

23 April 2010

REQUEST FOR PROPOSAL

Dear Sir/Madam,

1. The Joint United Nations Programme on HIV/AIDS (UNAIDS), an International UN agency, invites sealed Proposals for provision of daily multi-lingual web publishing services to the organization under a Long Term Service Level Agreement (SLA).
2. The Technical submission containing the Technical Proposal of Company shall be submitted **separately**, and respond to Annexes II VI.
3. The Financial submission containing the Financial Proposal shall be submitted **separately**, and be completed according to Annex VII. Close attention must be given to the pricing schedules in the Excel format that you may download from UNAIDS RFP website (<http://www.unaids.org/en/AboutUNAIDS/RFP/default.asp>).
4. The Bidder must propose for all of the language options in this RFP.
5. To enable you to submit a valid Bid, please read the following attached Bid documents carefully:

- | | |
|-------------------------------------------|------------|
| • Instructions to Bidders | Annex I |
| • Statement Of Work (SOW) | Annex II |
| • Evaluation Criteria | Annex III |
| • Bid Submission Form | Annex IV |
| • Technical Proposal Form | Annex V |
| • Financial Proposal, price Schedule Form | Annex VI |
| • Present Work flow | Annex VII |
| • SLA proposed format | Annex VIII |
| • UNAIDS General Terms and Conditions | Annex IX |

6. The Bid shall reach UNAIDS no later than 17 May 2010, at 13.00 (Geneva time)

Dr Joel Rehnstrom
Director, Financial Management and Accountability (FMA)
The Joint United Nations Programme on HIV/AIDS
20 Avenue Appia,
CH-1211 Geneva 27
Switzerland

7. UNAIDS will open the proposals in the presence of a committee formed by UNAIDS at the Headquarters office in Geneva, Switzerland, and record all received proposals.
8. Bids received after the stipulated date and time shall not be accepted under any circumstances. Bids delivered through courier and post later than date due shall not

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- be registered. Bids submitted to any other e-mail address than TechnicalBids@unaid.org and FinancialBids@unaid.org shall be rejected.
9. The award of the contract shall be announced by UNAIDS in due course. Both successful and unsuccessful Bidders shall be notified by UNAIDS by e-mail.
 10. Any questions relating to the attached documents shall be addressed by e-mail to the following address webplatform@unaid.org no later than 7 May 2010 at 17.00 hours(Geneva time).
 11. The resultant SLA shall be valid for up to THREE YEARS.
 12. This letter is not to be construed in any way as an offer to contract with your Company.

Yours sincerely,

Helena Eversole
Director
Organizational Development Department

ANNEX I: Instructions to Bidders

A. Introduction

1. General

Proposals are invited for a Long Term Service Level Agreement (SLA) for the provision of daily multi-lingual web publishing services for UNAIDS. The SLA will run for a period of up to three years.

On the basis of the Bids received it is expected that UNAIDS will select one service provider for all the required languages under an SLA for up to three years commencing in 2010.

2. Cost of Proposal

The Bidder shall bear all costs associated with the preparation and submission of the Proposal and UNAIDS shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. UNAIDS Bid document

Bidders are expected to examine all instructions, forms, specifications, terms and conditions, etc. contained in the Bid solicitation documents issued by UNAIDS. Failure to comply with these documents shall be at the Bidder's risk and may affect the evaluation of the proposals.

4. Clarifications of solicitation document

A prospective Bidder requiring any clarification on the Bid solicitation documents may notify UNAIDS and this request shall be addressed by e-mail to the following address webplatform@unaids.org no later than 7 May 2010 at 17.00 (Geneva time). UNAIDS shall respond in writing to any request for clarification received and circulate its response (including an explanation of the query but without identifying the source of enquiry) to all prospective Bidders who have received the Bid solicitation documents. A copy of UNAIDS answer shall also be posted on the UNAIDS website.

5. Intent to bid

We would appreciate you informing us by e-mail (webplatform@unaids.org) by 30 April 2010 confirming:

- a) your receipt of this letter request for competitive proposals.
- b) whether or not you will be submitting a proposal.
- c) the expected date and mode of submission, in case you decide to submit a proposal.

6. Amendments of UNAIDS Bid solicitation document

At any time prior to the deadline for submission of proposals, UNAIDS may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.

All prospective Bidders that have notified us of their intent to bid shall be notified in writing of all the amendments to the bidding documents. Any amendments will also be posted on the UNAIDS RFP website. In order to give prospective Bidders reasonable time to take the amendments into account in preparing their proposals, UNAIDS may at its discretion, extend the deadline for the submission of proposals.

C. Preparation of Bids

7. Languages of the Proposal

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid shall be written in English.

8. Documents to be submitted with the Proposal

For UNAIDS acceptance of the Bid, the Bidder should furnish the following documents:

- a. Completed Bid Submission Form (Annex IV)
- b. Technical Proposal: Operational and technical part of the Proposal, including documentation to demonstrate that the Bidder meets all requirements (Annex V)
- c. Financial Proposal: Completed Price Schedule Form (Annex VI).

Failure to provide all the information required for submission of a Bid which does not substantially respond to the UNAIDS Bid Document in every respect shall be at the Bidder's risk and may result in a rejection of the Bid.

9. Bid Currency and Prices

All prices shall be quoted only in US dollars (USD). The Bidder shall indicate on the appropriate Price Schedule the prices for each and every variant of the services it will be requested to supply under the contract.

10. Validity of Bid

The proposal must be valid for at least 90 days. The prices of the proposal by the successful [selected] bidder(s) shall be valid for three years following the effective date of the SLA, as specified by UNAIDS. A proposal valid for a shorter period shall be rejected by UNAIDS on the grounds that it is non-responsive.

D. Submission of Bids

11. Partial Bids

Partial proposals are not allowed under this RFP. Individuals and institutions (i.e NGOs, corporations and associations) wishing to submit proposals can only do so for all languages.

12. Technical and Financial Bids

A Bid shall consist of two parts: the Technical and the Financial Proposal.

The Technical Proposal containing the provider profile, samples of works, competency of the service provider, etc and the Financial Proposal containing the price information shall be submitted **separately** and submitted in **two** envelopes **or** transmitted in **two** separate e-mails to the e-mail addresses designated by UNAIDS.

- The **Technical Proposal** shall be prepared in accordance with Annex VI: Technical Specifications of the Proposal.
- The **Financial Proposal** shall be prepared in accordance with Annex VII: Price Schedule of the Proposal.

Proposals shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The 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. Every page of the Proposals, including samples, dummies and documentation, Excel spread sheets etc. should be stamped, identified or marked with the name of the bidding company or individual.

13. **Sealing and Marking of Bids (hard copies)**

When submitting in hard copies, the Bidder shall prepare one set of the technical proposal and one set of the financial proposal, and sent by registered mail or by special courier service in a sealed envelope to:

Dr Joel Rehnstrom
Director, Financial Management and Accountability (FMA)
The Joint United Nations Programme on HIV/AIDS
20 Avenue Appia,
CH-1211 Geneva 27
Switzerland

The outer envelope must be sealed and clearly marked with the following:

**UNAIDS
REQUEST FOR PROPOSAL
(Multi-lingual web publishing services)
ONLY TO BE OPENED BY AUTHORISED UNAIDS PERSONNEL ON 17
May 2010, at 15.00 (Geneva time)**

The two inner envelopes must both be sealed and clearly marked with the following:

**UNAIDS
REQUEST FOR PROPOSAL
(Multi-lingual web publishing services)
Submission 1 of 2: "Service provider name, Technical Proposal"**

**UNAIDS
REQUEST FOR PROPOSAL
(Multi-lingual web publishing services)
Submission 2 of 2: "Service provider name, Financial Proposal"**

If the outer envelope is not sealed and/or marked as required, UNAIDS shall assume no responsibility for the Bid's misplacement or premature opening.

14. **Electronic Submissions**

Please note the following guidelines for **electronic submissions**:

Bidders shall make clear reference to the specific proposal in the subject field as instructed, otherwise proposals may be rejected. Clearly specify in the subject:

RFP UNAIDS
REQUEST FOR PROPOSAL
(Multi-lingual web publishing services)
company name and specify "Technical Proposal" or "Financial Proposal" in the subject field, i.e.

Submission 1 of 2: "**Service provider** name, Technical Proposal
Submission 2 of 2: "**Service provider** name, Financial proposal

The Technical Proposal and the Financial Proposal shall be submitted in separate e-mails to the following addresses. The Technical proposal must be sent to TechnicalBids@unaid.org and the financial proposal, **sent separately** to FinancialBids@unaid.org

Proposals received at the TechnicalBids@unaids.org or FinancialBids@unaids.org mailboxes are kept undisclosed and shall not be opened before the scheduled opening date.

