



CALL FOR PROPOSAL 2022/OEMMR/003  
Regional Environmental Assessment for the Indian Ocean

**Deadline for submission (extended): 16 August 2022**

#### BACKGROUND

1. The International Seabed Authority (ISA) is an international organization established under the 1982 United Nations Convention on the Law of the Sea and the 1994 Agreement relating to the Implementation of Part XI of the United Nations Convention on the Law of the Sea. The Authority is the organization through which States Parties to the Convention shall, in accordance with the regime for the seabed and ocean floor and subsoil thereof beyond the limits of national jurisdiction (the Area) established in Part XI and the Agreement, organize and control activities in the Area, particularly with a view to administering the resources of the Area. The ISA is required to take the measures necessary to ensure effective protection for the marine environment from harmful effects, as set out in the Convention.
2. In line with above, the International Seabed Authority (ISA) is seeking an individual consultant or a group of consultants with requisite experience to carry out the related tasks identified in the attached Terms of Reference (Annex B) and invites proposals to be submitted via email to [RFP@isa.org.jm](mailto:RFP@isa.org.jm) no later than 16 August 2022.

#### GENERAL INSTRUCTIONS

3. Proposals must be expressed in English and should be valid for a minimum period of 60 days. The currency for fees quoted must be United States American dollars (USD).
4. Potential contractors must complete Annex A (Bidder Information Form) and attach it to the proposal.
5. It shall remain the responsibility of bidders to ensure that proposals reach the Authority on or before the deadline.
6. Submission of a proposal shall be deemed to constitute an acknowledgement by the bidder of the General Conditions of Contracts for the services of Consultants and Individual Contractors (Annex

C).

7. The Authority implements a zero-tolerance policy on fraud and other proscribed practices, including corruption, unethical practices and obstruction. ISA is committed to preventing, identifying and addressing all such acts and practices against the Authority, as well as third parties involved in its activities.
8. The Authority requests that every bidder prevent and avoid conflicts of interest, by disclosing clearly to the Authority any involvement or possible conflict of interest in the preparation of their proposal.
9. Potential contractors are to send their request for clarifications or questions regarding this call for proposal, via email to [oemmr-secretariat@isa.org.jm](mailto:oemmr-secretariat@isa.org.jm).
10. Proposals should be concise but thoroughly and sufficiently demonstrate the competence and expertise of the applicant to meet the requirements contained in the Terms of Reference (Annex B).
11. The *Curriculum Vitae* of the applicant should be attached to the proposal.

**CALL FOR PROPOSAL 2022/OEMMR/003**  
**Regional Environmental Assessment for the Indian Ocean**  
**ANNEX A – BIDDER INFORMATION FORM**

Date: (day, month, year)

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1. Full name:
2. Legal address:
3. E-Mail address:
4. Nationality:
5. Provide a general description of your related experience, including how it meets/exceeds the requirements listed in Annex B. IN the case the application is submitted by a group of experts, please list the names, affiliation and areas of expertise of each expert. This section should not exceed 2,500 words.
6. Are there any indicting circumstances that the ISA should be made aware about?  Please provide details :
7. Bidder's signature:

## **Annex B. Term of Reference for a consultancy on Regional Environmental Assessment for the Indian Ocean triple junction ridge and nodule-bearing province**

