SUMMARY OF CERTAIN CONTRACT PROVISIONS

The Contract will incorporate the terms and conditions of the UNHCR General Conditions of Contract for the Provision of Services, a copy of which is attached as an Annex to this RFP. Without limitation to the terms and conditions of the UNHCR General Conditions, the Contract include provisions relating to the following:

1. Performance of Services

The contractor will perform the services in accordance with the requirements of the Contract, applicable laws, best industry practice (i.e. the highest degree of skill, care, prudence, supervision, diligence, foresight, quality control, timeliness and quality management, as well as best generally accepted industry processes, techniques and materials).

The contractor will adhere to UNHCR's policies and documented practices (including documented Project Management Lifecycle (PMLC) and security practices, ITIL practices and the contractor's own best practices which do not conflict with the other requirements of the Contract.

The contractor will implement and maintain a continuous improvement and optimization process to ensure that UNHCR receives, at all times, high quality services and value for money.

The contractor will perform its obligations in accordance with the time plan, milestones or other schedule or statement of work applicable thereto or, in the absence of an applicable schedule, within a reasonable time.

The contractor will provide, at its own expense, all personnel, equipment, supplies, materials, tools, transportation and other facilities required for the provision of the services and the performance of its obligations under the Contract.

2. Service Levels

The contractor will comply with the Service Levels and such other measures of performance as are specified in the Contract or additionally agreed in writing by the parties. In case of any service failure, the remedies described in the Contract on Service Levels will be available to UNHCR, including the contractor's liability for Service Credits.

UNHCR's rights with respect to service level obligations are without prejudice to UNHCR's other rights and remedies under the Contract.

3. Review of Performance

UNHCR will have the right to review all services and deliverables provided by the contractor, at all reasonable places and times. UNHCR will perform such review in a manner that will not unduly hinder the performance by the contractor of its obligations under the Contract. The contractor will cooperate with all such reviews of performance by UNHCR, at no cost or expense to UNHCR.

(a) With respect to reports, analyses and other documentary deliverables ("documentary deliverables"), the following acceptance procedures will apply:

- Upon receipt, UNHCR will review a documentary deliverable to ascertain whether or not it complies with the applicable specifications and requirements.
- If UNHCR accepts a documentary deliverable, UNHCR will issue a written acceptance certificate. UNHCR will also be entitled to issue partial acceptance certificates in which certain parts of a documentary deliverables are identified as accepted and certain parts of a documentary deliverables are identified as rejected.
- If UNHCR rejects a documentary deliverable, UNHCR will notify the contractor in writing together with a description of the deficiencies of the documentary deliverable. The contractor will promptly remedy the documentary deliverable and provide the revised documentary deliverable to UNHCR for review.

(b) With respect to services provided by the contractor which do not conform to the requirements under the Contract, the following will apply:

- If UNHCR determines that the improper performance of the services can be remedied by way of re-performance or other corrective measures by the contractor, UNHCR may request the contractor to take, and the contractor will take, at no cost or expense to UNHCR, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed services.

(c) With respect to the contractor's obligations under the Contract other than the provision of services and/or deliverables, it UNHCR determines that the improper performance can be remedied, then UNHCR may request the contractor to take, and the contractor will take, at no cost or expense to UNHCR, the measures necessary to remedy the non-performance or faulty performance of such obligations.

Where the deliverable, services or other obligations described in sub-paragraph (a), (b) or (c) above are provided under a fixed price statement of work or related to support and maintenance, the contractor's performance of its obligations with respect to review of performance will be at no additional cost or expense to UNHCR.

Where UNHCR reasonably determines that the contactor's failure to provide deliverables, services or to perform other obligations under the Contract, UNHCR may UNHCR may elect to require the contractor to provide a Corrective Action Plan and to comply with the provisions described in paragraph 4 below.

The above-described procedures are without prejudice to UNHCR's other rights and remedies under the Contract.