E-mail submission shall not exceed **10 MB**. It is recommended that all the proposal documents are consolidated into as few attachments as possible which shall be in commonly used file formats. Where the **technical** details are in large electronic files, it is recommended that these shall be sent separately before the deadline.

It shall be the Bidder's responsibility to ensure that Proposals sent by e-mail are received by the deadline.

Bidders shall not receive responses to questions sent to TechnicalBids@unaids.org or FinancialBids@unaids.org since they are secure mailboxes.

15. Deadline for Submission of Proposal and Late Proposals

Bids must be delivered to the office or secure email address on or before the date and time specified in the covering letter of these Solicitation Documents.

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

Any Proposal received by UNAIDS after the Deadline for Submission of Proposals shall be rejected. UNAIDS shall not be legally responsible for Proposals that arrive late due to the Bidder's problems with transmission of Proposal submissions via e-mail and/or with the courier company.

16. Modification and Withdrawal of Bids

The Bidder may withdraw its Proposal after submission, provided that written notice of the withdrawal is received by UNAIDS prior to the deadline for submission. No Proposal may be modified after passing of the Deadline for Submission of Proposals. No Proposal may be withdrawn in the interval between the deadline for Submission of Proposals and the expiration of the period of the Proposal validity.

17. Storage of Bids

Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified Proposal opening date stated in the UNAIDS Proposal solicitation document. No responsibility shall be attached to UNAIDS for the premature opening of a proposal not properly addressed and identified.

E. Opening and Evaluation of proposals

18. Opening of Proposals

UNAIDS shall open all Proposals as follows:

There shall be two separate openings, the first for Technical Proposals and the second for the Financial Proposals.

Only those Proposals that have passed the technical threshold (see section F below) will have their Financial Proposals opened.

No Proposal shall be rejected at the opening session of the Technical proposal, except for late proposals or envelopes received unsealed.

Proposals that are not opened at the proposal opening shall not be considered further for evaluation, irrespective of the circumstances.

19. Clarification of Bids

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

20. Preliminary examination of Proposals

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

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

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

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

F. Award of Contract

21. Award Criteria

The Proposals are evaluated in a two-stage procedure where the Technical and Financial Proposals are evaluated separately. The Technical Proposals will be evaluated first and given a Total Technical Score based on the Evaluation Criteria (Annex III).

The Technical Proposal will be evaluated on the basis of its responsiveness to the Statement of Work (Annex II), the samples provided and the fullness and appropriateness of the responses to the Technical Proposal Form (Annex V).

UNAIDS shall reject at this stage any bidder who does not achieve a Total Technical Score of 70 points or more out of a maximum possible of 100 points. The Financial Proposal of Bidders scoring less than 70 points out of 100 will not be opened for consideration.

Financial Proposals opened will be ranked in order from lowest to highest cost. The schedules of the Financial Proposals will determine estimate annual contract value, as well as estimate contract value for 3 years. The bidder with the lowest estimate cost for 3 years will be given 50 points. Bidders with higher estimate costs will be scored according to the following formula:

Actual Points= 50 x Estimate Cost of Lowest Bid/Estimate Cost of Actual Bid

The preliminary recommendation for award of the Contract will then be made to the Bidder who obtains the highest combined score (Technical and Financial).

UNAIDS reserves the right to enter into contract price negotiations with one or more bidders that have not been eliminated during the evaluation process. A final recommendation for award will be made subsequent to such negotiations (if any).

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

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

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

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

22. Right to Vary Requirements at Time of Award

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

23. Signing of the contract

The Buyer shall send the successful Bidder a contract letter, which constitutes the Notification of Award. The successful Bidder shall sign and date the contract letter, and return it to UNAIDS within 5 days of receipt of the contract. After receipt of the contract letter, the successful Bidder shall deliver the services in accordance with the provisions of SLA, and the Publishing Requests which will be sent for each and every requirement to be carried out under this contract.

ANNEX II: Statement Of Work

1. UNAIDS, the Joint United Nations Programme on HIV/AIDS

UNAIDS, the Joint United Nations Programme on HIV/AIDS, is an innovative joint venture of the United Nations family that brings together the efforts and resources of ten UN system organizations in the AIDS response to help the world prevent new HIV infections, care for people living with HIV and mitigate the impact of the epidemic.

Headquartered in Geneva, Switzerland, the UNAIDS Secretariat works on the ground in more than 80 countries worldwide. Coherent actions on AIDS by the UN system is coordinated in countries through the UN theme groups and the joint programs on AIDS. Cosponsors include UNHCR, UNICEF, WFP, UNDP, UNFPA, UNODC, ILO, UNESCO, WHO and the World Bank. UNAIDS helps mount and support an expanded response to AIDS - one that engages the efforts of many sectors and partners from government and civil society.

The UNAIDS Secretariat has approximately 1000 staff members worldwide. The Geneva headquarters is home to 350 of these staff members, with the remainder being spread over seven Regional Support Teams (RSTs) and over 85 Country Offices (COs).

2. Background and justification

UNAIDS has an important role in disseminating appropriate information in the programme countries in a timely manner. Providing quality and reactive information in four languages – English, French, Russian and Spanish – through web media, ranging from advocacy documents to epidemiological data about HIV, is central to the work of UNAIDS.

UNAIDS is faced with the key issue of managing both translation and technical skills related to current web publishing tools. The sensitive and political nature of the information, which the UNAIDS website deals with, requires high reactivity and reliable service as a mandatory component of Web publishing strategy. Service providers are requested to respond to strategic and significant requests for modifications and updates.

3. Objective of the RFP

This RFP follows a preliminary cost-benefit analysis that has been highlighting the potential benefits of outsourcing options for UNAIDS web publishing functions in terms of:

The general objective of outsourcing activities relies on keeping the profiles of team members furnished with high added value tasks (i.e. management skills) and outsourcing those that have less added value (i.e. data entry and administrative functions). In this sense, a recent feasibility study advocated the outsourcing of web publishing tasks currently undertaken by 3 UNAIDS web platform officers. In order to reduce risks and facilitate coordination activities, study recommended collaborating with a partner whom has easy access to UNAIDS Geneva based headquarters (nearshoring).

- effectiveness (i.e. extended services hours, flexibility to meet changing demand and peak periods, etc),
- improve quality assurance (i.e. monitoring dashboard, etc),
- potential significant costs reductions.

The objective of this RFP (Request for Proposal) is to validate these preliminary findings by looking for institutions or individuals to carry out the following primary functions for up to a 3 year period (2010-2013):

- (1) Multilingual web publishing (in English, French, Spanish and Russian) using the specific Content Management System (CMS) in use by UNAIDS,

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- (2) Quality assurance, proof-reading and error-correcting translated web pages and stories,
 - (3) Reporting activities related to Web publishing through out dashboards.

The above functions are currently performed by the UNAIDS Web Publishing Officers.

4. UNAIDS Website

The UNAIDS web presence is hosted on multiple domains. The official UNAIDS web site, www.unaids.org, contains around 7000 web pages in four languages: English, French, Spanish and Russian. **An average of 10 feature stories and press-releases are published each week on the web site.**

The UNAIDS web presence is maintained jointly by the Communications Team (content), Administrative Services Team (publishing) and the Technology Services Division (technical support).

The Communications Team is responsible for developing and approving all English content for the web site. Web content officers write the articles that are published on the web site, find suitable photos or images for the article, identify related links and define where the article should be located on the site. The Communications Team has editorial control over what is published and when it is published.

The Web Publishing team is responsible for publishing the content on the web site. Using the CMS, web platform officers create pages according to the specifications of the Communications Team, format the text and links according to the style guidelines, insert the necessary photos and links, enter the appropriate keywords, and publish the page after a quality check.

The Technology Services Division provides technical support regarding the CMS tool. They are responsible for updating and modifying CMS templates when needed. The Information Management and Technology team is also managing the local or external access to the CMS.

4.1 Example of workload

For bidders' information, below are key figures of UNAIDS web pages creation and major edits in English for 2009, these pages are to be replicated in the other official languages:

Total pages created & modified		
	Total ¹	FS&PR ²
December	55	31
November	77	36
October	43	22
September	46	25
August	25	23
July	49	27
June	46	24
May	43	31
April	58	26
March	53	35
February	30	19

¹ Totals: the number of pages created or that had a major modification in that month.

² FS (Feature Story) & PR (Press Release) – those new pages created with a 1hour/24 hours turn-around-time.

