World Health Organization
Bangladesh

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In reply please refer to : RFP-SEARO-Bangladesh-2026-001

Prospective Bidders

Your reference:

19 January 2026

Dear Sir/Madam,

Subject: Request for Proposal (RFP) for the provision of Technical Service Agreement (TSA) for conducting NCD Risk Factor Survey on Forcibly Displaced Myanmar Nationals based on WHO STEPS protocol

WHO Bangladesh hereby invites proposals/bids from your Organization/Institute for carrying out the above-mentioned subject activity. You are requested to go through the attached "Request for Proposal" document, which includes, with list of Annexes, as follows:

1. Requirements, Quality and Qualification Requirements, Key Deliverables with timetable
2. The proposal
3. Instructions to Bidders
4. Evaluation of Proposals
5. Award Criteria

Annex-1: Detailed Terms of Reference
Annex-2: Confidentiality Undertaking
Annex-3: Vendor Information Form
Annex 4: Contractual Provisions
Annex-5: Scoring Methodology, Detailed Technical Evaluation Criteria and Award Criteria
Annex-6: Financial Proposal Template
Annex-7: Self Declaration Form
Annex-8: Statement of Conformity
Annex-9: Statement of Copyright/Intellectual Property Right and Data ownership
Annex-10: Survey protocol
Appendix-1: Technical Service Agreement (TSA) template and General Conditions of TSA

Please send your technical and financial proposals in separate files/attachments in the e-tendering portal https://ungm.in-tend.co.uk/who or before, 14:00hrs, 04 February 2026 as detailed in the Instructions to Bidders of the RFP document (part 3).

Bidders shall not include the pricing information within the technical proposal and any noncompliance proposal/ bid with this instruction will lead to rejection of the proposal.

Please note that "THE WORLD HEALTH ORGANIZATION (WHO) DOES NOT ENTERTAIN ANY OVERHEAD/ADMINISTRATIVE COSTS WHATSOEVER OF THE BIDDERS FOR THE IMPLEMENTATION OF PROPOSED TECHNICAL WORK. THEREFORE, NO SUCH OVERHEAD/ADMINISTRATIVE COSTS SHOULD BE INCLUDED IN THE BIDS. Use of WHO emblem/logo in bidder's bid/proposal can also lead to rejection of that bid/proposal.

This letter including annexes is not to be construed in any way as an offer to contract with your company.

Thank you,

Yours sincerely,

Kristel Kadak-Rahman
WHO Operations Specialist

WORLD HEALTH ORGANIZATION * DHAKA, BANGLADESH *

... Encl.: as stated above

World Health Organization

For the provision of Technical Service Agreement (TSA) for conducting NCD Risk Factor Survey on Forcibly Displaced Myanmar Nationals based on WHO STEPS protocol

Request for Proposals (RFP)

Bid Reference

RFP/SEARO/BANGLADESH/2026/001

Country/Unit Name
BAN WSE-Cox's Bazar

Closing Date:

[14:00hrs, 04 February 2026

Virtual Pre-bid meeting: 14:00hrs, 22 January 2026]

The World Health Organization (WHO) is seeking offers for **conducting NCD Risk Factor Survey on Forcibly Displaced Myanmar Nationals (FDMN) based on WHO STEPS protocol in FDMN camps in Cox's Bazar through WHO's Technical Service Agreement (TSA) mechanism** .
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 NCD Risk Factor Survey on Forcibly Displaced Myanmar Nationals based on WHO STEPS protocol. .
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 non-communicable diseases/ Public health. with proven expertise in conducting research/survey on public health issues for Government and private setting with the following registration and legal/compliance requirements:
I. Legally entitled to run/operate the Institutes/organizations/companies as per the applicable rules for companies/NGOs in the country. WHO shall disqualify bidders during initial scrutiny if the required information and supporting documents are not provided with the technical proposal.
II. Capable to operate with all applicable local rates and costs for the expert (technical) and field services. WHO shall reserve the right to disqualify bidder(s) if they (they bidder) are found to have not asked rates/costs as per the applicable local rates and costs for the expert (technical) and field activities in implementing the desired technical services/works. WHO has its own parameter in determining the applicable local rates and costs for expert (technical) and field activities.
III. Have reputation and reliability in the development / humanitarian field of Bangladesh with capability to associate with other organization/individual to enhance their qualifications as per Technical Requirements
IV. Capable to implement the desired work/projects in specified location (project sites) utilizing own existing administrative, operational and logistical resources to implement the projects without adding up Overhead costs to the Purchaser (WHO).
THE WORLD HEALTH ORGANIZATION (WHO) DOES NOT ENTERTAIN ANY OVERHEAD/ ADMINISTRATIVE COSTS WHATSOEVER OF THE BIDDERS FOR THE IMPLEMENTATION OF PROPOSED TECHNICAL WORK. THEREFORE, NO SUCH OVERHEAD/ ADMINISTRATIVE COSTS SHOULD BE INCLUDED IN THE BIDS.
V. Project management structure is capable to ensure quality assurance procedure including project monitoring and evaluation and internal oversight.

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

- At least 5 years' proven experience in conducting research/survey on public health projects.

Desirable experience:

- Having experienced of concluding at least one technical piece of work in Public Health with WHO, **OR** other international organizations and/or major institution
- Having experience in conducting at least 1 contract/assignment WHO STEPWise survey

Project management structure:

The contractual partner shall establish an Expert Team comprising of:

Team Leader (Principal Investigator):

• University degree (Master's degree and/or PhD will be preferable) in Public Health or Statistics or relevant field).
• At least 10 years work experience in conducting large scale studies 1 evaluations 1 assessments using study methods at the national level.
• Experience in conducting at least 5 studies/assessments evaluations at national level with a particular focus on coverage evaluation survey or focus on coverage evaluation survey on public health.
• Publications on public health in peer-reviewed journals.
• Publications on large scale coverage survey in peer-reviewed journals.

Coordinator / Assistant team lead:
• University Degree (MBBS with MPH in public health or relevant field will be preferable) in public health or relevant field.
• At least 5 years work experience in conducting large scale studies/evaluations assessments using study methods at the national level focusing on immunization.
• Publications on public health in peer-reviewed journals.
• Publications on large scale coverage survey in peer-reviewed journals.

Statistician:
• BS in Statistics/ Biostatistics/Applied Statistics.
• At least 5 years relevant working experience.
• Experience in conducting large scale studies/evaluations/assessments in any public health related field.
• Experience in conducting large scale studies/evaluations/assessments on immunization.

Training Officer:
• Higher University degree (MBBS with MPH in public health or relevant field will be preferable) in public health or relevant field.
• At least 5 years work experience to organize and facilitate training program.
• Experience in conducting large scale studies/evaluations/assessments in any public health related field.
• Experience in conducting large scale studies/evaluations/assessments/ survey.

Quality control officer:
• Educational background:
• Completed graduation in any discipline.
• At least 5 years work experience to work as quality control officer in the research field.
• Knowledge on data base management using excel or any other method.
• Knowledge SPSS or other data analysis tools.
• Experience in conducting large scale studies/evaluations/assessments in any public health related field.
• Experience in conducting large scale studies/evaluations/assessments / survey.

Supervisor:
• Educational background: Completed graduate degree.
• At least 5 years work experience to work as supervisor of interviewers in the field.

- Experience in conducting survey in public health related field.
- Experience in conducting survey.

Interviewer:
- Educational background: HSC.
- At least 2 years work experience to work as interviewer in the research field.
- Have the experience of working digital data collection tools (kobo/ODK).
- Experience in conducting survey in public health related field.
- Experience in conducting survey.

The team must be capable of ensuring a quality assurance process, including project monitoring, evaluation, and internal oversight

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 Approach/Methodology as per WHO provided study protocol
- Proposed timeline as per study protocol
- Financial proposal – the bidder shall quote a price in the template provided in annex-6 in a separate sealed envelope. There shall be no reflections of the financial quotes/inputs in the technical proposal and noncompliance with this requirement shall lead to the rejection of the bid
- Submission of Legal entity of the bidder, up to date TIN certificate, signed statement of conformity for no pending criminal /civil lawsuit, not declared "Bankrupt/Ineligible/Banned", no pending major lawsuits and litigations, not received any sanctioned by any UN Agencies, or diplomatic missions.
- Submission of Confidentiality Undertaking.
- Submission of Vendor Information Form/ Presentation of the company
- 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
- Aknowledgement (countersigned) of TSA template and General Conditions as attached.

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 25 January 2026 to sebanprocurement@who.int.

In this email, prospective bidder also needs to inform their interest to bid on this proposal. This is one prerequisite for submitting the proposal before the closing date.

WHO Bangladesh office will organize this virtual Prebid meeting at 14:00 hours, 22 January 2026 with the bidders who would send their "Intention to bid" to WHO before 12:00 hours, 22 January 2026. WHO will share the meeting link to the interested bidders by 13:00 hours, 22 January 2026:

Email for submissions of all queries: sebanprocurement@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 **04 February 2026 at 14:00 hours Dhaka time** ("the Deposit/upload in separate envelopes in the attached link in:

the e-tendering portal- https://ungm.in-tend.co.uk/who

(use Bid reference in subject line)

To be complete, a proposal shall include:

- A technical proposal, in a separate file attachment as described under part 2 above, labelled as Technical Proposal for conducting a **NCD Risk Factor Survey on FDMN**, including understanding availability of national data, reporting and monitoring systems.
  The Technical Proposal shall be separated from Financial Proposal and **No financial information shall be indicated in the Technical Proposals, noncompliance to which will lead to rejection of the bid.**
- A financial proposal in a separate file attachments, as described under part 2 above labelled as Financial Proposal for **NCD Risk Factor Survey on FDMN**;
- 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: RFP/SEARO/BANGLADESH/2026/001 .

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:

Expertise and Experience of the firm	200
Quality of the overall proposal	250
Experience and qualification of the personnel proposed for the survey	250
TOTAL	**700**

The scoring scale per criteria was defined as follows:

Criteria evaluated as:	Based on the following supporting evidence:	Corresponds to the score of:

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 [**490**] 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,
Ms Kristel Kadak-Rahman,
Operation Specialist

Annexes

1. Detailed Terms of Reference
2. Confidentiality Undertaking
3. Vendor Information Form
4. Contractual provisions
5. Template for technical proposal and detailed technical evaluation criteria.
6. Financial Proposal Template
7. Self Declaration Form
8. Statement of Conformity
9. Statement of Copyright/Intellectual Property Right and Data ownership annexes if required
10. Survey protocol

Appendix-1: Technical Service Agreement (TSA) template and General Conditions of TSA

Annex 1: Detailed Terms of Reference

Complete below or leave the following wording: See attached document.

1. Purpose of the TSA

The purpose of this Technical Service Agreement (TSA) is to engage a qualified institution to design and implement an NCD risk factor survey among Forcibly Displaced Myanmar Nationals in Cox's Bazar, using the WHO STEPS methodology. This assignment will provide reliable baseline data on behavioral, physical, and biochemical risk factors in a refugee population where evidence is limited. The findings will support planning, prioritization, and integration of NCD services in the humanitarian health response. The survey alone will generate the information needed for evidence-based decision making, resource allocation, and long-term development of a comprehensive NCD programme in displaced and host communities.

2. Background

Noncommunicable diseases are becoming a major public health burden among displaced populations. The Rohingya refugee crisis represents one of the largest humanitarian emergencies in the world, with nearly one million forcibly displaced Myanmar Nationals (FDMN) living in Cox's Bazar. Evidence on NCD risk factors in this population remains limited. A systematic NCD risk factor survey based on the WHO STEPS methodology will support policy planning, resource allocation, and integration of NCD services within the humanitarian health response.

3. Planned timelines (subject to confirmation)

Start date: 01/03/2026 End date: 30/08/2026

Total duration: 06 months

4. Requirements - Work to be performed

Objective 1: Within six months of contract signature, a WHO STEPS NCD risk factor survey will be completed according to the provided protocol among at least 3810 adults aged 18 years and above living in designated Rohingya camps in Cox's Bazar. The survey will include questionnaire data, physical measurements, and biochemical assessments, and will produce a cleaned, validated dataset with at least 95 percent completeness and documented quality assurance at every stage.

Task 1.1: Taking ethical clearance from local Institutional review board (IRB), Research review committee (RRC) and Ethical review committee (ERC), fieldwork plan, and training for data collectors and laboratory staff.

Task 1.2: Field implementation is carried out and completed, including household-level data collection, physical measurements, laboratory specimen collection and laboratory test according to WHO STEPS standards, followed by data entry, cleaning, validation, and submission of a complete dataset and analytical report to WHO.

Objective 2: Quality of biochemical tests must be ensured by the provider.

Task 2.1: All the biochemical tests for the survey must be conducted in any certified (ISO/JCI) laboratory. Provider can also conduct the biochemical tests at the WHO supported laboratory in Cox's Bazar with the actual cost of test reagents. All the biochemical tests must be done in the same laboratory.