4. Corrective Action Plans

UNHCR may elect to require contractor to provide a Corrective Action Plan (i) in the event of an election by UNHCR for a Corrective Action Plan as described under paragraph 3 above or (ii) in the event of one or more service failures relating to Service Levels. If UNHCR makes such an election, the contractor will promptly comply with the following Corrective Action Plan process (including where the contractor disputes its responsibility for the events at issue):

(a) Upon request of UNHCR, the contractor will submit a draft Corrective Action Plan to UNHCR for review. The draft Corrective Action Plan will set out:

- full details of the event, including a root cause analysis.
- the actual or anticipated effect of the event
- the steps which the contractor proposes to take to rectify the event and to prevent a similar event from recurring.
- a binding timetable for the implementation of such steps.

(b) UNHCR may reject or require modification to the draft Corrective Action Plan by notice to the contractor if UNHCR reasonably considers that it is inadequate.

(c) If UNHCR agrees to a Corrective Action Plan, the contractor will immediately commence performance and will implement the actions set out in the Corrective Action Plan, including in accordance with the timetables set out therein.

The above-described procedures are without prejudice to UNHCR's other rights and remedies under the Contract, except that for so long as the contractor is in compliance with its obligations under the Corrective Action Plan, UNHCR will not be entitled to terminate the Contract on the grounds of the event giving rise to the Corrective Action Plan.

5. Early Warning Notice

Without prejudice to contractor's obligations under this Agreement, the Contractor will notify UNHCR in writing immediately on becoming aware that it will not be able to perform, or has not performed, its obligations in accordance with the terms of this Agreement (an "Early Warning Notice"). The Early Warning Notice will provide as much detail as is reasonably available to the Contractor so as to describe the affected elements of its obligations, the reason for the disruption and the steps the contractor will undertake to prevent the disruption and/or mitigate the effects of the disruption. The contractor will provide regular status updates and will, in any event, immediately notify UNHCR in the event of a material change in circumstances. Unless expressly permitted under the Contract or agreed in writing by UNHCR by an express written waiver, an Early Warning Notice will not excuse the contractor of any responsibilities or release it of any obligations.

6. Relief Events

Except as expressly stated in the Contract, UNHCR will have no obligation to provide any assistance to the contractor in performing its obligations. The contractor will promptly give notice to UNHCR if a failure by UNHCR to comply with its obligations reasonably may have an adverse impact on the provision of services and deliverables under the Contract. If after receipt and acknowledgment of the validity of such notice, UNHCR does not remedy the failure within a reasonable time, then the contractor will be allowed an extension of time with respect to the performance of its obligations identified in such notice. This extension of time will constitute the contractor's sole and exclusive grounds for excuse for failure to meet the obligations identified in such notice, except with respect to the expressly defined exceptions, if any, relating to Service Levels and force majeure. In no event will UNHCR be liable for breach or any fees, charges, expenses, losses, damages or any other financial liability connected with such a failure, unless expressly agreed to in writing by an authorized UNHCR representative.

7. Intellectual Property

In addition to, and without any limitation of, Article 11 (Copyrights, Patents and Other Proprietary Rights) of the UNHCR General Conditions for the Provision of Services, the following provisions will apply:

(a) The contractor will grant or will procure the granting to UNHCR of all intellectual property rights necessary as may be necessary for UNHCR to enjoy the full benefit and enjoyment of the deliverables, services or other obligations of the contractor under the Contract and for the performance of UNHCR's mandate. Unless otherwise expressly agreed by UNHCR, such licenses will be perpetual, royalty-free and non-exclusive. Where such rights consist of open source licenses, freeware or similar rights, UNHCR will be informed in advance and will have the right to reasonably object and to require the Contractor to procure alternative rights that are reasonably acceptable to UNHCR.

(b) With respect to deliverables developed or provided by the contractor in performance of the Contract:

- UNHCR will own all right, title and interest (including intellectual property rights) in such deliverables.
- the contractor will provide customary representations, warranties and undertakings, including with respect to quality, ownership and infringement.

8. UNHCR Service Providers

UNHCR has engaged and will have the right to engage one or more third parties as UNHCR service providers with respect to services and work that may be similar to, related to or interconnected with the provision by the contractor of the deliverables and services under the Contract. At the request of UNHCR, the contractor will enter into a cooperation agreement with UNHCR and any such services providers designated by UNHCR in order to assure the proper and efficient delivery of deliverables and services to UNHCR. The contractor will at all times work together in good faith with such other services providers and perform its obligations under any such cooperation agreement.