January	11	10
Total 2009	536	309
/month	45	26

Bidders are asked to base their offer on a similar workload.

4.2 Target audience for the UNAIDS web site

The UNAIDS web site hosts a broad range of news stories, analysis, event coverage, policy announcements and multimedia on the HIV epidemic and AIDS response produced by UNAIDS, its cosponsoring organizations, governments and civil society partners.

The target audiences of the UNAIDS web site include government officials and policy-makers, civil society, researchers, media, advocates, community members, practitioners and researchers.

The broad nature of the audience and the sensitiveness of HIV related information represent a challenge for UNAIDS' Website. Therefore, quality assurance and proof reading are important aspects of the requested services.

4.3 Content management system (CMS) in use for web publishing

At present, the main UNAIDS web site is managed using Microsoft Content Management Server 2002. It is being replaced by a new CMS from Terminal Four (<http://www.terminalfour.com>). The new CMS will most likely become operational by June/July 2010 and bidders are expected to prepare their offer based on this tool.

4.4 IT infrastructure at UNAIDS HQ

The Internet access for headquarters consists of redundant 100 mbps links to two separate internet service providers (ISPs); the links are shared between WHO and UNAIDS. The actual management and support of the internet links is provided by the WHO Information Technology and Telecommunications (ITT) department.

5. Tasks to be performed

Bidders are requested to send proposals for the following scopes of services:

- Mandatory: Web-publishing, proof-reading, quality assurance and reporting services;
- Additional: Translation services of web content in addition to mandatory scope of service above. **Note:** The additional services (translation) are not part of this stage of the request for proposal. Companies and/or individuals that rank the highest after the combined technical and financial evaluation will be invited to negotiations with UNAIDS to potentially add translation activities to the scope of work within the resultant contract.

At this stage, bidders are asked to submit proposals for the mandatory services and indicate their willingness to add translation services to the final scope of the contract. UNAIDS has recently awarded Long Term Agreements for translation services to a number of service providers (used also for print publishing) where service levels and rates are well defined.

In the case where a bidder already has capacity of his own to do certified translation work, s/he is invited to present this technical capacity in a separate chapter to the technical proposal. Translators will have to meet the same standards as those required by the personnel under UNAIDS' LTAs.

The objective of adding translation services is to reduce inhouse coordination needs for web publishing activities. Whether it will actually be added to the future contract depends on the

rates and/or overheads that are offered (note: at this stage you shall not include this information in your proposal).

Whether you would be dependent on UNAIDS' pool of translators, or already have such capacity, you are requested to provide a section in your technical proposal that describes how this would be handled in the CMS and other reporting tools (see 5.1.3 below).

5.1 Mandatory scope of service

5.1.1 Web-publishing services

Various web-publishing and editing tasks are expected to be accomplished through the use of UNAIDS CMS Tool "Terminal4 Site Manager"³. These tasks include publishing and editing English, French, Spanish and Russian versions into the CMS.

- Publishing and editing (including resizing of photos and profiling/meta-tagging the documents) into the CMS, multimedia and document assets⁴ that is provided by UNAIDS such as pdf, word, excel documents, pictures; videos; podcasts; embed codes; maps; etc.
- Publish and editing into the CMS, attached to correspondent versions, relevant links that are provided by UNAIDS, including inside UNAIDS website weblinks; UNAIDS donators and partners website weblinks; external websites weblinks.
- Implementing content revision/modifications required by UNAIDS units taking into consideration that changes can happen prior to and after effective publication of Web Pages;

5.1.2 Proof-reading and quality assurance services

Proof-reading and quality assurance tasks have to be understood as follows:

- Revising translated web-pages and bringing corrections to misspelling, grammar and unclear sentences;
- Re-reading entire web-pages to be published;
- Tracking for errors, mistakes and general quality of whole web-page, in accordance with web-publishing best practices.
- Checking compliance of web-pages to be published with UNAIDS terminology;
- Posting web-pages on UNAIDS Website when all content is checked. If the content is OK, the service provider will proceed to publish, if there are changes, the service provider will seek UNAIDS' clearance before publication;
- Sending a notification to UNAIDS that web-page has been published.

5.1.3 Reporting services

As part of web-publishing, proof-reading and quality-assurance services - reporting services have to be included in the proposals. Reporting services have to be understood as providing to UNAIDS Web Publishing Manager standardized dashboards, tracking and other reporting tools of activity, including:

³ See more informations about Terminal 4 Site Manager at: <http://www.terminalfour.com>

⁴ Multimedia and document assets will be provided through an asset management database included in the Terminal 4 CMS tool

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- Online dashboard of web-publishing tasks (waiting [with translator] / pending [with publishing service provider] / carried out);
 - Online dashboard of changes requested by UNAIDS Web Publishing Manager (waiting [with translator] / pending [with publishing service provider] / carried out);
 - Weekly reporting of activity, including, but not limited to Average Speed to Publish (ASP) and Turn Around Time.

The list of reporting tools must include the above tools, but bidders can propose alternatives or complimentary documents.

6. Requirements, including time constraints

6.1 Contract Governance

Bidders should propose external coordination workflows (UNAIDS / Service provider) and internal workflows (Service provider's team), which would enable the web-publishing tasks to be the most reactive possible.

UNAIDS requires a single point of contact, or project manager, when communicating with the service provider. The objective is to minimize coordination processes, maximize clarity of collaboration and ensure the accountability of service received. The main roles of the service provider's project manager consist of supervising, planning, managing, coaching and coordinating the dedicated team responsible for UNAIDS publications. He or she will also be held responsible for quality management and the level of performance in compliance with the SLA.

UNAIDS' Web Publishing Manager will be in charge of contacts and coordination processes with the service provider's project manager. For bidders' information, below are elements of the Web Publishing Manager's mission in coordinating and managing web publishing tasks for UNAIDS:

- To coordinate communication and relationship with service provider;
- Responsibility to put in place quality assurance mechanisms in web publishing tasks in all 4 languages;
- Managing services received by external partner and following up dashboards.

Practical aspects in implementation of the contract are as follows :

- Content is handed over from one party to the next via email or through a web link ; depending on situation through the shortest possible route
- Progress tracking must always be available to all parties - through the use of dashboards (Bidders' side) or help desk work order system (UNAIDS Help Desk)
- Automatic alerts and notifications will need to be part of the workflow - for all actions requested, pending and executed
- Minimize work dependencies and organization's layers to the extent possible to reduce delays

6.2 Level of service required

Given that the UNAIDS global web site is one of the primary outreach tools of the Secretariat and its Executive Director, the quality and timeliness of service cannot be compromised.

6.2.1 Specific needs and requirements

As UNAIDS moves to a more streamlined publishing process, bidders should take into account the following requirements:

6.2.1.1 Service availability:

The service provider will conduct activities during the core hours 9 am - 6 pm from Monday to Friday, based on Geneva, Switzerland time. Additionally, given to the sensitive nature of information proposed on the UNAIDS website, requests for modifications to the provider could happen outside of these working hours, the service provider must be available to work between 6 am – 9 am and 6 pm – 9 pm on weekdays, as well as 8 am – 6 pm on Saturdays, Sundays and public holidays in Geneva. It should be noted that these outside of regular working hours tasks are infrequent and when they do occur, the need is usually known well in advance.

Bidders may propose different rates for requests to be performed in those extra time schedule.

6.2.1.2 Turnaround times and priority categories

- A standard English publishing request must be executed within four (4) hours.
- A high priority English publishing request must be published within one (1) hour after the service provider receives special notification directly from UNAIDS requesting department. (If the bidder finds the one-hour requirement unrealistic, s/he must explain the constraints applying and make alternate proposal.)

Multilanguage requests (SP / FR / RU):

- A **standard** web publishing request must be proof-read and executed within twenty four (24) hours (after translation is completed).
- A **high** priority publishing request must be proof-read and executed within two (2) hours,

6.2.1.3 Change Requests

Feature story content is extremely dynamic and can contain politically sensitive content requiring a thoroughness and flexibility from the Web publishers (and translators, if also provided by bidders).

- A feature story may have up to 3 revisions, though in exceptional cases there may be additional revisions.
- Modifications can come during off hours,
- Photographs and captions often come after the feature story, as they may be taken at an event,
- The order in which a series of feature stories should be published may change with late notice as breaking news priorities change,
- On occasion, a second language of a feature story is of equal importance to the English language. These cases are always flagged in advance.