**Organization:** International Seabed Authority (ISA)

**Position type:** Consultancy

**Job title:** Consultant – Regional Environmental Assessment (REA) related technical support

**Duration:** from the signing of the contract to July 2023

**Reporting to:** Programme Manager (Marine Environment)

**Starting date:** Immediate

### **BACKGROUND**

The International Seabed Authority (ISA) is an international organization established under the 1982 United Nations Convention on the Law of the Sea and the 1994 Agreement relating to the Implementation of Part XI of the United Nations Convention on the Law of the Sea. The Authority is the organization through which States Parties to the Convention shall, in accordance with the regime for the seabed and ocean floor and subsoil thereof beyond the limits of national jurisdiction (the Area) established in Part XI and the Agreement, organize and control activities in the Area, particularly with a view to administering the resources of the Area. The ISA is required to take the measures necessary to ensure effective protection for the marine environment from harmful effects, as set out in the Convention<sup>1</sup>. In line with this mandate, the Council took note of a strategy (ISBA/24/C/3) for the development of Regional Environmental Management Plans (REMPs) for key provinces in the Area where exploration activities under contracts were being carried out, identifying the Indian Ocean triple junction ridge and nodule-bearing province as one of the priority areas. As highlighted in this strategy, the development and implementation of REMPs in the Area require a collaborative and transparent approach, including the compilation and analysis of available data from multiple sources, as well as a consultation with recognized experts from the international scientific community, contractors and relevant international organizations.

In this context, the ISA is convening a series of workshops to support the development of REMPs in priority regions. For details of the REMP workshops held, please refer to the website <https://isa.org.jm/minerals/environmental-management-plan-clarion-clipperton-zone>. The ISA secretariat also plans to organize a workshop in the first half of 2023 to support the development of a REMP in the Indian Ocean where exploration activities are taking place, in collaboration with the Ministry of Earth Science and the National Institute of Ocean Technology of India. The aims of the REMP workshop are to:

- review, analyze and synthesize scientific data and information on biogeography; physical, geological and environmental settings; and biodiversity, ecosystem features and habitats, from the Indian Ocean triple junction ridge and nodule-bearing province;

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<sup>1</sup> Article 145

- review current exploration activity within contract areas and distribution of resources (polymetallic sulphides and nodules) along the Indian Ocean triple junction ridge and nodule-bearing province;
- describe potential areas that could be affected by the exploitation of mineral resources in the Area and would require enhanced management measures and precautions, and
- discuss a framework to address cumulative impacts from exploitation in order to achieve effective protection of the marine environment.

In this context, the Regional Environmental Assessment (REA) aims to provide relevant background scientific information in support of the above-mentioned Workshop on the Development of a REMP for the Indian Ocean. The detailed scope and outline for the REA can be found in the Appendix.

## **OBJECTIVES AND SCOPE OF WORK**

Working under the supervision of the Programme Manager (Marine Environment) and other officers of the Office of Environmental Management and Mineral Resources (OEMMR) at the ISA secretariat, this consultancy will provide scientific and technical inputs in the preparation of REA for the Indian Ocean.

### **1. Scope of the assignment**

Working closely with OEMMR, the consultant shall undertake the following tasks:

#### **1) Prepare a draft REA for the Indian Ocean region**

- a. Conduct a comprehensive review of scientific literature and information on aspects related to regional environment settings, as outlined in the Appendix;
- b. On the basis of this review, prepare a draft REA report in line with the aims, scope and outline of the REA as explained in the Appendix; and
- c. In discussion with the ISA secretariat, incorporate relevant unpublished information if available and considered feasible within the scope of this consultancy.

#### **2) Review and update the draft REA based on feedback**

- a. Address comments from the ISA secretariat and co-chairs of the REMP workshop on the draft REA before the REMP workshop;
- b. In discussion with the ISA secretariat, prepare a short presentation on the REA during the REMP workshop; and
- c. Revise the REA based on workshop discussions and feedback from the workshop participants.

### **2. Expected outputs and timeline for completing the REA report**

The expected outputs will be a REA report, prepared following the outline in the appendix and containing a review and synthesis of the best available literature, and other information if available.

The first draft of the REA is expected to be submitted to the ISA secretariat by 28 February 2022.

The revised REA is to be completed one month after the completion of the REMP workshop (tentatively scheduled for May 2023).

## **SCHEDULE OF PAYMENTS**

Payment will be made in several phases based on deliverables. The payment details will be discussed with the selected applicant.

## **SELECTION / EVALUATION**

All proposals will be reviewed by a committee and selection will be based on:

- The knowledge, skills and experience of the applicant
- The financial proposal

Only shortlisted applicants will be contacted.

## **MODALITIES OF WORK**

The work shall be performed at the Consultant's home base with scheduled virtual meetings with ISA Secretariat staff as required.

