



CALL FOR PROPOSALS (CFP) 2022/OAS/002

Provisioning of simultaneous interpretation, virtual conferencing and live broadcasting (WebTV) services for the International Seabed Authority (ISA)

Deadline for submission: 20 January 2023

BACKGROUND

1. The International Seabed Authority (ISA) is an autonomous international organization through which States Parties to the United Nations Convention on the Law of the Sea (UNCLOS) organize and control all mineral resources related activities in the Area, for the benefit of humankind as a whole. The ISA Secretariat is based in Kingston, Jamaica.
2. As part of its responsibilities, the ISA Secretariat is to provide interpretation service to annual session meetings of the organs of ISA: the Legal and Technical Commission (LTC), the Finance Committee (FC), the Council and the Assembly. Those meetings are normally held at the Jamaica Conference Center (JCC).
3. For the purpose of the 28th session of ISA, the ISA Secretariat is seeking a professional and reputable Contractor able to provide the following services, with further details contained in the Terms of Reference (see Annex I):
 - Simultaneous interpretation (on-site or remotely) in the six official languages of the United Nations
 - Virtual conference services
 - Internet-based live broadcasting (or WebTV) service
 - Live additional video displays (such as projector display, confidence screen, etc.)
 - Recording of the meetings

GENERAL INSTRUCTIONS

4. Proposals must be expressed in English and should be valid for a minimum period of 30 days. The currency for fees quoted must be United States dollars (USD).
5. It is the responsibility of the potential Contractor to ensure that proposals reach the ISA Secretariat on or before the deadline.
6. Submission of a proposal shall be deemed to constitute an acknowledgment by the applicant of the General Conditions of Contracts for the services of Consultants and Individual Contractors (Annex IV).
7. The ISA Secretariat implements a zero-tolerance policy on fraud and other proscribed practices, including corruption, unethical practices and obstruction. The ISA Secretariat is committed to preventing, identifying and addressing all such acts and practices against ISA and



third parties involved in its activities.

8. The ISA Secretariat requests that every potential Contractor prevents and avoids conflicts of interest by disclosing clearly to any involvement or possible conflict of interest in the preparation of their proposal.

9. Potential Contractors are to send their requests for clarifications or questions regarding this CFP via email to rfp@isa.org.jm.

SUBMISSION OF PROPOSALS

10. When submitting their proposal, potential Contractors must complete and/or attach the following:

- Annex II – Service Components Availability Form
- Annex III – Service Components and Costing Form
- Company profile including service portfolio, annual revenue, global establishment and financial standing, where applicable
- Interpreters resumes, including their relevant certificates
- Technical design and connectivity diagrams, hardware & hardware information.
- Other relevant supporting documents that may highlight the potential Contractor's expertise



Annex I: Terms of Reference (ToR)

ORGANIZATIONAL CONTEXT

Meetings of ISA organs are held in face-to-face format. The meetings are generally spread across a year in three parts with dates at the link: <https://isa.org.jm/sessions/28th-session-2023>

The venue has generally been the Jamaica Conference Centre (JCC) given its proximity, and existing technical facilities such as conference audio systems and IT network infrastructure.

OBJECTIVE

This Terms of Reference aims to identify qualified supplier/s in terms of service providers and technological advances for interpretation, WebTV and other broadcasting services with a view to engage in initial one-year contract with annual renewal option.

SCOPE OF REQUIRED SERVICES

The Contractor should be able to provide five categories of services:

1. Simultaneous Interpretation (RSI)
2. Virtual Conferencing Platform
3. Internet-based Broadcasting or WebTV service
4. Additional video displays
5. Recording of the sessions

The functional and technical requirements for each service are described below.

Simultaneous Interpretation (RSI)

The Contractor shall provide, when and as required, either in-person or remotely, professional interpreters for all six ISA official languages (i.e. Arabic, Chinese, English, French, Russian, Spanish) according to the following quantities:

1. Arabic <> English Simultaneous Interpretation
2. Chinese <> English Simultaneous Interpretation
3. French <> English Simultaneous Interpretation
4. Russian <> English Simultaneous Interpretation
5. Spanish <> English Simultaneous Interpretation

The duration of each simultaneous (or) real-time interpretation session shall be three (3) hours usually from 10:00 AM to 1:00PM and 3:00PM-6:00PM, from Monday to Friday (Jamaica Time).

If for any reason the ISA Secretariat is not fully satisfied with the performance or quality of interpretation of any particular interpreter, the Contractor must replace the interpreter within 24-48 hours.

In case of remote simultaneous interpretation (RSI), the Individual Contractor shall:

- Be responsible for the guaranteed and continuous connectivity with the interpreters with adequate connection bandwidth and quality.



