whomsoever.

5) Except as otherwise explicitly provided in the Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to WHO, to perform its obligations hereunder.

6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor’s employees, permitted subcontractors and suppliers.

Contractor furthermore warrants and represent that the information provided by it to WHO in response to the RFP and during the bid evaluation process is accurate and complete. Contractor understands that in the event Contractor has failed to disclose any relevant
information which may have impacted WHO's decision to award the Contract to Contractor, or has provided false information, WHO will be entitled to rescind the contract with immediate effect, in addition to any other remedies which WHO may have by contract or by law.

7.5 Legal Status
The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis WHO, and nothing contained in or relating to the Contract shall be construed as establishing or creating an employer/employee relationship between WHO, on the one hand, and the Contractor or any person used by the Contractor in the performance of the work, on the other hand.

Thus the Contractor shall be solely responsible for the manner in which the work is carried out. WHO shall not be responsible for any loss, accident, damage or injury suffered by the Contractor or persons or entities claiming under the Contractor, arising during or as a result of the implementation or execution of the Contract, including travel, whether sustained on WHO premises or not.

The Contractor shall obtain adequate insurance to cover such loss, accident, injury and damage, before commencing work on the Contract. The Contractor shall be solely responsible in this regard and shall handle any claims for such loss, accident, damage or injury.

7.6 Relation Between the Parties
Nothing in the Contract shall be deemed to constitute a partnership between the Parties or to constitute either Party as the agent of the other.

7.7 No Waiver
The waiver by either Party of any provision or breach of the Contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

7.8 Liability
The Contractor hereby indemnifies and holds WHO harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against WHO at any time and based on, or arising out of, breach by the Contractor of any of its representations or warranties under the Contract, regardless of whether such representations and warranties are explicitly incorporated here in or are referred to in any attached Appendices.

7.9 Assignment
The Contractor shall not assign, transfer, pledge or make any other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the Contract except with the prior written consent of WHO.

7.10 Officials not to Benefit
The Contractor warrants that no official of WHO has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.
7.11 Indemnification

The Contractor shall indemnify and hold WHO harmless, from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against WHO at any time and based on, or arising out of, the acts or omissions of the Contractor, or the Contractor's employees, officers, agents, partners or sub-contractors, in the performance of the Contract. This provision shall extend, *inter alia*, to claims and liabilities in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants, partners or sub-contractors.

7.12 Contractor's Responsibility for Employees

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.13 Subcontracting

Any intention to subcontract aspects of the Contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime contractor. No subcontracting will be permitted under the Contract unless it is proposed in the initial submission or formally agreed to by WHO at a later time. In any event, the total responsibility for the Contract remains with the Contractor.

The Contractor shall be responsible for ensuring that any and all subcontract shall be fully consistent with the Contract, and shall not in any way prejudice the implementation of any of its provisions.

7.14 Place of Performance

The place of performance of the work under the Contract shall be the contractor's own offices. Some travel will be required, as set forth in section 3.3 of this RFP and in the TORs, including to countries that may need to be visited by the Evaluation Team members to undertake fieldwork and to Geneva for meetings with the Evaluation Office.

7.15 Language

All communications relating to the Contract and/or the performance of the work thereunder shall be in English.

7.16 Confidentiality

1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there
shall be no obligation of confidentiality or restriction on use, where: (i) the information
is publicly available, or becomes publicly available, otherwise than by any action or
omission of the Contractor, or (ii) the information was already known to the Contractor
(as evidenced by its written records) prior to becoming known to the Contractor in the
implementation and execution of the Contract; or (iii) the information was received by
the Contractor from a third party not in breach of an obligation of confidentiality.

2) The Contractor, its employees and any other persons and entities used by the
Contractor shall furthermore not copy and/or otherwise infringe on copyright of any
document (whether machine-readable or not) to which the Contractor, its employees
and any other persons and entities used by the Contractor have access in the
performance of the Contract.

