



Situation Analysis on the Intersection of Digitalization, Pharmaceutical Production, and Private Sector Cooperation in the African Region

Request for Proposals (RFP)

Bid Reference

2026/HQ/DDA/ICO/APP/001

Country/Unit Name

WHO HQ - Switzerland / Insights, Capacity and Operation Unit

Closing Date:

Sunday, 1 March 2026 at 23:59 CET]



The World Health Organization (WHO) is seeking offers for conducting a comprehensive situation analysis on how digitalization can strengthen local pharmaceutical production, supply chains, and value chains in the African region. Your Company Institution is invited to submit a proposal for the services in response to this Request for Proposals (RFP).

WHO is a public international organization, consisting of 194 Member States, and a Specialized Agency of the United Nations with the mandate to act as the directing and coordinating authority on international health work. As such, WHO is dependent on the budgetary and extra-budgetary contributions it receives for the implementation of its activities. Bidders are, therefore, requested to propose the best and most cost-effective solution to meet WHO requirements, while ensuring a high level of service.

1. Requirements

WHO requires the successful bidder, to carry out a comprehensive situation analysis on how digitalization can strengthen local pharmaceutical production, supply chain, value chain, and how public–private cooperation can be fostered through digital tools and platforms, in alignment with WHO priorities such as the 74th WHO Regional Committee for Africa (RC74), and the Global Initiative on Digital Health (GIDH) .

See detailed Terms of Reference in Annex 1 for complete information.

The successful bidder shall be a for profit / not for profit institution operating in the field of digitalization of health systems with proven expertise in the pharmaceutical sector.

The successful bidder is expected to demonstrate experience and list relevant projects as follows:

Mandatory experience:

- Proven experience working with digitalization of health systems, particularly in low- and middle-income country (LMIC) settings.
- Demonstrated experience conducting health systems or pharmaceutical sector analyses at the regional or global level.
- Strong knowledge of WHO processes, African health systems, African health products manufacturing & supply, and public–private collaboration.
- Proven experience in working with UN agencies or global organizations, including navigating governance processes and documentation standards.
- Track record of delivering situation analysis and related assessments under tight timelines while ensuring quality and alignment with strategic objectives.

Desirable experience:

- Experience working with pharmaceutical manufacturers, regulators, or industry associations.
- Familiarity with digital public infrastructure, regulatory digitalization, or supply chain digital tools.
- Experience with WHO, UN agencies, or international development partners.
- Excellent analytical, drafting, and presentation skills.

The bidder is expected to follow the instructions set forth below in the submission of their proposal to WHO.

2. Proposal

The proposal and all correspondence and documents relating thereto shall be prepared and submitted in the English language.

The proposal shall be concisely presented and structured to include the following information:



- Confidentiality Undertaking (*please complete Annex 2*)
- Presentation of your Company / Institution (*please complete Annex 3*)
- Proposed solution
- Proposed approach/methodology
- Proposed timeline
- Financial proposal - Currency

Information which the bidder considers confidential, if any, should be clearly marked as such.

3. Instructions to Bidders

The bidder must follow the instructions set forth in this RFP in the submission of their proposal to WHO.

A prospective bidder requiring clarification on technical, contractual or commercial matters may notify WHO via email at the following address no later than **Tuesday 24 February 2026 at 23:59 hours CET/Geneva time**:

Email for submissions of all queries: gidh@who.int
(*use Bid reference in subject line*)

A consolidated document of WHO's responses to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have received the RFP.

From the date of issue of this RFP to the final selection, contact with WHO officials concerning the RFP process shall not be permitted, other than through the submission of queries and/or through a possible presentation or meeting called for by WHO, in accordance with the terms of this RFP.

The bidder shall submit, in writing, the complete proposal to WHO, no later than **Sunday, 1 March 2026 at 23:59 hours CET/Geneva time** ("the closing date"), by email at the following email address:

gidh@who.int .
(*use Bid reference in subject line*)

To be complete, a proposal shall include:

- A technical proposal, as described under part 2 above;
- A financial proposal, as described under part 2 above;
- Annexes 2 & 3, duly completed and signed by a person or persons duly authorized to represent the bidder, to submit a proposal and to bind the bidder to the terms of this RFP.

Each proposal shall be marked Ref: 2026/HQ/DDA/ICO/APP/001 .