9. Contractor's Representations and Warranties

The contractor will provide customary representations and warranties regarding capacity and authority, litigations, consents and authorizations, intellectual property ownership and infringements and the accuracy of information. The contractor will also represent and warrant that it has conducted all necessary due diligence regarding the full scope and volume of the work involved in performing the services and that in submitting its bid and entering into the Contract, it has not relied on any representations or other information, except as provided by UNHCR as part of the RFP.

10. Change Control Procedure; Contract Modifications

Any modifications to the provision of the services under the Contract will be subject to the Change Control Procedures set out in the Contract.

Any change that results in an amendment to the Contract or any schedules or annexes thereto will require a written amendment signed by authorized representatives of the parties.

11. UNHCR Data

UNHCR data is and will remain the exclusive property of UNHCR and the contractor has a limited, nonexclusive license to access and use UNHCR Data as provided in the contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the contractor will have no other rights, whether express or implied, in or any UNHCR Data or its content. UNHCR data includes data or any information which is provided to the contractor by, or on behalf of, UNHCR or which the contractor accesses or collects in the performance of the services and any data and information or analyses which is based on such UNHCR data. Without limitation, UNHCR data includes security telemetry, logs, images or other data, including as required, to perform forensic or consultancy services. UNHCR data that is personal data is subject to any supplemental or deviating provisions referred to under paragraph 13 below. Use of UNHCR data includes processing, retention and storage of UNHCR data.

Use of UNHCR Data for marketing, sales, or promotional or purposes is strictly prohibited. The contractor will not sell to or otherwise use any UNHCR data for the benefit of any third party (including “data mining”), whether through automated or human means, except as expressly authorized in writing by UNHCR.

The contractor will process, retain or store UNHCR Data (including under subcontracting or subprocessing arrangements) exclusively in countries that are a party to the 1946 Convention on the Privileges and Immunities of the United Nations and that provide other arrangements that ensure adequate legal protection of UNHCR privileges and immunities and be liable for any resulting damages or penalties for its failure to comply with its obligations.

The contractor will acknowledge and agree that UNHCR data is subject to the privileges and immunities accorded to the United Nations, including UNHCR, and that, as a result, any such UNHCR data is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any party, unless such immunity is expressly waived in writing by UNHCR. The contractor will ensure that UNHCR data is stored exclusively in countries that have recognized the privileges and immunities of the United Nations pursuant to the General Convention.

In the event that any third party requests access to UNHCR data, the request will be immediately transmitted to UNHCR. To the extent the contractor may be required to disclose or provide access to such data and information, the contractor will notify UNHCR of such requirement prior to disclosure, and will undertake diligent efforts to avoid and/or limit disclosure and comply with consultation and other requirements under the Contract.

The contractor will impose the same requirements relating to UNHCR data, data security, data protection and data confidentiality as are imposed upon the contractor itself by the Contract and the UNHCR General Conditions, on its subcontractors and subprocessors and on other agents, representatives or third parties performing any part of the Contract.

12. Data Security

The contractor will treat UNHCR data as confidential and will not disclose UNHCR data or otherwise make UNHCR data available to any third-party except with the prior written authorization of UNHCR. The contractor will comply with UNHCR data security policies and will implement and maintain safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary to meet the contractor's confidentiality and data security obligations under the Contract. These safeguard and controls will include data encryption, anti-virus and anti-malware protections, intrusion detection and reporting methods, which are necessary and sufficient to protect: (i) the confidentiality and integrity of UNHCR data that is electronically maintained, stored, processed and/or transmitted; (ii) UNHCR data from unauthorized access, destruction, use, modification or disclosure; and (iii) UNHCR data against deterioration or degradation of its quality and authenticity. These safeguards and controls will comply with requirements under applicable law but will be no less protective than those used by the contractor to protect its own confidential information, and in no event less than reasonable in view of the nature and type of Data involved.

At UNHCR's request, the contractor will provide UNHCR with copies of the applicable policies and a description of the safeguards and controls that the contractor uses to fulfill its confidentiality and data security obligations. UNHCR may assess for compliance with the contract the effectiveness of these safeguards, controls and protective measures and, at UNHCR's request, the contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNHCR.