3) The Contractor may not communicate at any time to any other person, Government or
authority external to WHO, any information known to it by reason of its association
with WHO which has not been made public except with the authorization of WHO; nor
shall the Contractor at any time use such information to private advantage.

7.17 Title Rights

1) All rights pertaining to any and all deliverables under the Contract and the original
work product leading thereto, as well as the rights in any non-original material
incorporated therein as referred to in section 7.4.2 above, shall be exclusively vested
in WHO.

2) WHO reserves the right to revise the work, to use the work in a different way from that
originally envisaged or to not use the work at all.

3) At WHO’s request, the Contractor shall take all necessary steps, execute all
necessary documents and generally assist WHO in securing such rights in compliance
with the requirements of applicable law.

7.18 Termination and Cancellation

WHO shall have the right to cancel the Contract (in addition to other rights, such as the right
to claim damages):

1) In the event the Contractor fails to begin work on the date agreed, or to implement the
work in accordance with the terms of the Contract; or

2) In the event the progress of work is such that it becomes obvious that the obligations
undertaken by the Contractor and, in particular, the time for fulfilment of such
obligations, will not be respected.

In addition, WHO shall be entitled to terminate the Contract (or part thereof), in writing:

1. At will with the provision of thirty (30) days prior notice in writing; and

2. With immediate effect (in addition to other rights, such as the right to claim damages),
if, other than as provided above, the Contractor is:

   a. In breach of any of its material obligations under the Contract and fails to correct
      such breach within a period of thirty (30) days after having received a written
      notification to that effect from WHO; or

   b. Adjudicated bankrupt or formally seeks relief of its financial obligations.
7.19  Force Majeure

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by reasons outside such party's reasonable control it being agreed, however, that WHO shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the ownership rights referred to in section 7.17 Title rights, deliver to WHO all work products and other materials so far produced.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to WHO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Contractor shall also notify WHO of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this section, WHO shall take such action as it, in its sole discretion, considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

7.20  Surviving Provisions

Those rights and obligations of the Parties as set forth in sections 7 and 8 that are intended by their nature to survive the expiration or earlier termination of the Contract shall survive indefinitely. This includes, but is expressly not limited to, any provisions relating to WHO's right to financial and operational audit, conditions of contract, warranties, legal status and relationship between the parties, breach, liability, indemnification, subcontracting, confidentiality, title rights, use of the WHO name and emblem, successors and assignees, insurance and liabilities to third parties, settlement of disputes, observance of laws, privileges and immunities, no terrorism or corruption, foreign nationals and compliance with WHO policies.

7.21  Use of WHO name and emblem

Without WHO's prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or its relationship with WHO. In no case shall the Contractor use the name or emblem of the World Health Organization, or any abbreviation thereof, in relation to its business or otherwise.

7.22  Successors and Assignees

The Contract shall be binding upon the successors and assignees of the Contractor and the Contract shall be deemed to include the Contractor's successors and assignees, provided, however, that nothing in the Contract shall permit any assignment without the prior written approval of WHO.

7.23  Payment

Payment will be made against presentation of an invoice in a UN convertible currency (preferably US Dollars) in accordance with the payment schedule contained in the Contract,
subject to satisfactory performance of the work. The price shall reflect any tax exemption to which WHO may be entitled by reason of the immunity it enjoys. WHO is, as a general rule, exempt from all direct taxes, custom duties and the like, and the Contractor will consult with WHO so as to avoid the imposition of such charges with respect to this contract and the goods supplied and/or services rendered hereunder. As regards excise duties and other taxes imposed on the sale of goods or services (e.g. VAT), the Contractor agrees to verify in consultation with WHO whether in the country where the VAT would be payable, WHO is exempt from such VAT at the source, or entitled to claim reimbursement thereof. If WHO is exempt from VAT, this shall be indicated on the invoice, whereas if WHO can claim reimbursement thereof, the Contractor agrees to list such charges on its invoices as a separate item and, to the extent required, cooperate with WHO to enable reimbursement thereof.