6.3 Hybrid system: nearshore/offshore

Companies and NGO bidders can propose an hybrid system mixing nearshoring and offshoring. This means that if teams performing web-publishing tasks are offshored (located outside Geneva), it is mandatory that the service provider's project manager have easy access to Geneva site (nearshored). This practice aims to make communication and coordination with UNAIDS Web Publishing Manager as easy as possible.

If web-publishing teams are offshored, time difference should be transparent for UNAIDS. That is to say that tasks required are expected to be performed on UNAIDS headquarter (Geneva, Switzerland) time reference.

Please note that offshored web publishing team must have secure, reliable and high speed internet connection in order to provide the same quality of service as if the team would be located in Geneva.

Publishing time frames also apply to individual bidders.

6.4 Service Level Agreement

The SLA to be put into place between the UNAIDS Secretariat and the service provider aims to establish a common understanding of the services requested and the responsibilities of each party involved. The document also acts as a tool for performance measurement by setting standards and indicators and also defining reasons for termination of the agreement in the case of non-performance.

Finally, specific guidelines and the proper vocabulary to be used is also to be defined in the SLA. The document will specify a targeted publishing time frame and a maximum delay under which content should be published. Tools such as dashboards, including indicators such as publishing time or identified errors, will allow UNAIDS Secretariat to control the quality of the service received and improve situations if needed. Here are examples of some of these indicators:

- **ASP (Average Speed to Publish):** Average time (minutes) it takes for content to be entered in the CMS and published on the UNAIDS' Website,
- **TSF (Time Service Factor):** Percentage of publishing tasks realized within a defined timeframe. For example: 90% of pages are created under 60 minutes,
- **TAT (Turn Around Time):** Time taken to complete a specific publishing tasks. This indicator could be used to measure uncommon tasks such as video resizing.

Bidders are required to use standardized dashboards and welcome to propose other indicators that they deem relevant.

In the case of non-compliance with the SLA, UNAIDS will be allow to impose penalties or terminate the contract if targets are regularly missed. Penalties related to non-performance of service will be defined in the Service Level Agreement (SLA).

6.5 Training and knowledge transfer period

6.5.1 Training

The training phase aims to transfer knowledge from current UNAIDS staff to the service provider resources in order to ensure a smooth and adequate transition. Training should include three (3) phases: UNAIDS technical environment, relevant publishing workflows and culture of the organization (including vocabulary, objectives, content main users, etc.). [At this point, service providers are encouraged to present processes involved in the recruitment and training of proposed personnel]

6.5.2 Knowledge transfer

A period (3 months) of competency transfer, as defined in the SLA, will be required in the event that UNAIDS should decide to reverse the outsourcing process or change service providers. All relevant information will be made available by the Web publishing service provider. The proposal should include any costs related to giving access to resources and documents for competency transfer back to UNAIDS staff or to a different service provider.

7. Qualifications of the service provider

7.1 Functional requirements

For mandatory scope of service, functional requirements are:

- Strong knowledge and experience in using Content Management System (CMS) and other web publishing tools;

-
- Full proficiency of the mother tongue (French, Russian, Spanish) and excellent knowledge of English (university degree or higher);
 - Organizing skills and ability to draft reports of activity;
 - Good communication skills, analytical skills and ability to do research;
 - Adaptability and flexibility required to work under pressure and to meet short deadlines;
 - Specialized knowledge of HIV/AIDS is a strong asset;
 - Sensitivity to the cultural context and target audience;

For optional scope of service, including translation services, functional requirements should also include:

- Proficiency in methods and techniques specific to translation (post-graduate qualification in translation, applied linguistics or related field);
- Experience in doing translations for the UN system is an asset;

7.2 Accreditations

For the mandatory scope of service, required accreditations are:

- University degree in modern languages.

7.3 Previous experience

For mandatory scope of service, previous experience required is:

- Minimum 2 years of professional web-publishing/editing experience. Previous work in CMS environments, including integrated text editors (eg. Simple HTML, WYSIWYG, etc) and photo editing software, in an international context would be a strong asset;
- Technical knowledge of HIV/AIDS, preferably due to translation-related experience, will be a strong asset.

7.4 Status of bidder

7.4.1 Company, NGO, etc.

The service provider shall be an institution as defined above with relevant qualifications and professional experience.

7.4.2 Individuals

Individual bidders should be legally authorized to exercise an independent professional activity. Individuals should not be employed as staff in the UN system.

7.5 Time and workforce allocation of provider

7.5.1 Institutions

Institutions should propose a time management solution of their teams, for which UNAIDS will not be responsible in organizing web-publishers planning.

Given the level of irregularity of the workload related to web publishing tasks, reallocation of resources must be expected. These reallocations shall be done in order to provide a competitive cost for UNAIDS and a high level of reactivity. Therefore, bidders shall forecast

to reevaluate the size of teams dedicated to UNAIDS web-publishing tasks on a periodical basis or upon request.

In case of absences (sickness, vacations, etc.), the service provider will be responsible for replacing their staff in the most transparent way possible for UNAIDS. Bidders should also propose support and backup resources for services required.

7.5.2 Individuals

For the same above reasons, individual bidders should propose a flexible system in order to adapt to workload required by web-publishing tasks. As bidders for a 3-year period agreement, they should organize their own planning to respond to both expected and unexpected tasks. They will be briefed weekly on workload to be performed but also involved in responding to high volume in requests when required.

8. Expected timetable

STEP	TIMELINE
Receipt of bidders' proposals by UNAIDS	May 17, 2010
Initial screening; clarification meetings with qualified bidders, if required.	Weeks 1 & 2 after receipt of proposals
Complete evaluation	Week 3
Internal approvals	Weeks 4 - 7
Notify successful bidder(s)	Week 8
Finalize SLA	Weeks 8-9
Training and transition from in-house to outsourced services	Weeks 9 – 22 (3 months)

ANNEX III: Evaluation criteria

1.1 Technical Proposal (maximum 100 points)

The technical proposal will be evaluated based on the following main criteria and weights:

- a) General background of company/NGO/institution/individual (20 points)
- b) Methodology and understanding of requirements (60 points)
 - Flexibility (5)
 - reporting systems (5)
 - workload management and tracking (15)
 - multi-language capability and capacity (15)
 - proof-reading and QA system (15)
 - ability to handle urgent or unexpected requests (5)
- c) Proposed team (20 points)

Threshold to qualify for further consideration: 70 points

1.2 Financial proposal (maximum 50 points)

UNAIDS expects bidders to propose rates based on the volume of the task to be performed (see 4.1 for recent history) and not according to the time required for completing the tasks. Therefore, rates should be based on the following points:

- Priority of work to be performed (high/standard)
- Complexity of work to be performed, based on: Volume of text (typically, a document will not exceed 1.5 screens); as well as additional media to include in web-pages, such as pictures, videos, weblinks, etc.

Therefore, turnaround times mentioned in section 6.2.1.2 of Annex II have to be considered by bidders as performance indicators that will help UNAIDS to ensure quality and reactivity of provider, but not as a single metric for rates to be proposed.

Complexity levels will be evaluated as follows:

- High complexity level: the aggregate number of links (media, weblinks or other files) is 10 or higher (complex pages will rarely exceed 15 links).
- Simple complexity level: the aggregate number of links is below 10.

Your Price Proposal must be presented in accordance with the format given in Annex VI, including Excel price schedules, which you can download from UNAIDS RFP website (<http://www.unaids.org/en/AboutUNAIDS/RFP/default.asp>). The format takes into consideration priority, complexity and changes.

The estimate of annual costs will be used as the basis to calculate the points obtained by the respective bidders for the financial component of the proposal (Annex VI).

ANNEX IV: Proposal Submission Form

To: UNAIDS

Dear Sir / Madam,

The Undersigned, having read the Solicitation Documents of the Request for Proposal (Multi-lingual web publishing services), hereby offers to provide the desired services, in accordance with the specifications stated and subject to the Terms and Conditions set out in the document.

We agree to maintain our proposal valid for 90 days. Further, if awarded the contract, we agree to abide by this Proposal for a period of three years from the date fixed for opening of Proposal in the request for Proposal, and it shall remain binding upon us. [and may be accepted at any time before the expiration of that period.- No!]

We understand that you are not bound to accept any Proposal you may receive.

Dated this day of [year].

Authorized signature:

Name:

Title:

Company:

Postal Address

Telephone No.

Fax No.

E-mail address

Validity of Offer

ANNEX V: Technical Proposal Form

Service provider Profile and Technical and Operational Arrangements.

Your full service provider Profile should be supplied and you must provide detailed replies and supporting documentation to the following points, taking into due account the specific requirements of this contract outlined in the Statement Of Work (Annex II)

Provide a full and detailed service provider Profile.

