

REQUEST FOR PROPOSALS (RFP)
DIGITAL TOOL FOR HOSPITAL ACQUIRED INFECTIONS SURVEILLANCE IN NEPAL

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1. LIST OF ABBREVIATIONS, ACRONYMS AND DEFINITIONS

Abbreviations and Acronyms	Definitions
AMR	Antimicrobial Resistance
CDA	Confidential Disclosure Agreement
HAI	Hospital Acquired Infections
HIS	Health Information Systems
HMIS	Health Management Information System
IPCC	Infection Prevention Control Committee
LIMS	Laboratory Information Management System
LMICs	Low- and middle-income countries
MOHP	Ministry of Health and Population
RFP	Request for Proposal
TWG	Technical Working Group
WHO	World Health Organization

2. BACKGROUND INFORMATION

FIND (www.finddx.org) was established in 2003 as a global non-profit organization dedicated to accelerating the development, evaluation, and delivery of high-quality, affordable diagnostic tests for poverty-related diseases, including tuberculosis, malaria, HIV/AIDS, Ebola virus disease, sleeping sickness, hepatitis C, leishmaniasis, Chagas disease, Buruli ulcer, and acute febrile illnesses. FIND functions as a global health product development partnership, engaging in active collaboration with over 150 partners. FIND's headquarters are in Geneva, Switzerland, with country offices in India, South Africa, Kenya, and Vietnam. More about FIND and our programmes can be found on www.finddx.org.

In line with FIND's AMR strategy on preventing further development of AMR by increasing access to testing for infections associated with AMR at the primary care level, improving data collection to inform the development of clinical guidelines and support patient management FIND is, in collaboration with MoH, implementing a surveillance system for Hospital Acquired Infections (HAI) for the detection of HAI cases in Nepal in selected hospitals.

Use of digital tools for HAI surveillance is of key importance in this project and is expected to among others:

- Improve the collection, availability and sharing of quality HAI data at the healthcare facility and at national level.
- Improve HAI response through the analysis and use of HAI data.
- Support the implementation of HAI interventions by the relevant committees.
- Through improved reporting of HAI cases, inform national efforts to address the AMR crisis.

FIND is already engaging in-country stakeholders including MOH, health facilities, relevant committees, and expert consultants to understand the immediate needs for an effective, efficient, and sustainable HAI surveillance system as well as how to best leverage digital tools to compound the impact. From these we have a better understanding of user needs, documented the required workflows, developed data collection and reporting tools, and identified opportunities for use of digital tools to optimise the workflows.

Therefore, FIND seeks to develop and support implementation of digital tools for HAI surveillance that are expected to establish and improve HAI surveillance in Nepal.

3. STATEMENT OF PURPOSE

FIND is seeking a competent organisation to develop, on behalf of FIND, and support implementation of digital tools for HAI surveillance in Paropakar Maternity and Women's hospital (PMWH) in Nepal.

4. SCOPE OF WORK AND DELIVERABLES

The goal for this project is to leverage digital tools to improve HAI surveillance capacity in Paropakar Maternity and Women's Hospital (PMWH) situated in Thapathali, Kathmandu, Nepal with a bed capacity of 480.

The immediate focus under this scope of work is to setup a surveillance system for device associated infections (DAIs) with possibility of extending to other infections in the future. The key stakeholders are the HAI Surveillance TWG, Infection Prevention Control Committee (IPCC), and ICT services providers at the hospital level and the Ministry of Health and Population (MoHP) at the national level. FIND will have full rights to the resulting software tool including applicable source code, documentations, and configuration, and may freely and publicly distribute the same in open source/ access terms under the correspondent Creative Commons license.

The scope entails:

1. Digitizing case reporting forms (CRFs) used for data collection as per the surveillance protocol, workflows, and guidelines. The data collection process should be adaptable to various deployment scenarios such as mobile devices, desktops, offline syncing mode and should also be amenable to customization e.g., adding additional data variables without requiring specialized skillsets in software development.
2. Providing an electronic portal for analysing and visualizing surveillance data to answer important questions for the surveillance teams.
3. To the extent possible, pulling some data variables for the CRF from existing electronic systems such as Hospital Information Systems (HIS) and Laboratory Information Systems (LIS) through integration.
4. Designed to securely share data with other systems in the hospital and at the national level.
5. Designing the digital tool with rich and intuitive user experience to reduce data entry errors as well as the training required when onboarding new users.
6. Piloting and eventual deployment of the digital tool within the health facility.