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

Any proposal received by WHO after the closing date for submission of proposals may be rejected. Bidders are therefore advised to ensure that they have taken all steps to submit their proposals in advance of the above closing date and time.

The offer outlined in the proposal must be valid for a minimum period of 90 calendar days after the closing date. A proposal valid for a shorter period may be rejected by WHO. In exceptional circumstances, WHO may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its proposal.



The bidder may withdraw its proposal any time after the proposal’s submission and before the above mentioned closing date, provided that written notice of the withdrawal is received by WHO at the email address indicated above, before the closing date for submission of proposals.

No proposal may be modified after its submission, unless WHO has issued an amendment to the RFP allowing such modifications.

No proposal may be withdrawn in the interval between the closing date and the expiration of the period of proposal validity specified by the bidder in the proposal (subject always to the minimum period of validity referred to above).

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

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

All bidders must adhere to the UN Supplier Code of Conduct, which is available on the WHO procurement website at <http://www.who.int/about/finances-accountability/procurement/en/>.

4. Evaluation

Before conducting the technical and financial evaluation of the proposals received, WHO will perform a preliminary examination of these proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order. Proposals which are not in order as aforesaid may be rejected.

The evaluation panel will evaluate the technical merits of all the proposals which have passed the preliminary examination of proposals based on the following weighting:

Technical Weighting:	70 % of total evaluation
Financial Weighting:	30 % of total evaluation

The technical evaluation of the proposals will include:

Addressing of WHO’s requirements and expectations	30
Quality of the overall proposal	30
Experience of the firm in carrying out related project	15
Qualifications and competence of the personnel proposed for the assignment	15
Proposed timeframe for the project	10
TOTAL	100

The scoring scale per criteria was defined as follows:

Criteria evaluated as:	Based on the following supporting evidence:	Corresponds to the score of:
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Excellent	Excellent evidence of ability to exceed requirements	100%
Good	Good evidence of ability to exceed requirements	90%
Satisfactory	Satisfactory evidence of ability to support requirements	70%
Poor	Marginally acceptable or weak evidence of ability to support requirements	40%
Very Poor	Lack of evidence to demonstrate ability to comply with requirements	10%
No submission	Information has not been submitted or is unacceptable	0%

The number of points which can be obtained for each evaluation criterion is specified above and indicates the relative significance or weight of the item in the overall evaluation process.

A minimum of [80] points is required to pass the technical evaluation.

The final evaluation will combine the weighted scores of both technical and financial proposals to come up with a cumulative total score.

Please note that WHO is not bound to select any bidder and may reject all proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to WHO’s general principles, including the principle of best value for money, WHO does not bind itself in any way to select the bidder offering the lowest price.

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

NOTE: Individual contact between WHO and bidders is expressly prohibited both before and after the closing date for submission of proposals.

5. Award

WHO reserves the right to:

- a) Award the contract to a bidder of its choice, even if its bid is not the lowest;
- b) Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
- c) Accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for WHO's action;
- d) Award the contract on the basis of the Organization’s particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
- e) Not award any contract at all.

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

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



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

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

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

Within 30 days of receipt of the contract between WHO and the successful bidder (the "Contract"), the successful bidder shall sign and date the Contract and return it to WHO according to the instructions provided at that time. If the bidder does not accept the Contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice. The Contract will include, without limitation, the provisions set forth in Annex 3.

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

We look forward to receiving your response to this RFP.

Yours sincerely,
Dr. Derrick Muneene, Team Lead,
Assessment Planning and Partnerships



Annexes

1. Detailed Terms of Reference
2. Confidentiality Undertaking
3. Vendor Information Form
4. Contractual provisions
5. **Additional annexes if required**



Annex 1: Detailed Terms of Reference

1. *Purpose of the APW

To conduct a comprehensive situation analysis on how digitalization can strengthen local pharmaceutical production and supply chains, and how public–private cooperation can be fostered through digital tools and platforms, in alignment with WHO priorities, 74th WHO Regional Committee for Africa (RC74), and the Global Initiative on Digital Health (GIDH).

2. *Background

The World Health Organization (WHO) is advancing efforts to strengthen local production of medicines, vaccines, and other health technologies, particularly in the African continent. Persistent challenges remain in regulatory capacity, skilled workforce, production capacity, quality assurance, supply chain resilience, affordability, and access to essential medicines.