Where travel is deemed necessary, a round trip airline ticket (economy) as per prevailing ISA policies on official travel and DSA at the prevailing ICSC rates established on the travel days would be provided to the Consultant.

In an effort to facilitate timely and accurate outcomes by the Consultant, the OEMMR Director and Programme Manager (Marine Environment) will make reasonable and practical efforts to respond promptly to the Consultant's queries and to provide the necessary reference material as identified by the consultant, where feasible.

## **MONITORING**

The Consultant will report to and receive guidance from the Programme Manager (Marine Environment) who, after close consultation and cooperation with the relevant officers within the Secretariat, will review and approve the deliverables/outputs.

## Appendix. Annotated Outline for the Regional Environmental Assessment Report for the Area of the Indian Ocean

### I. Introduction

The REA provides an overview and synthesis of existing scientific literature and other information relating to the area of the Indian Ocean triple junction ridge and nodule-bearing province. The information compiled in the REA forms the basis for a regional environmental assessment, and covers the geological, oceanographical, biological and other aspects of the marine environment in this area. The REA will provide the participants of this workshop with relevant scientific information to inform workshop discussions. The REA will also help review the status of scientific knowledge and identify knowledge gaps for future efforts. It is envisaged that the REA will be a living document, to be updated and improved over time as more information becomes available.

The information presented in the REA can contain both published and unpublished information. An example of REA report for the northern Mid-Atlantic Ridge can be found at <https://www.isa.org.jm/files/documents/rea-feb2020-reduc.pdf>.

To guide the collection and organization of information in the REA, a detailed outline was prepared. This outline was based on the parameters and categories of information recommended for environmental baseline studies, as set out in the ISA recommendations for the guidance of contractors for the assessment of the possible environmental impacts arising from exploration for marine minerals in the Area (ISBA/25/LTC/6/Rev.1).

The geographical scope for information compilation should include areas around existing contract areas for exploration of polymetallic nodules and sulphides in the Indian Ocean (see <https://www.isa.org.jm/minerals/maps>). The REA should provide for an understanding of regional environment, therefore it is encouraged to cover a wider geographical area in the Indian Ocean outside existing ISA contract areas. Please note that the geographical scope for the future REMP will be discussed through the REMP workshops, and may differ from the geographical scope identified in the REA for the purpose of information gathering.

Relevant GIS layers and geo-spatial information available to support workshop deliberations will be documented in a separate Data Report. The data report maps relevant datasets and provides an annotated catalog of available spatial data and selected publications. An example of the Data Report produced for the Mid-Atlantic Ridge is available at [https://www.isa.org.jm/files/documents/data\\_report-feb2020-reduc.pdf](https://www.isa.org.jm/files/documents/data_report-feb2020-reduc.pdf).

Both REA and the Data Report will be used to inform workshop deliberations about the approaches, tools and methodologies that could be applied for regional environmental management and planning.

## II. Annotated Outline

### Contributors and Acknowledgements

- Suggested length: 1 page

#### 1. Background

- Suggested length: 1 – 2 pages

#### 2. Scope and purpose of the document

- Suggested length: 1 – 2 pages

#### 3. Overview of contract areas for exploration of mineral resources in the Indian Ocean

- Suggested length: 4 – 5 pages (including maps)

#### 4. Geology of the Indian Ocean

- Suggested length: 20 – 30 pages (including figures, tables, and reference list)

##### 4.1 Overview

##### 4.2 Tectonics and magmatism

##### 4.3 Bathymetry and topography

##### 4.3.1. Depth profile at the regional scale

##### 4.4 Mid-ocean ridges

##### 4.4.1 Central Indian Ridge

##### 4.4.2 Southwest Indian Ridge

##### 4.5 Abyssal plains

##### 4.5.1 Mid-Indian Basin

##### 4.6 Sediment fluxes

##### 4.7 Other geomorphological features

##### 4.8 References



## 5. Oceanography of the Indian Ocean

- Suggested length: 30-50 pages (including figures, tables, and reference list)