Access to UNHCR data will be limited to contractor's personnel on a "need to know" basis. The contractor will not, and will ensure that its personnel will not, transfer, copy, remove or store UNHCR Data from a UNHCR location, network or system without prior written approval of an authorized official of UNHCR. For the avoidance of doubt, the contractor will be liable for purposes of Article 7.1 of the UNHCR General Conditions for all loss, destruction or damages caused by an intentionally malicious act or omission of personnel of the contractor or a subcontractor. UNHCR may require contractor personnel performing work on UNHCR systems to take appropriate UNHCR trainings and to execute confidentiality declarations.

The contractor will promptly notify UNHCR of any actual, threatened or suspected unauthorized access to, disclosure of, use of or acquisition of UNHCR data (a data breach) and immediately, at the contractor's cost and expense, implement all actions necessary to mitigate any deleterious effect of such data breach, correct, remedy or cure such data breach, restore UNHCR's access to the service and prevent similar data breaches from occurring in the future.

The contractor will, at its sole expense and risk, return, delete, or destroy all UNHCR Data, including data backups, upon written instruction of UNHCR. UNHCR will provide a reasonable period of time and take into account the contractor's reasonable policies and legal obligations, as well as the termination or expiration date of the Contract.

13. Data Protection

The contractor has established and maintains in effect a data protection policy that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of personal data under

the Contract. The contractor will comply with any guidance or conditions on access and disclosure notified by UNHCR to the contractor in respect of UNHCR data that is personal data.

Where the Contract requires processing of personal data, the contractor may perform such processing only under the instructions of UNHCR. The contractor will report to UNHCR on any disclosure of such personal data to external parties and any data breach impacting the contractor. Personal data will not be transferred or handed to third parties under any title, not even for custody purposes, except as instructed by UNHCR.

The contractor will adhere: (i) the principles set out in the UN Personal Data Protection and Privacy Principles adopted by the UN High-Level Committee on Management on 11 October 2018 and (i) with respect to the processing of personal data of persons of concern, the UNHCR Policy on the Protection of Personal Data of Persons of Concern to UNHCR (2015). If deemed necessary by UNHCR in applying this Policy, sign a Supplemental Agreement with respect to the protection of personal data of persons of concern.

The contractor will promptly inform UNHCR of any communication or request from a data subject with respect to personal data processed under the Contract. The contractor will provide reasonable assistance to UNHCR, including by providing UNHCR with relevant information and documentation, with respect to such communications or requests.

14. Security Practices and Controls

(a) The contractor will establish and maintain key security controls as follows:

- The contractor will designate a security focal point;
- ensure the logical segregation of UNHCR Data from other information to the fullest extent possible; and
- employ encryption in transit and at rest.

(b) As a manner of demonstrating Contractor's effectiveness of service organization policies and controls, provide a copy of the Contractor's most recent and recurring certificates and reports for ISO 27001, SSAE 18 SOC 2 Type 2 report or ISAE 3402 equivalent to include, at Trust Services Criteria (TSC) for security, availability and confidentiality.

15. Contractor Personnel

The contractor will comply with all applicable international standards and local labor laws, ordinances, rules, and regulations pertaining to the employment of local and international staff in connection with the performance of its obligations in the countries where the services will be performed, including regulations associated with the payment of the employer's portions of income tax, insurance, social security or other similar payments. The contractor will be responsible for obtaining, at its own cost and expense, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of the contractor's obligations under the Contract, including all entry/exit visas and work permits for its personnel.

All contracts for the contractor's personnel assigned to render the services will provide that

UNHCR is not liable to any such personnel under any such contract or for any reason. The contractor will ensure that all of its personnel who are assigned to work at UNHCR sites for substantial periods of time to render the services are (a) medically fit to perform such work or services and (b) adequately covered by insurance for any service related illness, injury, death or disability.

The contractor will be fully responsible and liable for, and UNHCR will not be liable for (a) any action, omission, negligence or misconduct (including wilful misconduct) of the contractor or its personnel; (b) any insurance coverage which may be necessary or desirable for the purpose of this Contract; or (c) any costs, expenses, or claims associated with any illness, injury, death or disability of the contractor's personnel.

The contractor will procure, and be fully liable for, the compliance of any subcontractor and any subcontractor’s personnel with the terms and conditions of the Contract.

