REQUEST FOR PROPOSALS (RFP)

DEVELOPMENT OF AN INTERNAL DATA ARCHITECTURE AND GOVERNANCE TO ENABLE DATA-DRIVEN DECISION MAKING

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EXECUTIVE SUMMARY

- FIND, the global alliance for diagnostics, is leading a Request for Proposals (RFP) to develop and implement a data architecture and governance for internal and external use, to streamline data operations across the organization, facilitating collaboration and enabling data-driven decisions across all departments and units, particularly related to COVID-19 research and pandemic preparedness.

- This RFP is linked to a second one aiming at the development of an external-facing platform to provide comprehensive and reliable information on diagnostics to FIND’s key stakeholders and to facilitate collaboration with academic partners in LMICs.

- A budget envelope of up to USD$400 thousand is available to selected partners to enable the development of a platform that meets a set of predefined key product requirements.

- Suppliers are expected to commit to supplying an affordable and scalable solution, ideally based on open-source platforms.
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1. BACKGROUND

ABOUT FIND
FIND (www.finddx.org), the global alliance for diagnostics, seeks to ensure equitable access to reliable diagnosis around the world. We connect countries and communities, funders, decision-makers, healthcare providers and developers to spur diagnostic innovation and make testing an integral part of sustainable, resilient health systems.
We are working to save 1 million lives through accessible, quality diagnosis, and save US$1 billion in healthcare costs to patients and health systems.
We are co-convener of the Access to COVID-19 Tools (ACT) Accelerator diagnostics pillar, and a WHO Collaborating Centre for Laboratory Strengthening and Diagnostic Technology Evaluation.
We are headquartered in Geneva, Switzerland, with offices in India, Kenya, South Africa, and Viet Nam. We have active collaborations with more than 200 partners, including research institutes, academia, health ministries and disease control programmes, commercial partners, the World Health Organization, bilateral and multilateral organizations, and clinical trial sites.
Our work spans disease programmes and technical disciplines, in a matrix structure.

Our disease programmes sit within the two pillars of our 2021 strategy:

Global Health Security:
- Pandemic threats (including COVID-19 and other SARS viruses, Ebola, Marburg, Zika etc.)
- Antimicrobial resistance

Universal health coverage:
- Fever, malaria and general infectious diseases
- Hepatitis
- Neglected tropical diseases
- Tuberculosis
- Non-communicable disease

Potential other areas of work are being defined, in both infectious and non-communicable diseases.

Our technical disciplines are organized across the diagnostic value chain:
- Technology & development
- Clinical affairs
- Access
- Impact

Our 2021 strategy is available at the following link:

The ongoing COVID-19 pandemic has presented an immense challenge to LMICs which have struggled not only to obtain diagnostic tests, but also to deliver them equitably across the population and to understand their testing needs and coverage, crucial metrics in order to initiate a proper care-cascade. This RFP seeks to strengthen FIND’s internal data architecture in order to streamline and centralize data operations within the organization, in order to enable more effective data-driven decision making across all programs.
This RFP is jointly connected to a second RFP aimed at the development of an external-facing data portal to provide information related to diagnostics to FIND’s stakeholders.
CURRENT CONTEXT OF DATA USE

Audience
We are a globally operating not-for-profit organization with a wide-ranging, multi-lingual audience. Our key audiences include:

- Health specialists in Low- and middle-income country (LMIC) and high-income country (HIC) looking for information on available testing and surveillance technology, partnership, advice and funding support
- Policy makers looking for information on testing strategies or support to strengthen quality testing within their health systems
- Scientists working on diagnostic technology and interested in scientific progress within the areas of our work, including published articles co-developed (or not) by FIND staff/consultants/stakeholders
- Donors who want to be informed on our work and look for acknowledgment of the work supported
- Private sector R&D or delivery/access partners who may want to co-develop a product with us or seek market insights
- Not-for-profit healthcare partners, national and international NGOs who partner or may want to partner with us on health policy, advocacy and improving delivery and access to quality testing
- Specialists looking to collaborate with FIND (individuals or companies)
- Media, interested to hear FIND’s perspective as a key opinion leader and political leader in global health as well as retrieve information to present to their audiences
- General public interested in the diseases and how to test for them, as well as provide the political capital for action, influencing governments and donors