### 5.1 Overview

### 5.2 Physical Oceanography

#### 5.2.1. Regional circulation

5.2.1.1. *Surface current layers*

5.2.1.2. *Intermediate layer currents*

5.2.1.3. *Deep layer currents*

#### 5.2.2. Distribution of physical water properties

5.2.2.1. *Temperature and salinity*

5.2.2.2. *Particle concentrations and composition*

#### 5.2.3. Local flow environment

5.2.3.1. *Current flow at mid-ocean ridges*

5.2.3.2. *Current flow at abyssal plains*

#### 5.2.4. Temporal and spatial variability

5.2.4.1. *Basin scale [e.g. over-turning and gyre circulations]*

5.2.4.2. *Mesoscale [e.g. eddies]*

5.2.4.3. *Climate change predictions*

### 5.3 Chemical Oceanography

#### 5.3.1. Distribution of chemical water properties

5.3.1.1. *Oxygen [e.g. oxygen profiles and oxygen minimum zones (OMZs)]*

5.3.1.2. *Ocean acidity [e.g. pH, carbonate compensation depth (CCD)]*

5.3.1.3. *Nutrients [e.g. nitrate, phosphate, silicate, iron]*

5.3.1.4. *Organic matter [e.g. particulate organic matter (POM), dissolved organic matter (DOM)]*

#### 5.3.2. Local chemical environment

5.2.2.1. *Ocean chemistry at mid-ocean ridges [e.g. anything specific to ocean chemistry at mid-ocean ridges, such as influence of hydrothermal activity]*

5.2.2.2. *Ocean chemistry at abyssal plains [e.g. anything specific to ocean chemistry on abyssal plains, such as location of CCD or OMZ]*

#### 5.3.3. Temporal and spatial variability

5.3.3.1. *Basin scale*

5.3.3.2. *Mesoscale*

5.3.3.3. *Climate change predictions [e.g. ocean acidification, changes to CCD or OMZ depths, alteration to organic matter supply or properties]*

### 5.4 References

## 6. Biology of the Indian Ocean

- Suggested length: 60 – 80 pages (including figures, tables, and reference list)

### 6.1 Overview

### 6.2 Biology of the surface and midwater environment

#### 6.2.1. Spatial Distribution

- 6.2.1.1. *Biogeography*
- 6.2.1.2. *Microorganisms*
- 6.2.1.3. *Plankton [e.g. phytoplankton, zooplankton]*
- 6.2.1.4. *Mid-water nekton [e.g. fishes, cephalopods, shrimp]*
- 6.2.1.5. *Sharks and commercially important fishes [e.g. sharks, tuna, swordfish]*
- 6.2.1.6. *Air-breathing fauna [e.g. seabirds, sea turtles, cetaceans]*

#### 6.2.2. Temporal variability

- 6.2.2.1. *Daily vertical migration*
- 6.2.2.2. *Seasonal variation*
- 6.2.2.3. *Inter- and intra-species interactions*
- 6.2.2.4. *Life history and ontogenetic descent*
- 6.2.2.5. *Multidecadal variability*

#### 6.2.3. Trophic relationships

#### 6.2.4. Ecosystem function

#### 6.2.5. Connectivity [e.g. migration patterns, any genetic studies of populations]

#### 6.2.6. Resilience and recovery [e.g. existing human activities and any observed impacts]

### 6.3 Benthic biology

#### 6.3.1. Spatial Distribution

- 6.3.1.1. *Biogeography [e.g. GOODs biogeographic provinces by depth]*
- 6.3.1.2. *Mid-ocean ridge communities*
  - 6.3.1.2.1. Microorganisms
  - 6.3.1.2.2. Benthic invertebrates [e.g. meiofauna, macrofauna, megafauna]
  - 6.3.1.2.3. Benthic and demersal zooplankton
  - 6.3.1.2.4. Benthic and demersal nekton
  - 6.3.1.2.5. Local distribution patterns [e.g. relationships with seafloor type – soft sediment, non-hydrothermal substrata, hydrothermally active/inactive/extinct substrata]
- 6.3.1.3. *Abyssal plain communities*
  - 6.3.1.3.1. Microorganisms
  - 6.3.1.3.2. Benthic invertebrates [e.g. meiofauna, macrofauna, megafauna]
  - 6.3.1.3.3. Benthic and demersal zooplankton