Provide a statement of the length of time the service provider has been in business supplying the type of services requested.

Provide full details of your prior experience of handling projects for national and international organizations.

(For company) Provide a list of the Board of Directors, and the names, titles and professional experience of managers and staff that would become directly responsible for the various aspects of the Contract, if awarded.

Describe and provide details of any litigation or dispute concerning any regulatory body or process, recently or currently in progress.

(For company) Provide the overall financial situation of the Company together with a copy of the most recent audited financial statement.

Provide a detailed description of any similar Long Term Agreement or Preferred Supplier projects carried out by the service provider.

Detail your technical approach and methodology that you will deploy to the project in response to the Statement of Work.

Provide details that demonstrate your ability to execute and manage similar projects.

Provide details of relevant features about yourself or your company that would differentiate it from its competitors.

Experience in the area of HIV/AIDS; employment of people living with HIV/AIDS, etc

Provide a list of affiliates, partners and sub-contractors who would be involved in the execution of the Contract (if any). Description of qualification of the subcontractors and history of your experience working together.

Provide details of your track record and for client references furnish us with the names and contact details of three relevant clients who we could contact to give a reference to UNAIDS concerning their experience with you.

ANNEX VI: Financial Proposal, Price Schedule Form

Prices must be in USD and valid for three years and must take into account every requirement stated in the Statement of Work.

Your proposal must be presented following the below format (use the actual Excel file, Annex X):

English Price Matrix

Priority/ Complexity	Standard (publish in <4 hrs)	High (publish in <1 hr)
Simple (# of links and media embeds <10)		
High (# of links and media embeds >= 10)		

Price Matrix for other languages

Priority/ Complexity	Standard (publish in <24 hrs)	High (publish in <2 hr)
Simple (# of links and media embeds <10)		
High (# of links and media embeds >= 10)		

For languages other than English, there is a third dimension to the pricing matrix concerning text volume and proof-reading (proof-reading being included in the scope of work for non-English publishing). An average page published will have 700⁵ words. You should insert your price for proof-reading and publishing in the above table on that basis.

Price adjustment will be accepted if the word count exceeds 700 by at least 15%. In that case, the prices will be adjusted according to the following formula:

Adjusted Price = Price as per Table x Actual number of words/700

Price adjustment for publishing outside normal business hours:

As noted in 6.2.1.1 (Annex II), UNAIDS requires stand-by capacity outside the normal business hours. Bidders may quote different rates for work done during stand-by time. If the price differs from the standard table above, it should be expressed as a percentage surcharge (otherwise as “none”).

Surcharge, if any

Stand-by, 6 am – 9 am, weekdays: _____

Stand-by, 6 pm – 9 pm, weekdays: _____

Stand-by, 8 am – 6 pm, Sat/Sun/public holidays: _____

⁵ The most recent statistic, including the last 42 Feature Stories and Press Releases is 703 words/story

Changes/revisions:

As noted in 6.2.1.3 (Annex II), UNAIDS may require changes and amendments to pages already published. Bidders should quote a standard price for various types of changes, with additional surcharges (if any), for high priority and/or outside normal business hours.

Price (unit cost)/ Type of change	Standard Price	Surcharge (in %) for high priority	Surcharge (in %)		
			6-9 am	6-9 pm	Sat/Sun/Hol.
Text revision only					
Embed code (media)					
Web-links					
Daily Change, Homepage					

Other costs :

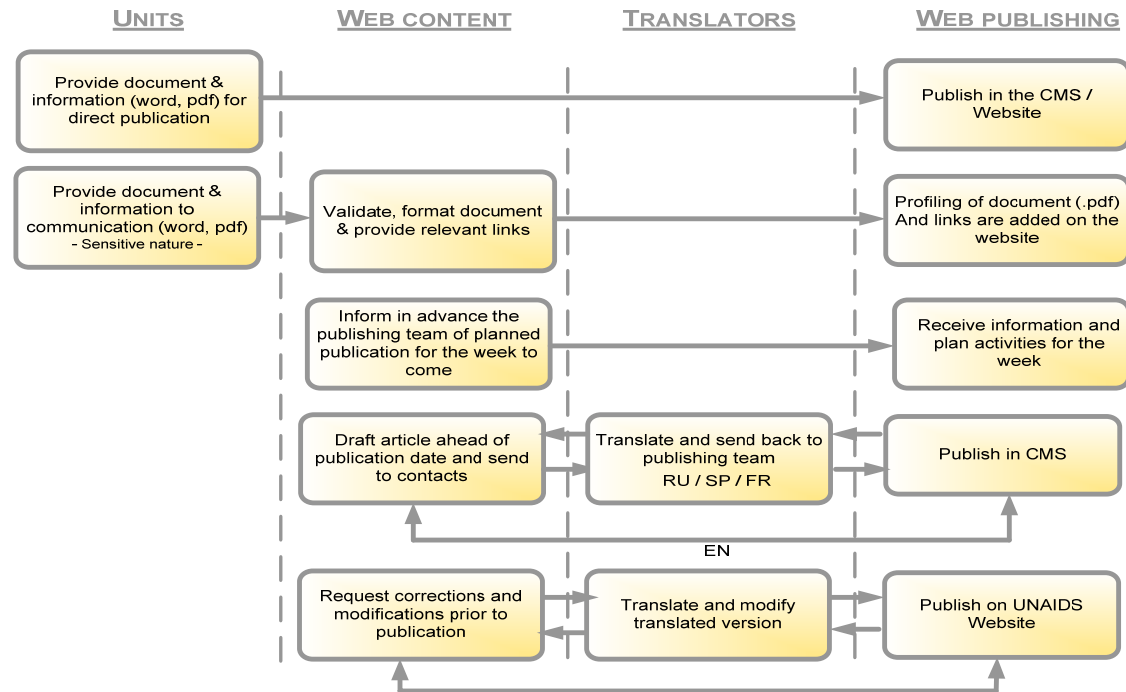
List any other cost elements, such as knowledge transfer (see 6.5.2 of Annex II).

For purposes of price comparison and evaluation, you are required to complete the Excel Price Schedules which can be downloaded from the UNAIDS web site (<http://www.unaids.org/en/AboutUNAIDS/RFP/default.asp>). Note that the file has two tabs.

Note that the indicative quantities differ between English and the three other languages (the total volumes are the same, but the need for priority publishing differs). The quantities are only indicative and solely for the purposes of determining estimate annual costs. They do not suggest any guaranteed level of activity/volume for the contract. If submitted by mail, include a memory stick or other media in the envelope for the Financial Proposal.

Annex VII: Current workflow

The following model represent the current publishing processes at UNAIDS. The service provider is expected to participate in the implementation of new publication processes over a 3 month period.



ANNEX VIII: Service Level Agreement (sample format)

Preamble

This SLA is made by and between (i) the Joint United Nations Programme on HIV/AIDS (UNAIDS), with its headquarters at 20, Avenue Appia, 1211 Geneva 27, Switzerland (hereinafter referred to as "UNAIDS"), and (ii) [name of contractor], a company incorporated under the laws of [country], and having a place of business at (hereinafter referred to as the "Contractor"). UNAIDS and the Contractor are each, individually, referred to as a "Party" and, together, as the "Parties".

WITNESSETH

WHEREAS, UNAIDS is a joint and co-sponsored Programme of ten co-sponsoring organizations, agencies, funds and programmes of the UN system,

WHEREAS, WHO is a co-sponsor of, and acts as the host agency for, UNAIDS, thereby providing the administration of UNAIDS, including its secretariat,

WHEREAS, UNAIDS has a requirement for the provision of multilingual web publishing services, quality assurance and reporting for UNAIDS Website,

WHEREAS, the Contractor has offered to provide such services which shall conform to the specifications and performance standards set out in this SLA, including all Schedules, Annexes and any other documents, as agreed between the Parties, pertaining hereto and any duly executed amendments thereto,

NOW, THEREFORE, in consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth, the Parties hereto agree as follows:

Definitions

Except where the context otherwise specifically requires, for the purposes of the SLA, capitalized terms shall have the meaning set forth below (the definitions to be applicable to both the singular and the plural forms of each term defined):

"Acceptance Criteria"

shall mean reasonable and objective criteria jointly established and agreed to in writing by UNAIDS and the Contractor describing the criteria for the completion and acceptance of the Statement of Work.

"Acceptance Form"

shall mean the formal document exchanged to confirm the acceptance of Deliverables with respect to the Acceptance Criteria as defined in a Statement of Work.

"Change Request"

shall mean a written request by one or both Parties to change a Statement of Work of an ongoing assignment with respect to time, scope, or quality as described in Article 6.