7.24 Title to Equipment

Title to any equipment and supplies that may be furnished by WHO shall remain with WHO and any such equipment shall be returned to WHO at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to WHO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate WHO for equipment determined to be damaged or degraded beyond normal wear and tear.

7.25 Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain:

(i) insurance against all risks in respect of its property and any equipment used for the execution of the Contract;

(ii) all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract; and

(iii) liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the performance of the work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees, partners or sub-contractors performing work in connection with the Contract.

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

a) Name WHO as additional insured;

b) Include a waiver of subrogation to the insurance carrier of the Contractor's rights against WHO;

c) Provide that WHO 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.

The Contractor shall, upon request, provide WHO with satisfactory evidence of the insurance required under this section.

7.26 Settlement of Disputes

Any dispute relating to the interpretation or application of the Contract shall, unless amicably resolved, 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 absences of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

7.27 Observance of Laws
The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.

7.28 Authority to Modify
No modification or change of the Contract, no waiver of any of its provisions or any additional contractual relationship of any kind shall be valid and enforceable unless signed by a duly authorized representative of both parties.

7.29 Privileges and Immunities
Nothing in or relating to the Contract shall:

- be deemed a waiver of any of the privileges and immunities of WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement; and/or
- be construed as submitting WHO to any national court jurisdiction.

7.30 No Terrorism or Corruption
The Contractor warrants that:

(i) it is not and will not be involved in, or associated with, any person or entity involved in terrorism, that it will not make any payment to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity; and

(ii) it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices in connection with execution of the Contract.

The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

Any payments used by the Contractor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to WHO without delay.
8. PERSONNEL

8.1 Approval of Contractor Personnel

WHO reserves the right to approve any employee, subcontractor or agent furnished by the Contractor and Contractor's consortium partners for the performance of the work under the Contract (hereinafter jointly referred to as "Contractor Personnel"). All Contractor Personnel must have appropriate qualifications, skills, and levels of experience and otherwise be adequately trained to perform the work. WHO reserves the right to undertake an interview process as part of the approval of Contractor Personnel.

The Contractor acknowledges that the qualifications, skills and experience of the Contractor Personnel proposed to be assigned to the project are material elements in WHO's engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, both parties intend that Personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not, in principle, thereafter be taken off the project by the Contractor, or reassigned by the Contractor to other duties. Circumstances may arise, however, which necessitate that Personnel be substituted in the course of the work, e.g. in the event of promotions, termination of employment, sickness, vacation or other similar circumstances, at which time a replacement with comparable qualifications, skills and experience may be assigned to the project, subject to approval of WHO.

WHO may refuse access to or require replacement of any Contractor Personnel if such individual renders, in the sole judgment of WHO, inadequate or unacceptable performance, or if for any other reason WHO finds that such individual does not meet his/her security or responsibility requirements. The Contractor shall replace such an individual within fifteen (15) business days of receipt of written notice from WHO. The replacement will have the required qualifications, skills and experience and will be billed at a rate that is equal to or less than the rate of the individual being replaced.

8.2 Project Managers

Each party shall appoint a qualified project manager ("Project Manager") who shall serve as such party’s primary liaison throughout the course of the project. The Project Manager shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

The Project Managers shall meet on a monthly basis in order to review the status of the project and provide WHO with reports. Such reports shall include detailed time distribution information in the form requested by WHO and shall cover problems, meetings, progress and status against the implementation timetable.