5. Output:

The following outputs are expected. Delivery dates are indicative and will be finalized in consultation with WHO during the inception phase.

Output 1 — Survey design package:

Format: Inception report with provided survey protocol, training plan, and ethical clearance from local Institutional review board (IRB), Research review committee (RRC) and Ethical review committee (ERC).

Indicative delivery date: Within 4 weeks of contract signing

Output 2 — Field team training and logistics setup.

Format: Training completion report, list of trained personnel.

Indicative delivery date: Within 6 weeks of contract signing.

Output 3 — Completion of data collection in selected camps.

Format: Monthly field progress reports, quality control logs, and supervisor verification forms

Indicative delivery date: Months 3 to 4 of implementation.

Output 4 — Cleaned and validated dataset.

Format: Digital files (SPSS, Stata, or R, plus Excel) with data dictionary and codebook

Indicative delivery date: Within 5 months of contract signing.

Output 5 — Analytical report and dissemination materials.

Format: Final analytical report with tables and figures, and PowerPoint presentation for stakeholder dissemination.

Indicative delivery date: Within 6 months of contract signing.

6. Inputs

WHO, through the designated Technical Officer, will provide the following inputs to support implementation of the assignment:

- Technical guidance on application of the WHO STEPS methodology, including access to standard survey tools, training materials, and data management templates.
- Coordination support with government counterparts, Civil Surgeon Office Cox's Bazar, Refugee Relief and Repatriation Commissioner, and relevant humanitarian sectors to facilitate field access and necessary approvals.
- Introduction to key stakeholders in the camps, including Health Sector partners and community leadership structures, to support mobilization and safe survey implementation.
- Oversight and technical review of sampling design, training plans, quality assurance procedures, and analysis frameworks.
- Feedback on all draft deliverables and participation in regular progress review meetings.
- Access to existing secondary data, relevant reports, and available mapping information to inform sampling and field planning.
- Provider can conduct the biochemical tests at the **WHO supported laboratory in Cox's Bazar with the actual cost of test reagents.**

7. Activity Coordination & Reporting

Technical Officer:	**Dr. Shahriar Faruque, National Professional Officer, NCD and Mental Health, WHO SO Cox's Bazar.**	**Email:**	**faruques@who.int**
For the purpose of:	Technical supervision and instructions - Reporting		
Administrative Officer:	**Puneet Dhingra, AFO, WHO SO Cox's Bazar**	**Email:**	**sebanprocurement@who.int**
For the purpose of:	Contractual and financial management of the contract		

8. Characteristics of the Provider

The provider must be an institution / organization with demonstrated capacity to design and implement population-based health surveys in low-resource or humanitarian settings. The team should collectively meet the following characteristics:

- Technical expertise in epidemiology, public health research, and implementation of WHO STEPS surveys, including sampling, field training, lab protocols, data analysis and report writing.
- Documented experience conducting health or NCD related surveys in Bangladesh or similar displacement contexts, ideally with previous work in Cox's Bazar or Rohingya camps. Please refer to Mandatory/Desirable experience parts of Section 1 above.
- Qualified staff including at minimum an epidemiologist, statistician or data manager, field coordinator, and trained supervisors for data collection. Please refer to Staffing part under Section 1 above.
- Operational presence and logistical capacity to mobilize teams, equipment, transport, and specimen handling in temporary settlements and camp environments.
- Language skills in Bangla and English, and ability to engage Rohingya-speaking community volunteers.
- Financial and administrative systems to manage project budgets, procure equipment, and ensure timely reporting and documentation.

9. Place of assignment

The primary place of assignment will be the ***Rohingya camps*** in Ukhiya and Teknaf upazilas, Cox's Bazar District, Bangladesh. The provider will be required to conduct fieldwork in selected camp locations and may also need to visit the Civil Surgeon Office and relevant laboratories within Cox's Bazar for coordination and specimen analysis. Travel within Cox's Bazar District will be necessary for field supervision, training, data collection, and stakeholder meetings. No international travel is anticipated under this assignment.

Annex 2: Confidentiality Undertaking

1. The World Health Organization (WHO), acting through its Department of Non-communicable diseases, has access to certain information relating to STEP Survey on NCD risk factors among Rohingya population 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 "NCD Risk Factor Survey on Forcibly Displaced Myanmar Nationals based on WHO STEPS protocol" ("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: *If available – Refer to WHO website for registration process**	
Legal Company Name: *(Not trade name or DBA name)*	
Company Contact:	
Address:	
City:	State:
Country:	**Zip:**
Telephone Number:	Fax Number:
Email Address:	**Company Website:**
Corporate information:	
Company **mission statement**	
Service commitment to customers and measurements used *(if available)*	
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) – *Please attach reference and contact details*	
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.

Annex 5: Template for technical proposal and detailed technical evaluation criteria:

Template for technical proposal:

- Background, proposed method and workplan, timeline with detailed activities and deliverables in alignment with terms of reference mentioned in this RFP.
- Organizational Profile
- Description of each of the team members for this project including qualifications, skills and experience relevant to the work (Please attach brief CV within maximum 2- 3 pages)
- List of similar kind of work experience/ past/ongoing projects, done by the organization (examples of contracts, certificates, license, report etc.

Technical Evaluation and selection criteria guidelines and matrix of Proposals:

- Two-stage procedure will be followed in evaluating the proposals, with technical evaluation of the proposal being completed prior to any focus on or comparison of prices.
- The Technical proposal will be opened initially and the bids which passed preliminary examination/scrutiny process in the light of instructions to bidders will be evaluated by the concerned teams of WHO.
- During the technical evaluation process, financial envelopes will remain sealed/unopen. The financial bids of the successful bidders, whose proposal are compliant in terms of the requirements of the bid, will be considered eligible for financial evaluation.

Detailed technical evaluation criteria:

WHO shall determine the qualification of the bidders for concluding the desired work in terms of Legal Entity and Eligibility for the RFP on "PASS/FAIL (YES/NO)" basis as per the qualification criteria detailed under Table below. If bidder(s) fails to pass the following qualification questions, they will not be considered for next step e.g. evaluation of bids/quotations as per the detailed weighted evaluation criteria and scoring matrix stage.

"PASS/FAIL (YES/NO)" – Questionsstage.

Requirement	Qualification Criteria	Supporting Documents to be provided by the bidder	YES/NO
Registered as a legal entity in Bangladesh	Legal entity of the bidder	Copies of up-to-date Trade license and or certificate of incorporation or registration certificates with National Board of Investments or NGO Affairs Bureau.	
At least 5 years' experience in conducting research/survey on Public health projects	Total relevant Experience	Work completion certificate from any procurement entity to prove the experiences	
Can deploy a team of at least 15 Surveyors/Data Collectors in the field who are at least HSC education and have working experience (at least 2 nation-side data collections/surveys related to Health)	Technical Capacity	Signed Statement of the bidders (in their letterhead)	

Requirement	Qualification Criteria	Supporting Documents to be provided by the bidder	YES/NO
Past performance of the bidder(s) with WHO is satisfactory and without any internal limitation/restrictions for future contracts by WHO (applicable only for bidders who had performed/is performing for WHO under any contract with WHO Bangladesh).	Eligibility of the bidder	Internal review report (of WHO-bidders are not required to submit any documents).	
The company is compliant with the up-to-date tax/vat rules/regulation of the Government of Bangladesh	VAT Compliant Organization	up-to-date TIN Certificate	
Capable to operate with all applicable local rates and costs for the expert (technical) and field services	Eligibility of the bidder	Signed Statement of the bidders (in their letterhead)	
Have reputation and reliability in the development / humanitarian field of Bangladesh with capability to associate with other organization/individual to enhance their qualifications as per Technical Requirements.	Eligibility of the bidder	Signed Statement of the bidders (in their letterhead)	
Capable to implement the desired work/projects in specified location (project sites) utilizing own existing administrative, operational and logistical resources to implement the projects without adding up Overhead costs to the Purchaser (WHO).	Eligibility of the bidder	Signed Statement of the bidders (in their letterhead)	
No pending Criminal/Civil lawsuits against the bidder's company/firm	Eligibility of the Bidder as per WHO criteria	Signed Self Declaration Form Signed Statement of Conformity	
The bidder's company/firm is not declared "Bankrupt/Ineligible/Banned" by any of the court in the country			
There is no pending major lawsuits and litigations against the bidder's company/firm in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institution/company			
The bidder's company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country			

Detailed Evaluation and selection guidelines and matrix of Proposals:

Bidders are required to read the specification, requirements, specific quality questions, and selection criteria, weighted methodology, evaluation criteria, scoring and prices schedule/template, as outlined in this RFP document to submit a substantial/complete bid. Your bid submission with required information, proof and supporting documents/evidence are expected to provide WHO the details of the information WHO requires and ultimately, contribute to assess/carry out proper evaluation of your capability in providing the required services. The basics of the evaluation and awarding processes are provided below:

5.1. Award, Scoring and Weigh age System/Methodology:

i. The bid of "the highest overall Technical and Financial scores" of **1,000** points will be awarded.

ii: Score/Point distributed as per the Weighting matrix in Part iv in this RFP: 700 points for Technical Proposal and 300 points for the Financial Proposal.
iii. **A minimum of 70% (490 out of 700)** is required to be considered technically qualified for this work.

5.2 Scoring and Weighting System: The weight/weighted scale as provided below under iii, weighted evaluation criteria and points/scores for each criterion/sub-criterion under Technical Evaluation with total points (700) are provided below under iv:

5.3.1 Scoring Scales/Methodology - Overall

0	Non-compliant, fails to satisfy specified requirements.
40%	Marginally acceptable evidence of ability to support contract requirements
70%	Satisfactory evidence of ability to support contract requirements
90%	Good evidence of ability to exceed contract requirements
100%	Excellent evidence of ability to exceed contract requirements

Detailed evaluation criteria:

A. Expertise and Experience of the firm (200)

A.1	General organizational strength: **50** Marks • Background of the organization (year of establishment, goal/objectives, ongoing projects): **15** • Profile of the organization with achievements made so far: **15** • Management structure (Organogram) of the organization, total number of relevant experts and professionals, is capable to ensure quality assurance, timeframe/log frame of the work with monitoring, analysis, evaluation Signed Statement of the bidders (in their letterhead) and reporting mechanism in place: **20**
A.2	Experience in conducting research/survey on public health projects: **50** Marks • 7 years or above: 50 marks • 6 years: 45 marks • 5 years: 35 marks • 4 years: 20 marks • < 4 years: 0 marks
A.3	Having experienced of concluding at least one technical piece of work in Public Health with WHO, or other international organizations and/or major institution. 1 work: 50 marks No work: 0 marks
A.4	Having experience in conducting at least 1 contract/assignment using WHO STEPWise survey. 1 work: 50 marks No work: 0 marks

B. Quality of the overall proposal: 250 Marks

B.1	Understanding on the assignment (*viz* the level of understanding on the assignment, requirements and presentation as outlined under the RFP): **100** Marks
B.2	The work methodology and feasibility (baseline assessment, explore gaps and opportunities, including understanding availability of national data, reporting and monitoring systems): **100 points**

B.3	The work plan (include work schedule, task's description, roles and responsibilities of key personnel, risks associated with the assignment and minimization, communication plan): **50 points**

C. Experience and qualification of the personnel proposed for the survey: 250 Marks

C.1	**Team Lead (Principal Investigator): 80 Marks**
	C.1.1 Educational background: **25 Marks** • Medical Graduation with Master's Degree / PHD in Public health: 25 marks • Graduation in Public Health or Statistics or relevant field): 15 Marks • Others: 0 marks
	C.1.2 Working experience in the field of public health projects: **25 Marks** • 15 years and above: 25 marks • 12-14 years and above: 22.5 marks • 10 years and above: 17.5 marks • 8-9 years: 10 marks • <8 years: 0 marks
	C.1.3 Number of research / surveys, where worked as a team lead/principal investigator: **30 Marks** • 7 or more assessment/research/project: 30 marks • 6 assessment/research/project: 27 marks • 5 assessment/research/project: 21 marks • 1 assessment/research/project: 12 marks • <1 assessment/research/project: 0 marks
C.2	**Coordinator / Assistant Team Lead: 40 points**
	C.2.1 Educational background: **15 Marks** • MBBS with MPH in public health or relevant field in any discipline: 15 marks • Bachelor Degree in public health or relevant field: 10 marks • Others: 0 marks
	C.2.2 Working experience in public health: **25 Marks** • 7 or more years: 25 marks • 6 years: 22.5 marks • 5 years: 17 marks • 3-4 Year: 10 • =< 2 Years: 0 marks
C.3	**Statistician: 40 Marks**
	C.3.1 Educational background: **20 Marks** • Master's Degree in Statistics/ Biostatistics/Applied Statistics: 20 marks • B. Sc. Statistics/ Biostatistics/Applied Statistics: 14 marks • Others: 0 marks
	C.3.2 No of public health survey / research analysis experience: **20 Marks** • 7 or more public health survey / research analysis: 20 marks • 6 or more public health survey / research analysis: 18 marks • 5 or more public health survey / research analysis: 14 marks • 3-4 or more public health survey / research analysis: 10 marks • =< 2 public health survey / research analysis: 0 marks