Use of data and needs
The importance and attention to diagnostics has enormously increased as a consequence of the COVID-19 pandemic, highlighting the importance of access to curated, timely and detailed information.
FIND operates with data across all its core departments (Technology & Development, Access, Clinical Affairs and Impact) and its key cross-functional and support units (Digital Health, Resource Mobilization, Business Intelligence, Project Management Office, Finance, and others).
The data with which we operate and communicate range across a wide spectrum, and (but are not limited to) applications in the following areas:

- Clinical data (trials to generate or support evidence related to diagnostics and their use)
- Genomic sequencing
- Uptake and use of diagnostics (in countries and/or specific locations)
- Market intelligence (diagnostic needs in countries/settings, either via real data and via modeling)
- Business intelligence (information on existing technologies, pipelines)
- Modeling (to support policies, uptake, investments)
- Testing policies and algorithms in countries
- Technology landscapes
- Digital health technologies
- Optimization of diagnostic resources and networks
- Internal data (grant management, finance, HR, tracking of KPIs, log-frames, reports of activities, etc.)

The use of data is currently mostly left to the individual units, operating with specific tools (e.g. Onedrive/Microsoft suites, OpenClinica, Veeva, Salesforce, etc.) resulting in a lack of coherence in the way data are generated, collected, stored and processed at a central level (“architecture”), consumed across departments (“governance”), reported, summarized and used to inform decisions that impact strategic outcomes.
This also results into the lack of a centralized and live source of data to use as a standard reference,
because data are mostly consumed as specific extracts from the dedicated platforms/tools for specific ad-hoc needs.

FIND manages a series of well-curated data dashboards, available through the main website, which provide scientific and technical information. These initiatives are however mostly conceived as stand-alone products rather than being part of an overarching ecosystem. Data constitute a fundamental resource for our communications, and the data science unit works closely with the communications team to provide the support needed.

**FIND’s DATA STRATEGY**

FIND’s data strategy highlights as its ultimate aim the importance of providing multiple diagnostic stakeholders with the information they need for data-driven decision-making across the full value chain.

We envisage to implement a cycle of information that leverages the value of data, starting from an acquisition phase to inform and get informed on the use and needs of diagnostics, policies, diseases, etc. to allow understand current gaps and progress towards global targets, in order to drive the implementation of new tools, algorithms, policies, access strategies whose impact will be ultimately measured and re-injected in the cycle.

We envision the following two elements to be key strategic components of the project:

**DATA ARCHITECTURE**

A systematic revision of internal and external data sources, processes, use and consumption across the organization, to propose an innovative architecture (e.g. data mesh, data lake) that allows to inject heterogenous data sources (internal and external) into a common system, standardizing the formats whenever possible, making the relevant data available to the entire organization (“democratization”), and therefore used to drive measurement of performance and strategic decisions.

**DATA PORTAL**

A dedicated multi-disease data hub to be hosted on a section of FIND’s website that will offer curated information on diagnostics (performance, use, policies, needs, etc) to a broad audience (ranging from researchers to private sector, press, policy makers, civil societies, donors, not for profit organizations, government bodies) to provide a reliable source of information and advocacy for the importance of diagnostics.

Some of the elements already are in place and can be found on FIND’s website and on the DxConnect suite of tools, however the overall coherence and harmonization of standards is a key element of the overall vision.

### 2. OBJECTIVE AND SCOPE

The scope of this RFP is specifically aimed at the **data architecture** component.