6.3.1.3.4. Benthic and demersal nekton

6.3.1.3.5. Local distribution patterns [e.g. relationships with depth, nodule areas and nodule-free areas]

6.3.2. Temporal variability

6.3.2.1. *Mid-ocean ridge communities*

6.3.2.2. *Abyssal plain communities*

6.3.3. Trophic relationships

6.3.3.1. *Mid-ocean ridge communities*

6.3.3.2. *Abyssal plain communities*

6.3.4. Ecosystem function

6.3.4.1. *Mid-ocean ridge communities*

6.3.4.2. *Abyssal plain communities*

6.3.5. Connectivity [e.g. genetic studies of populations]

6.3.5.1. *Mid-ocean ridge communities*

6.3.5.2. *Abyssal plain communities*

6.3.6. Resilience and recovery [e.g. existing human activities and any observed impacts]

6.3.6.1. *Mid-ocean ridge communities*

6.3.6.2. *Abyssal plain communities*

6.4 References

## **ANNEX C – GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICES OF CONSULTANTS AND INDIVIDUAL CONTRACTORS**

### **1. LEGAL STATUS**

The consultant or individual contractor (hereinafter called "the Contractor") shall have the legal status of an independent contractor vis-a-vis the International Seabed Authority ("the Authority"). The Contractor, including any representative or employee of the Contractor, shall not be regarded, for any purposes, as being either a staff member of the Authority, under the Staff Rules and Staff Regulations of the Authority, or an official of the Authority, for purposes of the Protocol on the Privileges and Immunities of the International Seabed Authority. Accordingly, nothing within or relating to the contract shall establish the relationship of employer and employee, or of principal and agent, between the Authority and the Contractor and its representatives or employees.

### **2. STANDARDS OF CONDUCT**

(A) The Contractor shall neither seek nor accept instructions from any authority external to the Authority in connection with the performance of the obligations under the contract. Should any authority external to the Authority seek to impose any instructions on the Contractor regarding the Contractor's performance under the contract, the Contractor shall promptly notify the Authority and shall provide all reasonable assistance required by the Authority. The Contractor shall not take any action in respect of the performance of the contract or otherwise related to the Contractor's obligations under the contract that may adversely affect the interests of the Authority, and the Contractor shall perform the obligations under the contract with fullest regard for the interests of the Authority. The Contractor warrants that the Contractor has not offered and shall not offer any direct or indirect benefit arising from or related to the performance of the contract or the award thereof to any representative, official or employee of the Authority. The Contractor shall comply with all applicable laws, ordinances, rules and regulations bearing upon the performance of the obligations under the contract.

(B) The Contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the contract. In addition, nothing herein shall limit the right of the Authority to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate action.

(C) The Contractor may not at any time communicate any information to any other person, government or authority external to the Authority or known to them by reason of their association with the Authority which has not been made public, except in the course of their duties or by authorization of the Secretary-General or any designate by the Secretary-General; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of the contract with the Authority.

### **3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS**

Title to any equipment and supplies that may be furnished by the Authority to the Contractor for the performance of any obligations under the contract shall rest with the Authority, and any such equipment

shall be returned to the Authority upon completion of work under the contract or when no longer needed by the Contractor. Such equipment, when returned to the Authority, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate the Authority for any damage or degradation of the equipment beyond normal wear and tear.

The Authority shall be entitled to all intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials that the Contractor has developed for the Authority under the contract and that bear a direct relation to or are produced, prepared or collected in consequence of, or during the course of, the performance of the contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Authority. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (a) that pre-existed the performance by the Contractor of the obligations under the contract; or (b) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of the obligations under the contract, the Authority does not and shall not claim any ownership interest thereto, and the Contractor grants to the Authority a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the contract. At the request of the Authority, the Contractor shall take all necessary steps, execute all necessary documents and, generally, assist in securing such proprietary rights and transferring or licensing them to the Authority in compliance with the requirements of the applicable law and of the contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and other data compiled or received by the Contractor or under the contract shall be the property of the Authority, shall be made available for use or inspection by the Authority at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to Authority authorized officials upon completion of work under the contract.