C.4	**Training officer: 30 points**
	C.4.1 Educational background: **10 Marks** • MBBS with MPH in public health or relevant field: 10 marks • Higher University degree in public health or relevant field: 7 marks • Others: 0 marks
	C.4.2 Working experience in public health research / survey: **20 Marks** • 7 years and above: 20 marks • 6 years: 18 marks • 5 years: 14 marks • 3-4 Yar: 8 marks • =< 2 year: 0 marks
C.5	**Quality Control Officer: 30 points**
	C.5.1 Educational background: **10 Marks** • Master's degree in any discipline 10 marks • Bachelor's degree in any discipline: 7 marks • Others: 0 marks
	C.5.2 Working experience in public health research / survey: **20 Marks** • 7 years and above: 20 marks • 6 years: 18 marks • 5 years: 14 marks • 4 years: 8 marks • =< 3 year: 0 marks
C.6	**Supervisors: 30 points**
	C.6.1 Educational background: **10 Marks** • Master's degree in any discipline 10 marks • Bachelor's degree in any discipline: 7 marks • Others: 0 marks
	C.6.2 Working experience in public health research / survey: **20 Marks** • 7 years and above: 20 marks • 6 years: 18 marks • 5 years: 14 marks • 4 years: 8 marks • =< 3 year: 0 marks

Financial Evaluation:

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

Financial Scoring and Weighting System:

All technical qualified proposals will be scored out of 300 based on the formula provided below. The maximum points (300) will be assigned to the lowest financial proposal. All other proposals received points according to the following formula:

$p = y\ (\mu/z)$

Where:

p = points for the financial proposal being evaluated
y = maximum number of points for the financial proposal
μ = price of the lowest priced proposal
z = price of the proposal being evaluated

Annex-6: Financial Proposal – Currency in BDT

Proposed template of financial proposal:

The financial proposal should include a breakdown of overall price and cost of each line item proposed in the *'terms of reference based workplan'* under the headings below:

	Breakdown of Overall Price (in BDT)			
Line item as per work plan	**Number**	**Unit rate**	**Day/ Month**	**Total**
Expert services costs including team leader, technical officer etc.				
Project related Expenses (Desk review, expert consultation with multiple stakeholders and meetings)				
Cost of clinical investigation per patient*				
Rental of ICT equipment (TAB, Laptops etc.)**				
Other costs if any (Please specify)				
VAT on total cost				
Total cost with VAT				

* Cost of clinical investigation per patient will include service charge+ kits+ reagents/consumables etc.) in their own Laboratory of the Contractual partner or WHO referred laboratories of WHO.
If bidder opted to conduct the clinical investigation WHO reference laboratories, they should quote cost of kits+ reagents/consumables (without any service charge).
***** Procurement of ICT equipment are discouraged. If necessary, bidders may opt to quote of the required equipment on rental basis.***
*VAT: WHO will take into account of payment of the VAT amount (No AIT) on total quoted cost provided that the Supplier submits to WHO, along with the final invoice/bills: (i) Mushak 6.3 of National Board of Revenue (NBR), Government of Bangladesh as per prescribed format to be provided by WHO (ii) Online Treasury Challan of deposited amount in favor of WHO (with details of WHO Purchase Order/Contract Number, Date etc. as per prescribed format to be provided by WHO) (iii) other relevant documents if requires by NBR.
-Contract will be issued without the VAT and contractual partner supplier will be sole responsible for payment of VAT.
- WHO is exempted for payment of AIT and hence, bidder shall not include AIT in the quotation.

In Word: .....
Important Note:
THE WORLD HEALTH ORGANIZATION (WHO) DOES NOT ENTERTAIN ANY OVERHEAD/ ADMINISTRATIVE COSTS WHATSOEVER OF THE BIDDERS FOR THE IMPLEMENTATION OF PROPOSED TECHNICAL WORK. THEREFORE, NO SUCH OVERHEAD/ ADMINISTRATIVE COSTS SHOULD BE INCLUDED IN THE BIDS
Signature of the Bidder with the date and rubber stamp:

Signature of the Bidder with
the date and rubber stamp:

Name:

Date:

Annex 7: Self Declaration Form

Applicable to private and public companies

<**COMPANY**> (the "Company") hereby declares to the World Health Organization (WHO) that:

1. it is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning the foregoing matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

2. it is solvent and, in a position, to continue doing business for the period stipulated in the contract after contract signature, if awarded a contract by WHO;

3. it or persons having powers of representation, decision making or control over the Company have not been convicted of an offence concerning their professional conduct by a final judgment;

4. it or persons having powers of representation, decision making or control over the Company have not been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour, human trafficking or any other illegal activity;

5. it is in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the national legislation or regulations of the country in which the Company is established;

6. it is not subject to an administrative penalty for misrepresenting any information required as a condition of participation in a procurement procedure or failing to supply such information;

7. it has declared to WHO any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;

8. it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect benefit (financial or otherwise) arising from a procurement contract or the award thereof;

9. it adheres to the UN Supplier Code of Conduct;

10. it has zero tolerance for sexual exploitation and abuse and has appropriate procedures in place to prevent and respond to sexual exploitation and abuse.

The Company understands that a false statement or failure to disclose any relevant information which may impact upon WHO's decision to award a contract may result in the disqualification of the Company from the bidding exercise and/or the withdrawal of any proposal of a contract with WHO. Furthermore, in case a contract has already been awarded, WHO shall be entitled to rescind the contract with immediate effect, in addition to any other remedies which WHO may have by contract or by law.

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

Annex: 8

Date:

To
Operations Specialist
WHO Bangladesh

Statement of Conformity

1. No pending Criminal/Civil lawsuits against our company/firm.
2. Our company/firm is not declared "Bankrupt/Ineligible/Banned" by any of the court in the country.
3. There is no pending major lawsuits and litigations against our company/firm in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement) against the Institution/company.
4. Our company/firm has not received any sanctioned by any UN Agencies, World Bank/ADB or diplomatic missions in the Country.

Signature

Name of the Company

Official Stamp

Annex 9- Statement of Copyright

The Contractor warrants and represents to WHO as follows:

1. The deliverables including master copy with source codes, contents database shall meet the specifications called for in the Contract and shall be fully adequate to meet their intended purpose for the entire duration. The Contractor furthermore warrants that the deliverables shall be complete and error-free.

2. There shall remain no bifurcation or hidden codes or contents or materials that may come up after the completion of the delivery, for which WHO may or may not be required to pay.

3. The Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least one year after completion of the work. It is agreed, however, that errors and other defects which have been caused by modifications to the deliverables made by WHO without agreement of the Contractor are not covered by this paragraph.

4. The Contractor shall not use, supply, provide or disseminate source codes or contents or materials or database delivered to WHO for the purpose of this work of WHO to other parties/entities at cost or no cost.

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

6. The deliverables master copy with source code and content developed shall be delivered to WHO after completion of project.

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

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

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

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

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

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

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

Signature, Name of the Company

Annex 10: Survey Protocol

Title: NCD Risk Factor Survey on Forcibly Displaced Myanmar Nationals based on WHO STEPS protocol 2025-2026.

Acronym list:

BBS:	Bangladesh Bureau of Statistics
BMI:	Body Mass Index
BP:	Blood Pressure
COPD:	Chronic Obstructive Pulmonary Disease
CS:	Civil Surgeon
CVD:	Cardiovascular Disease
DBP:	Diastolic Blood Pressure
DM:	Diabetes Mellites
FDMN:	Forcibly Displaced Myanmar Nationals
HHQ:	Household Questionnaire
INGO:	International Non-Government Organization
MET:	Metabolic Equivalent
NCD:	Non-communicable Disease
NGO:	Non-Government Organization
BMU:	Bangladesh Medical University
PSU:	Primary Sampling Unit
RRRC:	Refugee Relief and Repatriation Commissioner
SBP:	Systolic Blood Pressure
FCTC:	Framework Convention on Tobacco Control
STEPS:	STEP wise Surveillance
WHO:	World Health Organization

Background:

Non-Communicable Diseases (NCDs) are responsible for an estimated 74% of all deaths globally, with a disproportionate impact on low- and middle-income countries (1). These chronic conditions are primarily driven by a set of modifiable risk factors, including tobacco use, unhealthy diet, physical inactivity, harmful use of alcohol, and metabolic abnormalities such as hypertension, obesity, and elevated blood glucose (1). Moreover, various epidemiological studies show a wide range of prevalence of psychological symptoms, such as depression is from 12% to 89%, PTSD is from 3.7% to 61%, and anxiety is from 9% to 70% (2).

In humanitarian contexts, where populations are forcibly displaced, health systems are often overstretched, and access to care is limited, NCDs present a growing but under-recognized public health threat (3). The commonly referred to as the Rohingya population, who have been residing in the refugee camps of Cox's Bazar, Bangladesh since the mass displacement in 2017, represent one of the most vulnerable and underserved groups in the region (4).

The focus in humanitarian health response has traditionally been on communicable diseases, maternal and child health, and acute malnutrition. However, there is increasing recognition that displaced populations are also at high risk for developing or worsening NCDs due to stress, poor living conditions, disrupted access to medications, and long-term dependence on humanitarian aid (5). Despite this recognition, there is currently a lack of systematically collected data on the prevalence of NCDs and their risk factors among the Rohingya refugee population, limiting the ability of health actors to design, prioritize, and implement effective interventions (6).

To address this evidence gap, a comprehensive NCD risk factor survey will be conducted among the Rohingya refugees during 2025–2026, using the World Health Organization STEPwise Approach to Surveillance (WHO STEPS) protocol. The WHO STEPS methodology offers a standardized, globally comparable framework for collecting, analysing, and disseminating data on key NCD risk factors through three distinct levels of assessment:

- Step 1 (questionnaire on behavioural risk factors),
- Step 2 (physical measurements such as height, weight, and blood pressure), and
- Step 3 (biochemical assessments such as blood glucose and cholesterol) (7).

The approach enables countries and stakeholders to gather reliable baseline data that can be tracked over time to assess trends and monitor the impact of interventions.

The implementation of the STEPS survey within the Rohingya context marks a critical progression toward integrating NCD care into humanitarian health services and aligning response efforts with national NCD strategies aims to reduce premature mortality from NCDs (8). In addition, the survey will support evidence-based planning, improve advocacy for equitable health financing, and facilitate multisectoral collaboration among government agencies, UN bodies, and humanitarian organizations.

This protocol presents the rationale, objectives, methodology, and implementation framework for the NCD risk factor survey in the refugee population, along with its anticipated significance in shaping future health interventions and policies in both humanitarian and development settings.

Rationale:

The global burden of non-communicable diseases (NCDs) has escalated to crisis levels, accounting for approximately 74% of all deaths worldwide (1). This burden is particularly pronounced in low- and middle-income countries, where health systems often lack the infrastructure and resources to prevent, detect, and manage chronic diseases effectively (1,9). In humanitarian contexts—such as among the Rohingya refugee camps residing in Cox's Bazar, Bangladesh—the burden of NCDs and mental health conditions is further compounded by the vulnerabilities associated with displacement, including overcrowded living conditions, limited access to specialized healthcare services, poor nutrition, and prolonged psychosocial stress (2,3,5). Despite these risk-enhancing conditions, there remains a significant gap in systematically collected data on NCD prevalence and associated risk factors within this population (6).

Although the current healthcare services for the refugee population in Cox's Bazar have begun to place greater emphasis on NCDs and mental health issues, the primary focus of humanitarian health responses continues to be on communicable diseases, reproductive health, and nutrition (4). Without reliable and representative data, it is difficult for health authorities, humanitarian actors, and development partners to design targeted interventions, allocate resources effectively, or evaluate the impact of existing NCD and mental health programs. Furthermore, the absence of up-to-date baseline data prevents the tracking of trends and inhibits understanding of how displacement and camp conditions contribute to long-term health risks.

The WHO STEP-wise Approach to NCD Surveillance (STEPS) offers a globally standardized, flexible, and cost-effective methodology for collecting essential data on key NCD risk factors (7). By applying the WHO STEPS protocol, the proposed survey will generate population-level data on behavioural (e.g., tobacco use, diet, physical activity), physical (e.g., body mass index, blood pressure), and biochemical (e.g., blood glucose, cholesterol) risk factors and mental health condition among the camps population. These findings will not only offer a comprehensive snapshot of NCD risk factors and mental health profiles in this vulnerable group but will also facilitate the integration of prevention and care into the existing primary and secondary healthcare services provided in the camps.

Conducting this survey aligns with both national and global health priorities, including the Government of Bangladesh's National NCD Action Plan and Sustainable Development Goal (SDG) 3.4, which targets a one-third reduction in premature mortality from NCDs by 2030 (8). The survey also supports the humanitarian–development–peace nexus by ensuring that displaced populations are included in the broader response to the global NCD epidemic.

