REQUEST FOR QUOTATION
RFQ Nº UNFPA/TUR/RFQ/21/003

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following service:

“PROVISION OF GBV MOBILE APPLICATION DEVELOPMENT”

UNFPA requires the provision of a mobile application that will serve women (beneficiaries) and sector personnel (health, law enforcement, social services etc.). The application will host a knowledge base; allow emergency functions, provide information and guidance on violence against women.

This Request for Quotation is open to all legally constituted companies that can provide the requested services and have legal capacity to deliver in the country, or through an authorized representative.

I. About UNFPA

UNFPA, the United Nations Population Fund (UNFPA), is an international development agency that works to deliver a world where every pregnancy is wanted, every childbirth is safe and every young person’s potential is fulfilled.

UNFPA is the lead UN agency that expands the possibilities for women and young people to lead healthy sexual and reproductive lives. To read more about UNFPA, please go to: UNFPA about us

Service Requirements/Terms of Reference (ToR)

Objectives and scope of the Services

Background information:
The mobile application will be used by two groups: 1. women; and 2. service providers (working in health, law enforcement, social services sectors etc.) The application will: 1. host a knowledge base; 2. allow emergency functions; and 3. provide information and guidance on violence against women.

The mobile application will work on major platforms (Android and iOS) with an easy to use and accessible interface design. The application will include functions such as an emergency contact button; violence risk assessment and security plan features, listing and directions to nearest service delivery points and learning (please see Core Function Requirements in Annex 1 for details). Moreover, it will provide a role-specific knowledge base with offline support, in more than one language, including right to left (RTL) languages. The backend will be hosted on UNFPA’s Google Cloud Platform. The content should be able to be updated, added and deleted by the UNFPA. User login will be optional. User information should be maintained for future use and a reporting screen should be available. Maintenance and bug fixes for 12 months after project delivery is requested. All content and workflow will be provided by UNFPA and the firm should guide through the mobile-friendly content design.
Given the desire for the platform to be customizable for additional languages in future to the local context, customization within the platform shall focus on the look and feel of the mobile client as well as content which is specific to a local context, such as localization of Prevention messages.

Acronyms:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDN</td>
<td>Content Delivery Network</td>
</tr>
<tr>
<td>CMS</td>
<td>Content Management Systems</td>
</tr>
<tr>
<td>CR</td>
<td>Change Request</td>
</tr>
<tr>
<td>CO</td>
<td>UNFPA Country Office</td>
</tr>
<tr>
<td>DB</td>
<td>Data Base</td>
</tr>
<tr>
<td>GCP</td>
<td>Google Cloud Platform</td>
</tr>
<tr>
<td>ITSO</td>
<td>Information Technology Solutions Office</td>
</tr>
<tr>
<td>PM</td>
<td>Project Management</td>
</tr>
<tr>
<td>QA</td>
<td>Quality Assurance</td>
</tr>
<tr>
<td>QC</td>
<td>Quality Control</td>
</tr>
<tr>
<td>RFQ</td>
<td>Request For Quotation</td>
</tr>
<tr>
<td>SDLC</td>
<td>Software Development Life Cycle</td>
</tr>
<tr>
<td>TCO</td>
<td>Turkey Country Office</td>
</tr>
<tr>
<td>UI</td>
<td>User Interface</td>
</tr>
<tr>
<td>UNFPA</td>
<td>United Nations Population Fund</td>
</tr>
<tr>
<td>RBAC</td>
<td>Role Based Access Control</td>
</tr>
<tr>
<td>URD</td>
<td>User Requirements Document</td>
</tr>
<tr>
<td>UX</td>
<td>User Experience</td>
</tr>
</tbody>
</table>

**Development objective(s):**
Under this Scope of Services, UNFPA TCO has decided to outsource software developer labor for the development of components of the GBV Prevention App. Application UI/UX design and application flow will be provided by UNFPA in various digital design formats. The services consist of two parts:
• Development of the application in accordance with the requirements, UI/UX design and storyboard provided by UNFPA.
• Maintenance and bug-fixes for 12 months after project delivery is completed. This may include minor changes that will not exceed 5 hours per month.

Before commencing development of various modules, UNFPA shall provide the requirements, design, specification, architecture to the selected vendor. UNFPA TCO will develop a work plan in collaboration with the selected vendor based on an agile implementation methodology and acceptance criteria for work completion.

Required Profiles of the Project Development Team:
UNFPA expects the proposed applications’ development team to have following skills to deliver the outputs specified here:
• Experience in working on similar projects
• Experience in working on accessible applications
• Experience in being responsive to user needs

The selected Vendor shall deliver the specified number of developers capable of producing:
1. Implementation and making necessary changes on mockups of the UX/UI provided by UNFPA
2. Documentations for CMS and REST API.
3. Source code and system versioning with testing plan and documented testing cases.
4. Any user training material or support required for usage of the digital solution.