#### **4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

Information and data that are considered proprietary by either the Authority or the Contractor or that are delivered or disclosed by one of them ("discloser") to the other ("recipient") during the course of performance of the contract, and that is designated as confidential ("information"), shall be held in confidence and shall be handled as follows: the recipient of such information shall use the same care and discretion to avoid disclosure, publication or dissemination of the discloser's information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the recipient may use the discloser's information solely for the purpose for which it was disclosed. The recipient may not disclose confidential information to any other party unless with the discloser's prior written consent. Subject to and without any waiver of the privileges and immunities of the Authority and its officials, the Contractor may disclose information to the extent required by law, provided that the Contractor will give the Authority sufficient prior notice of a request for the disclosure of information in order to allow the Authority to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. The Authority may disclose information to the extent required pursuant to the United Nations Convention on the Law of the Sea and the Agreement relating to the implementation of Part XI of the United Nations Convention on the Law of the Sea of 10 December 1982 ("1994 Implementation Agreement"), and the rules, regulations and procedures of the Authority. The recipient shall not be precluded from disclosing information that is obtained by the recipient from a third party without restriction, is disclosed by

the discloser to a third party without any obligation of confidentiality, is previously known by the recipient, or is developed at any time by the recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the contract, including any extension thereof, and, unless otherwise provided in the contract, shall remain effective following any termination of the contract.

Confidential Information means information that:

- i. is by its nature confidential;
- ii. is designated by the Authority as confidential;
- iii. the Contractor knows or ought to know is confidential; but does not include information which:
  - a. is or becomes public knowledge other than by breach of this contract;
  - b. is in the possession of the Contractor without restriction to disclosure before the date of receipt from the Authority;
  - c. has been independently developed or acquired by the Contractor;
  - d. Information in the possession of the Contractor prior to the commencement date of the contract;
  - e. Information obtained by the Contractor from a third party who is free to divulge the same.

The Authority may at any time require the Contractor and its relevant representatives and employees to give a written undertaking, in a form required by the Authority, relating to the non-disclosure of Confidential Information. In the written undertaking, the Contractor and its relevant representatives and employees should be required to acknowledge that the provisions of article 168 of the United Nations Convention on the Law of the Sea related to the responsibilities of the staff of the Authority shall apply, *mutatis mutandis*, to the relevant representatives or employees of the Contractor. The Contractor shall promptly arrange for all such undertakings to be given.

## **5. TRAVEL, STATEMENT OF GOOD HEALTH AND SERVICE-INCURRED DEATH, INJURY OR ILLNESS**

If any representative or employee of the Contractor is required by the Authority to travel beyond commuting distance from his or her usual place of residence, such travel shall be at the expense of the Authority and shall be governed by conditions equivalent to the relevant provisions of the administrative instruction of the Authority on official travel. In such cases, the travel expenses borne by the Authority shall not exceed the cost of travel by the least costly economy class regularly available or its equivalent when by air, unless a higher standard is approved in advance by, or on behalf of, the Secretary-General of the Authority.

Prior to the commencement of the Contractor's services in any offices or premises of the Authority or before engaging in any travel required by the Authority or connected with the performance of the contract, the Contractor shall submit a certificate of good health of its representative or employee provided by a medical practitioner and certify that the representative or employee of the Contractor is in possession of medical or health insurance

during the period of the Contractor's services. The Contractor shall provide such a certificate of good health and certification of the medical or health insurance that includes medical treatment as soon as practicable following the signature of the contract. The Contractor warrants the accuracy of any such certificate of good health, including but not limited to confirmation that the representative or employee of the Contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

The Contractor or its representative or employee shall be responsible for assuming all costs that may be incurred in relation to the certificate of good health and medical or health insurance.