8.3 Foreign Nationals

The Contractor shall verify that all Contractor Personnel is legally entitled to work in the country or countries where the work is to be carried out. WHO reserves the right to request the Contractor to provide WHO with adequate documentary evidence attesting this for each Contractor Personnel.
Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

### 8.4 Compliance with WHO’s Policies

The Contractor shall at all times comply with and ensure that the Contractor and each of its partners, subcontractors and their employees and agents comply with any applicable laws and regulations and with all WHO policies and reasonable written directions and procedures relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual harassment, (iv) privacy, (v) general business conduct and disclosure, (vi) conflicts of interest and (vii) business working hours and official holidays.

In the event that the Contractor becomes aware of any violation or potential violation by the Contractor, its partners, subcontractors or any of their employees or agents, of any laws, regulations, WHO policies or other reasonable written directions and procedures, the Contractor shall immediately notify WHO of such violation or potential violation. WHO, in its sole discretion, shall determine the course of action to remedy such violation or prevent such potential violation, in addition to any other remedy available to WHO under the Contract or otherwise.

### 8.5 Ethical Behaviour

WHO, the Contractor and each of the Contractor’s partners, subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of the Contract. In this regard, the Contractor shall also ensure that neither Contractor nor its partners, subcontractors, agents or employees will engage in activities involving child labour, trafficking in arms, promotion of tobacco or other unhealthy behaviour, or sexual exploitation.

### 8.6 Engagement of Third Parties and use of In-house Resources

The Contractor acknowledges that WHO may elect to engage third parties to participate in or oversee certain aspects of the project and that WHO may elect to use its in-house resources for the performance of certain aspects of the project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its partners, subcontractors and their employees and agents cooperate, in good faith, with such third parties and with any WHO in-house resources.
Annex 1: Forms
Evaluation of the WHO Presence in Countries
RFP No. 2015/DGO/EVL/001

ACCEPTANCE FORM

A. PROJECT PERIOD

<table>
<thead>
<tr>
<th></th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated dates for contract start</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. TOTAL FINANCIAL COST (same as in Form I D. Summary of Financial Costs): US$__________________________

C. PROPOSED PAYMENT SCHEDULE, as set out below (optional):

<table>
<thead>
<tr>
<th>Date</th>
<th>Deliverable</th>
<th>Amount (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

NB: Please add more lines if needed.

The enclosed Proposal is valid for ________________________ days from the date of this form.

Agreed and submitted, in five (4) original copies on ________________________[date]

Company Name: _______________________________________________________________
Mailing Address: ______________________________________________________________
Name and Title of Authorizing Officer: ___________________________________________

Signature: ___________________________________________________________ Date: ______
Company Stamp or Seal: ___________________________________________________________
The Organization signing Form-I, undertakes, on its own and on behalf of its possible partners and contractors, to provide services in accordance with the terms of reference set out in the Evaluation of the WHO Presence in Countries, Request for Proposal RFP 2015/DGO/EVL/001 and its accompanying documents the following sums:

### A. Professional Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost (U.S. dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development of the Work Plan</td>
<td></td>
</tr>
<tr>
<td>Review of documents</td>
<td></td>
</tr>
<tr>
<td>Collection of data and information for evaluation</td>
<td></td>
</tr>
<tr>
<td>Field visit</td>
<td></td>
</tr>
<tr>
<td>Validation and Analysis of data</td>
<td></td>
</tr>
<tr>
<td>Other tasks, please specify</td>
<td></td>
</tr>
<tr>
<td><strong>Total Professional Costs</strong></td>
<td></td>
</tr>
</tbody>
</table>

### B. Support Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost (U.S. dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional staff travel cost</td>
<td></td>
</tr>
<tr>
<td>Communication costs</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous costs, specify</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous costs, specify</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous costs, specify</td>
<td></td>
</tr>
<tr>
<td><strong>Total Support Costs</strong></td>
<td></td>
</tr>
</tbody>
</table>

### C. Procurement Costs - Please detailed below the procured items

<table>
<thead>
<tr>
<th>Item</th>
<th>Units</th>
<th>Cost in Us$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 3</td>
<td></td>
<td></td>
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<tr>
<td>Item 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Procurement Costs</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### D. Summary Financial Costs