The specific profiles of roles required for this project are as follows:

<table>
<thead>
<tr>
<th>Role</th>
<th>Required Profiles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Development</td>
<td>• Android application development&lt;br&gt;• iOS application development&lt;br&gt;• Android Studio&lt;br&gt;• XCode&lt;br&gt;• Git Flow&lt;br&gt;• Documented/commented code development&lt;br&gt;• 5+ years of experience</td>
</tr>
<tr>
<td>Project Management</td>
<td>• Develop a project plan&lt;br&gt;• Ensure project stays on schedule and adheres to the deadlines.&lt;br&gt;• Manage deliverables according to the plan&lt;br&gt;• Lead and manage the project team&lt;br&gt;• Manage expectations and conduct communication with UNFPA&lt;br&gt;• 3+ years of experience</td>
</tr>
<tr>
<td>Quality Assurance</td>
<td>• Accessibility Tests&lt;br&gt;• Cross platform functionality&lt;br&gt;• Documentation of Content Management System (CMS)</td>
</tr>
<tr>
<td>Deliverable</td>
<td>Assigned Work</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------</td>
</tr>
<tr>
<td>1</td>
<td>The platform and components are available for alpha testing</td>
</tr>
<tr>
<td>2</td>
<td>The platform and components are available for beta testing</td>
</tr>
<tr>
<td>3</td>
<td>Apply further fixes required from this testing and make the final version ready</td>
</tr>
<tr>
<td>4</td>
<td>Maintenance and bug-fixes</td>
</tr>
</tbody>
</table>

**Outputs / Deliverable(s) and Timing / Schedule:**
Application development team shall provide software development services of the mobile application and client facing content delivery through accessible mobile application features. The work is expected to commence in February 2021 and UNFPA expects the work to be completed in no more than 8 weeks.
Refer to Annex 1 for detailed requirements and specification of the desired components.
Any changes or extension are subject to UNFPA’s approval and an amendment to the contract shall be issued accordingly. The developers will be expected to work full-time for the aforementioned duration through the development period up to, and until, components being worked on by specified developers are completed and within the scope of the agreed to work plan.

UNFPA requires that the vendor retains either the entire application team or a portion of this team for an addition period of 30 days from the day of the launch to provide post-go-live support to ensure that the application performs as expected and any unforeseen issues like bugs are resolved promptly.

The applications development team is expected to work from the facility to be provided by the vendor. UNFPA will not be providing any equipment or facility management related expenses.

Ownership of Deliverables:
UNFPA shall retain the intellectual property rights, ownership of all the codes/database design/content/related document/etc. and copyright for all deliverables.

Questions:
Questions or requests for further clarifications should be submitted in writing to the contact person below:

<table>
<thead>
<tr>
<th>Name of contact person at UNFPA:</th>
<th>Gökhan Özdemir</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email address of contact person:</td>
<td><a href="mailto:ozdemir@unfpa.org">ozdemir@unfpa.org</a></td>
</tr>
</tbody>
</table>

The deadline for submission of questions is **11/02/2021, 17:00, Istanbul time**. Questions will be answered in writing and shared with the parties as soon as possible after this deadline.

II. Instructions for submission:
Proposals should be prepared based on the guidelines set forth in Section III (Technical Evaluation section) below, along with a properly filled out and signed price quotation form. The quotes must reach the designated email inbox no later than **18/02/2021 at 17:00 Istanbul time**.

| Email address: | turkey.office@unfpa.org |

Vendors are to submit their financial quotation and technical proposal in separate PDF files to the email address above.

Financial quotation and General Conditions of Contracts: De Minimis Contracts (Annex II) must be stamped and signed by the bidding company’s relevant authority and submitted in PDF format.

Please note the following guidelines for electronic submissions:
● The following reference must be included in the email subject line: **RFQ Nº UNFPA/TUR/RFQ/21/003 – GBV App**. Proposals, including both technical and financial proposals, that do not contain the correct email subject line may be overlooked by the procurement officer and therefore not considered.
● The total email size may not exceed **20 MB (including email body, encoded attachments and headers)**. Where the technical details are in large electronic files, it is recommended that these be sent separately before the deadline.
Any quotation submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of any quotation by UNFPA. UNFPA is under no obligation to award a contract to any bidder as a result of this RFQ.

III. Overview of Evaluation Process:
The evaluation will be carried out in a two-step process by an ad-hoc evaluation panel. Technical proposals will be evaluated and scored first, prior to the evaluation and scoring of price quotations.

Price quotes will be evaluated only for bidders whose technical proposals achieve a minimum score of [70] points in the technical evaluation.

Technical Evaluation:
Technical proposals will be evaluated based on their responsiveness to the service requirements /TORs listed in Section II and in accordance with the evaluation criteria below.