"Deliverable"

shall mean the specific and measurable outputs of the Contractor as specified in the Statement of Work.

"Documentation"

shall mean all of the documents, whether in print or electronic format defined in the Statements of Work as Deliverables.

"Effective Date"

shall mean the date this SLA has been signed by both Parties as specified in Article 2..

“Error”

shall mean a failure to meet the agreed Acceptance Criteria defined in the Statement of Work for each Deliverable.

“Final Acceptance Date”

shall mean the date on which UNAIDS’s acceptance or deemed acceptance of all the Deliverables as defined in a Statement of Work takes place.

“General Conditions”

shall mean the Terms and Conditions for the Provision of Services, as set out in Annex IX.

“SLA” and “SLA Documents”

shall mean this Agreement and its schedules and Annexes.

“Standard Services”

shall mean mandatory services requested by UNAIDS under this SLA and consisting of Web publishing services, quality assurance & reporting.

“Non-Standard Services”

shall mean optional services included under this SLA [in the case web content translation services & reporting of translation related activities are added to the scope of the agreement].

"Offshore" means services to be performed outside Switzerland.

"Nearshore" means services to be performed in the Geneva area, Switzerland.

“Project Manager”

shall mean the individual of each Party assigned to manage the day-to-day execution of this SLA with respect to time, quality and scope of the services.

“Publishing Request”

shall mean the document issued by UNAIDS for each individual publishing action it requires to be performed by the Contractor in accordance with the Statement of Work and the SLA. A Publishing Request is equivalent to a purchase order.

“Services”

shall mean all the activities performed by the Contractor, to or for the benefit of UNAIDS pursuant to the joint development of Project Plan and the Statement of Work.

“Standard Hardware and Software Licenses”

shall mean all computer equipment and software licenses as required to perform the services under this SLA.

“Statements of Work” or “SOW”

shall mean the document, including any Change Requests, agreed upon by the Parties during the term of the SLA describing the Services.

“Standard Working Hours”

Shall mean hours between 9am to 6pm (Swiss time) Monday to Friday, excluding public holidays in the place(s) of performance of the services under this SLA .

Article 1 SLA Documents

The SLA Documents constitute the entire SLA between UNAIDS and the Contractor for UNAIDS's purchase of the Services.

The annexes to this SLA are as follows:

General Conditions (currently Annex IX of the RFP)

Except as may otherwise be specifically provided in this SLA, in the event of any inconsistencies, conflicts, or discrepancies between or among the SLA Documents, the SLA shall be interpreted on the basis of the following order of priority amongst the SLA Documents:

The Schedules to this Document are:

- Schedule 1. SOW
- Schedule 2: Publishing Request (PR) template
- Schedule 3: Outline of procedures manual

This SLA may be shared with other Organisations of the United Nations or its specialised Agencies, with the exceptions of Article 21 (Rates), and Article 23 (Additional Costs), unless the prior consent of the Contractor for disclosure of the abovementioned Articles is obtained.

Article 2 Effective Date and Term:

The SLA shall become effective as and from the last date of signature of this SLA by the Parties (hereinafter referred to as "the Effective Date").

The term of the SLA shall be 1 year, renewable for up to 2 one-year extensions.

Article 3 Project Manager

As soon as practicable following the Effective Date, UNAIDS and the Contractor will each appoint a Project Manager, who shall have the authority to represent UNAIDS and the Contractor, respectively, in connection with all aspects of this SLA.

The Contractor and UNAIDS, as the case may be, will provide each other with 30 Days' notice where practicable before replacing a Project Manager, unless the Project Manager:

- resigns from employment;
- is dismissed by his employer;
- fails, as determined in the employer's absolute discretion, to perform his obligations; or
- is unable to work.

Article 4 Statement of Work

The services to be performed under this SLA will be described in detail in the Statement of Work ("SOWs") and may include, but are not limited to, various web publishing and editing tasks, proof reading and quality assurance services. Optional services may include, but are not limited to, translation of Web content.

The Publishing Requests will be issued on the basis of the template contained in Schedule 2. It will outline the specific publishing task and will stipulate the price in accordance with the table of rates and surcharges as described in Article 21.

A Publishing Request will become effective after the Contractor confirms receipt and agrees that the price calculation is correct. Since time is of the essence, the Contractor will confirm promptly by e-mail to the requestor. If the Contractor disagrees with the price stipulation s/he shall immediately identify any discrepancy with the stipulations of Article 21.

Article 5 Reports

The Contractor shall provide service level status and performance reports with respect to the Services, (the "Status Reports") as set forth in the Statement of Work, section 3.1.3. The Parties will agree upon the timing of delivery of such periodic reports.

Article 6 Change Control Procedure

UNAIDS or the Contractor may at any time request a change to the Statement of Work (a "Change Request" or "CR") subject to the following change control procedures.

A CR will describe, in a reasonable level of detail, the change, the rationale for the change and the impact the change may have both if accepted or rejected.

Upon UNAIDS raising a CR, the Contractor shall inform UNAIDS, in writing within 15 days, of the feasibility of the request, its consequences for the SOW, particularly with regard to the price and agreed deadlines, and any other known consequences expected to be of interest to UNAIDS.

Once the signed written authorization to change has been issued, the Contractor will implement the change as soon as reasonably practical, or as otherwise agreed.

Article 7 Changes to Project Governance

The provisions of Article 3 to Article 6 above may be amended or supplemented by other documentation and/or processes agreed by the Parties from time to time, particularly concerning day to day operational details and governance.

Article 8 Fulfillment of Warranty Obligations

The Contractor warrants that the work performed under this SLA will be in accordance with the stipulations of the SOW. If any Error is discovered in a Deliverable, UNAIDS shall advise the Contractor and the Contractor shall, as promptly as possible, correct the Deliverable at no additional cost to UNAIDS.

Article 9 Notices

Whenever under this SLA a Party is required or desires to give notice (other than project communications between the Project Managers) to the other, such notice shall be in writing and shall either be delivered by hand and acknowledged by the receiving Party upon receipt or sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

In the case of UNAIDS, to:

UNAIDS,
Avenue Appia 20,
CH-1211 Geneve 27
Switzerland
Attention: [name of UNAIDS project manager]

In the case of the Contractor, to:

XXXXX
Attention: xxxxxxxxxxxx

Article 10 Consent to Breach Not Waiver

No terms or provisions of this SLA shall be deemed waived and no breach excused, unless such waiver or excuse is in writing and signed by the competent representative of the Party granting the waiver or presenting excuse. No consent to, or excuse or waiver of, a breach of this SLA shall constitute a consent to, or excuse or waiver of, any other subsequent breach.

Article 11 Severability

If any provision of this SLA is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

Article 12 Application Services Delivery Processes

The Parties will adopt well-defined processes for the delivery of Services for publishing, reporting, quality assurance, as well as for potential translation services. The Contractor will introduce and adopt specific techniques and tools in line with general best practices. Any exceptions to the above standard will be agreed between UNAIDS and the Contractor.

The Contractor will provide a set of standard procedures describing its operating procedures concerning the delivery of Services to UNAIDS pursuant to this SLA.

The Contractor will update the procedures on a regular basis, as appropriate, to include any additional process as required by UNAIDS.

UNAIDS may provide any specific tools and software required to meet the Standards and Guidelines of UNAIDS.

The Parties will provide resources with required skills and experience for the roles described. The final deployment of resources to roles is subject to the Statement of Work.

The outline of the Procedures is given in Schedule 3.

Article 13 Contractor's Personnel

All employees or other personnel made available by the Contractor to provide services or carry out any other obligations hereunder shall be deemed, for the purposes of this SLA, to be employees of the Contractor.

The Contractor shall be responsible for the professional, functional and technical competence of its employees, and will select reliable and competent individuals who will perform effectively in the implementation of the SLA.

The qualifications of any employee whom the Contractor may assign to provide services or carry out any other obligations under this SLA, in particular the team leads and the Contractor's Project Manager, shall be substantially the same, or better, than the qualifications of those employees specified in the Proposal.

Employees assigned by the Contractor to provide services or carry out any other obligation hereunder shall not be unreasonably withdrawn or replaced, especially in the case of its Project Manager and team leads. If the Contractor intends to make such withdrawal or replacement, the Contractor will provide UNAIDS with as much advance written notice as possible of such intent to withdraw or replace an employee assigned to minimize the impact on the services and in a manner that will not adversely affect or interrupt the performance of any services or other obligations under the Statement of Work.