We are looking for a partner to support us on the following activities:

- Map internal data sources (types, formats, sources, destination, intended use), currently in use or planned to be adopted, and the tools used for their acquisition, storage, consumption, updates and communication across all units
- Map external data sources and their connectors that are currently in use, or planned to be added
- Strengthen FIND’s systems for data collection, management and analysis establishing links to key collaborators and data providers, with a focus on LMICs
- Identify existing gaps in data sources and connectors, and propose a plan for integration
- Envision an ideal data life cycle that leverages available data and creates a strategic asset in line with FIND’s strategic objectives
- Design a logic flow that highlights existing connections (and redundancies) in data sources, tools and use
- Map the use of data of each individual unit versus the objectives of the unit and the entire organization, to identify critical needs and areas requiring development
• Identify the needs for data advocates within units and map it versus current and future staff
• Design a data governance framework for internal use with specific processes to enhance data consumption and interoperability, in alignment with FIND’s core values under the principle of democratizing data as much as possible
• Define the data standards to use for the integration of the internal and external data sources
• Conceptualize a scalable data architecture and related connections/integrations to data sources (APIs, ETL/ELT, etc.) to meet the requirements of the organization
• Implement the proposed solution for internal use, integrating internal and external data in a phased approach
• Propose data standards that facilitate the adoption of the proposed architecture, to be used across the entire organization
• Once the architecture is in place, identify areas of opportunities for AI technology to be adopted to improve processes and decision-making across the organization
• Provide accurate estimates of the costs and needs (technical, employee) for the long-term maintenance of the implemented data architecture

We are looking for a partner who fully understands our short-term and long-term goals, who is proactive and flexible to build a solution that can accommodate our evolving needs.

We strongly prefer to rely on open-source, non-proprietary platforms whose development can be continued as part of a global good, and be made available to other partners, in line with the Sustainable Development Goals (SDGs).

3. PERFORMANCE STANDARDS
FIND expects the selected applicant to bring demonstrated expertise in the following areas:

Critical:
• Software architecture knowledge management expertise, necessary to gather business needs and requirements and proceed with design decision making.
• Demonstrated experience on providing recommendation for a data architecture, pipeline, and underlying technology stack.
• Expertise on data integration and implementation of interoperable systems.
• Extensive knowledge of cloud hosting platforms, with expertise on implementation and maintenance.
• Sound foundation on software engineering methodologies and design (i.e., Agile, DataOps, software architecture, service-oriented architecture).
• Open Frameworks (i.e. Apache Spark, Hadoop, Hive, MapReduce, Kafka)
• Expertise on data analytics platforms, BI tools, programming languages (i.e. React, Python, R), data exploration and visualization techniques.
• Expertise with development of organizational data governance and standards

Desirable:
• Understanding of different data management and exchange/interoperability standards in healthcare such as HL7, FHIR, etc.
• Understanding data annotation, tools, and requirements for creating datasets for AI.
• Prior exposure to global health stakeholders, understanding of data availability and needs

If several entities from a consortium plan to apply to this RFP together (for example, a database management company and a cloud space provider), a primary applicant must be identified for the purpose of this application. This primary applicant must have the ability to develop and provide technical support for the technology platform during and after this project.
Organizations that would like help to form a consortium should contact FIND immediately with an explanation of the type or types of partners required. FIND, at its sole discretion, may facilitate introductions with other potential RFP respondents. Once established, any consortium applying to this RFP should submit a single, unified proposal.

FIND also proposes weekly calls to track project progress, define action items, review risks, and identify and address challenges. Additional meetings will be held to review milestones defined after execution of the contract.

4. TIMELINES
The expectation is that this RFP will enable to implement an initial pilot of the data architecture by September 30th 2022.