The following documents are expected to be included in the technical proposals:

A. Proof of Experience (e.g. portfolio) in similar projects (e.g. multilingual, accessible web or mobile applications with content management)
B. Proof of development team with adequate staff (e.g. CVs)
C. Proof of competency in accessibility – sharing of sample code material
D. Suggested application architecture specifications

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<tbody>
<tr>
<td>A</td>
<td>Proof of experience: Prior experience in the delivery of a similar product (Brief descriptions/proofs of such projects are provided. e.g., any Multilingual accessible mobile application or web development with CMS project <strong>with RTL language support</strong>)</td>
<td>100</td>
<td>15%</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Proof of adequate team: The bidder has proposed staff who have the required skills and who are available to support the required profile described in Roles and Required Profiles Table. All of the profile</td>
<td>100</td>
<td>15%</td>
<td></td>
</tr>
</tbody>
</table>
requirements should be met by different individuals or by full stack developers/multi-role senior members. The information should be supported with the CVs of the proposed project team members.

<p>| | | | |</p>
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<thead>
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<tbody>
<tr>
<td>C</td>
<td>Proof of competency: Code review in GitHub of reference application/software or directly on website code or hands-on application test for accessibility features with Android Talkback or iOS Voiceover (As reference, previous projects should be added. If any sample projects from public Github repo urls can be added. If all projects are private, proof of accessible code can be added as a screenshot.)</td>
<td>100</td>
<td>40%</td>
</tr>
<tr>
<td>D</td>
<td>Suggested architecture: Suggested software architecture specifications (The suggested application architecture should explicitly be presented in detail. Mobile Application, Frontend, Backend, Server Side – Database, API Technologies should be named and shortly explained reason for selection)</td>
<td>100</td>
<td>30%</td>
</tr>
</tbody>
</table>

| Grand Total All Criteria | 00 points | 100% |

The following scoring scale will be used to ensure objective evaluation:
<table>
<thead>
<tr>
<th>Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted</th>
<th>Total Points out of 100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Significantly exceeds the requirements</td>
<td>90 – 100</td>
</tr>
<tr>
<td>Exceeds the requirements</td>
<td>80 – 89</td>
</tr>
<tr>
<td>Meets the requirements</td>
<td>70 – 79</td>
</tr>
<tr>
<td>Partially meets the requirements</td>
<td>1 – 69</td>
</tr>
<tr>
<td>Does not meet the requirements or no information provided to assess compliance with the requirements</td>
<td>0</td>
</tr>
</tbody>
</table>

### Financial Evaluation:
Price quotes will be evaluated only for bidders whose technical proposals achieve a minimum score of [70] points in the technical evaluation.

Price quotes will be evaluated based on their responsiveness to the price quote form. The maximum number of points for the price quote is 100, which will be allocated to the lowest total price provided in. All other price quotes will receive points in inverse proportion according to the following formula:

\[
\text{Financial score} = \frac{\text{Lowest quote} (\$)}{\text{Quote being scored} (\$)} \times 100 \text{ (Maximum score)}
\]

### Total score
The total score for each proposal will be the weighted sum of the technical score and the financial score. The maximum total score is 100 points.

\[
\text{Total score} = [70\%] \text{ Technical score} + [30\%] \text{ Financial score}
\]

### IV. Award Criteria
UNFPA shall award a contract to the high scoring company’s offer according to the calculation indicated under “Overview of Evaluation Process” chapter.

### V. Right to Vary Requirements at Time of Award
UNFPA reserves the right at the time of award of contract to increase or decrease by up to 20% the volume of services specified in this RFQ without any change in unit prices or other terms and conditions.

### VI. Payment Terms
UNFPA payment terms are net 30 days upon receipt of invoice and delivery of signed distribution list linked to payment as specified in the contract. Payments will be made as lump sum basis upon the successful completion of the service.

### VII. Fraud and Corruption
UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. UNFPA’s policy regarding fraud and corruption is available here: [Fraud Policy](#). Submission of a proposal implies that the Bidder is aware of this policy.
Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers.

A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at UNFPA Investigation Hotline.

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

IX. RFQ Protest
Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint to the UNFPA Head of the Business Unit Hassan Mohtashami at mohtashami@unfpa. Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief, Procurement Services Branch at procurement@unfpa.org.