In the case of resignation of an employee of the Contractor, the Contractor shall notify UNAIDS as soon as the resignation notice is received from such employee. In the case of an employee no longer being able to provide services or carry out any other obligation hereunder for a cause not within the Contractor's control, the Contractor shall notify UNAIDS as soon as possible following the occurrence of any such event and shall take immediate steps to replace such employee.

UNAIDS may, at any time, request in writing the withdrawal and replacement of any of the Contractor's employees performing any services or carrying out any obligations for reasons

of unacceptable conduct or for reasons of unacceptable performance. UNAIDS will provide reasons for such requests.

Any request by UNAIDS for withdrawal and replacement of any employee assigned by the Contractor to provide services or carry out any other obligation shall not be considered as termination, in whole or in part, of this SLA but the Contractor shall not be responsible for the impact such request may have on the affected project.

The Contractor's employees shall not introduce or install any software, tools or utilities whatsoever, including but not limited to, codes, commands or instructions that may be used to access, alter, delete, damage or disable any of UNAIDS computer equipment without the prior approval of the UNAIDS Project Manager. Neither shall they under any circumstances connect their own computers to the UNAIDS computer network. Nor shall they introduce any magnetic or optical information technology storage media into UNAIDS computer equipment, or download any program or file whatsoever from the Internet into UNAIDS computer equipment, unless such actions are routine or authorized information technology management and maintenance procedures, using files or media from a known and approved source such as the official providers of application, database or utility software, or such actions have been expressly approved by the UNAIDS Project Manager.

Article 14 Call-off Process

As a general principle the Parties agree that the Services may be resourced by the Contractor using offshore personnel except for any parts of the Services that require coordination activities with direct contact with UNAIDS personnel, which shall be resourced using personnel with relative easy access to UNAIDS Geneva based Headquarters.

Article 15 Knowledge Transfer

At the end of legal duration of the SLA, if services are not renewed between UNAIDS and Contractor, both parties agree that Contractor will have to transfer knowledge to a new services provider (third party) or UNAIDS staff members for the scope of service defined in this Service Level Agreement.

Both parties agree that at termination of the SLA, Contractor will restore to UNAIDS all documentation and data collected through provision of services.

Both parties also agree that at termination of the SLA, Contractor will be responsible for knowledge transfer to potential new services provider to be completed as soon as possible and within a 3 month period.

Article 16 Delivery Center Infrastructure

The Contractor shall provide to the extent necessary for the Services required to be performed the IT platform and tools at its facilities.

UNAIDS shall provide remote access to its web server in accordance with existing IT security restrictions.

UNAIDS shall only be responsible for the licenses for Terminal 4 CMS unless otherwise agreed in the Statement of Work.

Article 17 Network Connectivity

UNAIDS will ensure the network connectivity via Internet VPN between the Contractor's facilities and UNAIDS network as defined in the Statement of Work. The appropriate lead time necessary to establish the connectivity will be taken into consideration in the Statement of Work.

Article 18 Security Policies

The Contractor shall comply with UNAIDS's IT security policies and regulations, as amended and updated from time to time. The version in effect at the date of the project shall be attached to the Statement of Work.

Article 19 Access Security Controls

The Contractor shall install:

- adequate information security methods to guide consistent implementation of UNAIDS's IT security policies and regulations;
- effective control processes and documentation to consistently review access rights to system and data; and
- adequate access control to secure data privacy obligations.

Article 20 Charges

There will be several types of charges dependent on the nature of the Services depending of priority level (high vs low) & complexity of task (high vs standard). The type of charges applicable to each project will be jointly agreed upon and defined in Article 21.

Given to the sensitive nature of information proposed on the UNAIDS website, requests for modifications or publications may happen outside of Standard Working Hours. Therefore, Contractor might apply, if necessary, a different Price for non-Standard Working Hours.

Article 21 Rates

[Agreed upon rates matrices and schedule of surcharges (non-std. working hours, etc.) will be inserted here].

Article 22 Annual Adjustment of Rates

The rates listed in 22 will be maintained for 3 years and will not be subject to an annual inflation adjustment, or other adjustment during the time of the SLA.

Article 23 Additional Costs

The Contractor Rates do not include any costs (lump sum/schedule) for transfer of knowledge (Article 15). [to be expressed as a separate cost item in the financial proposal]

Article 24 Invoicing

Invoices will be submitted monthly in accordance with confirmed and executed Publishing Requests.

All payments made by UNAIDS to the Contractor shall be payable by UNAIDS in response to the Contractor's original invoice. Invoices shall be approved in accordance to UNAIDS internal procedures. Any questions related to the invoice may be directed to Contractor Project Manager or the official designated by him to verify that each such invoice is true and correct.

The Contractor's invoices shall contain the month of Services realization & the number of Deliverables (pages published and edited). The Contractor shall submit its invoices to:

UNAIDS
AST/ODD
20 Avenue Appia
1211 Geneva 27 - Switzerland

UNAIDS shall notify the Contractor in writing preferably within fifteen (15) working days but not more than twenty [20] working days following receipt of any of the Contractor's invoices if UNAIDS intends to dispute any such invoice or any portion thereof. Such notification shall include a brief explanation of the reasons why UNAIDS disputes the invoice. The Project

Manager shall consult in good faith to promptly resolve outstanding issues with respect to any such disputed invoice.

(vi) UNAIDS shall make full payment against the Contractor's invoice within thirty (30) days of the date of receipt of the invoice,

In the case of a dispute regarding only a portion of a Contractor's invoice, UNAIDS shall pay the Contractor the amount of the undisputed portion within thirty (30) days of the date of receipt thereof.

Once a dispute regarding an invoice or a portion thereof has been resolved, UNAIDS shall still be held to pay the Contractor within thirty (30) days of date of receipt of the invoice, or, immediately following the resolution of such dispute where more than thirty (30) days from the date of receipt has passed.

IN WITNESS WHEREOF, the Parties have, through their authorized representatives, subscribed to this SLA on the date herein below written.

Place, Date

Place, Date

[UNAIDS]:

[XXXXX]:

Name:
Title:

Name:
Title:

Schedule 1 – Statement of Work

The SOW will be in accordance with relevant sections of what is currently Annex II in the RFP – and as otherwise amended by the parties during the finalization of the contract.

Schedule 2 – Publishing Request

Will be a simple form that releases documentation from UNAIDS to the Contractor in order for the Contractor to proceed with an activity. Attached to the PR will be actual text, as well as information on multi media and other linkages that will be required.

The PR will determine where in the rates matrix the action belongs, and whether any of the surcharges defined would apply.

On this basis, the PR will define the actual price for the specific action.

The PR will be prepared in a standard e-mail format; urgent requests will in addition be brought to the attention of the Contractor by telephone.

Based on the PR, the Contractor shall commence the publishing action. S/he shall also confirm receipt of the PR. If the Contractor disagrees with the price stipulation of the PR s/he shall immediately notify the requestor and state the reasons for the disagreement with reference to the relevant section in the table of rates.

Schedule 3 – Outline of Procedures

At present the following procedures exist at UNAIDS

1. The translation and web publishing request is normally initiated by the Communications team for web stories and web pages.
2. The translation coordinator, sends the English text to the translators, including amendments. Sometimes some urgent text /last minute modifications arrive after close of business and the web platform officer in charge with the respective language could get in touch with the translator and send the request, copying the translation coordinator.
3. On very few occasions, the web platform team also initiates for short text that is added after the initial request, eg captions, titles, and new links in right hand column etc. Depending on urgency, they are either sent directly to the external translators or through resident translation coordinator.
4. Upon receipt of the translated materials, web platform officers check the followings for quality assurance BUT are not mandated to perform professional proof-reading and professional revising. Some examples for these quality checks are:
 - Glaring mistakes such as entire paragraph missing (may have to send back to the coordinator or translators)
 - Factual mistakes such as the wrong year, wrong acronym (revise on the spot at own discretion using UNAIDS standard glossary, preferred terminology or SDL Trados⁶ built translation memory in future)
5. If the text needs revision, it can be done in-house or returned for translation depending on the modifications involved. Web Platform officers at their discretion makes the decision for each case based on urgency, practicality. They may route directly to the translators or (if it is obvious that important revision is implied) to the translation coordinator.

⁶ Computer Assisted Translation (CAT) technology tool from SDL TRADOS.

Under this RFP, the following additional procedures are required to be in place.

Quality Management

The Quality Management process supports the delivery of products and Services by providing the Project Managers and team with appropriate visibility into, and feedback on, processes and associated Deliverables throughout the life of the project.