16. Records; Audits

The contractor will maintain up-to-date records necessary to verify the performance of its obligations in accordance with the Contract, including (a) all documents and records required to be maintained by applicable law, (b) copies of the Contract, any amendment, change or modification hereto, (c) any reports or other documentation that the contractor is required to produce/submit pursuant to the Contract, (d) minutes of all meetings between the Parties and their representatives. The contractor will promptly, upon request from UNHCR, provide to UNHCR or its representative copies of such records.

17. Payment terms

Unless otherwise provided in the Contract, fee will be payable within 30 days of receipt by UNHCR of an invoice issued by the contractor.

UNHCR may withhold payment if, in the reasonable opinion of UNHCR, the contractor has not satisfactorily performed its obligations in accordance with the terms of the Contract. UNHCR and the contractor will consult in good faith to promptly resolve outstanding issues with respect to a disputed invoice. If UNHCR disputes an invoice, UNHCR will notify the contractor accordingly. Upon resolution of a dispute regarding an invoice, UNHCR will pay the relevant amount (if any) within 30 days from the date of resolution.

UNHCR will have the right, without prior notice to the contractor (any such notice being waived), upon any amount becoming due and payable hereunder to the contractor, to set-off any payment, indebtedness or other claim (including any overpayment made by UNHCR or any claim for loss or damage to UNHCR property) owing by the contractor to UNHCR hereunder or under any other agreement between the Parties. UNHCR will promptly notify the contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice will not affect the validity of such set-off.

The contractor will not be entitled to interest on any late payment or on any sums payable under the Contract, nor to any accrued interest on payments withheld by UNHCR that are subject to a dispute.

18. Termination

The following is a summary of the termination rights of the parties under the Contract:

(a) Termination for Cause by UNHCR. UNHCR will have the right to terminate the Contract, in whole or in part, for cause:

- if the contractor commits a material breach of the Contract which is not remedied within 60 days.
- if during any twelve-month period, the contractor fails to meet the required objectives/deliverables.
- if the Contractor fails to comply with its obligations under a Corrective Action Plan.
- in accordance with any other provision under the Contract.

(b) Termination for Convenience by UNHCR. UNHCR will have the right to terminate the Contract, in whole only, for convenience upon not less than 90 days' prior written notice.

(c) Termination for Cause by the Contractor. The Contractor will have the right to terminate the Contract, in whole only, for cause if UNHCR commits a material breach of the Contract which is not remedied within 120 days.

(d) No Termination for Convenience by the Contractor. The Contractor will not have a right to terminate the Contact, whether in whole or in part, for convenience.

19. Exit Assistance

The contractor will provide the services and perform its obligations under the Contract in a manner that will, on the expiration or termination of all or part of the Contract, including with respect to one or more of the services and one or more of the sites, facilitate and permit an orderly exit from the Contract (or the applicable parts thereof with respect to one or more sites or services) and a complete and successful transition and transfer of the provision of the Services from the Contractor to UNHCR and/or any replacement contractor.

In connection with the expiration or earlier termination of all or part of the Contract, the Contractor will provide exist assistance as required under the Contract, including under an exit plan.

During the exit assistance period, the contractor will continue to provide the services UNHCR at the fees set forth in Contract, which obligation will not cease until the completion of a transfer of the services to UNHCR and/or a replacement contractor, and will ensure that the Service Levels are met.

In addition, during the exit assistance period, the contractor will:

- fully cooperate with UNHCR and any replacement contractor in planning and implementing the transition

- provide UNHCR and any replacement contractor all information needed for an orderly end and transfer of the service
- provide technical specifications of the environment that support the then current services, as well as documentation used to provide the services, including up-to-date operating procedures, backup and technical documentation.
- transfer to UNHCR and/or a replacement contractor all UNHCR data, material and any other information provided by UNHCR or otherwise necessary for the performance of the services.
- provide reasonable assistance and support in connection with the transition to UNHCR and/or a replacement contractor for a period of 30 days following handover.

20. Settlement of Disputes

Article 18 (Settlement of Disputes) of the UNHCR General Conditions will apply to any dispute, controversy or claim under the Contract and/or under any other agreements relating thereto.

21. Privileges and Immunities

Nothing in or relating to the Contract and/or any other agreements relating thereto will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs or of UNHCR (as a subsidiary organ of the United Nations).