So, this is conclusive that NCD risk factor and mental health survey using the WHO STEPS protocol is a critical and timely initiative. It will provide essential evidence to inform policy, enhance service delivery, advocate for inclusive health financing, and promote health equity by ensuring that the refugee population is not left behind in the global NCD and mental health response.

Objectives:

Primary Objective:
To assess the prevalence of key behavioural and biological risk factors for NCDs and mental health issues among the Rohingya refugee population in the camps of Cox's Bazar.

Secondary Objectives:
1. To determine the prevalence of behavioural risk factors, including tobacco use, physical inactivity, unhealthy diet (e.g., low fruit and vegetable intake, average population salt consumption), and harmful use of alcohol, among adults aged 18–69 years in the Rohingya refugees.
2. To measure the prevalence of biological risk factors (raised blood pressure, overweight, obesity, raised blood glucose and total cholesterol and abnormal blood lipids) in the refugee population.
3. To examine the distribution of NCD risk factors across demographic variables, such as age, sex, education level, and camp location.
4. To measure the prevalence of depression and suicidal risk in the Rohingya refugee population.

Methodology:

a. Overview:
This survey will be conducted among the Rohingyas residing in the refugee camps of Cox's Bazar, Bangladesh, following the WHO STEPwise Approach to Surveillance (STEPS). It will collect data on behavioral, physical, biochemical risk factors for NCDs and about depression and suicidal risk. The methodology includes a cross-sectional design with standardized tools, structured field implementation, and a multi-organizational coordination mechanism.
b. Study Population:
The study population includes adults (aged 18–69 years) living in Rohingya camps in Ukhiya and Teknaf upazilas of Cox's Bazar.

b. Study Design:
A cross-sectional, population-based survey using the WHO STEPS framework, which includes:
Step 1: Behavioral risk factor assessment through interviews.
Step 2: Physical measurements (height, weight, waist circumference, blood pressure).
Step 3: Biochemical assessments (fasting blood glucose, total cholesterol).

c. Inclusion/Exclusion Criteria:
• Inclusion criteria: Adults aged 18–69 years, residing in selected camps for at least 6 months, who provide informed consent.
• Exclusion criteria: Pregnant women, individuals with mental/physical disabilities that prevent participation, and those acutely ill at the time of survey.

d. Duration of the project:
• Total Duration: 11 months (October 2025 – August 2026).
• Duration of data collection: 2 months (March 2026 – April 2026).

e. Sample Size Estimation:
• Sample size will be estimated using WHO STEPS guidelines considering: prevalence of hypertension in Rohingya Refugee (14.5%)10.

• Sample Size Formula:

Where:
n = required sample size
Z = z-score for desired confidence level (typically 1.96 for 95%)
p = expected prevalence of the indicator (0.145)
d = desired margin of error (e.g., 0.05 for ±5%)

• Basic Sample Size Calculation (assuming p = 0.5, d = 0.05)

• Adjustment for Design Effect (Deff).
Commonly Deff = 2
n design =190.504944×2= 381.009888

• Adjustment for non-response (20%):
n final = 381.009888/0.8 = 476.26236

• Sample size for each reporting domain = 490 individuals.
• Number of domains (sex, age group) = (2X4) = 8.
• Final sample size = 476.26276X 8 = 3810.09888.
i.e. 3810

f. Sampling:
A multi-stage cluster sampling technique will be used:
1. Stage 1: Selection of blocks of each camp.
2. Stage 2: Systematic random sampling of households.
3. Stage 3: One eligible adult randomly selected per household.

g. Questionnaire:
• WHO STEPS instrument (translated into Bangla and Rohingya dialects, pretested)
• Modules: demographics, tobacco/alcohol use, diet, physical activity, medical history, physical/biochemical measurements, mental health-depression, and suicide-mental health.

h. Field Work:
• Recruitment: Enumerators, supervisors, and phlebotomists will be hired by implementing agency.
• Training: 7-day training on NCD risk factors, ethics, data collection tools, anthropometric/biochemical procedures and mental health related questions.
• Data Collection: Digital tablets for Steps 1 and 2; lab kits for Step 3 samples.
• Supervision: Daily field monitoring by supervisors and weekly reviews by central team of implementing agency and WHO.

i. Data Management and Analysis:
• Data Entry: Real-time digital data entry on tablets.
• Data Storage: Secure cloud-based server with backup.
• Data compilation and cleaning.
• Data anonymization.
• Data weighting for representation of FDMN population.
• Analysis: Descriptive and multivariate analysis using STATA/SPSS.

Link to Objectives:

Objective	Variable	Analysis Type
Behavioral risk factors	Smoking, diet, physical activity	Frequencies, logistic regression
Physical/biochemical	BMI, BP, glucose	Mean, SD, prevalence estimates
Demographic patterns	Age, sex, location	Stratified analysis

j. Quality Assurance Measures:

To ensure high-quality implementation of the STEPS survey on NCD risk factors in the Rohingya camps of Cox's Bazar, a comprehensive quality assurance framework must be applied across all phases of the study. Prior to data collection, special emphasis will be given to the recruitment and training of enumerators. Enumerators will be carefully selected, prioritizing individuals with proficiency in the Rohingya language. They will undergo extensive training not only on the technical aspects of the WHO STEPS methodology but also on ethical considerations, cultural sensitivity, and interpersonal communication. The survey instruments themselves will be translated into the Rohingya dialect and back-translated to ensure precision and cultural appropriateness. A pilot study in a representative camp setting will be carried out to test the practicality of the survey instruments, assess respondent comprehension, and identify any necessary adjustments in skip patterns, consent processes, or phrasing.

During field implementation, rigorous supervision and monitoring are critical. Supervisors will be deployed alongside enumerators to provide daily oversight, review completed interviews, and conduct random spot checks and re-interviews on a subset of participants to verify accuracy and consistency. Data collection will ideally be conducted using electronic devices. This will minimize human error and allow daily synchronization with a central database for review by the data management team. Real-time dashboards can highlight missing information, logical inconsistencies, or unusual response patterns so that corrective action can be taken immediately. Equally important is the standardization of physical and biochemical measurements. Enumerators will be regularly assessed for inter- and intra-observer reliability, and all equipment, such as blood pressure monitors, weighing scales, and glucometers, will be calibrated regularly to ensure accuracy. Ethical safeguards will also be integrated into the quality assurance framework, with enumerators required to obtain informed consent in the local dialect. Participants identified with serious health risks, such as elevated blood pressure or high blood sugar levels, will be provided with appropriate referral information to access healthcare services available in the camps.

After the completion of fieldwork, data verification will involve double-checking. Feedback loops will be established through debriefing sessions with enumerators and supervisors to discuss challenges faced in the field and identify areas for improvement in future rounds.

Finally, documentation is a central component of quality assurance. A logbook will be maintained throughout the survey process, recording details of training attendance, equipment calibration, supervisory field visits, and findings from re-interviews. This log will also document any deviations from the standard STEPS protocol if that were required due to the unique humanitarian context of the Rohingya camps, along with clear justifications for those adaptations. Such documentation will not only enhance transparency but also contribute to accountability and learning for future surveys.

l. Campaign to make the population aware of the survey with biological sample collection:

A community awareness campaign can make the population well-informed and supportive to the survey, particularly as it involves the collection of biological samples. Prior to the start of data collection, clear and culturally appropriate messages will be disseminated through trusted channels such as community leaders, Majhis, Imams, and health workers. The campaign will explain the purpose of the survey, the importance of biological measurements in understanding non-communicable disease risks, and how this information will benefit the community by improving health services. It must emphasize that participation

is voluntary, samples will be collected safely and confidentially, and results will not be used for any purpose other than health monitoring. Awareness activities will include small group discussions, information sessions at healthcare facilities, posters, and leaflets in the Rohingya dialect to build trust and transparency. By engaging the community early and addressing concerns openly, the campaign will help to reduce fear and misinformation, increase acceptance, and ensure successful participation in the survey.

I. Responsibilities of Different Organizations:

Organization	Roles and Responsibilities
Ministry of Health (Civil Surgeon)	Oversight, approvals, integration into national reporting
WHO	Technical support, tool adaptation, training modules
RRRC	Approval, coordination in camps, access facilitation, logistics support
Implementing Organization	Field implementation, data collection, community engagement, Data analysis, report writing, dissemination.

Gantt Chart: Activity Implementation Timeline (2025-2026)

Activity	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26
Planning and Coordination	●	●									
Tool Finalization & Pretesting		●	●	●							
Recruitment & Training				●	●						
Pilot Testing						●					
Field Data Collection							●	●			
Data Cleaning & Analysis									●	●	
Report Writing & Dissemination											●

Ethical issues:

The NCD Risk Factor Survey among the Rohingya Refugee population in Cox's Bazar will adhere strictly to national and international ethical standards for research involving human participants. The study protocol, instruments, and consent procedures will be reviewed and approved by a local Institutional Review Board (IRB) as well as the Ethical Review Committee of WHO Bangladesh and SEARO.

All participants will be provided with detailed information about the survey objectives, procedures, risks, and benefits in their native language (Rohingya or Bangla). Written informed consent (or thumb-printed consent in the case of illiterate participants) will be obtained prior to participation. For participants requiring biochemical measurements (Step 3), special consent will be taken for blood sample collection.

Participants will have the right to refuse or withdraw from the survey at any time without penalty or loss of benefits. Privacy and confidentiality will be strictly maintained through anonymized data collection and secure data storage systems. Survey staff will receive training in ethical conduct, sensitivity to the refugee context, and referral procedures for participants found with serious health conditions.

The study will also adhere to WHO's guidance on conducting STEPS surveys and the ethical principles outlined in the Declaration of Helsinki.

Risk Analysis and Mitigation Plan:

Sl no	Potential Risk	Risk Category	Mitigation Strategy
01	Limited access to camps due to administrative or security restrictions	Operational / Logistical	Early coordination with RRRC, CiC offices, and relevant agencies; obtain official permissions in advance.
02	Participant refusal or low response rate	Data Quality / Human	Community sensitization through local leaders and community health workers; culturally adapted consent process.
03	Language and cultural barriers	Communication	Use trained local Rohingya-speaking enumerators; translate tools into Bangla and Rohingya dialects.
04	Incomplete or inaccurate data collection	Data Quality	Provide intensive training, piloting, and real-time supervision; use digital data collection with built-in checks.
05	Misinterpretation of survey questions	Methodological	Pretest and adapt questionnaires; use visual aids or simplified phrasing where needed.
06	Ethical concerns or lack of informed consent	Ethical	Follow IRB-approved procedures; ensure private, voluntary, and comprehensible consent process.
07	Identification of severe NCD cases needing urgent attention	Ethical/Clinical	Establish referral linkages with camp health facilities; provide guidance to participants needing care.
08	Equipment failure (e.g., BP monitor, tablets, glucometer malfunction)	Technical	Keep backup devices and batteries; assign technical support team during fieldwork.
09	Blood sample collection refusal (Step 3)	Procedural	Take separate consent for Step 3; ensure trained and respectful phlebotomy procedures.
10	Delays in data cleaning or analysis	Management / Timeline	Use standardized database structure; conduct parallel quality control and cleaning during data collection.
11	Security threats, natural disasters, or political instability	Environmental / Contextual	Monitor security situation regularly; develop contingency plans and flexible timelines.

12	Coordination challenges among partners	Institutional	Establish a survey coordination committee; conduct regular stakeholder briefings and joint planning.

Strength and limitation of the survey:

The proposed STEPS survey on NCD risk factors and mental health issues among Rohingya refugees in Cox's Bazar is expected to have several notable strengths. The comprehensive approach, covering behavioural, physical, and biochemical risk factors will provide a holistic understanding of NCD burden in the vulnerable refugee population. The multi-stage cluster sampling technique will enhance representativeness, while the use of local languages (Bangla and Rohingya dialects) to improve comprehension and participant engagement. Incorporating biochemical measurements such as fasting blood glucose and cholesterol will add objectivity beyond self-reported and physical data. Strong coordination mechanisms, including collaboration between WHO and implementing partners, coupled with robust training of field teams and real-time digital data collection will further strengthen the reliability and quality of the survey. Ethical considerations, including informed consent, anonymization, and appropriate exclusion criteria will also demonstrate adherence to research standards.

However, the survey may also face some limitations. The cross-sectional design may restrict causal inferences allowing only associations to be identified. Excluding pregnant women and individuals with disabilities may result in underrepresentation of groups with unique NCD risk profiles. Among the mental health issues, this survey will only focus on depression and suicidal risks which may undermine other common mental health issues. Operational challenges, such as camp access restrictions, security concerns, and population mobility, may affect implementation. Self-reported behaviors, particularly on sensitive issues like alcohol or tobacco use, are prone to social desirability bias, while dialectical differences and low literacy may still lead to misreporting despite translation. Biochemical assessments require fasting and careful sample handling, which may reduce compliance and pose logistical challenges. Additionally, refusal or non-response to invasive procedures like blood draws can bias results and reduce effective sample size. Finally, while findings will provide crucial insights into the Rohingya refugee camps, they may not be generalizable to host communities or other refugee populations.