Problem and Incident Management

The goal of Problem and Incident Management is to minimize the adverse impact of incidents and problems on the business that is caused by errors, and to prevent recurrence of incidents related to these errors. In order to achieve this goal, Problem Management seeks to get to the root cause of incidents and then initiate actions to improve or correct the situation.

Transition Management

The goal of this procedure is to define the processes to transition to the new web publishing environment and responsibility to the Contractor from UNAIDS. This ensures that there is effective and efficient knowledge transfer from the team currently publishing to the team that is going to publish at the end of the transition phase.

ANNEX IX: UNAIDS General Terms and Conditions (for companies/Institutions)

The general terms and conditions of the contractual agreement ("the Contract") between UNAIDS and the selected bidder ("the Contractor") will include provisions as set forth in this section, and will cover the following issues:

- responsibilities, indemnities and liabilities of the Contractor(s) and UNAIDS;
- conditions concerning the termination of the contract(s);
- clear deliverables and acceptance procedures;
- payment terms tied to the satisfactory completion of the work;
- training and post implementation support;
- allowance for changes;
- warranties and representations;
- notices.

Services under this Contract will be supplied on a maximum-price basis in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice.

1 Responsibility

The Contractor will be responsible to ensure that the services rendered under the Contract are in accordance with the specifications and within the time prescribed.

2 Source of Instructions

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

3 Warranties

The Contractor will warrant and represent to UNAIDS as follows:

- 1) The deliverables shall meet the specifications. The Contractor furthermore warrants that the deliverables shall be error-free, in that 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 six months after completion of the work. It is agreed, however, that errors which have been caused by modifications to the deliverables made by UNAIDS without agreement of the Contractor are not covered by this paragraph.
- 2) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and be delivered to UNAIDS free and clear of any and all liens, claims, charges, security interest and any other encumbrances of any nature whatsoever.
- 4) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on the copyright of any document or other material (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 this Contract.
- 5) Except as otherwise explicitly provided in this Contract, the Contractor shall at all times provide all the necessary resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to UNAIDS, 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.

4 Legal Status

The Contractor shall be considered as having the legal status of an independent contractor and as such there will be no employer/employee relationship between UNAIDS on the one side and the Contractor or any person used by the Contractor on the other side.

Thus the Contractor shall be solely responsible for the manner in which the work is carried out. UNAIDS shall not be responsible for any loss, accident, damage or injury, including, but not limited to, damage to test equipment, spare parts and other property, 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 UNAIDS premises or not.

The Contractor shall obtain adequate insurance to cover such loss, accident, injury and damages, 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.

Nothing in or relating to the agreement with the Contractor shall be deemed a waiver of any of the privileges and immunities of UNAIDS 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.

5 Relation Between the Parties

The Contract does not constitute a partnership between the Parties or constitutes either Party as the agent of the other.

6 Waiver of Breach

The waiver by an act, omission or knowledge of either Party, its agents or its employees of any provision or breach of the contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

7 Liability

The Contractor hereby indemnifies and holds UNAIDS 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 UNAIDS 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.

8 Assignment

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

9 Officials not to Benefit

The Contractor warrants that no official of UNAIDS has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract. The Contractor also warrants that it is not and will not be involved in, or associated with, any entity involved in terrorism.

10 Indemnification

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNAIDS, its officials, agents, servants and employees from and against all suits, claims,

demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. (These obligations shall not lapse upon termination of the contract)

11 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 this Contract, reliable individuals UNAIDS will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

12 Subcontracting

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

13 Place of Performance

Tendering individuals or entities are requested to perform the services requested at their own place of residence and should bear the costs of electronic communications (Email) in order to carry the services offered.

14 Language

The internal communications of the work performed for this project, management and contractual communications for this project will be executed in English.

15 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 this 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 this Contract. (These obligations shall not lapse upon termination of the contract)

16 Confidential Nature of Documents and Information

All documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNAIDS.

The Contractor may not communicate at any time to any other person, Government or authority external to UNAIDS, any information known to it by reason of its association with UNAIDS which has not been made public except with the authorization of UNAIDS; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

17 Title Rights

- 1) UNAIDS will retain the copyright for to all documents published under this contract..
- 2) UNAIDS 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 UNAIDS's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist UNAIDS in securing such proprietary rights and transferring them to UNAIDS in compliance with the requirements of applicable law.

18 Cancellation

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

- 1) At will with the provision of thirty (30) days prior notice in writing;
- 2) 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
- 3) 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 of fulfillment, will not be respected.
- 4) In addition, UNAIDS shall be entitled to terminate the Contract (or part thereof), in writing, with immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided in the paragraph above, the Contractor is:
 - a. In breach of any of his 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 UNAIDS; or
 - b. Adjudicated bankrupt or formally seeks relief of his financial obligations.

19 Force Majeure

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by strike, lock-out, foreign or civil war, or any other event outside his control, it being agreed, however, that UNAIDS 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 deliver to UNAIDS all work products and other materials so far produced.

- a) Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

- b) 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 UNAIDS, 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 this Contract. The Contractor shall also notify UNAIDS of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this 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 Article, UNAIDS shall take such action as, in its sole discretion, it 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 this Contract.
- c) If the Contractor is rendered permanently unable, fully, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNAIDS shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in section 7.18 except that the period of notice shall be seven (7) days instead of thirty (30) days.

20. Use of UNAIDS name and emblem

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

21 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 and written approval of UNAIDS.

22 Payment

Payment will [only] be made against presentations of an invoice in a UN convertible currency (preferably US Dollars) for each deliverable and subject to UNAIDS acceptance of each such deliverable. Any payments by UNAIDS to the Contractor shall reflect any tax exemptions to which UNAIDS is entitled by reason of the immunity it enjoys. UNAIDS is exempt from all direct taxes, customs duties and the like and the Contractor shall consult with UNAIDS so as to avoid the imposition of such charges. As regards duties and other indirect taxes, the Contractor shall list such charges on invoices as a separate item and, to the extent required, cooperate with UNAIDS to enable reimbursement thereof.

23 Title to Equipment

Title to any equipment and supplies that may be furnished by UNAIDS shall rest with UNAIDS and any such equipment shall be returned to UNAIDS at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNAIDS, 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 UNAIDS for equipment determined to be damaged or degraded beyond normal wear and tear.

24 Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

The contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising or in connection with the provision of services under this contract.

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

25 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 absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

26 Observance of the Law

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

27 Authority to Modify

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNAIDS unless provided by an amendment to this Contract signed by the authorized official of UNAIDS.

28 Privileges and Immunities

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of UNAIDS 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.

PERSONNEL

1 Approval of Contractor Personnel

UNAIDS reserves the right to approve any employee, subcontractor or agent furnished by the Contractor. All of the Contractor's employees, subcontractors or agents performing work under this Agreement must have appropriate levels of experience and be adequately trained to perform the services. UNAIDS reserves the right to undertake an interview process as part of the approval of Contractor personnel.

The Contractor acknowledges that the skill and experience of the Contractor's personnel proposed to be assigned to the project are material elements in UNAIDS 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 thereafter be taken off the project by the Contractor, or reassigned by the Contractor to other duties involving comparable employment by the Contractor while the project is in progress and for so long as there has been no suspension. Circumstances may arise, however, which necessitate that personnel be substituted during the progress of work due to delays or due to promotions, termination, sickness, vacation or other similar material change in the employment circumstance of the employee, at which time a replacement of comparable background and experience may be substituted, subject to approval of UNAIDS.

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

2 Project Managers

[Please see SLA]

3 Foreign Nationals

UNAIDS reserves the right to request legally mandated Contractor-held documentation attesting to the same for each employee, agent or subcontractor of the Contractor assigned to work on the project. Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

4 Compliance with UNAIDS Policies

The Contractor shall at all times comply with and ensure that the Contractor and each of its subcontractors and their employees and agents comply with any applicable laws and regulations and any UNAIDS policies and all UNAIDS reasonable written direction 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 subcontractor or any of their employees or agents, of any laws, regulations, UNAIDS policies or of other UNAIDS reasonable written directions and procedures, the Contractor shall immediately notify UNAIDS of such violation. UNAIDS, in its sole discretion, shall determine the course of action to remedy such violation, in addition to any other remedy available to UNAIDS in law or equity or under this Agreement.

5 Ethical Behaviour

UNAIDS, the Contractor and each of the Contractor's subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of this Agreement.

6 Engagement of Third Parties and use of In-house Resources

The Contractor acknowledges that UNAIDS may elect to engage Third Parties to participate in or oversee certain aspects of the project and that UNAIDS 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 subcontractors and their employees and agents cooperate, in good faith, with such Third Parties and with any UNAIDS in-house resources.