The anticipated timeline for this initiative is as follows (may vary depending on applicant):
1. Selection of suppliers (1.5 months)
2. Negotiation of terms and financing (1 month)
3. Project-related activities (8 months)

The timelines for the response and decision process are the following:

RFP response:
- Confirmation of participation: 20th March 2022
- Opportunity to schedule Zoom call(s) for clarification or additional information:
  - 21st–25th March 2022
- Submission of application 30th March 2022
- Shortlisted agencies invited to give a 2-hour presentation of full proposal (in person or via Zoom): 4th – 8th April 2022

Decision communicated: 13th April 2022

Project delivery:
- Contract start: 1st May 2022
- Initial implementation of data architecture: 30th September 2022
- Full-scale roll-out of platform: 30th November 2022

5. APPLICATION GUIDELINES

This RFP is an invitation for a suitable establishment to submit a proposal for the project described above. Therefore, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer of acceptance by any person, or as creating any form of contractual, promissory, or other rights.

Please follow the MS PowerPoint presentation template to provide the required information. Recommended length: Not more than 20 slides (including appendices). Supplementary information can be included as appendices.

In addition, please fill the following information as a part of the proposal.

- **Appendix 1**: Self-assessment against the ‘Product vision outline’: For each product vision document item, state whether it is “not met”, “minimally met” or “optimally met” with an explanation and supporting data.
- **Appendix 1**: Provide relevant information in the ‘Organization Assessment Criteria’.
These appendices are in the format of a MS Excel spreadsheet and should be filled and attached with the MS PowerPoint presentation when submitting the proposal.

Applicants should use the following outline for the MS PowerPoint presentation:

1. Executive summary
2. Organization
   2.1. Brief history of the organization and key achievements in the context of the project
   2.2. Leadership team
   2.3. Total number of employees and description of main units
   2.4. Annual financial turnover

3. Business & operations
   3.1. Geographic presence
   3.2. Outsourced activities relevant to the project

4. Technology & product
   4.1. Describe how products and solutions will be developed with a user-oriented approach

5. Project
   5.1. Proposed approaches for key project issues, including:
      5.1.1. Ensuring platform performance as per specified requirements
      5.1.2. Ensuring an appropriate data governance is in place and adopted
      5.1.3. Training all users on the technology platform usage
      5.1.4. Providing connections to and from the central data repository and individual teams and units
      5.1.5. Any other items considered significant or challenging
   5.2. Workplan and timeline
   5.3. Deliverables
   5.4. Budget
   5.5. Risks
   5.6. List of key personnel planned to be involved in the project and their expertise

A budget should be submitted as part of the proposal. The final contract will provide additional details on the financial terms. Proposals and any other correspondence are to be sent in English by e-mail to data_rfp@finddx.org.

6. HOW TO APPLY
Submit applications via the FIND’s Technology Scouting Submission Webform. Please select ‘Data’ as the Disease Area and ‘RFP: Data Architecture’ as the ‘Disease Area Subtype’ and proceed with the online submission. Templates for the Applicant Presentation and Assessment Matrix can be downloaded from the submission portal. Please upload your completed Applicant Presentation and Assessment Matrix, along with any supporting documents by 30th March 2022.
7. FUNDING AWARDS
Funding for the RFP is provided through FIND from donor grants under kfW; a budget envelope of up to US$400 thousand will be available. Funding negotiations will be conducted independently and confidentially for each proposal; the form and amount of the award will be tailored to the application.

Applicants may be public or private entities, institutions, or organizations. Applicants may also be a group or collaboration of public and/or private entities. A single lead entity shall be designated and shall assume responsibility of the application and of negotiations with FIND. Formal written authorizations from partners will only be required of applicants invited to full contract development. FIND reserves the right to request additional information confirming the validity of specific collaboration agreements, i.e., that specific and appropriate contractual agreements either exist or can be established between partners.

8. AWARD CONDITIONS
For this RFP, applicants who are selected for final awards are expected to:
- Commit to and follow FIND Global Access Policy and FIND Code of Conduct and Ethics
- See Appendix 2 for additional information on “Grounds for Exclusion”.
- Accept the Terms and Conditions of KfW Declaration of Undertaking (Appendix 3).