Modularity

It is desirable to design the digital tool to emphasize separation of functionality into independent modules. This can be achieved by adopting a modular approach in the development. The digital tool should be developed to fit in the established HAI surveillance and should be easy to use, interoperable with other key systems in the digital health ecosystem, scalable, secure, and capable of supporting multiple health facilities and concurrent data entry without affecting performance. The platform should also be configurable to support surveillance of other HAIs with low to moderate level of effort.

To realize the project objectives, the selected applicant is expected to, among others, undertake the following activities:

- Consultations and review of HAI surveillance process and other related information such as case reporting forms, surveillance protocols, and patient workflows. This will allow the selected applicant to understand the scope and requirements specification of the digital tools.
- Design the digital tool by developing solution architectures, prototypes, and user experience designs.
- Development, testing and quality assurance of the digital tool.
- Integration of the digital tool with other data systems such as LIMS, electronic medical records system, national reporting systems for health, etc.
- Set up the required infrastructure to host the digital tool at the hosting site. The service provider shall ensure that the industry grade security measures of data both in transit and at rest, data backup and recovery are well implemented.
- Training of users and stakeholders on the use and maintenance of the digital tools for HAI surveillance
- Field testing the digital tool in healthcare settings including installation and preparation of the tools for use and supporting users during initial use of the tools.
- Improving the digital tools based on field feedback and development of a roadmap and recommendations for rollout of the tools.
- Deployment of the digital tools for use in healthcare settings
- Development of key documentation about the digital tools including but not limited to user guide, other technical documentation relevant for maintenance of the system by users or their support team, and technical guidance on sustainability and optimal use of the digital tools.
- Provide regular reports to FIND on the progress of the project.

The deliverables include;

- Digital tools developed as per the specifications, deployed, configured, and customized for use.
- Documentation of the digital tools user and system including recommended hardware infrastructure with industry grade orchestration and containerization design required to support implementation of the digital tools (Software Requirements Document or similar).
- Training of users and stakeholders on the use and maintenance of the digital tools.
- Monthly reports on the progress of the assignment
- Software artefacts (code base)
- Key documentation including customizations, integrations and configurations documentation, and user guides.
- A final report summarizing the work performed, the product, the outcomes, lessons learned and recommendations for future enhancements of the digital tools.

5. DELIVERY TIMELINES

The expectation is that execution of the assignment will commence as soon as possible and will enable development, field testing and subsequent deployment of the digital tools for HAI surveillance six months. The indicative timelines for the delivery of the assignment are the following:

- Document review, consultations, and solution design: 3 weeks
- Development and quality assurance: 14 weeks
- User training, field testing and tool improvement: 4 weeks
- Deployment and user support for routine use: 6 weeks

6. PERFORMANCE STANDARDS

FIND expects the applicant to demonstrate expertise in the following:

Must have:

- Minimum experience of 5 years in developing and implementing digital health tools including disease surveillance systems as well as digitizing data collection tools.
- Enough human resources to undertake the full scope of work within the specified timelines.
- Experience in developing closely related tools which can be easily adapted or customized to fit the need.
- Working with global goods for health within Low- and Mid-Income Countries (LMICs) settings such as DHIS2.
- Development and implementation of digital tools with capacity for mobile offline and online data collection
- Advanced understanding of software design principles such as interoperability of disparate systems, modularization, containerization, APIs, data visualization, data exchange (health domain), rapid prototyping, and workflow-based systems.
- Ability to engage non-technical stakeholders.
- Skills in designing digital tools with keen focus on UI/UX.

Good to have:

- In-country presence in Nepal.
- Previous work in development of digital health tools in Nepal in the last 3 years.
- Understanding of international public health and experience in implementing closely related tools
- Experience in training technical and non-technical staff on IT systems

If several entities from a consortium plan to apply to this RFP, a primary applicant must be identified for the purpose of this application. The primary applicant must have the ability to develop and provide technical support for the required digital tools.

