

IARC/WHO GENERAL AND CONTRACTUAL CONDITIONS

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

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

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

If the option for payment of a maximum amount applies:

- the Contract shall include a detailed budget;
- the Contractor shall be held to submit a financial statement together with each invoice;
- any advance payments by IARC/WHO shall be used by the Contractor exclusively for the work in accordance with the budget and any unspent balance shall be refunded to IARC/WHO;
- payment by IARC/WHO shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements; and
- 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; and
- consistent with section 1.3 (Audit and Access), all financial reports shall be subject to audit by or on behalf of IARC/WHO, including examination of supporting documentation and relevant accounting entries in the Contractor's books. In order to facilitate financial reporting and audit, the Contractor shall keep systematic and accurate accounts and records in respect of the work.

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

Unless otherwise specified in the Contract, in the event that the Contract is a Long-Term Agreement ("LTA"), the Contractor shall offer the same prices and terms as those agreed with IARC/WHO under the Contract to other interested United Nations system agencies and to organizations eligible to purchase through IARC/WHO, it being understood that each such agency and organization will be responsible for independently entering into and administering its own contract with the Contractor. The Contractor shall take into account the additional quantities of services purchased by all United Nations system agencies and other organizations as aforesaid to further reduce the prices for IARC/WHO and such other agencies and organizations.

1.1 CONDITIONS OF CONTRACT

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

1.2 RESPONSIBILITY

The Contractor will be responsible to ensure that the work performed under the Contract meets the agreed specifications and is completed within the time prescribed.

1.3 AUDIT AND ACCESS

IARC/WHO may request a financial and operational review or audit of the work performed under the Contract, to be conducted by IARC/WHO and/or parties authorized by IARC/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.

The Contractor shall make available, without restriction, to IARC/WHO and/or parties authorized by IARC/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.

IARC/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.

1.4 SOURCE OF INSTRUCTIONS

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

1.5 WARRANTIES

The Contractor warrants and represents to IARC/WHO as follows:

- 1) The deliverables shall meet the specifications called for in the Contract and shall be fully adequate to meet their intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free. The Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least one year after completion of the work. It is agreed, however, that errors and other defects which have been caused by modifications to the deliverables made by IARC/WHO without agreement of the Contractor are not covered by this paragraph.
- 2) The deliverables shall, to the extent they are not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of the Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables (including, but not limited to, licenses for IARC/WHO to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based so as to permit IARC/WHO to fully exercise its rights in the deliverables without any obligation on IARC/WHO's part to make any additional payments whatsoever to any party.
- 3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and shall be delivered to IARC/WHO free and clear of any and all liens, claims, charges, security interests and any other encumbrances of any nature whatsoever.
- 4) The Contractor, its employees and any other persons and entities used by the Contractor shall not violate any intellectual property rights, confidentiality, right of privacy or other right of any person or entity whomsoever.
- 5) Except as otherwise explicitly provided in the Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to IARC/WHO, to perform its obligations hereunder.
- 6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.

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

1.6 LEGAL STATUS

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

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

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

1.7 RELATION BETWEEN THE PARTIES

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

1.8 NO WAIVER

The waiver by either Party of any provision or breach of the Contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

1.9 LIABILITY

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

1.10 ASSIGNMENT

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

1.11 INDEMNIFICATION

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

1.12 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

1.13 SUBCONTRACTING

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

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

1.14 PLACE OF PERFORMANCE

Unless otherwise specified in the Contract, the place of performance of the work under the Contract shall be in Lyon.

1.15 LANGUAGE

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

1.16 CONFIDENTIALITY

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

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

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

1.17 TITLE RIGHTS

1) All rights pertaining to any and all deliverables under the Contract and the original work product leading thereto, as well as the rights in any non-original material incorporated therein as referred to in section 1.5 2) above, shall be exclusively vested in IARC/WHO.

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

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

1.18 TERMINATION AND CANCELLATION

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

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

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

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

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

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

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

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

1.19 FORCE MAJEURE

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by reasons outside such party's reasonable control it being agreed, however, that IARC/WHO shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the ownership rights referred to in section 1.17 (Title Rights), deliver to IARC/WHO all work products and other materials so far produced.