Dissemination of results and publication plan:

The dissemination of findings from the NCD Risk Factor Survey among the Rohingya refugee population will follow a structured, multi-channel approach to ensure that results are accessible, actionable, and contribute to both programmatic improvement and academic knowledge.

1. Target Audiences:

- Government stakeholders (e.g., Ministry of Health and Family Welfare, DGHS, RRRC).
- Humanitarian agencies and development partners (e.g., WHO, IOM, UNHCR, NGOs).
- Health service providers and camp-level coordination bodies.
- Academic and research institutions.
- Donors and funding agencies.
- Community representatives and advocacy groups.

2. Dissemination Channels:

Technical report: A comprehensive survey report will be prepared and shared with national and international stakeholders, summarizing methodology, key findings, and policy recommendations.

Policy brief: A concise and visually engaging summary of critical results and implications will be prepared for decision-makers.

Stakeholder dissemination workshops: In-person or virtual dissemination events will be organized to present findings and engage with partners.
Scientific publication: One or more manuscripts will be developed and submitted to reputable peer-reviewed open-access journals focusing on public health, NCDs, mental health or humanitarian health.
Conference presentations: Findings will be presented at national and international conferences.
Infographics and social media: Key findings will be translated into user-friendly formats and shared through digital platforms for broader reach.
Community feedback: Summarized results will be shared in Rohingya language using pictorial or audio formats through CHWs or local leaders.

References:

1. World Health Organization. Noncommunicable diseases [Internet]. Geneva: WHO; 2023 [cited 2025 Aug 14]. Available from: https://www.who.int/news-room/fact-sheets/detail/noncommunicable-diseases
2. Das J, Prima MM, Rimu FH, Hossain P, Das T, Nesa F, Hossain M. Mental health and wellbeing of Rohingya refugees: a scoping review [Internet]. 2022 [cited 2025 Aug 13]. Available from: https://doi.org/10.31219/osf.io/3vgsq
3. Spiegel PB, Checchi F, Colombo S, Paik E. Health-care needs of people affected by conflict: future trends and changing frameworks. Lancet. 2010 Oct 23;375(9711):341–5.
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5. Jobanputra K, Boulle P, Roberts B, Perel P. Three steps to improve management of noncommunicable diseases in humanitarian crises. PLoS Med. 2016 Nov 1;13(11):e1002180.
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7. World Health Organization. STEPwise approach to NCD risk factor surveillance (STEPS) [Internet]. Geneva: WHO; 2017 [cited 2025 Aug 13]. Available from: https://www.who.int/teams/noncommunicable-diseases/surveillance/systems-tools/steps
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10. Sohel R, Choudhury R, Head R, Amin M. Prevalence of non-communicable disease risk factors among forcibly displaced Myanmar nationals in Cox's Bazar, Bangladesh. [Journal name]. 2025;12:29–36.

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WHO Reference/ *Référence OMS*

WHO Reference	WHO_REFERENCE_NU
Purchase Order	PURCHASE_ORDER_N
Unit Reference	UNIT_REFERENCE_NU

TECHNICAL SERVICES AGREEMENT
ACCORD DE SERVICES TECHNIQUES

Start Body For Each

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WHO Reference/ *Référence OMS*

WHO Reference	WHO_REFERENCE_NU
Purchase Order	PURCHASE_ORDER_N
Unit Reference	UNIT_REFERENCE_NU

COVERING LETTER
LETTRE D'ACCOMPAGNEMENT

SD_1
SD_2
SD_3
SD_4
SD_5
SD_6
SD_7
SD_8
SD_9
SD_10

TECHNICAL SERVICES AGREEMENT (TSA)

Re: VARIABLE1

We are enclosing the Technical Services Agreement between the World Health Organization and VARIABLE2, in the amount of VARIABLE3 (CURR_WORDS), for conducting the above-mentioned work. We also enclosed VARIABLE4 attachment(s) referenced in the Agreement.

Kindly acknowledge your acceptance of this contract by returning the email with a copy of duly signed Purchase Order (all pages).

For any technical or scientific questions related to this Agreement, please contact the responsible technical officer, VARIABLE5.

On behalf of the World Health Organization, we thank you for your collaboration.

WHO Global Service Centre

Cc: WHO Representative, VARIABLE6

Concerne: VARIABLE1

Veuillez trouver ci-joint l'Accord de Services Techniques entre l'Organisation Mondiale de la Santé et VARIABLE2, pour un montant de VARIABLE3 (CURR_WORDS), vous permettant de mener à bien le travail susmentionné. Veuillez également trouver VARIABLE4 pièces jointes mentionnées dans l'Accord.

Merci de confirmer votre acceptation de ce contrat en nous retournant le courriel et une copie dûment signee du Bon de Commande (complet)

Pour toutes questions à caractère scientifique ou technique ayant trait à cet Accord, veuillez contacter le responsible technique VARIABLE5.

Au nom de l'Organisation Mondiale de la Santé, nous vous remercions de votre collaboration.

Centre de Soutien Administratif Mondial de l'OMS

Cc: Représentant de l'OMS, VARIABLE6

WHO_DUPLICATE_COPY

The WORLD HEALTH ORGANIZATION hereby agrees to provide to
L'ORGANISATION MONDIALE DE LA SANTÉ s'engage par la présente à fournir à
INSTITUTION:

NAME
SITE
DEPARTMENT
TOWN
Country

Principal Investigator: P_INVEST
Telephone: TELEPHONE
Fax: FAX
Email/Courriel: EMAIL

The Amount of/*Un Montant de*: CURRENCY 0.00 (CURR_WORDS)
in respect of/*en vue de:* SHORT_DESCRIPTION

For the period financed by this Agreement From/*De* : FROM_DE
Période du projet *financée par le présent accord* To/*A* : TO_DE

Summary of work/ *Description sommaire des travaux:*

1. Description of work under this Agreement/ *Description des travaux faisant l'objet du présent accord:*

DETAILED_DESC

2. Contribution of the Institution and/or other sources for the project (Staff, equipment, supplies, etc. excluding general facilities). The Institute will provide all facilities, equipment and personnel not covered by this Agreement.
Contribution de l'Institution ou de tout autre organisme à l'exécution du projet (personnel, matériel, fournitures, etc, à l'exclusion des services d'ordre général). L'Institution s'engage à fournir les locaux, équipement et personnels non couverts par cet accord.

CONTRIBUTION

Financial Arrangements/ *Dispositions financiers:*

1. Payments will be made as follows/*Les versements seront effectués comme suit:*

	Deliverable/ Résultat	**Due Date/ *Date Remise***	**%**	**Currency Amount/ *Montant en Devise***
For Each x_sno	DELIVERABLE	NEED_BY_DAT	0.00	0.00EFE

2. CURR AMT_GOOD will be used by WHO for the purchase of equipment and supplies to be ordered by the Institution as soon as practicable, but not beyond 31 December of the year following the end of the Agreement period as indicated above at which time any uncommitted balance will revert to WHO.

CURR AMT_GOOD *seront affectés par l'OMS à l'achat de matériels et de fournitures à commander par l'Institution dès que possible, mais au plus tard avant le 31 décembre de l'année suivant la fin de la période susmentionnée d'exécution de l'accord, étant entendu qu'à ce moment tout solde non engagé fera retour à l'OMS.*

Annexes

The following annexes form an integral part of this Agreement/ *Les annexes listées ci-dessous font partie intégrante de cet accord:*

Annex	**File Description/Description de fichier**
FEsnum	FILE_NAME EFE
NO_ATTACH	

In the event that the terms of the annexes contain any provisions which are contrary to the terms of this Agreement, the terms of this Agreement shall take precedence/ *En cas de contradiction entre les termes apparaissant sur les annexes et ceux de l'Accord, les dispositions de l'Accord prévaudront dans tous les cas.*

General
The parties accept the "General Conditions" overleaf, which constitute an integral part of this Agreement. The Institution certifies the correctness of the banking instructions provided on Page 1.
All necessary arrangements to comply with national regulations relating to this project and relevant to the Institution's responsibilities shall have been under-taken by the Institution; failure to do so will nullify this Agreement. The responsibility of the World Health Organization is limited only to the financial support as specified in this Agreement.

Généralités
Les parties acceptent les "Conditions générales" reproduites au verso, lesquelles font partie intégrante du présent accord. L'Institution certifie l'exactitude des instructions bancaires indiquées à la page 1.
Toutes les dispositions relevant des responsabilités de l'Institution et nécessaires à la mise en conformité de ce Projet avec la réglementation nationale, devront avoir été prises par l'Institution, faute de quoi l'accord sera nul. La responsabilité de l'Organisation Mondiale de la Santé se limite au soutien financier spécifié dans le présent accord.

ON BEHALF OF WHO/ *POUR L'OMS*

Responsible WHO Technical Officer:
Fonctionnaire technique responsable de l'OMS:

RES_NAME

PRINCIPAL INVESTIGATOR/ *CHERCHEUR PRINCIPAL*

Principal Investigator or Technical Officer responsible for the project.
Chercheur Principal ou membre du personnel technique responsable de l'exécution du projet.

RES_TITLE
RES_DEPT

Responsible Divisional Director
Directeur de division responsable

DIV_NAME
DIV_TITLE
DIV_DEPT

Authorized Signatory:
Signataire autorisé:

Angela KASTNER

Mrs Angela Kastner
Director Supply
HQ Business Operations/Supply Division
(HQ/BOS/SUP)

Processed by:
Traité par:

RES_APP_NAME
RES_APP_TITLE
RES_APP_DIV

PO Approved Date:
PO approuvé le:
APPROVED_DATE

Signature : .....
PRIN_NAME

ON BEHALF OF THE INSTITUTION/ *POUR L'INSTITUTION*

Responsible Administrative Authority*
*Autorité administrative responsable**

Signature : .....
Name/*nom* : .....
Division : .....
Date : .....

* An official of the Institution - other than the Principal Investigator - fully empowered to enter into contracting arrangements on behalf of the Institution./*Un responsable de l'Institution autre que le Chercheur principal - ayant pleins pouvoirs pour passer un contrat au nom de l'Institution.*

GENERAL CONDITIONS

The following are the general conditions relating to this Agreement concerning WHO support for research or other technical services. The purpose of such support is to assist an Institution to undertake, for WHO, investigations on a particular problem or other work which has been agreed upon by the Institution and WHO. If the support to be provided under this Agreement is a sub-grant under a principal grant to WHO, this Agreement shall be subject to WHO receiving the full amount of the principal grant. In the event WHO does not receive the full amount of the principal grant, WHO shall be entitled to either cancel this Agreement or adjust the amount to be provided hereunder (at WHO's sole discretion and without incurring any liability towards the Institution).

1. INSTITUTION AND PRINCIPAL INVESTIGATOR

1.1 The Institution and the Principal Investigator (or Responsible Technical Officer), who must be an employee of the Institution, shall be jointly responsible for all the technical and administrative aspects of the work referred to in this Agreement.

1.2 The Institution is required to notify WHO immediately of knowledge that the Principal Investigator will cease or ceases to be an employee of the Institution or is no longer continuing the responsibilities covered by this Agreement. Under such circumstances WHO has the right to:

(a) terminate this Agreement; or

(b) agree to continue the project under a new Principal Investigator proposed by the Institution and approved by WHO.

2. FINANCIAL ARRANGEMENTS

2.1 Payments shall be made into the bank account(s) of the Institution as specified in this Agreement and in accordance with the schedule of payments contained therein, If, after the submission of the final financial report referred to in paragraph 4.4 below, there remains an unused balance of funds with the Institution, this balance shall be due to WHO. In the event of this Agreement being terminated under any circumstances, the Institution shall refund to WHO the balance of uncommitted funds. The funds provided under this Agreement shall be expended only in accordance with its terms.

2.2 The funds transferred to the Institution under this Agreement may not be used to meet any form of emoluments, travel costs or any other reimbursements of expenditure to a staff member of WHO.

2.3 Unless otherwise provided in this Agreement, the funds transferred to the Institution hereunder may not be used to cover:

(a) normal administrative and overhead expenses of the Institution;

(b) cost of maintenance, repair, running or insurance of existing equipment and machinery belonging to the Institution;

(c) cost of construction of new buildings or alterations and modifications of existing buildings and premises; or

(d) salary support of the Principal Investigator.

3. EQUIPMENT AND SUPPLIES; PROCUREMENT

3.1 Unless otherwise agreed, and subject to subparagraph 3.2 below, any equipment and supplies acquired under this Agreement shall become the property of the Institution. The Institution and the Principal Investigator shall be jointly responsible for the proper safeguard, maintenance and care of all equipment and supplies acquired under this Agreement.