In 2024, WHO launched **GIDH** to strengthen global, regional, and national alignment on digital health investments and to accelerate the implementation of the **Global Strategy on Digital Health** and the **World Summit on the Information Society (WSIS)** health objectives. Digitalization represents a critical but underutilized opportunity to address challenges across the pharmaceutical production value chain, including production planning, regulatory oversight, quality compliance, and supply chain transparency.

At the regional level, in the WHO African Regional Office (AFRO), RC74 adopted the *Framework for Strengthening Local Production of Medicines, Vaccines and other Health Technologies in the WHO African Region (2025–2035)*. Similarly, in the WHO Eastern Mediterranean Region (EMRO), the Regional Director’s Flagship Initiative on Improving Access to Medical Products identifies strengthening local production as a core pillar to ensure sustained access to high-quality, safe, and affordable medical products. However, systematic data on digitalization and local pharmaceutical production capacity across Member States remain limited. In parallel, the **African Pharmaceutical Production Agenda (PHAHM)** calls for stronger local production supported by enabling regulatory, technological, and market environments.

Against this backdrop, WHO seeks to undertake a **situation analysis** focusing on the intersection of digitalization, pharmaceutical production, and private-sector cooperation, leveraging the **GIDH network and activities**, to inform policy, investment, and partnership opportunities.

3. *Planned timelines (subject to confirmation)

Start date: 6 March 2026

End date: 31 May 2026

Total duration: 3 months

4. *Requirements - Work to be performed

4.1 Objectives

The consultant firm will:

1. Assess the current state of digitalization across the pharmaceutical production value chain in the African continent.
2. Identify key gaps, opportunities, and priority entry points where digital tools can strengthen production, regulation, quality assurance, and supply chains.



3. Analyse the role and readiness of private sector actors to engage in digitalized pharmaceutical production ecosystems.
4. Identify opportunities for public–private cooperation aligned with national priorities, donor initiatives, and regional frameworks.
5. Support the WHO in disseminating findings and establishing an exchange format with industry through GIDH.
6. Produce a report - *Situation Analysis on the Intersection of Digitalization, Pharmaceutical Production, and Private Sector Cooperation* under the Global Initiative on Digital Health (GIDH).

4.2 Scope of Work

Under the technical supervision of WHO (HSD/DDA) in coordination with Medicines, Diagnostics, Infrastructure, and Technologies (MDI) Unit Team in AFRO and EMRO, the consultant firm will undertake the following tasks:

1. Situational Analysis

- Conduct a structured desk review of:
 - WHO HQ and AFRO and EMRO materials, including RC74 framework (2025–2035),
 - African Union / Africa CDC and AUDA-NEPAD pharmaceutical frameworks,
 - Regional Economic Community reports and existing/planned digital tracking initiatives E.g. local production mapping/market intelligence information,
 - Member State reports and existing digital tracking initiatives,
 - Relevant global literature on digitalization and pharmaceutical production.
- Conduct stakeholder engagement activities, including consultations with ministries of health, pharmaceutical manufacturers, and other relevant partners.
- Analyse the state of play of digitalization in pharmaceutical production systems and identify key private sector actors.
- Identify priority areas for digitalization in support of RC74 and PHAHM implementation.
- Assess existing government and donor support to digitalization of local pharmaceutical production.
- Develop a report - *Situation Analysis on the Intersection of Digitalization, Pharmaceutical Production, and Private Sector Cooperation* under the Global Initiative on Digital Health (GIDH)

2. Entry-Point and Readiness Mapping

- Map private sector interest and readiness to adopt digital tools, including manufacturers, technology providers, and regulatory stakeholders.
- Conduct stakeholder interviews to enrich the desk review materials and validate key findings.
- Identify concrete entry points, potential areas, and modalities for private sector engagement and collaboration in pharmaceutical production, including opportunities for engagement by German and European Union companies, alongside other international companies.
- Align findings with national digital health strategies and digital public infrastructure initiatives.
- Identify other areas as needed.

5. *Requirements – Planning

In addition to the below deliverables, weekly touch base calls will be scheduled with the institution to discuss and share updates on progress with WHO HQ, AFRO and EMRO technical teams.