X. Disclaimer
Should any of the links in this RFQ document be unavailable or inaccessible for any reason, bidders can contact the Procurement Officer in charge of the procurement to request for them to share a PDF version of such document(s).
**PRICE Quotation Form**

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of the quotation:</td>
<td><strong>Click here to enter a date.</strong></td>
</tr>
<tr>
<td>Request for quotation Nº:</td>
<td>UNFPA/TUR/RFQ/21/003</td>
</tr>
<tr>
<td>Currency of quotation:</td>
<td>USD</td>
</tr>
<tr>
<td>Delivery charges based on the following 2010 Incoterm:</td>
<td>N/A</td>
</tr>
<tr>
<td>Validity of quotation:</td>
<td><em>(The quotation must be valid for a period of at least 6 months after the submission deadline)</em></td>
</tr>
</tbody>
</table>

- Quoted rates must be **exclusive of all taxes**, since UNFPA is exempt from taxes.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Development of GBV Mobile App and 12-month maintenance and bug-fix support</td>
<td>$</td>
</tr>
</tbody>
</table>

**Vendor's Comments:**

I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed RFQ UNFPA/TUR/RFQ/21/003 including all annexes, amendments to the RFQ document (if applicable) and the responses provided by UNFPA on clarification questions from the prospective service providers. Further, the company accepts the General Conditions of Contract for UNFPA and we will abide by this quotation until it expires.

<table>
<thead>
<tr>
<th></th>
<th>Name and title</th>
<th>Date and place</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Click here to enter a date.</strong></td>
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</tbody>
</table>
ANNEX I:

Introduction

Document Purpose
This document provides a summary of the requirements for the GBV Prevention Knowledge Base mobile application.

Background
As a UN agency with a specific mandate, UNFPA will be designing a mobile application that will serve women (beneficiaries) and sector personnel (health, law enforcement, social services etc.). The application will host a knowledge base; allow emergency functions, provide information and guidance on violence against women. It is intended that the application has a disguise mode like a basic menstrual cycle tracking application or a calendar or any creative form that will prevent the user from possible GBV harm from their perpetrators.

UNFPA needs a mobile application which will work on major platforms (Android and iOS) with an easy to use and accessible interface design. The application will include functions such as an emergency contact button; needs assessment, listing and directions to nearest service delivery points, mapping and learning. Moreover, it will provide a role-specific knowledge base with offline support, in more than one language, including right to left (RTL) languages. The backend will be hosted on UNFPA’s Google Cloud Platform. The content should be able to be updated, added and deleted by the UNFPA. User login is optional. User information should be maintained for future use and a reporting screen should be available. Maintenance and bug-fixes for 12 months after project delivery is requested. All content and workflow will be provided by UNFPA and the firm should guide through the mobile-friendly content design.

Given the desire for the platform to be customizable for additional languages in future to the local context, customization within the platform shall focus on the look and feel of the mobile client as well as content which is specific to a local context, such as localization of Prevention messages.

Solution Overview
The solution shall provide a number of core functionalities that allow women to interact with prevention information and get service information and UNFPA’s access to views of the performance of the system both in terms of programmatic outcomes and performance of applications as well as configuration of components for the local context.
RFQ UNFPA/TUR/RFQ/21/003

Data Sources
- Prevention Standards
- Service Locations
- Performance logs

Data Acquisition

Data Management and Processing
- Software Repository
- Multilanguage LTR and RTL content

Communication and content delivery
- Android Phones
- iOS Phones

Core User Functions
- On-demand Content
- Service Locations
- Risk Assessment
- App Disguise

Output
- Usage Indicators
- System Performance

### Functional Area

<table>
<thead>
<tr>
<th>Functional Area</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Management and Services</td>
<td>The lifecycle of defining, acquiring, and classifying prevention content, prevention service, and system performance data.</td>
</tr>
<tr>
<td>Communication and Content Delivery</td>
<td>The services that deliver prevention content and service provider data to end users. Communication channels between system users.</td>
</tr>
<tr>
<td>Core User Functions and Services</td>
<td>The tools which allow users to access prevention content on demand with different visibility settings by age and user role</td>
</tr>
<tr>
<td>Monitoring an Evaluation</td>
<td>Provides a view of usage outcomes and performance of the system and system components.</td>
</tr>
<tr>
<td>External Functions</td>
<td>Repositories which store the source code and implementer contributions</td>
</tr>
</tbody>
</table>

### User Roles

The following is a list of expected user roles in the system:

<table>
<thead>
<tr>
<th>Role</th>
<th>Description</th>
<th>Interaction Point(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Women Mobile User</td>
<td>Women who are seeking to access prevention information and services</td>
<td>Mobile Application</td>
</tr>
<tr>
<td>Service Providers</td>
<td>Law enforcement, health personnel etc.</td>
<td>Mobile application</td>
</tr>
<tr>
<td>Role</td>
<td>Responsibilities</td>
<td>Interface</td>
</tr>
<tr>
<td>------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Content Creator</td>
<td>Responsible for creating and editing protection content</td>
<td>Web interface</td>
</tr>
<tr>
<td>Content Admin</td>
<td>Approves submitted content, manages classification and the creation and editing of content structure (classification, metadata and tagging)</td>
<td>Web interface</td>
</tr>
<tr>
<td>User Admin</td>
<td>Creates and edits user accounts for the web system</td>
<td>Web interface</td>
</tr>
<tr>
<td>Reporting Admin</td>
<td>Responsible for reviewing reports and application performance</td>
<td>Web Interface</td>
</tr>
<tr>
<td>System administrator</td>
<td>Responsible for maintenance and monitoring of the system</td>
<td>Web interface OS/Deployment platform</td>
</tr>
<tr>
<td>{System}</td>
<td>Machine operations within the system</td>
<td>OS and applications</td>
</tr>
</tbody>
</table>