3.2 Notwithstanding subparagraph 3.1 above, the Institution shall transfer ownership of any equipment and supplies acquired under this Agreement to WHO, if so requested by WHO, upon termination or expiry of this Agreement. In such cases the Institution shall dispatch the equipment and supplies to any destination chosen by WHO, the cost of which will be borne by WHO.

3.3 To the extent the Institution needs to purchase any goods and/or services in connection with its performance of this Agreement, the Institution 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.

4. REPORTS; AUDIT

The Institution shall submit technical and financial reports to WHO on the work as required, or at least annually, in accordance with the following provisions:

4.1 Technical reports shall be prepared by the Principal Investigator and forwarded through and countersigned by the authorized official of the Institution or his authorized representative. Each annual report shall summarize the results of the project and give in sufficient detail its positive and negative findings so that the value of the work can be assessed.

4.2 Financial reports shall be forwarded after being jointly certified by the Institution's chief financial officer and the Principal Investigator, using form WHO 782. The reports must show the use of the funds provided by WHO compared with the original budget expenditure pattern agreed between the Institution and WHO.

4.3 WHO may request a financial and/or operational review or audit of the project and related activities, to be conducted by WHO and/or parties authorized by WHO, and the Institution 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 this Agreement, or within five years of completion of the work hereunder. The Institution shall make available, without restriction, to WHO and/or parties authorized by WHO:

(a) the Institution's books, records and systems (including all relevant financial and operational information) relating to the project and related activities; and

(b) reasonable access to the Institution's premises and personnel.

In order to facilitate financial reporting and audit, the Institution shall ensure that accurate and systematic accounts and records are kept in respect of the project and related activities. The Institution shall provide satisfactory explanations to all queries arising in connection with the aforementioned audit and access rights.

WHO may request the Institution to provide complementary information about the project and related activities that is reasonably available, including the findings and results of an audit (internal or external) conducted by the Institution and related to the Project and/or related activities

4.4The final technical and financial reports must be submitted within 90 days after the expiry of this Agreement.

5. RELATIONSHIP AND RESPONSIBILITY OF PARTIES

The relationship of the Institution to WHO shall be that of an independent contractor. The employees of the Institution are not entitled to describe themselves as staff members of WHO. The Institution shall be solely responsible for the manner in which work on the project is carried out and accordingly shall assume full liability for any damage arising from research or other technical services under this Agreement. No liability shall attach to WHO, its advisers, agents or employees.

6. USE OF RESULTS, EXPLOITATION OF RIGHTS.

6.1 The results of the project funded under this Agreement may be freely used or disclosed by either party provided that, without the consent of the other party, no use may be made for commercial purposes and confidentiality shall be maintained

Such funds may be used only to support investigations where

(a) the rights and welfare of the subjects involved in the research are adequately protected,

(b) freely given informed consent has been obtained,

(c) the balance between risk and potential benefits involved has been assessed and deemed acceptable by a panel of independent experts appointed by the Institution and

(d) any special national requirements have been met.

8.2 Regulatory Requirements

It is the responsibility of the Institution and the Principal Investigator to comply with the relevant national regulations pertaining to research involving human subjects.

8.3 Protection of Subjects

Without prejudice to obligations under applicable laws, the Institution shall make appropriate arrangements to eliminate or mitigate the consequences to subjects or their families in the case of death, injury or illness resulting from the conduct of research referred to in paragraph 8.1. Such arrangements shall, to the extent feasible, include medical treatment and financial relief. The Institution and Principal Investigator undertake to protect the confidentiality of the information relating to the possible identification of subjects involved in the research involving human subjects conducted under the auspices of this Agreement.

9. RESEARCH INVOLVING THE USE OF LABORATORY ANIMALS

The Institution undertakes that living vertebrate animals, required for use as laboratory animals for the research to be carried out under this Agreement, shall be handled in accordance with generally accepted principles for the humane treatment of such animals and the avoidance of unnecessary suffering.

10. RESEARCH SAFETY

It is the responsibility of the Institution to establish and implement policies and practices to assure and provide for the safety of its employees, the public, and the environment during the conduct of the research to be carried out under this Agreement. If the supported research involves the use of dangerous biological agents, the Institution shall establish and implement an appropriate safety plan.

11. COMPLIANCE WITH WHO POLICIES

By entering into this Agreement, the Institution and Principal Investigator acknowledge that they have read, and hereby accept and agree to comply with, the WHO Policies (as defined below). In connection with the foregoing, the Institution and Principal Investigator shall take appropriate measures to prevent any violations of the standards of conduct (as described in the WHO Policies) by employees of the Institution and any other persons engaged by the Institution and/or Principal Investigator to perform any services under this Agreement. Without limiting the foregoing, the Institution and Principal Investigator shall each 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 Institution and/or Principal Investigator become aware. For purposes of this Agreement, the term "WHO Policies" means collectively:

(i) the WHO Code of Ethics and Professional Conduct;

(ii) the WHO Policy on Sexual Exploitation and Abuse Prevention and Response;

(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; and

(vi) 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.

12. 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:

- the Institution warrants that it shall:

(i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response 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 persons engaged by it to perform any work under this Agreement; 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 Institution becomes aware; and

- The Principal Investigator warrants that he/she shall:

(i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the WHO Policy on Sexual Exploitation and Abuse Prevention and Response, and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct; and

(ii) promptly report to WHO, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the Principal Investigator becomes aware.

13. TOBACCO- AND ARMS-RELATED DISCLOSURE

The Institution is required to disclose relationships it may have with the tobacco and/or arms industry through completion of the WHO Tobacco / Arms Disclosure Statement. The Institution undertakes not to permit work under this Agreement to commence until WHO has assessed the disclosed information and confirmed to the Institution in writing that the work can commence.

14. ANTI-TERRORISM AND UN SANCTIONS; FRAUD AND CORRUPTION

14.1 The Institution and Principal Investigator warrant for the entire duration of this Agreement that:

(a) they are not and will not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime; that they will not make any payment or provide any other support to any such person or entity; and that they will not enter into any employment or subcontracting relationship with any such person or entity; and

(b) They shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of this Agreement.

14.2 The Institution and Principal Investigator shall take all necessary precautions to prevent the financing of terrorism and/or any illegal corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of this Agreement.

14.3 Any funds used by the Institution and/or Principal Investigator for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or

with respect to results that may be eligible for protection by proprietary rights. The Institution shall provide WHO with the results, in the form of relevant know how and other information, and to the extent feasible, tangible products.
6.2 The industrial or commercial exploitation of any intellectual property rights, including the ownership of know-how, arising from the project shall be designed to achieve, in so far as circumstances permit, the following objectives in the following order of priority:
(a) the general availability of the products of creative activity;
(b) the availability of those products to the public health sector on preferential terms, particularly in developing countries;
(c) the grant to each party of additional benefits, including royalties, account being taken of the relative value of each party's financial, intellectual and other contribution to the research.
6.3 The rights referred to in paragraph. 6.2 shall belong to the Institution, or to the Principal Investigator if the Institution and WHO so agree. To the extent that the former do not intend to exercise them, the rights shall be promptly transferred to WHO, if it so requests. Each party shall provide the other with its full cooperation to permit the effective exercise of the rights. The party in which the corresponding rights are vested may file applications for industrial property protection, promptly furnishing copies of the applications and other patent documents to the other party. All rights other than the right to file applications shall be exercised in accordance with an agreement which shall be negotiated in good faith between the Institution and WHO.

7. PUBLICATIONS
7.1 Subject to any proprietary rights of WHO and/or third parties collaborating with WHO, the work supported by WHO under this Agreement may be published by the Institution and/or the Principal Investigator. In order to avoid prejudicing proprietary rights, the Institution or the Principal Investigator shall transmit to WHO for its review the material intended to be published at least 60 working days before a proposed publication is submitted to any editor, publisher, referee or meeting organizer. In the absence of any objection by WHO within that 60 working day period concerning prejudice to its proprietary rights, the publication may proceed.
7.2 Any publication by the Institution or the Principal Investigator of the work supported by WHO under this Agreement shall be published in accordance with the WHO policy on open access, which is available at the following link: http://www.who.int/about/policy/en/.
7.3 In any publication by the Institution or the Principal Investigator relating to the results of the project, the responsibility for the direction of the work shall not be ascribed to WHO. Unless WHO advises otherwise, all publications shall include a notice indicating that the underlying investigation received financial support from WHO. Two off-prints or copies of each publication shall be sent to WHO unless another number is stipulated. WHO funds may not be used for publication costs unless specifically authorized.

8. RESEARCH INVOLVING HUMAN SUBJECTS
8.1 Ethical Aspects
It is the responsibility of the Institution and the Principal Investigator to safeguard the rights and welfare of human subjects involved in research supported in whole or in part by funds from WHO, in accordance with the appropriate national code of ethics or legislation, if any, and in the absence thereof, the Helsinki Declaration and any subsequent amendments.

coercive practice shall be repaid to WHO without delay.

15. BREACH OF ESSENTIAL TERMS
The Institution and Principal Investigator acknowledge and agree that each of the provisions in Sections 11, 12, 13 and 14 hereof constitutes an essential term of this Agreement, and that in case of breach of any of these provisions, WHO may, in its sole discretion, decide to:
(a) terminate this Agreement and/or any other contract concluded by WHO with the Institution and/or Principal Investigator, immediately upon written notice to them, without any liability for termination charges or any other liability of any kind; and/or
(b) exclude the Institution and/or Principal Investigator 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 breach of such provisions to WHO's governing bodies, other UN agencies, and/or donors.

16. PUBLICITY; USE OF WHO NAME AND EMBLEM
16.1 The Institution and the Principal Investigator shall not refer to the relationship of WHO to the project, or to products or processes connected with the project, in any statement or material of an advertising or promotional nature, including but not limited to any statements or materials issued for commercial purposes or with a view to financial benefit.
16.2 Without WHO's prior written approval, the Institution and/or the Principal Investigator shall not, in any statement or material of an advertising or promotional nature, refer to this Agreement or to the Institution's and/or Principal Investigator's relationship with WHO, or otherwise use the name (or any abbreviation thereof) or emblem of the World Health Organization.

17. PUBLICATION OF AGREEMENT
Subject to considerations of confidentiality, WHO may acknowledge the existence of this Agreement to the public and publish and/or otherwise publicly disclose the name of the Institution and/or Principal Investigator, the Institution's country of incorporation, general information with respect to the work supported under this Agreement, and this Agreement's value. Such disclosure will be made in accordance with WHO's Information Disclosure Policy and shall be consistent with the terms of this Agreement.

18. SURVIVING PROVISIONS
Those provisions of this Agreement that are intended by their nature to survive its expiration or earlier termination shall continue to apply.

19. SETTLEMENT OF DISPUTES
Any matter relating to the interpretation or application of this Agreement which is not covered by its terms shall be resolved by reference to Swiss law. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the Rules of Arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

20. PRIVILEGES AND IMMUNITIES
Nothing contained in or relating to this Agreement shall be deemed to constitute a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting WHO to any national court jurisdiction.

CONDITIONS GENERALES

Les conditions générales énoncées ci-après s'appliquent au présent Accord sur l'appui de l'OMS aux recherches ou autres services techniques. Cet appui vise à aider une institution à entreprendre pour le compte de l'OMS, des investigations portant sur un problème particulier ou des travaux convenus entre l'Institution et l'OMS. Si l'appui au titre du présent Accord provient d'une subvention principale accordée à l'OMS, le présent Accord est conclu sous réserve que le montant total de la subvention principale soit payé à l'OMS. Dans l'éventualité où l'OMS ne recevrait pas le montant total de la subvention principale, l'OMS se réserve le droit d'annuler le présent Accord ou d'ajuster le montant de l'appui à l'Institution (à la seule discrétion de l'OMS et sans encourir aucune responsabilité vis-à-vis de l'Institution).

1. INSTITUTION ET CHERCHEUR PRINCIPAL

1.1 L'Institution et le Chercheur principal (ou l'Administrateur technique responsable), lequel doit être employé par l'Institution, sont conjointement responsables de l'ensemble des aspects techniques et administratifs des travaux visés par le présent Accord.

1.2 L'Institution est tenue d'aviser immédiatement l'OMS lorsqu'elle apprend que le Chercheur principal va cesser, ou a cessé, d'être employé par elle, ou bien qu'il ne continue pas à exercer les fonctions visées par le présent Accord. En pareil cas, l'OMS peut:

(a) soit résilier le présent Accord;

(b) soit accepter de poursuivre le projet sous la conduite d'un nouveau Chercheur principal proposé par l'Institution et approuvé par l'OMS.

2. DISPOSITIONS FINANCIERES

2.1 Des versements seront faits au(x) compte(s) bancaire(s) de l'Institution comme il est stipulé dans le présent Accord et conformément au calendrier qui y figure. Si, après communication du rapport financier final mentionné plus loin au paragraphe 4.4, il apparait que l'Institution détient un solde non utilisé, ce solde reste payable à l'OMS. En cas de résiliation du présent Accord, quelles qu'en soient les circonstances, l'Institution restituera à l'OMS les sommes non encore engagées. Les sommes fournies en vertu du présent Accord ne pourront être dépensées que conformément aux dispositions dudit Accord.