9. EVALUATION AND AWARD PROCESS
Proposals will be assessed, and partners selected, through a systematic process, which is described in detail in the KfW Procurement guide. A first pass evaluation of all applications will be performed for an assessment of scope of work and clarification of essential technical and partner-specific details. Those applications deemed suitable for a potential collaboration will then undergo an in-depth second pass evaluation that grades the potential partner organization (Appendix II of this document) and capacity to achieve the current product vision outlined in Appendix I of this document. A framework for these scoring criteria is outlined in pages 14-16 of the Technology and Partner Selection Guidelines. Applicants will be notified of FIND’s decision after the final partner selection. Details of FIND approach to engagement with private sector partners is outlined in our Policy & Guidelines for Working with Private Sector Partners. A particular focus will be put on the following during the partner selection process:

Technology and product:
- Current capability with respect to the product vision document’s criteria listed in Appendix 1
- Future likelihood of meeting product vision documents optimal criteria
- Approach to addressing key project issues listed in ‘Section 5.1’ in the application guidelines

Partnership opportunity:
- Organizational assessment
- Cost of the project

10. QUESTIONS & FURTHER INFORMATION
Please email questions to: data_rfp@finddx.org. Questions will be accepted and responded to expediently until 15 March 2022.

11. CONFIDENTIALITY
FIND considers any proposal received under the RFP as confidential. If required, FIND can sign a CDA with interested Applicants/Bidders prior to proposal submission. FIND will not disclose the proposal to third parties.
without the prior written agreement of the proposal submitter. Review of proposals will be carried out by an internal FIND team as well as a team of external experts (which may or may not include members of FIND’s independent Scientific Advisory Committee), all of whom are under confidentiality and are recused if found to have a potential conflict of interest (which they are obliged to disclose). Any specific questions concerning confidentiality should be addressed to the FIND team.

12. CONTRACTUAL TERMS AND CONDITIONS

FIND will use a commercial level contractual mechanism where the standard Terms and Conditions address the requirements of supplying a product for public health particularly in LMICs, as set forth under Appendix 4.
13. APPENDICES

APPENDIX 1: PRODUCT VISION DOCUMENT
Provided as additional Microsoft Excel file.
APPENDIX 2: GROUNDS FOR EXCLUSION

Country of origin is not an exclusion criterion for this call, **except** where an international embargo or sanction by the United Nations, the European Union or the German Government applies.

Applicants/Bidders shall not be awarded a Contract if, on the date of proposal submission or the intended date of award, they:

- are bankrupt, being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
- have been:
  - convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons who themselves are subject to such convictions or sanctions;
  - convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for sanctionable practice during any Tender Process or the performance of any Contract or for an irregularity affecting the EU's financial interests;
- have been subject, within the last five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless (i) this termination was challenged and (ii) dispute resolution is still pending or has not confirmed a full settlement against them;
- have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or in Switzerland (governing law will be Switzerland);
- are subject to an exclusion decision of the World Bank, or any other multilateral development bank, and are listed in the respective table with debarred and cross-debarred firms and individuals available on the World Bank’s website or any other multilateral development bank, and cannot demonstrate, with supporting information along with their DoU, that the exclusion is irrelevant in the context of this RFP;
- have given a misrepresentation in supplying the information requested by FIND as a condition to participate in this RFP.
APPENDIX 3: DECLARATION OF UNDERTAKING

Development of an internal data architecture and governance to enable data-driven decision making (the "Contract")

1. We recognize and accept that KfW only finances projects of the Foundation for Innovative New Diagnostics ("FIND") subject to its own conditions, which are set out in the Funding Agreement it has entered with FIND. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture¹ or our Subcontractors under the Contract. FIND retains exclusive responsibility for the preparation and implementation of the RFP and the performance of the Contract.

2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture, including Subcontractors under the Contract, are in any of the following situations:

   2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered receivership, reorganization or being in any analogous situation;

   2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons who themselves are subject to such convictions or sanctions;

   2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in Switzerland or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU’s financial interests (in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in response);

   2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged, and dispute resolution is still pending or has not confirmed a full settlement against us;

   2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or in Switzerland;

   2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website http://www.worldbank.org/debarr respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or

   2.7) being guilty of misrepresentation in supplying the information required as a condition to participation in this Request for Proposals (RFP).