**General Requirements**

**Hosting and Operations**

**Hosting**
The solution is likely to comprise packaged solutions and bespoke components. The bespoke components and a number of the packaged solutions shall be hosted on the Google Cloud Platform (GCP), which is UNFPA’s enterprise hosting solution. Some components may be available only (or preferably) as a service subscription, or Software-as-a-Service (SaaS). Regardless, the security and appearance to end users shall be that of a single, unified application.

The hosting landscape shall be established to support the pipeline approach to Dev-Ops, meaning Development, Test/Pre-production, and Production environments.

**Availability**
Because the solution will provide public-facing services and applications, it is important that its production environment is hosted on a highly-available, scalable architecture to ensure that the public impression is that of a high-quality platform. The solution is expected to be available 99.99% of the time per month, excepting agreed scheduled maintenance windows. This service level does not apply to SaaS components of the solution, which would be governed by separate service level agreements (SLAs).

**Recovery Point Objective (RPO)**
There is a possibility that the hosting platform could experience a catastrophic failure and the platform needed to be redeployed. For women, the system should be considered mission critical. As such, the availability of the system is important. Given that the system will include an available offline cache for women, there is some ability for information to be available even when the system is down.

The RPO target is thus 4 hours, 24/7 to have everything back up and running within four hours of service disruption notification.
Recovery Time Objective (RTO)

The RTO target is thus 4 hours, 24/7. To achieve that sort of target, techniques such as taking image backups after new GBV Prevention Mobile Application releases could be helpful. In a recovery event, depending on the nature of the failure, the live database shall be used if possible; otherwise, the most recent backup shall be used in accordance with the RPO stated in the previous paragraph.

Localization

The base language of the GBV Prevention Mobile Application shall be Turkish. However, since much of UNFPA’s key target groups are non-Turkish speaking, the system shall support a multilingual user Interface, starting from Arabic. Since much of the content will be dynamically generated, it is important that both static and dynamic elements of the solution must support multiple languages:

- Static Labels on Forms/Other UI elements;
- Dynamically generated content, e.g., Data Set names, Data set descriptive metadata that is presented to end users, Data Set field names, Asset titles, Asset descriptive metadata, Lists of Values, and other Master Data as applicable;
- System messages and alerts visible to end users;
- Any other elements of the UX within the areas of “Functional and Requirements”.

Localization

Web services calls and responses shall also be locale-aware. For example, if a web service call returns a data set that contains both structured field names as well as an attribute with the descriptive title, that title shall be returned containing the data of the requested locale.

Any time the user’s preferred language translation does not exist for a static or dynamic element, the base language value shall be returned instead.

Number and Date Formats

Generally speaking, numbers and dates will be stored per the standard of the selected data store. If an approach is taken that does not leverage strongly-typed field storage (e.g., a design decision is taken to store dates as text instead of as a strongly-typed data type), then ISO standards shall be followed that enables JSON, JavaScript, and other languages to operate on the data without issue.

Date Formats

The system shall in general use ISO 8601 standards to represent date and time values internally to the GBV Prevention Mobile Application. By and large, dates and times will exist in two manners:

- Date for each data point; will never include a time component
- Timestamps for system activities and events (e.g., date created, date last updated, etc.)

For the majority of data series, the data points will be annual. Nonetheless, the date values shall be managed as normal dates, with formatting choices set as an attribute of each data set definition, managed by the Data Manager via the UI. For data set values, formats shall follow the ISO standard:

- YYYY: 4-digit year
- YY: 2-digit year
- MM: Month with leading zero, ranging from 01-12 when displayed
- DD: Day with leading zero, ranging from 01-31

In addition, if dealing with quarterly or semi-annual data, the following formats shall apply:
- Q: The numeric quarter, ranging from 1-4
- H: The numeric half, ranging from 1-2

For system events and activities, the date and time shall be displayed formatted using the settings of the user’s browser or mobile application.

User Experience
The UX approach of the GBV Prevention Mobile Application should be driven by the same trend sweeping all enterprise technology: Consumerization. This trend is critical, as users of systems, especially women, have grown accustomed to the ease of use and zero learning curve of technologies they use on a daily basis such as Facebook, Amazon, Google and webmail. This consumerization is especially pronounced on mobile technologies.