2.2 Les fonds versés à l'Institution en vertu du présent Accord ne peuvent être utilisés pour verser des émoluments quelconques à un fonctionnaire de l'OMS, couvrir ses frais de voyage ou lui rembourser toute autre dépense.

2.3 Sauf dispositions contraires du présent Accord, les fonds versés à l'Institution en vertu des présentes ne peuvent être utilisés pour couvrir:

(a) les dépenses administratives et les frais généraux normaux de l'Institution;

(b) le coût de l'entretien, de la réparation, de l'exploitation ou de l'assurance de matériels ou d'appareils existants qui appartiennent à l'Institution;

(c) le coût de la construction de nouveaux bâtiments, ou de la transformation ou de la modification de bâtiments et locaux existants; ou

(d) le versement d'un complément de traitement au Chercheur principal.

3. MATERIEL ET FOURNITURES; ACHAT

3.1 Sauf convention contraire, et sous réserve des dispositions de l'alinéa 3.2 ci-après, tout matériel et toutes fournitures obtenus en vertu du présent Accord sera la propriété de l'Institution. L'Institution et le Chercheur principal seront conjointement responsables du bon état de conservation, de la maintenance et de l'entretien de tout matériel et de toutes fournitures acquis en application du présent Accord.

3.2 Nonobstant les dispositions de l'alinéa 3.1 ci-dessus et si l'OMS en fait la demande, l'Institution transférera à celle-ci, lors de la résiliation ou de l'expiration du présent Accord, les droits de propriété afférents à tout matériel et à toutes fournitures acquis au titre dudit Accord. L'Institution expédiera alors ce matériel et ces fournitures vers toute destination que lui aura indiquée l'OMS, les frais d'expédition étant à la charge de cette dernière.

3.3 Dans la mesure où l'Institution doit acheter des biens et/ou des services dans le cadre de l'exécution du présent Accord, elle devra veiller à ce que l'achat de ces biens et/ou services soit effectué sur la base du principe du meilleur rapport qualité-prix. On entend par « meilleur rapport qualité-prix » l'offre qui présente la meilleure combinaison du point de vue des spécifications techniques, de la qualité et du prix.

4. RAPPORTS ; AUDIT

L'Institution soumettra à l'OMS des rapports techniques et financiers concernant ses travaux, chaque fois qu'il y a lieu et au moins une fois par an, selon les modalités suivantes :

4.1 Les rapports techniques seront établis par le Chercheur principal, envoyés sous couvert du responsable de l'Institution ou de son représentant l'un et l'autre dûment autorisés, et contresignés par eux. Chaque rapport annuel résumera les résultats du projet et en exposera les conclusions positives ou négatives de façon assez détaillée pour permettre d'apprécier la valeur des travaux.

4.2 Les rapports financiers devront être envoyés, après avoir été visés conjointement par le Chef des Services financiers de l'Institution et par le Chercheur principal. Les rapports devront indiquer l'utilisation des fonds provenant de l'OMS au regard des prévisions de dépenses initiales dont avaient convenu l'Institution et l'OMS.

4.3 L'OMS peut demander qu'un examen ou un audit de type financier et opérationnel du projet et des activités y afférentes, soit effectué par l'OMS et/ou par des parties autorisées par l'OMS, et l'Institution s'engage à faciliter cet examen ou cet audit. Cet examen ou cet audit peut être effectué à tout moment pendant la mise en œuvre du projet au titre du présent Accord, ou dans les cinq ans suivant son achèvement. L'Institution permettra à l'OMS et/ou aux parties autorisées par celle-ci, sans restriction :

(a) de consulter ses livres, archives et systèmes (y compris l'ensemble des informations financières et opérationnelles pertinentes) relatifs au projet et aux activités y afférentes; et

(b) d'avoir un accès raisonnable à ses locaux et à son personnel.

Afin de faciliter l'établissement de rapports financiers et la réalisation d'un audit financier, l'Institution tiendra des comptes et des registres exacts et systématiques concernant le projet et les activités y afférentes. L'Institution fournira des explications satisfaisantes en réponse à toutes les questions découlant de l'audit et des droits d'accès susmentionnés.

L'OMS pourra demander à l'Institution de lui communiquer des informations complémentaires concernant le projet et les activités y afférentes qui sont raisonnablement à sa disposition, y compris les conclusions et les résultats d'un audit (interne ou externe) effectué par l'Institution et relatif au projet et/ou aux activités y afférentes.

4.4 Les rapports techniques et financiers finaux devront être présentés dans les 90 jours suivant l'expiration du présent Accord.

5. RELATIONS ENTRE LES PARTIES ET LEURS RESPONSABILITES

L'Institution agira à l'égard de l'OMS en tant qu'entrepreneur indépendant; ses

(a) les droits et le bien-être des sujets impliqués sont protégés comme il convient;

(b) le consentement libre et éclairé des intéressés a été obtenu;

(c) un groupe d'experts indépendants désignés par l'Institution ont pesé les risques et les avantages potentiels et ont jugé qu'ils s'équilibraient de manière acceptable; et

(d) toute exigence particulière de la réglementation nationale a été satisfaite.

8.2 Dispositions réglementaires

Il incombe à l'Institution et au Chercheur principal de respecter la réglementation nationale relative aux recherches impliquant l'étude de sujets humains.

8.3 Protection des sujets d'expérience

Sans préjudice des obligations qui lui incombent aux termes des lois en vigueur, l'Institution prendra des dispositions appropriées en vue d'éliminer ou d'atténuer les conséquences des expériences pour les sujets ou leur famille en cas de décès, de traumatisme ou de maladie résultant de la conduite des recherches mentionnées au paragraphe 8.1. Ces dispositions comprendront, dans la mesure du possible, un traitement médical et un dédommagement financier. L'Institution et le Chercheur principal s'engagent à protéger le caractère confidentiel des informations qui pourraient permettre d'identifier les sujets impliqués dans les études effectuées en vertu du présent Accord.

9. RECHERCHES IMPLIQUANT L'UTILISATION D'ANIMAUX DE LABORATOIRE

L'Institution s'engage à veiller à ce que les animaux vertébrés vivants qu'il sera nécessaire d'utiliser comme animaux de laboratoire pour des recherches entreprises en vertu du présent Accord soient traités conformément aux principes généralement admis destinés à assurer un traitement humain des animaux et à leur épargner toute souffrance inutile.

10. SECURITE DES RECHERCHES

Il incombe à l'Institution d'établir et d'appliquer des politiques et pratiques visant à préserver et garantir la sécurité de ses employés, celle du public et de de l'environnement pendant le déroulement des recherches qui seront effectuées au titre du présent Accord. Si les travaux impliquent l'utilisation de substances biologiques dangereuses, l'Institution établira et appliquera un plan de sécurité approprié.

11. RESPECT DES POLITIQUES DE L'OMS

En signant le présent Accord, l'Institution et le Chercheur principal reconnaissent avoir lu les politiques de l'OMS (telles que définies ci-après) et, par les présentes, acceptent ces politiques et conviennent de s'y conformer. En lien avec ce qui précède, l'Institution et le Chercheur principal prendront les mesures appropriées afin de prévenir et répondre à toute violation des normes de conduite, telles que décrites dans les politiques de l'OMS, par les employés de l'Institution ou toute autre personne que l'Institution et/ou le Chercheur principal aura engagée en vue de fournir un quelconque service au titre du présent Accord. Sans limiter la portée de ce qui précède, l'Institution et le Chercheur principal signaleront immédiatement à l'OMS, conformément aux dispositions des politiques de l'OMS applicables, toute violation réelle ou présumée dont ils ont connaissance concernant toute politique de l'OMS. Aux fins du présent Accord, l'expression « politiques de l'OMS » désigne, collectivement :

i) le Code d'éthique et de déontologie de l'OMS,

ii) la Politique de l'OMS relative à la prévention et à la lutte contre l'exploitation et les abus sexuels,

iii) la Politique de l'OMS relative à la prévention et la lutte contre les comportements abusifs,

iv) le Code de conduite de l'OMS pour une recherche responsable,

v) la Politique de l'OMS sur le signalement des actes répréhensibles et la protection contre les représailles, et

vi) le Code de conduite des fournisseurs des Nations Unies, y compris leurs modifications éventuelles et qui sont publiquement accessibles sur le site internet de l'OMS aux liens suivants : http://www.who.int/about/finances-accountability/procurement/en/ pour ce qui est du Code de conduite des fournisseurs des Nations Unies, et http://www.who.int/about/ethics/en/ pour ce qui est des autres Politiques de l'OMS.

12. TOLERANCE ZERO EN MATIERE D'EXPLOITATION ET D'ABUS SEXUELS, DE HARCELEMENT SEXUEL AINSI QUE DE TOUTE AUTRE FORME DE COMPORTEMENT ABUSIF

L'OMS applique la tolérance zéro en matière d'exploitation et d'abus sexuels, de harcèlement sexuel et de toute autre forme de comportement abusif. À cet égard, et sans limiter la portée de toute autre disposition du présent Accord :

- l'Institution garantit:

i) qu'elle prendra toutes les mesures raisonnables et appropriées pour prévenir tout acte d'exploitation ou d'abus sexuels tels que décrits dans la Politique de l'OMS relative à la prévention et à la lutte contre l'exploitation et les abus sexuels, et/ou tout acte de harcèlement sexuel ou de toute autre forme de comportement abusif tels que décrits dans la Politique de l'OMS relative à la prévention et la lutte contre les comportements abusifs par l'un quelconque de ses employés et toute autre personne engagée par elle pour exécuter le travail prévu au titre du présent Accord ; et

ii) qu'elle signalera immédiatement à l'OMS et donnera suite à toute violation réelle ou présumée de l'une ou l'autre de ces Politiques dont elle a connaissance, conformément à leurs dispositions respectives; et

- le Chercheur principal garantit:

i) qu'il n'adoptera aucun comportement qui relèverait de l'exploitation ou abus sexuels tels que décrits dans la Politique de l'OMS relative à la prévention et à la lutte contre l'exploitation et les abus sexuels et/ou du harcèlement sexuel ou de toute autre forme de comportement abusif tels que décrits dans la Politique de l'OMS relative à la prévention et la lutte contre les comportements abusifs ; et

ii) qu'il signalera immédiatement à l'OMS toute violation réelle ou présumée de l'une ou l'autre de ces Politiques dont le Chercheur principal a connaissance, conformément à leurs dispositions respectives.

13. DECLARATION RELATIVE A L'INDUSTRIE DU TABAC/DE L'ARMEMENT

L'Institution est tenue de déclarer ses éventuelles relations avec l'industrie du tabac et/ou de l'armement en remplissant la déclaration requise par l'OMS relative à l'industrie du tabac/de l'armement. Elle s'engage à ne pas autoriser le commencement des travaux tant que l'OMS n'a pas évalué les informations communiquées et confirmé par écrit à l'Institution que ces travaux peuvent commencer.

14. ANTI-TERRORISME ET SANCTIONS DE L'ONU; FRAUDE ET CORRUPTION

14.1 L'Institution et le Chercheur principal garantissent, pour toute la durée du

employés ne pourront se prévaloir de la qualité de membres du personnel de l'OMS. L'Institution sera seule responsable de la façon dont s'exécute le projet et, partant, assumera l'entière responsabilité de tout dommage résultant de recherches ou d'autres services techniques visés par le présent Accord. Aucune responsabilité ne pourra incomber à l'OMS, ses conseillers, agents ou employés.

6. UTILISATION DES RESULTATS, EXPLOITATION DES DROITS

6.1 Les résultats du projet financé en vertu du présent Accord pourront être librement utilisés ou divulgués par l'une ou l'autre partie. Toutefois, à défaut du consentement de l'autre partie, les résultats ne pourront être utilisés à des fins commerciales et, s'ils sont susceptibles d'être protégés par des droits de propriété, ils conserveront leur caractère strictement confidentiel. L'Institution communiquera à l'OMS les résultats des recherches, sous forme de savoir-faire et autres informations pertinents et, dans la mesure du possible, lui fournira des produits concrets.

6.2 L'exploitation industrielle ou commerciale de tout droit de propriété intellectuelle, y compris les droits qui s'attachent au savoir-faire, découlant du projet, devra permettre, dans toute la mesure du possible, d'atteindre les objectifs suivants énoncés par ordre de priorité:

(a) mise à la disposition générale de tous les produits de l'activité créatrice;

(b) leur mise à la disposition auprès du secteur de la santé publique, à des conditions préférentielles, en particulier dans les pays en développement;

(c) octroi à chaque partie d'avantages additionnels, y compris sous formes de royalties, compte tenu de la valeur relative de ses contributions financières, intellectuelles et autres.