In the event of the death, injury or illness of the representative or employee of the Contractor which is attributable to the performance of services on behalf of the Authority under the terms of the contract while the representative or employee of the Contractor is travelling at the Authority's expense or is performing any services under the contract in any offices or premises of the Authority, the representative or employee of the Contractor or his or her dependents, as appropriate, shall be entitled to compensation equivalent to that provided under appendix B to the Staff Rules of the Authority.

## **6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS**

The Contractor may not assign, delegate, transfer, pledge or make any other disposition of the contract, of any part thereof, or of any of the rights, claims or obligations under the contract except with the prior written authorization of the Authority, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licences or other forms of agreement concerning any goods or services to be provided under the contract shall not be valid and enforceable against the Authority or in any way constitute an agreement by the Authority thereto, unless any such undertakings, licences or other forms of agreement are the subject of a valid written undertaking by the Authority.

No modification or change in the contract shall be valid and enforceable against the Authority unless provided by means of a valid written amendment to the contract signed by a duly authorized representative of the Contractor and a duly authorized representative of the Authority.

## **7. SUBCONTRACTORS**

In the event that the Contractor requires the services of subcontractors to perform any obligations under the contract, the Contractor shall obtain the prior written approval of the Authority for any such subcontractors. The Authority may, at its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefor, and such rejection shall not entitle the Contractor to claim any delays in the performance or to assert any excuses for the non-performance of any of the obligations under the contract. The Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to and shall be construed in a manner that is fully in accordance with all of the terms and conditions of the contract. The Contractor shall not assign any person other than those accepted by the Authority in the form of written notification.

## **8. USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE AUTHORITY**

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that the Contractor has a contractual relationship with the Authority; nor

shall the Contractor in any manner whatsoever use the name, emblem or official seal of the Authority or any abbreviation of the name of the Authority in connection with its business or otherwise without the written permission of the Authority.

## **9. INDEMNIFICATION**

The Contractor shall indemnify, defend and hold and save harmless the Authority and its officials, agents and employees from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including but not limited to all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or relating to:

- (a) Allegations or claims that the use by the Authority of any patented device, any copyrighted material or any other goods or services provided to the Authority for its use under the terms of the contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party;
- (b) Any acts or omissions of the Contractor or of any subcontractor or anyone directly or indirectly employed by them in the performance of the contract that give rise to legal liability to anyone not a party to the contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

## **10. INSURANCE**

The Contractor shall pay the Authority promptly for all loss, destruction or damage to the property of the Authority caused by the Contractor or of any subcontractor or anyone directly or indirectly employed by them in the performance of the contract.

The Contractor shall be solely responsible for taking out and for maintaining adequate liability and property damage insurance required to meet any of the obligations under the contract and in respect of any tort action or tort claim arising out of the Contractor's acts or omissions related to this contract, as well as for arranging, at the Contractor's or its representative's or employee's sole expense, such life, health and other forms of insurance as the Contractor may consider to be appropriate to cover the period during which the Contractor provides services under the contract. The Contractor shall upon request by the Authority, provide proof of such insurance.

The Contractor acknowledges and agrees that none of the insurance arrangements the Contractor may make shall, in any way, be construed to limit the Contractor's liability arising under or relating to the contract.

## **11. ENCUMBRANCES AND LIENS**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the Authority against any monies due to the Contractor or to become due for any work done or against any goods supplied or materials furnished under the contract or by reason of any other claim or demand against the Contractor.



## **12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Contractor shall give notice and full particulars in writing to the Authority of such occurrence or cause if the Contractor is thereby rendered unable, wholly or in part, to perform the obligations and meet the responsibilities under the contract. The Contractor shall also notify the Authority of any other changes in condition or the occurrence of any event that interferes or threatens to interfere with the Contractor's performance of the contract. Not more than 15 days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the Contractor shall also submit a statement to the Authority of estimated expenditures that will likely be incurred for the duration of the change in condition or the event. Upon receipt of the notice(s) required hereunder, the Authority shall take such action as it considers, at its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform any obligations under the contract.