7. APPLICATION GUIDELINES

Interested applicants should prepare and submit a proposal in English and formatted in Microsoft Word, Microsoft PowerPoint, or PDF that is organized under the following structure:

- Executive summary
- Applicant profile: Brief description of the legality and background of the applicant. Documents supporting the legal entity of the applicant including incorporation, tax registration, trading licence or others should be attached to the proposal as appendices.
- Technical Approach and Methodology: understanding of the objectives of the assignment, technical approach, technology solution options, and methodology proposed for implementing the assignment
- Work plan: Description of the proposed plan for the implementation of the main activities of the assignment, their content and duration, phasing and interrelations, deliverables, and delivery timelines.
- Risks and potential mitigation measures: Description of potential threats to execution of the assignment and proposed mitigation measures.
- Team composition: Description of the structure, roles, experience, and technical skills for the team proposed to perform the assignment. CVs of the proposed key experts should be included on the proposal as appendices.
- Related experience: Description of the applicant's previous work and portfolio that are relevant to the assignment. Supporting documents as evidence of such experience should be attached to the proposal as appendices.
- Budget: Description of the cost for execution of the assignment including a breakdown of all the financial elements. Applicants should provide as much information as possible to explain the proposed budget.

Complete proposals should be submitted by email to amr-rfp@finddx.org by 12:00 CET (Central European Time) on **April 3rd, 2023**.

Selection of the applications will be based upon separate assessments of the offers. FIND reserves the right to request further information throughout the RFP process.

8. FUNDING AWARDS

Funding for the RFP is provided through FIND from donor grants. Funding negotiations between FIND and the selected applicant (based on the technical proposal) will be conducted confidentially to determine the form and amount of the award tailored to the application.

9. AWARD CONDITIONS (EXCLUSION CRITERIA)

Applicants/Bidders that are selected for final awards are required to:

- Be legally permitted to perform work in the country where the contract will be performed.
- Commit to and follow [FIND Global Access Policy](#) and [FIND Code of Conduct and Ethics](#).
- Be able to meet all conditions described in Appendix 1 to this RFP

10. EVALUATION AND AWARD PROCESS

Applications will be assessed, and a service provider selected through a systematic process involving both technical and financial evaluations. A first pass evaluation of all proposals will be performed for an assessment of proposal completeness and clarification of essential technical and provider-specific details, and only complete proposals that contain all the required details will be selected for a technical and financial evaluation. Proposals selected for technical and financial evaluation will be evaluated to determine the applicant's capacity to execute the project as per the following evaluation criteria.

No.	Criteria	Score
1	Experience of the applicant relevant to the assignment and demonstration of successful execution of projects of similar nature	20%
2	Extent to which the applicant demonstrates a strong understanding of the health system and operating context in LMICs, preferably Nepal	10%
3	Adequacy, quality and feasibility of the proposed methodology and work plan to deliver the scope of work and deliverables	20%
4	Key experts' qualifications and competence for the assignment	20%
5	Appropriateness of proposed technologies to deliver affordable and scalable digital solution, preferably based on open-source tool.	20%
6	The financial proposal including the transparency and breakdown of all financial elements. This is not based on the figures but whether the budget covers all elements necessary for development of the digital tool.	10%

FIND will invite the applicant receiving the highest score based on the above criteria to negotiate the technical and financial components if necessary. If the negotiations fail to result in an acceptable contract within a reasonable time, the FIND reserves the right to terminate the negotiations, at its sole discretion, and to invite, at its sole discretion, the applicant receiving the next highest score to negotiate both its technical and financial proposals

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 uses commercial level contractual mechanisms where the standard Terms and Conditions address the requirements of supplying a product for public health particularly in LMICs as set forth under **Appendix 2**.

13. QUESTIONS AND COMMUNICATIONS PROTOCOL

Please email any questions in English by e-mail to amr-rfp@finddx.org. Questions will be accepted and responded to expediently until **28th March 2023**.