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

   3.1) being an affiliate controlled by FIND or a shareholder controlling FIND, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

   3.2) having a business or family relationship with FIND’s staff involved in the RFP or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

   3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contact with another Applicant or Bidder which allows us to have or

¹ In the context of this “Declaration of Undertaking”, Joint Venture is given to mean collaboration between parties. For clarity, it is not intended in the common contractual sense where two parties share assets and benefits, in addition to risks, in a defined business venture.
give access to information contained in the respective Applications or Offers, influencing them or influencing the decisions of FIND;
3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for FIND;
3.5) in the case of procurement of Works, Plant or Goods:
   i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
   ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of FIND, which will inform KfW, of any change in the situation with regard to points 2 to 4 above.

6. In the context of the RFP and performance of the corresponding Contract:
   6.1) neither we nor any of the members of our Joint Venture, nor any of our Subcontractors under the Contract, have engaged or will engage in any sanctionable practice during the RFP process and, in the case of being awarded a Contract, will not engage in any sanctionable practice during the performance of the Contract;
   6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
   6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organization\(^2\) (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by FIND and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

   In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract, will (i) upon request, provide information relating to the RFP application and the performance of the Contract, and (ii) permit FIND and KfW or an auditor appointed by either or both of them, and in the case of financing by the European Union also to European institutions having competence under European Union laws, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.

7. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract, undertake to preserve the above-mentioned records and documents in accordance with applicable laws, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable laws. Furthermore, we accept that all data (including personal data) generated in connection with the preparation and implementation of the RFP and the performance of the Contract are stored and processed according to the applicable law by FIND and KfW.

Name: ____________________________ In the capacity of: ____________________________

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\(^2\) In case ILO conventions have not been fully ratified or implemented in the Employer’s country, the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) worker grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker’s organizations and e) non-discrimination.
Duly empowered to sign in the name and on behalf of ³: __________________________

Signature: __________________________

Dated: __________________________

³ In the case of a Joint Venture, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.
APPENDIX 4: ACCESS AND RELATED TERMS AND CONDITIONS FOR PUBLIC SECTOR IN LMICs

A list of certain key terms and conditions to be addressed in any contractual agreement executed by FIND for investment and support of successful project applications to the RFP. The below language is given for guidance purposes only. Final language to be agreed between the parties (“XYZ” and FIND) to each agreement denoted by [●].

1 SOME KEY DEFINITIONS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturing Cost of Goods Sold (COGS)</td>
<td>All direct costs such as labour, material, and allocated overhead costs in Product production;</td>
</tr>
<tr>
<td>COVID-19</td>
<td>Coronavirus disease caused by SARS-CoV-2, declared as a Public Health Emergency of International Concern by WHO on 30 January 2020;</td>
</tr>
<tr>
<td>Ex Works (EXW)</td>
<td>Defined under INCOTERMS 2020 and based on COGS;</td>
</tr>
<tr>
<td>Eligible purchasers</td>
<td>All public health sectors (PHS) in LMICs and other private (i.e. non-governmental) healthcare providers not defined under PHS, but which may have access to preferential access conditions to a Product for use in a public health setting, and as further set out under the Global Access Article [●], and as determined on a case-by-case basis by FIND;</td>
</tr>
<tr>
<td>Global access</td>
<td>Meaning set forth under the Article [●].</td>
</tr>
<tr>
<td>Intellectual property (IP)</td>
<td>Patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world. Such IPR may be encompassed in part or in whole under the deliverables and/or Product;</td>
</tr>
<tr>
<td>Know-how</td>
<td>All technical and other information which is not in the public domain (other than a result of a breach of confidence), including but not limited to information comprising or relating to concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, procedures, designs for experiments and tests and results of experimentation and testing, processes, specifications, and techniques, laboratory records, relating to but not including Foreground Intellectual Property or Intellectual Property, as previously defined in this Agreement;</td>
</tr>
</tbody>
</table>