- Ensure that sound quality of interpretation must meet the standards as identified by ISO Standard 2603 (fixed booths for simultaneous interpretation) and ISO Standard 4043 (mobile booths for simultaneous interpretation).
- Provide all necessary hardware, software and connectivity between interpretation platform and the venue.

Qualifications of Interpreters

- Certification for high-level and technical interpretation in all interpretation modes including simultaneous, consecutive, and conference interpretation with high accuracy, especially for technical areas relevant for ISA.
- Possess valid degrees in conference interpretation, AIIC, TAALS, and other relevant memberships or accreditations issued by official international or government bodies, such as the US Department of State, the United Nations or the European Union.
- A minimum five (5) years of experience in conference interpretation.

Virtual Conferencing Platform

The Contractor will provide a platform with built-in features of Microsoft Team and Zoom internet conferencing platforms that:

- Provide secure communications channels regardless of the means, geographical location, and nature of participations, and guarantee the confidentiality of information and content of involved.
- Provide multiple host features for ISA staff to operate during the session.
- Be customizable for branding.

The services provided shall include:

- Provide adequate number of on-site qualified technician/s to operate and ensure guaranteed and uninterrupted service, in agreement with ISA depending upon the scale of the conference or meeting.
- Be responsible for instantly supplying equally qualified technician/s absences of originally provided technician/s.
- Provide all necessary hardware, software and accessories including on-site technical and backend monitoring.

Internet-based live broadcasting (or WebTV) service

The Contractor shall provide HD-quality, reliable internet-based live broadcasting service (also known as WebTV), as follows:

- All six UN official languages in different channels and shall allow the audience to choose desired language channel.
- Be embedded to ISA's website with ISA's banding.
- Supplier's banding shall not, in any way, be visible when embedded in ISA's website.

Additional Video Displays

As ISA's Conferences are held typically at Jamaica Conference Center (JCC), the ISA Secretariat requires a set of additional high-definition displays (or projectors) to be integrated to JCC's conferencing A/V systems, as well as virtual conferencing platform.



Changes in venue will translate into change in the needs for additional displays and connectivity.

The Contractor shall provide the following products/services:

- Adequate number of additional high-definition displays (to be agreed with ISA's IT Manager)
- A high-definition video mixer which can overlay or mix to and from different video sources.
- Replacement of defected or malfunctioning equipment, or accessories without disrupting the on-going session.
- A qualified on-site technician to operate and trouble the equipment within acceptable timeframe without hampering
- Operating and connecting services for presentations
- Introduce different techniques and equipment to meet ISA's requirements with the approval of the Project Manager.

Recording of the sessions

Recording of the sessions shall be provided to ISA's IT Manager within an agreeable time frame.

PAYMENT

The total amount for the provisions of the interpretation service and the payment schedule will be negotiated between ISA and the Contractor.

Payments shall be made upon presentation of an invoice in United States Dollars, based on the agreed rates, and subject to any agreed modifications made in accordance with this Contract and duly certified by the Director of Office for Administrative Services (OAS).

The ISA Secretariat reserves the right to either deduct or waive payment for unsatisfactory services, based on reasonable complaints about the delivery and/or quality of the agreed services.

QUALIFICATIONS OF THE POTENTIAL CONTRACTOR

- **Establishment & Reputation** - Must be globally well established, highly expert and experienced in the provided above-mentioned services and must have conducted at least successful projects of similar nature.
- **Reputable Financial Standing** - Must be the business in providing above-mentioned services with good annual revenue and financial condition and must not have the history of financial difficulties.
- **Localized Support Available and Coverage** - Must have adequate local support coverage of both equipment, hardware & software tools, and certified professional technicians who can be deployed on-site in short notice.

SELECTION/EVALUATION

All proposals will be reviewed by a committee. Selection will be based on the following:

- the skills and experience of the proposers in meeting the services required



- the ability to deliver outputs in a timely manner, including last-minutes changes
- the financial proposal, which is to be presented ONLY as requested

Only shortlisted applicants will be contacted.

MODALITIES OF WORK

The Contractor may provide remote services except when the need arises for face-to-face coordination activities with the personnel of the ISA Secretariat based in Kingston, Jamaica, in accordance with the Terms of Reference.

Subject to confirmation from ISA Secretariat, the Contractor shall use JCC's CIT infrastructure as long as it maintains agreed service availability, connectivity and quality. This established CIT infrastructure established for a particular session shall allow connectivity for other IT relevant services such as DHCP services, and tools (e.g. network monitoring tool/s) wherever necessary.

The Contractor shall represent and warrant that all computer equipment, hardware, including the platform, and software are fit-for-purpose for the delivery of the services, and that it has title to such equipment and software, or license to use such equipment and software.

Where a change of venue is informed, the Contractor shall be flexible and adaptable to change the provision of services accordingly. ISA shall make every effort to give enough notice to the Contractor to allow the provision of services within the requirements indicated in the terms of reference.