The user groups of the GBV Prevention Mobile Application can be generally classified as follows:
- Women of every age
- Sector Personnel (attending to GBV survivors: police, psychologist and health sector etc)

Core Functional Requirements

End user functionality and requirements

General requirements:
- User experience must be designed from the perspective of women as end users.
- User interfaces must be intuitive for and designed from the perspective of women as end users having a range of experience on mobile devices.
- Functionality must be available when network connection is poor or unavailable whenever possible.
- Size of installed applications must be minimized to the greatest extent possible.
- User interface must be disguisable by users to protect them from possible GBV harm. Menstrual cycle tracking calendar, weather report or any creative form that will prevent the user from possible GBV harm from their perpetrators.
- There will be no push notifications due to security reasons. There will be an internal notification section, which is visible only without disguise mode.
- Users can share content from the knowledge base on their social media.
- Users should approve privacy notice during the first use.

<table>
<thead>
<tr>
<th>Functionality</th>
<th>Description</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-demand prevention</td>
<td>An interface that allows women to ask questions, search, or otherwise access relevant GBV content. This shall also include the capability to assess risk.</td>
<td>• Available content must be minimally restricted when not connected to the network.</td>
</tr>
<tr>
<td>Information retrieval</td>
<td></td>
<td>• The interface must be accessible for users with disabilities.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• There will be a form to get basic user details (age, location)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• The content will be different for +18 and -18 years old users.</td>
</tr>
</tbody>
</table>
| Dynamic Content Page Design for Violence, FAQ, and Service Location Data Types | The UI/UX provided by UNFPA TCO should be implemented with accessibility in mind | • The screen reader should be able to describe all controls on the page when you tap on them, and the descriptions should be intelligible.  
• Controls should be usable and legible in colour-blind and grayscale modes.  
• The UI should remain legible and usable at very large scale factors for text size and display scaling  
• Users can interact with the application using the keyboard alone. |
| --- | --- | --- |
| Dynamic Content Page Design for Violence, FAQ, and Service Location Data Types | The content pages of the knowledge base should be dynamic and should be switching components in accordance with the content added. | • Should only display functionality relevant to the components added in the page.  
• Content Creator should be able to add multiple media types video / audio / gif and other static image formats.  
• In addition to the native accessibility features, the Content Creator should be able to add a voice record, so that the user can listen to the content.  
• The content types can be text only, video, audio, image, graphic-chart, article or a combination of all.  
• The backend should be built RTL language compatible.  
• There will be a "listen" option for selected text content. |
| Welcome | First setup | User can select language TR or AR  
User can read and sign KVKK terms  
User can fill initial basic information form  
• User can see application usage tutorial. |
| Data | Non-identifiable data collection | User will select date of birth (mandatory), education status (optional), employment status (optional), marital status (optional) pregnancy status (optional) from a drop down menu. |
| Emergency Help & Tools | Provides information about Turkish emergency call lines and KADES applications. Additionally user can send her location or panic SMS to pre assigned emergency contacts. | • User can get information about Turkey's emergency lines and can use a quick dial. (155, 156 and 112)  
• User can get information about Violence Reporting lines and can use a quick dial.  
• Information about KADES application. Should forward KADES download page for relevant app.  
• User can add 3 people as emergency contacts.  
• User can send quick emergency SMS to emergency contacts with a short text like “I do not feel safe. I’m here & Coordinates”.  
• User can assign a physical phone button for emergency situations. (ex: five times to volume down to trigger sms function)  
• User can allow location tracking to emergency contacts. Other selected emergency users should get a sms with a URL. Emergency user can track requester user with live location services.  
• User can access security tips page with pre-set content. |
| --- | --- | --- |
| Panic/Personal Security | App password and a panic button to incognito mode | • User can activate incognito mode to set a front to prevent herself from perpetrator. (E.g. simple calendar or a weather application).  
• User can press a hidden button or trigger a set of actions to access the main interface. |
| GBV Diary | Provides an interface for GBV victims to log their activities for later consultation. | • User can select a date and choose a type of violence.  
• No extra data will be collected in this section.  
• This data should be statistically reportable. |
| Reminder | Non-Push Notification reminder that is visible without incognito mode | • Women can set reminder for regenerating risk indicator and security plan  
• Admin user can add Announcements |
|-----------|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Define Violence | App will guide the user to define the incident. | • User will fill a form.  
• User will be redirected to the relevant violence type information pages |
| Risk Assessment | User will fill a form then get an assessment of her current risk situation. (Questions like: does your partner has a gun in the residence you cohabit) | • User will fill a form and the result will refer to the relevant violence info.  
• User can save last risk assessment status.  
• User can update  
• User can set reminder notifications to update it in future.  
• User may decide to proceed to security plan generation after this section is filled.  
• User can navigate to relevant service providers.  
• User can share and print. User should get a warning before sharing to an email, whether it’s secure or not. |
| Security Plan | The app will suggest certain security actions with the Risk Assessment result. | • Risk assessment is a prerequisite to use this section.  
• User fills out the form then the plan is created.  
• User can update  
• User can set reminder notifications to update it in future.  
• User may decide to proceed to security plan generation after the Risk Assessment section is filled.  
• User can share, print and save for later access. |
| FAQ - Things to Know | User can search and submit question | • User can search in answers/videos  
• User can submit question  
• Admin can add new FAQs  
• Admin can tag Related Service Location Map |
<p>| Service Location Content Type | Suggested data structure and content | • There are 2 category types. Service Type Category as parent and sub |</p>
<table>
<thead>
<tr>
<th>Location Type Category</th>
<th>Categories as Location Type Category like SSC, Municipality.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>● Content visible differs by user age (+/- 18) and user type (user, sector personnel).</td>
</tr>
<tr>
<td></td>
<td>● Procedures available - Rights you can attain.</td>
</tr>
<tr>
<td></td>
<td>● Related violence types</td>
</tr>
<tr>
<td></td>
<td>● City Province</td>
</tr>
<tr>
<td></td>
<td>● Name of Location</td>
</tr>
<tr>
<td></td>
<td>● Coordinates</td>
</tr>
<tr>
<td></td>
<td>● Address, Phone, Website etc.</td>
</tr>
<tr>
<td></td>
<td>● Location score</td>
</tr>
<tr>
<td></td>
<td>● Users can filter service location by details (health services, police, legal counselling etc.).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Locate Service Provider</th>
<th>User can get information page of service provider in the desired location.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>● User can choose existing location and filter by service type.</td>
</tr>
<tr>
<td></td>
<td>● User can specify a neighborhood and get list of alternatives on map.</td>
</tr>
<tr>
<td></td>
<td>● User can use devices’ existing navigation features to locate service providers.</td>
</tr>
<tr>
<td></td>
<td>● User can rate a location after they receive directions. Rating notification should be visible in the notification pane described above.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Violence Content Type</th>
<th>Suggested data structure and content</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>● Related Service Location Map</td>
</tr>
<tr>
<td></td>
<td>● Related FAQs</td>
</tr>
<tr>
<td></td>
<td>● Content visible differs by user age (+/- 18) and user type (user, sector personnel)</td>
</tr>
<tr>
<td></td>
<td>● Name and definition of Violence</td>
</tr>
<tr>
<td></td>
<td>● Legal responsibilities (visible by sector personnel)</td>
</tr>
<tr>
<td></td>
<td>● Control checklist (visible by sector personnel)</td>
</tr>
<tr>
<td></td>
<td>● Useful tools (Repeater field: Name, definition, file attachment)</td>
</tr>
<tr>
<td></td>
<td>● Case management steps (visible by sector personnel)</td>
</tr>
<tr>
<td></td>
<td>● Relevant URLs (Repeater field)</td>
</tr>
<tr>
<td></td>
<td>● Relevant Videos (Repeater field)</td>
</tr>
</tbody>
</table>
Insecure Locations