Deliverable	Week	Due Date
1. Inception Report including methodology, analytical framework, workplan	Week 1	19 March 2026
2. Draft Situation analysis report , including: <ul style="list-style-type: none"> a. Mapping of digitalization across pharmaceutical production, b. Identification of gaps and priority areas, c. Entry-point analysis for private sector engagement. 	Week 6	30 April 2026
3. Draft inputs to establish and advance the exchange format with industry through GIDH, including recommendations for sustained engagement.	Week 6	30 April 2026
4. Final situational analysis report , incorporating WHO feedback.	Week 8	14 May 2026
5. Final inputs to establish and advance the exchange format with industry through GIDH, including recommendations for sustained engagement, incorporating WHO feedback.	Week 8	14 May 2026
6. Draft Summary presentation/policy brief for dissemination and stakeholder dialogue.	Week 8	14 May 2026
7. Final Summary presentation/policy brief for dissemination and stakeholder dialogue, incorporating WHO feedback.	Week 9	21 May 2026

6. Inputs

The consultant firm will report to WHO HSD/DDA (HQ), in close coordination with WHO Medicines and Health Products, and WHO AFRO and EMRO. Regular progress updates will be provided as agreed.

7. *Activity Coordination & Reporting

Technical Officer:	Melissa Cederqvist Njihia, Technical Officer, Strategy and Partnerships, Assessment, Planning and Partnerships, ICO, DDA	Email:	cederqvism@who.int
For the purpose of:	Technical supervision and instructions - Reporting		
Administrative Officer:	Kai KALMARU, Assistant to Team, Assessment, Planning and Partnerships, ICO, DDA	Email:	kalmaruk@who.int
For the purpose of:	Contractual and financial management of the contract		



8. *Characteristics of the Provider

8.1 Technical and Professional Expertise

Essential

- Proven experience working with digitalization of health systems, particularly in low- and middle-income country (LMIC) settings.
- Demonstrated experience conducting health systems or pharmaceutical sector analyses at the regional or global level.
- Strong knowledge of WHO processes, African health systems, African health products manufacturing & supply, and public–private collaboration.

Desirable

- Experience working with pharmaceutical manufacturers, regulators, or industry associations.
- Familiarity with digital public infrastructure, regulatory digitalization, or supply chain digital tools.
- Experience with WHO, UN agencies, or international development partners.
- Excellent analytical, drafting, and presentation skills.

8.2. Project and Delivery Experience

- Proven experience in working with **UN agencies or global organizations**, including navigating governance processes and documentation standards.
- Track record of delivering **situation analysis and related assessments** under tight timelines while ensuring quality and alignment with strategic objectives.

8.3. Team Composition

The vendor's team is expected to include (at a minimum):

- A **Researcher** with experience in pharmaceutical systems, digital health, health supply chains, or health policy.
- A **Project Manager or Team Lead** to oversee the work plan, coordinate with WHO focal points, and ensure timely delivery.

8.4 Skills/Knowledge

8.5 Languages and level required

Essential: Expert knowledge of English

Desirable: Intermediate knowledge of Portuguese OR French

9. *Place of assignment

Location: Off-site/home-based (remote).

Travel: Potential travel subject to WHO approval and budget availability.

Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of Data, Digital Health, Analytics and AI (DDA), has access to certain information relating to Situation Analysis on the Intersection of Digitalization, Pharmaceutical Production, and Private Sector Cooperation in the African Region which it considers to be proprietary to itself or to entities collaborating with it (hereinafter referred to as “the Information”).
2. WHO is willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Request for Proposal (RFP) for “conducting a comprehensive situation analysis on how digitalization can strengthen local pharmaceutical production, supply chain, and value chain in the African region” (“the Purpose”), provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO or parties collaborating with WHO, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:
 - a) was known to the Undersigned prior to any disclosure by WHO to the Undersigned (as evidenced by written records or other competent proof);
 - b) was in the public domain at the time of disclosure by or for WHO to the Undersigned;
 - c) becomes part of the public domain through no fault of the Undersigned; or
 - d) becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality (as evidenced by written records or other competent proof).
4. The Undersigned further undertakes not to use the Information for any benefit, gain or advantage, including but not limited to trading or having others trading in securities on the Undersigned’s behalf, giving trading advice or providing Information to third parties for trade in securities.
5. At WHO’s request, the Undersigned shall promptly return any and all copies of the Information to WHO.
6. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
7. Any dispute arising from or relating to this Undertaking, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event of the dispute is not resolved by conciliation within thirty (30) days, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Undersigned and WHO or, in the absence of agreement within thirty (30) days of written communication of the intent to commence arbitration, with the rules of arbitration of the International Chamber of Commerce. The Undersigned and WHO shall accept the arbitral award as final.
8. Nothing in this Undertaking, and no disclosure of Information to the Undersigned pursuant to its terms, shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, or as submitting WHO to any national court jurisdiction.