MONITORING

The Contractor will report to and receive guidance from ISA's IT Manager, who will review and approve the deliverables/outputs following close consultation and cooperation with the relevant offices in the Secretariat.

The Contractor shall provide a set of standard procedures describing its operating procedures concerning the delivery of its services to the ISA Secretariat. Any exception from such standards will have to be agreed with ISA's IT Manager.

The Contractor will update the procedures, as appropriate, to include any additional process as required by the ISA Secretariat to ensure they are within the Best Industry Practice.

ISA's IT Manager may, at any time or place, assess the quality of the services performed, either at his/her own discretion, or at the request of any employee or officer of the ISA Secretariat and/or any member of the Legal and Technical Commission or Finance Committee, and shall discuss, in good faith with the Contractor's, any corrective actions including but not limited to the replacement of any of the Contractor's employees.

The Contractor shall provide relevant reports as requested by the designated ISA's IT Manager.



Annex II

Service Components Availability Form

No.	Detail Questionnaires of Services	Can Provide (Yes/No)	Please elaborate if necessary for more information or any variation
Simultaneous (Real-Time) Interpretation Service			
1	In-Person Interpreters		
2	Remote Simultaneous Interpreters		
3	Arabic <> English Interpreters		
4	Chinese <> English Interpreters		
5	French <> English Interpreters		
6	Russian <> English Interpreters		
7	Spanish <> English Interpreters		
8	Does each interpreters have valid degrees in conference interpretation, AIIC, TAALS, and other relevant memberships or accreditations issued by official international or government bodies, such as the US Department of State, the United Nations or the European Union?		
9	Does each interpreter have minimum five (5) years of experiences in conference interpretation both simultaneous and consecutive modes?		
10	Does each interpreter have experience in interpretation relevant technical subjects with high accuracy?		
11	In case of RSI, can you provide all necessary hardware & software platform to support interpretation service?		
Virtual Conferencing Platform & Services			
12	Can the platform provide all the features and functionalities of Zoom and MS-Team?		
13	Can the platform guarantee all the communications between any endpoint (regardless of participant end or conference end) over SHA-256 SSL communication channel?		
14	Can the platform provide secure authentication of remote host and participants with multi-factor authentication?		
15	Can the platform be customizable for ISA branding?		
16	Can the platform allow multiple hosts (minimum 5) with full features?		
17	Can the platform overlay multiple video feeds (e.g. presentation and speaker's video) in overlay mode?		
18	Can the platform or the provider provide online training for host and participate on how to operate?		
19	Can the platform allow the remote participant to choose desire language in within the same remote participation session (without the need to use additional application)?		



No.	Detail Questionnaires of Services	Can Provide (Yes/No)	Please elaborate if necessary for more information or any variation
20	Can the platform allow the host to enable and disable the text chat of all participants or selected participant on his/her own?		
21	Can the provider deploy more than one qualified on-site technician? (The number of on-site technicians and number of days on-site is to be identified by ISA Project Manager, depending upon particular conference or meeting)		
Internet-based Live Internet Broadcasting (WebTV) Service			
22	Can the platform provide high-definition quality video and sound?		
23	Can the platform provide multiple sound channels (up to six language channels)?		
24	Can the platform allow the audience to change the language without reloading the browser?		
25	Can the live broadcasting be embedded to ISA's website without its own provider's branding?		
26	Can the live broadcasting be branded with ISA branding?		
Additional Video Displays			
27	Can provider deploy multiple big size displays (projectors-with-screens)?		
28	Can provider deploy multiple different size FLAT screens (ranging from 40-58-inch LED TVs with stand)?		
29	Can provider provide high-definition digital and analog video mixer with minimum 8 video sources with minimum 6 video output channels?		
30	Can provider supply qualified and skillful on-site technician throughout the meeting or conferences to be able to operate the equipment or resolve the issue instantly?		
Changing Venue, and Setup in Service Provisioning			
31	Can provider continue to provide services in different venue and varying pre-existing technical facility/ies for each different part of the meetings/conference (ref. maximum three parts in a year)?		
32	Should change be introduced, can provider quickly mobilize and provision its services within 4-weeks time prior to the event? (if not 4-weeks, please elaborate how flexible it can be)		