14. APPENDICES

APPENDIX 1

Eligibility and Compliance Criteria

Applicants/Bidders shall not be awarded a financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of Contract, they meet any of the following conditions: bankruptcy; sanctioning (using sanctions lists from the UN, EU, Switzerland, and any other FIND donor country); financial irregularities; breach of contract; World Bank exclusions (or by any other multilateral development bank); and/or misrepresentation.

Conflict of Interest:

Applicants/Bidders will also be disqualified if they:

- are an affiliate of FIND (i.e. country offices)
- have a business or a family relationship with FIND staff involved in the procurement processes, or in the supervision of the resulting Contract
- are controlled by or are under common control of another Applicant or Bidder
- receive from or grant subsidies directly or indirectly to another Applicant or Bidder
- have the same legal representative as another Applicant or Bidder
- maintain direct or indirect contacts with another Applicant or Bidder that afford access to information contained in the respective Applications or Offers, allowing them to influence either the submissions or FIND's decisions
- in the case of Consulting Services:
 - are engaged in a Consulting Services activity which, by its nature, may conflict with the assignment that they would carry out for FIND
 - were directly involved in drawing up the ToR or other relevant information for the Tender Process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Applicants/Bidders and the preparation of the ToR was not part of the activity
 - were during the last 12 months prior to publication of the Tender Process indirectly or directly linked to the project in question through employment as a staff member or advisor to FIND and are or were able in this connection to influence the Award of Contract.
- in the case of a Tender Processes for Non-Consulting Services:
 - prepared or have been associated with a consultant who prepared specifications, calculations and other documentation for the Tender Process;
 - have been recruited or are proposed to be recruited, themselves or any of their affiliates, to carry out the Contract

- are state-owned entities, which are not able to provide evidence that i) they are legally and financially autonomous and that ii) they operate under commercial laws and regulations

Appendix 2: KEY TERMS & CONDITIONS

A list of certain key terms and conditions to be addressed in any contractual agreement executed by FIND. The below language is given for guidance purposes only. Final language to be agreed between the parties to each agreement.

1. SOME KEY DEFINITIONS

<p>“Global Access”</p>	<p>means the principles according to which diagnostic products shall be available, affordable and appropriate for use in the Territory, as further set forth in FIND's Global Access Policy available at www.finddx.org/policies, as amended from time to time;</p>
<p>“LMICs” or the “Territory”</p>	<p>means those countries defined by the World Bank as having “low-income economies”, “lower middle-income economies” or “upper middle-income economies”, as may be amended from time to time;</p>
<p>“Private Health Sector”</p>	<p>means any non-governmental institute in the Territory in the health sector which operates on a for-profit basis, and which may have access to preferential access conditions to a product such as set out under Global Access, and as determined on a case-by-case basis by FIND;</p>
<p>“Public Health Sector”</p>	<p>means (i) any government in the Territory, including any government ministry of health, department or agency, or any local or regional governmental body, authority or entity, and (ii) any officially recognized, not-for-profit organization including private not-for-profit organizations, or funds, that pursue activities to relieve suffering, promote the interests of the poor, provide basic social services, or undertake community development, including, but not limited to, the World Health Organization (and other UN organizations), ICRC, UNICEF, Save the Children Fund, Médecins Sans Frontières, Unitaid, PEPFAR, the Global Fund, FIND or its authorised designee and other funding organizations;</p>

2. 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.

3. 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 <https://www.finddx.org/about-us/governance-and-policies/find-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.

4. RECORDS

XYZ and FIND shall maintain records in sufficient detail and in good scientific manner and as appropriate for patent purposes, and in compliance with applicable laws and regulations, as properly reflects all work done and results achieved in the performance of the Agreement. Such records shall include books, records, reports, notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof, computer information storage means, samples of materials and other graphic or written data generated in connection with the Agreement.

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. AUDITS, REVIEWS, OPERATIONAL AND TECHNICAL EVALUATIONS

FIND and/or other parties designated by FIND, may conduct or commission financial audits, reviews, or operational or technical evaluations of activities, documents or records relating the Agreement (the "Ad-hoc Audit") at any time during the lifetime of this Agreement and for a period of three (3) years following termination or expiry of this Agreement, not exceeding two (2) times per year. Such Ad-hoc Audits shall be conducted during regular business hours and upon reasonable notice to XYZ. The costs of such Ad-hoc Audits will be covered by FIND. This may include the facilitation of visits to relevant sites to review the progress made in the provision of the services and the achievement of its objectives.