If the Contractor is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform the obligations and meet the responsibilities under the contract, the Authority shall have the right to suspend or terminate the contract on the same terms and conditions as provided for below, under "Termination", except that the period of notice shall be five days instead of any other period of notice. In any case, the Authority shall be entitled to consider the Contractor permanently unable to perform the obligations under the contract in the case of the Contractor's suffering any period of suspension in excess of 30 days.

*Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, strikes or other labour disturbances, riots, floods, storms, earthquakes, fires, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

## **13. TERMINATION**

Either party may terminate the contract before the expiry date of the contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be 5 days in the case of contracts for a total period of less than two months and 14 days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a cause for or otherwise to be in itself a termination of the contract.

The Authority may, without prejudice to any other right or remedy available to it, terminate the contract forthwith in the event that: (a) the Contractor is adjudged bankrupt, is liquidated or becomes insolvent, applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Contractor is granted a moratorium or a stay or is declared insolvent; (c) the Contractor makes an assignment for the benefit of one or more of the Contractor's creditors; (d) a receiver is appointed on account of the insolvency of the Contractor; (e) the Contractor offers a settlement in lieu of bankruptcy or receivership; or (f) the Authority reasonably determines that the Contractor has become subject to a materially adverse change in the financial condition that threatens to endanger or otherwise substantially affect the ability of the Contractor to perform any of the obligations under the contract.

In the event of any termination of the contract, upon receipt of notice of termination by the Authority, the Contractor shall, except as may be directed by the Authority in the notice of

termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the contract to a close in a prompt and orderly manner and, in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the contract had been completed, would have been required to be furnished to the Authority thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that the Authority may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the contract that is in the possession of the Contractor and in which the Authority has or may be reasonably expected to acquire an interest.

A Contractor may have a right to terminate the contract if: (a) the Authority is in arrears of any payment due under this contract for more than 30 days; (b) the Authority is in breach of any of the terms and/or conditions under this contract.

In the event of any termination of the contract, the Authority shall only be liable to pay the contractor compensation on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the Authority in accordance with the requirements of the contract. Additional costs incurred by the Authority resulting from the termination of the contract by the Contractor may be withheld from any amount otherwise due to the Contractor from the Authority.

#### **14. NON-EXCLUSIVITY**

The Authority shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the contract, from any other source at any time.

#### **15. TAXATION**

Article 183 of the United Nations Convention on the Law of the Sea provides, *inter alia*, that within the scope of its official activities, the Authority, its assets and property, its income, and its operations and transactions, authorized by the Convention, shall be exempt from all direct taxation and goods imported or exported for its official use shall be exempt from all customs duties. The Authority shall not claim exemption from taxes which are no more than charges for service rendered.

In the event that any governmental authority refuses to recognize the exemptions of the Authority from such taxation and customs duties, the Contractor shall immediately consult with the Authority to determine a mutually acceptable procedure. The Authority shall have no liability for taxes, duty or other similar charges payable by the Contractor in respect of any amounts paid to the Contractor under the contract, and the Contractor acknowledges that the Authority will not issue any statements of earnings to the Contractor in respect of any such payments.

#### **16. SETTLEMENT OF DISPUTES**

**Amicable Settlement.** The Authority and the Contractor shall use their best efforts to amicably settle any dispute arising out of the contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the applicable Conciliation Rules of the United Nations Commission on International Trade Law (UNCITRAL), or according to such other procedure as may be agreed between the parties in writing.

**Arbitration.** Any dispute between the parties arising out of the contract, or the breach, termination, or invalidity thereof, unless settled amicably as provided above, shall be referred by either of the parties to arbitration in accordance with the applicable UNCITRAL Arbitration Rules. The number of arbitrators shall be three. The language to be used in arbitral proceedings shall be English. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

#### **17. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to the contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Authority and its officials.

#### **18. MISCELLANEOUS**

This contract may be executed by parties with the use of electronic signatures in several counterparts each of which shall be an original but all of which shall together constitute one and the same instrument.

This contract embodies the entire agreement and understanding between the Contractor and the Authority and supersedes any and all prior agree