User can mark a location on map as insecure in case of a GBV action

- User can choose existing location and filter by service type
- User can specify a neighborhood and get list of alternatives on map
- User can submit desired location as insecure

Feedback

Forms to gather feedback for various depths of the application.

- User can submit bug with screenshot
- User can submit wrong content
- User can report issues with service location
- User can contact data owner under KVKK compliance.

Search

User can search in various levels of content.

- User can search in FAQ
- User can search in Service Location should be searchable and filterable.
- User can search in Violence content

Bookmark Content

Quick access pane for bookmarked content

- User can mark a violence content or service location or FAQ to her bookmark list
- User can search in bookmarks
- User can filter bookmark by type

Data

General requirements:
- Role based access
- Secure storage
- Minimally identifiable as appropriate

The system shall provide for storage and retrieval of data outlined as outlined in the table below.

<table>
<thead>
<tr>
<th>Functionality</th>
<th>Description</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>GBV Data Storage</td>
<td>Globally shared repository of Prevention content available to users</td>
<td>● Content will include multiple types of data(text, audio, video, documents)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>● Multilingual and localized content</td>
</tr>
<tr>
<td></td>
<td></td>
<td>● Fast searching (Content will be tagged and indexed using hierarchical structure)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>● Should only display functionality relevant to users’ type and age</td>
</tr>
<tr>
<td>SRH Service Data Storage</td>
<td>A globally accessible repository of facilities and persons providing protection services accessible to women</td>
<td>● Stores information required to acquire nearest available services based on physical location(GIS, physical address)</td>
</tr>
</tbody>
</table>
### User Data Storage

**Information and characteristics of users of components within the system, mobile and, including women and administrators**

**General**
- Must provide secure storage of user credentials
- Application user profile, GBV diary classification should be used with anonymized format
- End-to-End Encryption should be established between client and server databases. The database in the server should also be encrypted.