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

1.20 SURVIVING PROVISIONS

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

1.21 USE OF IARC/WHO NAME AND EMBLEM

Without IARC/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 IARC/WHO, or otherwise use the name (or any abbreviation thereof) and/or emblem of the International Agency for Research on Cancer or the World Health Organization.

1.22 PUBLICATION OF CONTRACT

Subject to considerations of confidentiality, IARC/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 IARC/WHO's Information Disclosure Policy and shall be consistent with the terms of the Contract.

1.23 SUCCESSORS AND ASSIGNEES

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

1.24 PAYMENT

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

1.25 TITLE TO EQUIPMENT

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

1.26 INSURANCE AND LIABILITIES TO THIRD PARTIES

The Contractor shall provide and thereafter maintain:

- (i) insurance against all risks in respect of its property and any equipment used for the execution of the Contract;
- (ii) all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract; and
- (iii) liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the performance of the work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees, partners or sub-contractors performing work in connection with the Contract.

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

- a. Name IARC/WHO as additional insured;
- b. Include a waiver of subrogation to the insurance carrier of the Contractor's rights against IARC/WHO;
- c. Provide that IARC/WHO shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.

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

1.27 SETTLEMENT OF DISPUTES

Any dispute relating to the interpretation or application of the Contract 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.

1.28 AUTHORITY TO MODIFY

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

1.29 PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be construed as a waiver of any of the privileges and immunities enjoyed by IARC/WHO under national or international law, and/or as submitting IARC/WHO to any national court jurisdiction.

1.30 ANTI-TERRORISM AND UN SANCTIONS; FRAUD AND CORRUPTION

The Contractor warrants for the entire duration of the Contract that:

- (i) it is 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 it will not make any payment or provide any other support to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity;
- (ii) it 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 the Contract; and
- (iii) the Contractor 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 the Contract.

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

1.31 ETHICAL BEHAVIOUR

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

1.32 OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of IARC/WHO has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or the award thereof.

1.33 COMPLIANCE WITH IARC/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 IARC/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 IARC/WHO Policies, by its employees and any other persons engaged by the Contractor to perform any services under the Contract.

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

For purposes of the Contract, the term "IARC/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 Code of Conduct for responsible Research; (iv) the WHO Policy on Whistleblowing and Protection Against Retaliation; and (v) 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.

1.34 ZERO TOLERANCE FOR SEXUAL EXPLOITATION AND ABUSE

IARC/WHO has zero tolerance towards sexual exploitation and abuse. In this regard, and without limiting any other provisions contained herein:

- 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 on Sexual Exploitation and Abuse Prevention and Response by any its employees and any other persons engaged by it to perform any services under the Contract; and (ii) promptly report to IARC/WHO and respond to, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Contractor becomes aware; and
- 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 on Sexual Exploitation and Abuse Prevention and Response; and (ii) promptly report to IARC/WHO, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Contractor becomes aware.

1.35 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 IARC/WHO Tobacco/Arms Disclosure Statement. In the event IARC/WHO requires completion of this Statement, the Contractor undertakes not to permit work on the Contract to commence, until IARC/WHO has assessed the disclosed information and confirmed to the Contractor in writing that the work can commence.

1.36 COMPLIANCE WITH APPLICABLE LAWS, ETC.

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract. Without limiting the foregoing or any other provision of these General and Contractual Conditions, the Contractor shall at all times comply with and ensure that each of its partners, subcontractors and their employees and agents comply with, any applicable laws and regulations, and with all IARC/WHO policies and reasonable written directions and procedures from IARC/WHO relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual harassment, (iv) privacy, (v) general business conduct and disclosure, (vi) conflicts of interest and (vii) business working hours and official holidays.

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

1.37 BREACH OF ESSENTIAL TERMS

The Contractor acknowledges and agrees that each of the provisions of section 1.30 (Anti-Terrorism and UN Sanctions; Fraud and Corruption), section 1.31 (Ethical Behaviour), section 1.32 (Officials not to Benefit), section 1.33 (Compliance with IARC/WHO Codes and Policies), and section 1.34 (Zero tolerance for sexual exploitation and abuse), section 1.35 (Tobacco/Arms Related Disclosure Statement) and section 1.36 (Compliance with applicable laws, etc.) hereof constitutes an essential term of the Contract, and that in case of breach of any of these provisions, IARC/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 of IARC/WHO.; 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 IARC/WHO.

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