<table>
<thead>
<tr>
<th></th>
<th>Number</th>
<th>Amount in US$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Number of Professional Staff to be contracted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated no of staff days proposed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Staff Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin Staff costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total for Travel costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total for procurement costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>Total for support costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total procurement costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total for other costs not included above</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Financial cost</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name and Title of Authorizing official:______________________________
Signature:______________________________
Date:______________________________
Evaluation of the WHO Presence in Countries
RFP No. 2015/DGO/EVL/001
Acknowledgement Form

Please check the appropriate box (see below) and submit by email (in PDF form) this acknowledgement form immediately upon receipt, and no later than 4 May 2015 at 17h00 Geneva time, to:

Office EVL/DGO – L174
Bid Ref: RFP 2015/DGO/EVL/001
DO NOT OPEN
Attn: Dr Itziar Larizgoitia
World Health Organization
20, Avenue Appia
CH-1211 Geneva 27

☐ Intention To Submit A Proposal
We hereby acknowledge receipt of the RFP. We have perused the document and advise that we intend to submit a proposal on or before 18 May 2015 at 17:00 hours CET.

☐ Non-Intention To Submit A Proposal
We hereby acknowledge receipt of the RFP. We have perused the document and advise that we do not intend to submit a proposal for the following reasons:

(insert reason here)

Bidder’s Contact Information is as follows:

Company Name: ____________________________
Contact Person: ____________________________
Mailing Address: ____________________________
Telephone No: ____________________________
Fax No: ____________________________
E-mail Address: ____________________________
Name and Title of Authorising Officer: ____________________________

Signature: ____________________________ Date: ____________________________
Proposal Completeness Form

The enclosed Proposal is valid for [number] days from the date of this form.

<table>
<thead>
<tr>
<th>Section</th>
<th>Requirement</th>
<th>Completed in full (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Overview and objectives</td>
<td></td>
</tr>
<tr>
<td>3.2.1</td>
<td>Status</td>
<td></td>
</tr>
<tr>
<td>3.2.2</td>
<td>Previous experience</td>
<td></td>
</tr>
<tr>
<td>3.2.3</td>
<td>Staffing</td>
<td></td>
</tr>
<tr>
<td>3.3.1</td>
<td>Key requirements</td>
<td></td>
</tr>
<tr>
<td>3.3.2</td>
<td>Reporting requirements</td>
<td></td>
</tr>
<tr>
<td>3.3.3</td>
<td>Further capacities</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Instruction to bidders</td>
<td></td>
</tr>
</tbody>
</table>

Agreed and accepted, in five (5) original copies on [date]

Company Name: ---------------------------------------------------------------
Mailing Address: -------------------------------------------------------------
Name and Title of Authorizing Officer: ----------------------------------------

Signature: ________________________________ Date: ____________________________

Company Stamp or Seal: --------------------------------------------------------
Evaluation of the WHO Presence in Countries
RFP No. No. 2015/DGO/EVL/001
Confidentiality Undertaking

1. The World Health Organization (WHO), through the Evaluation and Organizational Learning Unit (EVL) has information which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as “the Information”).

2. WHO is willing to provide to the Undersigned the Information for the purpose of preparing a response to the RFP for the Evaluation of the WHO Presence in Countries, provided that the Undersigned undertakes not to disclose the Information except to persons who are bound by like obligations of confidentiality and non-use as are contained in this Agreement.

3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if he/she is clearly able to demonstrate that the Information:

   a) was known to him/her prior to any disclosure by WHO to the Undersigned; or
   b) was in the public domain at the time of disclosure by WHO; or
   c) becomes part of the public domain through no fault of the Undersigned; or
   d) becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality to WHO.

4. 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.

Company Name: 

Mailing Address:

Name and Title of Authorising Officer:

Signature: ___________________________ Date: ___________________________