Annex III-

Service Components and Costing Form

No.	Detail Questionnaires of Services	Qty	Unit Price (USD)	Subtotal (USD)	Please elaborate more in detail whenever appropriate
Simultaneous (Real-Time) Interpretation Service					
1	Interpretation daily rates Each day includes two three-hour sessions, totally six hours. This also includes tickets, accommodation, transportation and food in case of in-person, on-site interpretation.				
2	Arabic <> English Interpretation (counting per language) daily rate				
3	Chinese <> English Interpreters (counting per language) daily rate				
4	French <> English Interpreters (counting per language) daily rate				
5	Russian <> English Interpreters (counting per language) daily rate				
6	Bidder (if desirable) may breakdown the cost of accommodation, transportation and food in case of in-person, on-site option in different line-items.				
Virtual Conferencing Platform & Services					
7	It is considered that all virtual conferences platform provides common set of functionalities and features. Thus, bidder can provide a single line item of costing for such basic platform.				
8	Cost for additional features (if separately charged) must be stated in separate line items.				
9	Cost for host training per person (or in minimum group participant per session)				
10	Cost per remote connection/participant (if any)				
11	Cost for recording of each session or as a whole per day				
12	Any other chargeable costs must be itemized in separate line				
13	On-site technician cost per person per day (inclusive of transportation, accommodation and food)				
14	Bidder (if desirable) may breakdown the cost of accommodation, transportation and food in case of in-person, on-site option in different line-items.				



Internet-based Live Internet Broadcasting (WebTV) Service					
No.	Detail Questionnaires of Services	Qty	Unit Price (USD)	Subtotal (USD)	Please elaborate more in detail whenever appropriate
15	Platform provision cost per day				
16	Can the platform provide multiple sound channels (up to six language channels)?				
17	Can the platform allow the audience to change the language without reloading the browser?				
18	Can the live broadcasting be embedded to ISA's website without its own branding?				
19	Can the live broadcasting be branded through overlay video?				
	Additional Video Displays				
20	Can provider deploy multiple big size displays (projectors-with-screens)?				
21	Can provider deploy multiple different size FLAT screens (ranging from 40-58-inch LED TVs with stand)?				
22	Can provider provide high-definition digital and analog video mixer with minimum 8 video sources with minimum 6 video output channels?				
23	Can provider supply qualified and skillful on-site technician throughout the meeting or conferences to be able to operate the equipment or resolve the issue instantly?				
	Travel Expenses				
24	Cost of travel for each team member (management, technicians, interpreters, etc)				
21	Daily accommodation and meals per person				



Annex IV - General conditions of contracts for the services of consultants and individual contractors
(ISBA/ST/AI/2021/1 – Annex I)

1. Legal status

1. The consultant or individual contractor shall have the legal status of an independent contractor vis-à-vis the International Seabed Authority. The contractor [Any representative or employee of the contractor]¹ shall not be regarded, for any purposes, as being either a staff member of the Authority, under the Staff Regulations and Rules 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.

2. Standards of conduct

2. The contractor shall neither seek nor accept instructions from any authority external to the International Seabed 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.

3. 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.

4. 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 that 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

5. 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.

6. 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 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 authorized officials of the Authority upon completion of work under the contract.

4. Confidential nature of documents and information

7. 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, 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.

8. Confidential information means information that:

- (a) Is by its nature confidential;
- (b) Is designated by the Authority as confidential;
- (c) The contractor knows or ought to know is confidential.

9. Confidential information does not include information that:

- (a) Is or becomes public knowledge by means other than by breach of the 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) Was in the possession of the contractor prior to the commencement date of the contract;
- (e) Is obtained by the contractor from a third party that is free to divulge the same.

10. The Authority may at any time require the contractor 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 is 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 apply, mutatis mutandis, to 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

11. If 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.

12. 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 provided by a medical practitioner for himself or herself, or for the representative or employee concerned, and certify that he or she, or the representative or employee concerned, 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 contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

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

14. In the event of the death, injury or illness of the contractor that is attributable to the performance of services on behalf of the Authority under the terms of the contract while 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 dependants, as appropriate, shall be entitled to compensation equivalent to that provided under appendix B to the Staff Rules of the Authority.

6. Prohibition on assignments and modifications

15. 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.

16. 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 the contractor or a duly authorized representative thereof and a duly authorized representative of the Authority.

7. Subcontractors

17. 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 work to be performed under the contract to 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

18. 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

19. 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

20. 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.

21. 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 the contract, as well as for arranging, at the contractor's sole expense or at that of its representative or employee, 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.

22. The contractor acknowledges and agrees that none of the insurance arrangements that 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

23. 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 and other changes in conditions

24. 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.

25. 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.

26. 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

27. 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.

28. 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.

29. 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.

30. A contractor may terminate the contract if: (a) the Authority is in arrears of any payment due under the contract for more than 30 days; (b) the Authority is in breach of any of the terms or conditions under the contract.

31. 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

32. 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

33. 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 that goods imported or exported for its official use shall be exempt from all customs duties. The Authority shall not claim exemption from taxes that are no more than charges for service rendered.

34. 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

35. 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.

36. 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 as the final adjudication of any such dispute, controversy or claim.

17. Privileges and immunities

37. 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

38. The 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.

39. The contract embodies the entire agreement and understanding between the contractor and the Authority and supersedes any and all prior agreements and understandings between the parties.