6.3 Les droits mentionnés plus haut au paragraphe 6.2 seront la propriété de l'Institution, ou du Chercheur principal si l'Institution et l'OMS en conviennent ainsi. Dans la mesure où l'Institution n'entend pas les exercer, les droits seront promptement transmis à l'OMS, si celle-ci le demande. Chaque partie coopérera pleinement avec l'autre pour lui permettre d'exercer effectivement ses droits. La partie détentrice des droits pourra déposer des demandes de propriété industrielle et devra alors remettre à l'autre partie copie de ces dépôts et des autres documents relatifs au brevet. Tous les droits autres que celui de déposer des demandes s'exercent aux termes d'un accord qui sera négocié de bonne foi entre l'Institution et l'OMS.

7. PUBLICATIONS

7.1 Sous réserve des droits de propriété de l'OMS et/ou de tiers qui collaborent avec elle, les travaux financés par l'OMS au titre du présent Accord peuvent être publiés par l'Institution et/ou le Chercheur principal. Afin d'éviter de porter atteinte à des droits de propriété, l'Institution ou le Chercheur principal transmettra à l'OMS, pour examen, le document qu'il est prévu de publier, au moins 60 jours ouvrables avant qu'une proposition de publication ne soit présentée à un quelconque éditeur, maison d'édition, arbitre scientifique ou organisateur d'une réunion. Si l'OMS ne formule aucune objection pendant ces 60 jours ouvrables concernant une violation de ses droits de propriété, la publication peut avoir lieu.

7.2 Toute publication, par l'Institution ou le Chercheur principal, des travaux financés par l'OMS au titre du présent Accord se fera conformément à la politique de l'OMS en matière de libre accès, qui peut être consultée à l'adresse suivante: http://www.who.int/about/policy/fr/ .

7.3 Dans aucune de ses publications concernant les résultats du projet, l'Institution ou le Chercheur principal n'attribuera à l'OMS la responsabilité de la direction des travaux. Sauf instructions contraires de l'OMS, toutes les publications comporteront une note indiquant que les recherches qui sont à l'origine des résultats ont reçu un appui financier de l'OMS. A moins qu'un autre chiffre n'ait été stipulé, deux exemplaires ou tirages de chaque publication seront envoyés à l'OMS. Sauf autorisation expresse, les fonds de l'OMS ne pourront être utilisés pour couvrir les coûts de publication.

8. RECHERCHES IMPLIQUANT L'ETUDE DE SUJETS HUMAINS

8.1 Aspects éthiques

Il incombe à l'Institution et au Chercheur principal de s'assurer qu'au cours des travaux financés totalement ou en partie par l'OMS et impliquant l'étude de sujets humains, les droits et le bien-être de ces derniers soient protégés conformément au code éthique ou à la législation appropriés du pays, ou, à défaut, à la Déclaration d'Helsinki et aux amendements qui pourraient lui être ultérieurement apportés. Les fonds ne peuvent être utilisés pour financer des recherches que si les conditions suivantes sont remplies:

présent Accord :

(a) qu'ils ne sont ni ne seront impliqués à l'égard de, ni associés à, aucune personne ou entité que le régime de sanctions du Conseil de sécurité des Nations Unies a désignée comme étant associée au terrorisme, qu'ils ne feront aucun paiement à, ou ne soutiendront d'aucune autre manière, à une telle personne ou entité, et qu'ils ne concluront aucune relation d'emploi ni de sous-traitance avec une telle personne ou entité; et

(b) qu'ils ne prendront part à aucune pratique illégale, de corruption, de fraude, de collusion ou de coercition (y compris pots de vin, vol ou autre utilisation abusive de fonds) en lien avec l'exécution du présent Accord.

14.2 L'Institution et le Chercheur principal prendront toutes les précautions nécessaires pour empêcher le financement du terrorisme et/ou toute pratique illégale, de corruption, de fraude, de collusion ou de coercition (y compris, pots de vin, vol ou autre utilisation abusive de fonds) en lien avec l'exécution du présent Accord.

14.3 Toute somme que l'Institution et/ou le Chercheur principal utiliseraient pour promouvoir une quelconque activité terroriste ou une quelconque pratique illégale, de corruption, de fraude, de collusion ou de coercition sera remboursée à l'OMS sans délai.

15. VIOLATION DE CLAUSES ESSENTIELLES

L'Institution et le Chercheur principal reconnaissent et acceptent que chacune des dispositions des sections 11, 12, 13 et 14 des présentes constitue une clause essentielle du présent Accord et qu'en cas de manquement à l'une quelconque de ces dispositions, l'OMS peut, à sa seule discrétion, décider :

(a) de résilier immédiatement le présent Accord, et/ou tout autre contrat conclu par l'OMS avec l'Institution et/ou le Chercheur principal, moyennant une notification écrite adressée à ceux-ci, sans être redevable d'aucune pénalité au titre d'une telle résiliation et sans que sa responsabilité ne soit engagée d'une quelconque manière que ce soit; et/ou

(b) d'exclure l'Institution et/ou le Chercheur principal de toute participation à des appels d'offres en cours ou à venir et/ou de toute relation contractuelle ou de collaboration future avec l'OMS.

L'OMS sera en droit de rapporter toute violation de ces dispositions à ses organes directeurs, aux autres organismes des Nations Unies et/ou aux donateurs.

16. PUBLICITE ; UTILISATION DU NOM ET DE L'EMBLEME DE L'OMS

16.1 L'Institution et le Chercheur principal ne pourront faire mention, dans un quelconque écrit ou déclaration à caractère publicitaire ou promotionnel, y compris, sans s'y limiter, ceux qui sont diffusés à des fins commerciales, ou en vue d'un avantage financier, du lien existant entre l'OMS et le projet ou les produits ou procédés en découlant.

16.2 Ni l'Institution ni le Chercheur principal n'auront le droit, dans une déclaration ou support à caractère publicitaire ou promotionnel, de faire référence au présent Accord ou à leur relation avec l'OMS, ni d'utiliser d'une autre manière le nom (ou toute abréviation de celui-ci) et/ou l'emblème de l'Organisation mondiale de la Santé, sans l'autorisation écrite préalable de l'OMS.

17. PUBLICATION DE L'ACCORD

Sous réserve de considérations relatives à la confidentialité, l'OMS a le droit de divulguer l'existence du présent Accord et de publier, et/ou rendre public d'une autre manière, le nom de l'Institution et/ou du Chercheur principal, le pays d'enregistrement de l'Institution, des informations générales concernant les travaux financés au titre des présentes et la valeur du présent Accord. Cette divulgation se fera conformément à la politique de l'OMS sur la divulgation des informations et aux dispositions du présent Accord.

18. DISPOSITIONS RESTANT EN VIGUEUR APRES LA FIN DE L'ACCORD

Les dispositions du présent Accord qui sont, de par leur nature, destinées à survivre à l'expiration ou à la résiliation anticipée de l'Accord continueront de s'appliquer.

19. REGLEMENT DES DIFFERENDS

Toute question concernant l'interprétation ou l'application du présent Accord que les dispositions de ce dernier ne permettent pas de résoudre doit être résolue par référence au droit suisse. Tout différend relatif à l'application ou à l'interprétation du présent Accord qui n'aurait pu être résolu à l'amiable, fera l'objet d'une conciliation. En cas d'échec de celle-ci, le différend sera réglé par arbitrage. Les modalités de l'arbitrage seront convenues entre les parties ou, en l'absence d'accord, seront déterminées selon le Règlement d'arbitrage de la Chambre de commerce internationale. Les parties reconnaissent que la sentence arbitrale sera finale.

20. PRIVILEGES ET IMMUNITES

Aucun des termes du présent Accord ni rien qui s'y rapporte ne sera considéré comme constituant une renonciation à quelque privilège ou immunité que ce soit dont jouit l'OMS en vertu du droit national ou international et/ou interprété comme une soumission de l'OMS à la compétence d'une quelconque juridiction nationale.

UN SUPPLIER CODE OF CONDUCT

United Nations Charter: The values enshrined in the United Nations (UN) Charter, *respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women*, serve as overarching values to which suppliers of goods and services to the UN[1] are expected to adhere.

Global Compact: The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The UN strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code of Conduct has been developed with recognition of the importance of the ten principles of the UN Global Compact, and is viewed as an important means of integrating the Compact's principles into the operations of the UN. The Code of Conduct addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption and interpretation of the Code should be undertaken in a manner consistent with the Global Compact. Suppliers interested in supporting the Global Compact and obtaining more information on the ten principles, can visit the Global Compact website at www.unglobalcompact.org.

International Labour Conventions and Recommendations: The International Labour Standards (i.e., Conventions and Recommendations) as established by the tripartite UN specialized agency, the International Labour Organization (ILO), have served as the foundation on which much of this Code of Conduct is based. It is the UN's expectation that any supplier providing products or services to the UN will, in addition to the values of the UN Charter, adhere to the principles concerning International Labour Standards summarized below in paragraphs 4 – 9.[2]

1. Scope of Application:

The provisions of this Code of Conduct set forth the UN's expectations for all suppliers that are registered with the UN or with whom it does business. The UN expects that these principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. The UN expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all.

2. Continuous Improvement:

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. The UN expects suppliers to strive to exceed both international and industry best practices. The UN also expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. The UN recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly.

3. Management, Monitoring and Evaluation:

It is the expectation of the UN that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN expects that its suppliers will establish and maintain

[1] In this Code of Conduct, "UN" shall refer to the UN Secretariat, Programmes and Funds of the UN, Specialised Agencies of the UN and all other entities belonging to the UN system, that have adopted this Code of Conduct through the High Level Committee on Management - Procurement Network..

[2] The full texts of the ILO Conventions and Recommendations can be accessed at: http://www.ilo.org/global/standards/lang--en/index.htm

appropriate management systems related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to communicate their progress annually to stakeholders. The UN may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with the UN. To review the progress of suppliers and subcontractors in implementing the Code of Conduct, the UN may take various supporting initiatives, including requesting suppliers to commit to the Global Compact, to self-certify that they comply with the Code of Conduct and, in some cases, to conduct on site evaluations and inspections of supplier facilities and those of their subcontractors.

Labour:

4. Freedom of Association and Collective Bargaining: The UN expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.[3]

5. Forced or Compulsory Labour: The UN expects its suppliers to prohibit forced or compulsory labour in all its forms.[4]

6. Child Labour: The UN expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.[5]

7. Discrimination: The UN expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.[6]

8. Wages, Working Hours and Other Conditions of Work: The UN expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers should be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or

[3] These principles are set out in the ILO fundamental Conventions, *No. 87, Freedom of Association and Protection of the Right to Organise, 1948* and *No. 98, Right to Organise and Collective Bargaining, 1949*.

[4] This principle is set out in the ILO fundamental conventions, *No. 29, Forced Labour, 1930* and *No. 105, Abolition of Forced Labour, 1957*.

[5] These principles are set out in the ILO fundamental Conventions, *No. 138, Minimum Age, 1973* and *No. 182, Worst Forms of Child Labour, 1999* and in the UN Convention on the Rights of the Child.

[6] These principles are set out in the ILO fundamental Conventions, *No. 100, Equal Remuneration, 1951*and No. *111, Discrimination (Employment and Occupation), 1958*.

regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.[7].

9. Health and Safety: The UN expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.[8]

Human Rights:

10. Human Rights: The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.[9]

11. Harassment, Harsh or Inhumane Treatment: The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

12. Mines: The UN expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

Environment:

13. Environmental: The UN expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment**.** Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

14. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

15. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal**.**

16. Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal**.**

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[7] These principles are set out in ILO Conventions *No. 95, Protection of Wages, 1949* and *No. 94, Labour Clauses (Public Contracts), 1949* and in a number of Conventions addressing working time (see: http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang--en/index.htm).

[8] These principles are set out in the ILO Conventions, Recommendations and Codes of Practice identified at: http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/occupational-safety-and-health/lang--en/index.htm.]

[9] These principles are derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see http://www.unglobalcompact.org/Issues/human_rights/index.html)

17. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Ethical conduct:

18. Corruption: The UN expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

19. Conflict of Interest: UN suppliers are expected to disclose to the UN any situation that may appear as a conflict of interest, and disclose to the UN if any UN official or professional under contract with the UN may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

20. Gifts and Hospitality: The UN has a "zero tolerance" policy and does not accept any type of gift or any offer of hospitality. The UN will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The UN expects its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a UN staff member in order to facilitate the suppliers' business with the UN.

21. Post employment restrictions: Post-employment restrictions may apply to UN staff in service and former UN staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. UN suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

Non-adherence to these principles will be a factor in considering whether a supplier is deemed eligible to be registered as a UN supplier or to do business with the UN, in accordance with applicable UN policies and procedures.

We encourage UN suppliers to improve their business practices in accordance with the principles set out in this Code of Conduct.

Contacts:

Any questions related to this Code of Conduct can be addressed to the High Level Committee on Management - Procurement Network (HLCM-PN) at email: hlcmpn.secretariat@one.un.org.