Acknowledged and Agreed:

Entity Name:
Mailing Address:
Name and Title of duly authorized representative:
Signature:
Date:



Annex 3: Vendor Information Form

Company Information to be provided by the Vendor submitting the proposal			
UNGM Vendor ID Number: <i>If available – Refer to WHO website for registration process*</i>			
Legal Company Name: <i>(Not trade name or DBA name)</i>			
Company Contact:			
Address:			
City:		State:	
Country:		Zip:	
Telephone Number:		Fax Number:	
Email Address:		Company Website:	
<u>Corporate information:</u>			
Company mission statement			
Service commitment to customers and measurements used <i>(if available)</i>			
Organization structure (include description of those parts of your organization that would be involved in the performance of the work)			
Relevant experience (how could your expertise contribute to WHO's needs for the purpose of this RFP) – <i>Please attach reference and contact details</i>			
Staffing information			

* <http://www.who.int/about/finances-accountability/procurement/en/>



Annex 4: Contractual Provisions

Within 30 days of receipt of the contract between WHO and the successful bidder (the “Contract”), the successful bidder shall sign and date the Contract and return it to WHO according to the instructions provided at that time. If the bidder does not accept the Contract terms without changes, then WHO has the right not to proceed with the selected bidder and instead contract with another bidder of its choice. The Contract will include, without limitation, the provisions set forth below (with the successful bidder referred to below as the “Contractor”):

1. **Compliance with WHO Codes and Policies.** By entering into the Contract, the Contractor acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below). In connection with the foregoing, the Contractor shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other natural or legal persons engaged or otherwise utilized to perform any services under the Contract.

Without limiting the foregoing, the Contractor shall promptly report to WHO, in accordance with the terms of the applicable WHO Policies, any actual or suspected violations of any WHO Policies of which the Contractor becomes aware.

For purposes of the Contract, the term “WHO Policies” means collectively: (i) the WHO Code of Ethics and Professional Conduct; (ii) the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA); (iii) the WHO Policy on Preventing and Addressing Abusive Conduct; (iv) the WHO Code of Conduct for responsible Research; (v) the WHO Policy on Whistleblowing and Protection Against Retaliation; (vi) the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, and (vii) the UN Supplier Code of Conduct, in each case, as amended from time to time and which are publicly available on the WHO website at the following links: <http://www.who.int/about/finances-accountability/procurement/en/> for the UN Supplier Code of Conduct and at <http://www.who.int/about/ethics/en/> for the other WHO Policies.

2. **Zero tolerance for sexual exploitation and abuse, sexual harassment and other types of abusive conduct.** WHO has zero tolerance towards sexual exploitation and abuse, sexual harassment and other types of abusive conduct. In this regard, and without limiting any other provisions contained herein:

(i) each legal entity Contractor warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA), and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct by any of its employees and any other natural or legal persons engaged or otherwise utilized to perform the work under the Contract; and (ii) promptly report to WHO and respond to, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the Contractor becomes aware; and

(ii) each individual Contractor warrants that he/she will (i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA), and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct. Without limiting the foregoing, the individual Contractor shall promptly report to WHO, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the individual Contractor becomes aware.

3. **Tobacco/Arms Related Disclosure Statement.** The Contractor may be required to disclose relationships it may have with the tobacco and/or arms industry through completion of the WHO Tobacco/Arms Disclosure Statement. In the event WHO requires completion of this Statement, the Contractor undertakes not



to permit work on the Contract to commence, until WHO has assessed the disclosed information and confirmed to the Contractor in writing that the work can commence.