For the purposes of any Ad-hoc Audit, XYZ shall maintain accurate, readily accessible operational information and documentation on the progress made in the implementation of this Agreement. XYZ shall make such operational information and documentation available at a reasonable request from FIND and shall provide the requested information, together with clarifications and satisfactory explanations to queries, in a timely manner. A copy of the final Ad-hoc Audit report will be provided to XYZ.

Environmental regulations. In addition to operational, project management and financial aspects, FIND or its donors, may require an assessment of the potential impact of the investments under this Agreement with a particular focus on environmental regulations such as those governing the control of potential pollution and management of natural resources. Prior to the commencement of any such evaluation, FIND shall indicate any supplementary information that may be required for the purposes of such evaluation.

7. CONFIDENTIALITY AND DATA PRIVACY

General. Each Party agrees to hold in confidence and not disclose or transfer in any manner any Confidential Information received from the other Party under this Agreement, except that Confidential Information may be disclosed which: (i) was in a Party's possession or control prior to the date of disclosure; (ii) was in the public domain or enters into the public domain through no improper act on any Party's part or on the part of any of a Party's employees; or (iii) is rightfully given to from sources independent of the Party in question.

Disclosure by Law. In the event the receiving Party is required by judicial or administrative process to disclose Confidential Information, it shall promptly notify the disclosing Party thereof so that the disclosing Party may seek to oppose such process or reduce the scope of such disclosure.

Terms of the Agreement. No Party shall disclose any terms or conditions of this Agreement to any Third Party other than non-confidential details which refer to the existence and general type of agreement, without the prior consent of the other Parties; provided, however, that a Party may disclose the terms or conditions of this Agreement, (i) on a need-to-know basis to its legal and financial advisors to the extent such disclosure is reasonably necessary, (ii) to a Third Party in connection with (a) a merger, consolidation or similar transaction by such Party, or (b) the sale of all or substantially all of the assets of such Party or (iii) as otherwise required by law. FIND will be entitled to share this Agreement with its donors, and FIND shall request its donors to treat such information as confidential.

Term of Confidentiality. These confidentiality obligations shall survive the expiration or termination of this Agreement and will expire five (5) years after such termination or expiration.

Effect of Termination. Upon request made by the disclosing Party, following termination or expiration of this Agreement, the receiving Party shall return all Confidential Information received except that the receiving Party may retain in its confidential files one copy of written Information for record purposes only.

Personal Data Privacy. The Parties shall comply with applicable data protection legislation including the EU Regulation 2016/679, including any future amendment, and the UK Data Protection Act 2018, including any future amendment, and relevant international regulations, and any and all Personal Data shall not be disclosed between the Parties. For the sake of clarity, "Personal Data" means any information relating to an identified or identifiable natural person (or "Data Subject") in particular an identifier such as a name, an identification number, location data, or an online identifier and/or medical data such as found in a personal medical record, held by a medical practitioner or a clinical facility. The duration of confidentiality of Personal Data shall be without a time limit unless otherwise agreed between the Data Subject and the affected Party in writing.

8. INDEPENDENT CONTRACTOR RELATIONSHIP

For the purpose of this Agreement, the Parties hereto are independent contractors and nothing contained in this Agreement shall be construed to place any of the Parties in the relationship of partners, principal and agent, employer/employee or joint venture. No Party shall have the power nor the right to bind or obligate another Party, and no Party shall hold itself out as having such authority.

9. 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/about-us/governance-and-policies/find-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.

Anti-Trafficking: XYZ is committed to comply will all relevant local, national and international laws and regulations to prevent and fight againts “Trafficking in Persons” including, but not limited to the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime.

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.

10. 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, shall be submitted to mediation in accordance with the [WIPO Mediation Rules](#), in effect at such date. The place of mediation shall be Geneva, Switzerland. The language to be used in the mediation shall be English. If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within sixty (60) days of the appointment of the mediator, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the [WIPO Expedited Arbitration Rules](#) in effect at that date.