2 QUALITY REQUIREMENTS

Quality Management Systems (“QMS”). XYZ shall ensure compliance at all times with the following;
Ensure an appropriate QMS covering in vitro diagnostic products, is in place and compliant with SRA and/or WHO Pre-qualification (“PQ”) requirements; and
Ensure any Product obtains and maintains appropriate SRA and/or WHO PQ authorization or approval, as appropriate, for the duration of this Agreement or its market availability in LMICs, which ever is longest.

3 ADDITIONAL THIRD PARTIES

General. XYZ may use Third Parties as subcontractors in the performance of its activities undertaken in connection with this Agreement, provided; a) FIND is informed and agrees in advance in writing to such subcontractor, and; b) XYZ must obtain each subcontractor’s written agreement to comply with all the applicable terms and conditions of this Agreement. In addition, FIND may require to review the relevant sections of any agreement between XYZ and the Third Party in question, solely to ensure compliance with this Article [●]. For the sake of clarity any activity and/or obligation assigned to a Third Party under this Article [●] of this Agreement shall be considered nonetheless as being assigned to XYZ and XYZ shall be wholly held accountable for the fulfilment of such activity/obligation and any failure by the Third Party to execute their obligations shall be considered the full and direct responsibility of XYZ.

4 GLOBAL ACCESS AND GENERAL PRODUCT SUPPLY CONDITIONS

General. Each Party recognizes the requirements in accordance with the Global Access to ensure that any Product arising from the Agreement, will be made accessible and affordable to people living in the LMICs. Both Parties will take all reasonable and diligent actions necessary, within their scope and freedom to operate, that any Product arising from the Agreement will be made available broadly in a manner that meets their respective Global Access requirements, including but not limited to; a) provide access to the Product on an affordable basis, and including required in-country registrations as agreed with FIND, and local service and support. In addition, the Parties subscribe to the concept and implementation of Global Access as set out under the FIND policy at www.finddx.org/policies whereby, subject to the terms and conditions of this Agreement, specified results, data, generated pursuant to this Agreement shall be made broadly and publicly available to any and all entities including any Public Sector bodies, as well as for-profit and not-for-profit organizations, and research centers working in healthcare in, or for, resource-limited settings.

Eligible Purchasers and Affordable Price. XYZ agrees to the following;

a. In particular, with respect to pricing, under the TPP, the Affordable Price shall be determined as an EXW price, currently as a target of US$ per Test Unit, which may include consumables used for sample preparation or instrument (if required);
b. Affordable Price to be available to Eligible Purchasers looking to supply Product to LMICs
c. Other Countries. Notwithstanding the above, XYZ shall make its commercial best efforts to ensure sufficient supply of products to LMICs which are not Priority Countries.

Priority Countries and Volume Commitments. In general the Parties agree that the Eligible Purchasers should be the main focus for Product supply and have the right to the Global Access terms set out under this Article [●]. In addition, the following countries shall be considered as the “Priority Countries” [●].

Technology Licence Agreement – in the case of a Technology Transfer, if applicable

XYZ shall enter into a Technology Licence Agreement with ABC, based on the following terms, comprising the following key Definitions and “flow through” obligations:

a. Field shall mean the detection of SARS-CoV-2 infection in humans, or as mutually further agreed with respect to other infectious disease agents by the Parties.
b. Territory shall include all LMICs as defined by the World Bank, as amended from time to time.
c. Global Access key terms regarding the Affordable Price and other key access terms to be an obligation under the Licence.
d. Scope of the Licence: XYZ to be granted, a non-exclusive, non-sublicenseable (only to Affiliates), royalty-free, fully paid up and perpetual licence under the ABC IP to develop, make, or have made, use, offer for sale, sell, have sold, export or import the Product anywhere in the world for the purpose of its use in the Field and in the Territory. As per Article [●], the Field definition may be extended by mutual agreement of the Parties.
e. Background IP: Such Licence shall include the right to use any pre-existing (Background) ABC IP at zero (or minimal) royalty rates as long as it is required for the commercialisation of the Product.
f. Technology Transfer: Such Licence shall include appropriate technology transfer obligations under which XYZ and the Manufacturer of Record shall develop a mutually agreed plan of activities and deliverables to ensure such successful Technology Transfer (the “Transfer Plan”) in order to ensure that the Manufacturer of Record will be able to produce and commercialize the Product. The Transfer Plan shall be agreed within [●] weeks of the Effective Date.

As the principal funding partner under this Agreement, FIND reserves the right to participate in the licence negotiations between XYZ and ABC. The final Licence Agreement will fully reflect and incorporate the terms for such Licence as set out in this Agreement. XYZ will provide to FIND copies of such final Licence Agreement prior to execution, for FIND’s review and comments and final acceptance, and a final copy of the fully executed agreement for its records.
5 INDEMNIFICATION

XYZ will be responsible for the manner in which all activities performed under or as a result of this Agreement are carried out and will indemnify and hold harmless FIND for any and all claims and liabilities (including legal fees and costs) arising or resulting from such activities carried out by XYZ, its employees, authorized agents, and subcontractors.

6 COMPLIANCE WITH FIND POLICIES

Code of Conduct and Ethics: FIND has established a Code of Conduct and Ethics (the “Code”) as set forth under the FIND site at https://www.finddx.org/policies. By executing this Agreement, XYZ acknowledges it has read and understood the contents of the Code, has informed the appropriate personnel of the Code’s existence and agrees to abide with the Code terms and conditions, or warrants that it has its own code of conduct which is substantially equivalent and that such own code of conduct is currently applied to XYZ.

Anti-Terrorism: XYZ will not participate, directly or indirectly, in support of activities (a) related to terrorism; (b) with persons or entities that appear on the United Nations Security Council Consolidated List; or the sanctions list of donor countries including the UK, The Netherlands, Germany, USA, Canada and Australia; (c) with countries or territories against which the U.N. maintains comprehensive sanctions, under applicable law unless specifically approved by FIND in writing, at FIND’s sole discretion.

Anti-Corruption & Anti-Bribery: XYZ will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision by FIND, including by assisting any party to secure an improper advantage.

Political Activity & Advocacy: XYZ may not use funds to influence the outcome of any election for public office in any country, or to carry on any voter registration drive.

Child Safeguarding: XYZ is committed to comply with all relevant local law on child rights and welfare in order to provide what is in ‘best interest of the child’ including employment law that apply to children and shall not use any funds under this Agreement to support the contrary.

Specific warranty regarding tobacco and arms. XYZ has, and currently has not had during the past four (4) years, any relations or linkages, with the tobacco or arms industry, or any subsidiary of a tobacco or arms company or commercial entity involved with the manufacture, sale, or distribution of tobacco/arms or tobacco/arms products, including, but not limited to, financial interests, controlling interests, or commercial relations resulting in licensing agreements, programmes, initiatives, research, or projects funded by the tobacco/arms industry, jointly administered with tobacco/arms-affiliated entities, or done for the tobacco/arms industry.

7 GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of Switzerland.

The Parties hereto undertake to settle any dispute concerning the validity, interpretation, and/or performance of this Agreement in an amicable manner. To the extent practical, the Parties shall continue to work under the Agreement pending the final outcome of any dispute. If the Parties fail to resolve such dispute, controversy or difference through good faith negotiations, any dispute, controversy, or claim arising under, out of, or relating to this Agreement or any task and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the ICC Mediation Rules. The commencement of proceedings under the ICC Mediation Rules shall not prevent any disputing party from commencing arbitration in accordance with the following paragraph. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The number of arbitrators shall be three (3). The place of arbitration shall be Geneva, Switzerland. The language of the arbitration shall be English.