4. **Anti-Terrorism and UN Sanctions; Fraud and Corruption.** The Contractor warrants for the entire duration of the Contract that:

- i. it is not and shall not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it shall not make any payment or provide any other support to any such person or entity and that it shall not enter into any employment or other contractual relationship with any such person or entity;
- ii. it shall not engage in any fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, in connection with the execution of the Contract;
- iii. it shall take all necessary measures to prevent the financing of terrorism and/or any fraudulent or corrupt practices as referred to above in connection with the execution of the Contract; and
- iv. it shall promptly report to WHO, through the WHO Integrity Hotline or directly to the WHO Office of Internal Oversight Services (IOS), any credible allegations of actual or suspected fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption of which the Contractor becomes aware and respond to such allegations in an appropriate and timely manner in accordance with its respective rules, regulations, policies and procedures. Furthermore, the Contractor agrees to cooperate with WHO and/or parties authorized by WHO in relation to the response. Relevant information on the nature of any credible allegations of such actual or suspected violations, as well as the details of the intended response and the outcome of any such response, should be communicated and coordinated with WHO, with the understanding that, subject to the terms of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, confidentiality and the due process rights of those involved will be respected.

In the event that any resources, assets and/or funds provided to or acquired by the Contractor under the Contract are found to have been used by the Contractor, its employees or any other natural or legal persons engaged or otherwise utilized to perform any work under the Contract, to finance, support or conduct any terrorist activity or any fraudulent or corrupt practices, the Contractor shall promptly reimburse and indemnify WHO for such resources, assets and/or funds (including any liability arising from such use).

5. **Breach of essential terms.** The Contractor acknowledges and agrees that each of the provisions of paragraphs 1, 2, 3 and 4 above constitutes an essential term of the Contract, and that in case of breach of any of these provisions, WHO may, in its sole discretion, decide to:

- i. terminate the Contract, and/or any other contract concluded by WHO with the Contractor, immediately upon written notice to the Contractor, without any liability for termination charges or any other liability of any kind; and/or
- ii. exclude the Contractor from participating in any ongoing or future tenders and/or entering into any future contractual or collaborative relationships with WHO.

WHO shall be entitled to report any violation of such provisions to WHO's governing bodies, other UN agencies, and/or donors.



6. **Use of WHO Name and Emblem.** Without WHO's prior written approval, the Contractor shall not, in any statement or material of an advertising or promotional nature, refer to the Contract or the Contractor's relationship with WHO, or otherwise use the name (or any abbreviation thereof) and/or emblem of the World Health Organization.

7. **Assurances regarding procurement.** If the option for payment of a maximum amount applies, to the extent the Contractor is required to purchase any goods and/or services in connection with its performance of the Contract, the Contractor shall ensure that such goods and/or services shall be procured in accordance with the principle of best value for money. "Best value for money" means the responsive offer that is the best combination of technical specifications, quality and price.

8. **Audit and Investigations.** WHO may request a financial and operational review or audit of the work performed under the Contract, to be conducted by WHO and/or parties authorized by WHO, and the Contractor undertakes to facilitate such review or audit. This review or audit may be carried out at any time during the implementation of the work performed under the Contract, or within five years of completion of the work. In order to facilitate such financial and operational review or audit, the Contractor shall keep accurate and systematic accounts and records in respect of the work performed under the Contract. Similarly, WHO may initiate an investigation into credible allegations of fraud and corruption and other forms of misconduct based on information received in accordance with its respective policies, procedures and rules.

In this context, the Contractor shall make available, without restriction, to WHO and/or parties authorized by WHO:

- i. the Contractor's books, records and systems (including all relevant financial and operational information) relating to the Contract; and
- ii. reasonable access to the Contractor's premises and personnel.

The Contractor shall provide satisfactory explanations to all queries arising in connection with the aforementioned audit and access rights.

WHO may request the Contractor to provide complementary information about the work performed under the Contract that is reasonably available, including the findings and results of an audit (internal or external) conducted by the Contractor and related to the work performed under the Contract.

9. **Publication of Contract.** Subject to considerations of confidentiality, WHO may acknowledge the existence of the Contract to the public and publish and/or otherwise publicly disclose the Contractor's name and country of incorporation, general information with respect to the work described herein and the Contract value. Such disclosure will be made in accordance with WHO's Information Disclosure Policy and shall be consistent with the terms of the Contract.