### Application performance and usage data storage

**Logs and records which describe performance and usage of application components**

- Logging of usage must not identify identity of women
- Usage data shall include number of installations, frequency of use, and functionality accessed
- Performance indicators shall include system uptime, application crashes

### Web services

**General requirements**
- High availability
- Role based access
- Secure transmission

Web based services which support and facilitate end user and system functions.

<table>
<thead>
<tr>
<th>Function</th>
<th>Description</th>
<th>Requirements</th>
</tr>
</thead>
</table>
| Content Management | Web application which manages the storage and retrieval of prevention content, provides content delivery through multiple channels, and provides fast search and lookup of relevant content. | - Modular CMS system that can be extended  
- Provides rule-based flow of content.  
- Provides RESTful API |
| Prevention Service Management | Interface for management of locations and persons providing prevention services. | • Provides User Authentication and RBAC  
• Multi-tenant system or design that allows multiple implementers to interact with global repository.  
• Provides RESTful API  
• Provides User Authentication and RBAC |
|--------------------------------|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| User management                | Interface for managing and local admins.                                        | • Allows management of users within scope of admin only.  
• Provides User Authentication and RBAC |
| Monitoring and evaluation      | Interface that allows local and global administrators to view outcome indicators and performance of components. | • Access to aggregate data restricted by role  
• View of aggregate data must be in a format intuitive for implementers |
| SMS Delivery for Emergency     | Integration of SMS based interaction with emergency section.                    | • Send predefined messages with location data to the contacts added by users.  
• Ideally integrated as an existing service. |
| Project performance and outcome reporting | Automated reporting of key metrics for the project | • Periodic automated reporting  
• Provide interface for UNFPA TCO to view performance summaries  
• Accessible via REST APIs |
1. **LEGAL STATUS OF THE PARTIES:** The Contractor shall be considered as having the legal status of an independent contractor *vis-à-vis* UNFPA. The Contractor’s personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA.

2. **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 who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

3. **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 UNFPA.

4. **SUBCONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNFPA for all sub-contractors. The approval of UNFPA of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

5. **INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, 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 worker’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. The obligations under this Article do not lapse upon termination of this Contract.

6. **INSURANCE AND LIABILITY:**

   6.1 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.

   6.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

   6.3 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 from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

      6.4.1 Name UNFPA as additional insured;

      6.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;

      6.4.3 Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

   6.5 The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article 6.

7. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNFPA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.
8. **EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

9.1 Except as is otherwise expressly provided in writing in the Contract, UNFPA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNFPA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.

9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

9.3 At the request of UNFPA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of the applicable law and of the Contract.

9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.

10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations and UNFPA, or any abbreviation of the name of the United Nations and UNFPA in connection with its business or otherwise without the written permission the United Nations and UNFPA.

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

11.1 The Recipient shall:

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

11.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:

11.2.1 any other party with the Discloser’s prior written consent; and,

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

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

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

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

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

11.4 UNFPA may disclose Information to the extent as required pursuant to the Charter of the United Nations, or
pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

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

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

12.2 If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations
and meet its responsibilities under the Contract, UNFPA shall have the right to suspend or terminate the
Contract on the same terms and conditions as are provided for in Article 13, “Termination,” except that the
period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNFPA shall be entitled to
consider the Contractor permanently unable to perform its obligations under the Contract in case the
Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in
excess of ninety (90) days.

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

13. TERMINATION:
13.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

13.2 UNFPA may terminate forthwith this Contract at any time should the mandate or its funding be curtailed or terminated, in which case the Contractor shall be reimbursed by UNFPA for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

13.3 In the event of any termination by UNFPA under this Article, no payment shall be due from UNFPA to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

13.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNFPA may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA of the occurrence of any of the above events.

13.5 The provisions of this Article 13 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.

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

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

16. SETTLEMENT OF DISPUTES:

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

16.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award punitive damages.

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

18. TAX EXEMPTION:

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

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

19. MODIFICATIONS: Pursuant to the Financial Regulations and Rules of UNFPA, only the Chief of the Procurement Services Branch of UNFPA or such other contracting authority as made known to the Contractor in writing, possesses the authority to agree on behalf of UNFPA to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNFPA unless provided by an amendment to this Contract signed by the Contractor and the Chief of the Procurement Services Branch of UNFPA or such other contracting authority.

20. AUDITS AND INVESTIGATIONS:

20.1 Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA or the United Nations or by other authorized and qualified agents of UNFPA or the United Nations at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.

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

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

21. LIMITATION ON ACTIONS:

21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

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

22. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNFPA to terminate the Contract or any other contract with UNFPA immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
23. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNFPA and provide all reasonable assistance required by UNFPA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.

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

25. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA, as such obligations are set forth in the United Nations and UNFPA vendor registration procedures.

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

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

28. **SEXUAL EXPLOITATION:**

   28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

   28.2 UNFPA shall not apply the foregoing standard relating to age in any case in which the Contractor’s personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.