

10th October 2025

Ref. No: The Union /HQ/2025/001

Request For Proposal for procurement of AI-Powered Learning Management System (LMS)**1. BACKGROUND**

- 1.1. **The Union** is a global membership, technical and scientific organization. We were established in 1920 and are led by people who are committed to our vision, mission and values. Our members are organizations and individuals from all parts of the world. We bring together clinicians, managers, policy makers, front-line workers and implementers, scientists, patients and survivors, advocates and civil society. In collaboration with national Ministries of Health and international partners, it develops, promotes and evaluates effective strategies for tuberculosis control in low- and middle-income countries.
- 1.2. The Union provides technical assistance to national tuberculosis control programs, leads various research projects, conducts international and national courses in several languages, organizes world conferences, publishes several guides and two peer-reviewed scientific journals ("The International Journal of Tuberculosis and Lung Disease" and "Public Health Action"). In addition to tuberculosis, The Union is also involved in tobacco control and non-communicable diseases. For more information, visit www.theunion.org.

2. PURPOSE

- 2.1. The Union seeks to engage an agency to provide a preferably open-source based, AI-powered Learning Management System (LMS) for The Union
- 2.2. In pursuance of this objective The Union has decided to carry out bidding process for hiring of an agency to whom the contract may be awarded. This RFP should not be considered as an agreement or offer by The Union to the prospective bidders. The purpose of this RFP is to provide interested parties with information that may be useful to them in the submission of proposals pursuant to this RFP.
- 2.3. The Applicants must submit their applications in accordance with the requirements contained in this RFP.
- 2.4. The Union reserves the right to update, amend and supplement the information in this document including qualification process before the last date and time of submission of applications.

3. GENERAL TERMS OF BIDDING

- 3.1. All bidders are required to submit their bid in accordance with the terms set forth in this RFP.
- 3.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Agreement shall have overriding effect. Provided that any conditions or obligations imposed on the bidder hereunder shall continue to have effect in addition to its obligations under that Agreement.

- 3.3. The Union reserves the right to invite fresh bids with or without amendment of the RFP at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the bidders and without assigning any reason whatsoever.
- 3.4. The Union will not guarantee any minimum quantity of business under any contract. Also, The Union reserves the right to split the business amongst the agencies keeping in mind the interest of the organisation. The Union reserves the right to enter into contract with multiple bidders/agencies at the same time.
- 3.5. The bidder cannot be an individual or group of individuals. It should only be a registered legal entity. The bidder should not be a consortium of such entities. The agencies should have registration documents under applicable laws and should submit copies of the same.
- 3.6. A bidder shall not have a conflict of interest that affects the bidding process. Any bidder found to have a conflict of interest shall be disqualified.
- 3.7. Also, the bidder should not have been convicted/charge-sheeted for any criminal offence. Any entity which has been convicted for any criminal offence shall not be eligible to submit the bid.

4. GENERAL DISCLOSURES

4.1. Respondents must disclose:

- 4.1.1. If they are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or the financial standing of the Respondent including but not limited to the appointment of any officer such as a receiver in relation to the Respondent personal or business matters or an arrangement with creditors or of any other similar proceedings.
- 4.1.2. If they have been convicted of, or are the subject of any proceedings, relating to:
- 4.1.3. Criminal offence or other offence, a serious offence involving the activities of a criminal organization or found by any regulator or professional body to have committed professional misconduct.
- 4.1.4. Corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract, with The Union or any other contracting body or authority

4.2. Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes

5. SCOPE OF WORK

Background and audience

The Union has been delivering online education since 2019 via its [Union Courses Online](#) platform. A recent audit of the LMS needs, and the impact of evolving TB guidelines and limited funding for training, indicates a growing need for a scalable, cost-effective, and adaptive digital learning solution.

The Union audience are health care workers in low- and middle-income countries working on TB and lung health.

Objective

Overall objective: To procure an AI-powered Learning Management System (LMS), preferably open-source based, that supports the development and delivery of multilingual, interactive training for healthcare workers in low- and middle-income countries, with a focus on tuberculosis (TB) and lung health. Strategically, the Union aims to develop a new Learning Management System (LMS)

at this stage, with the option to consider updating the Content Management System (CMS) at a later date.

Please ensure that any quotation related to the CMS is submitted separately and not included within proposals for the LMS, to allow for clear distinction in planning and budgeting.

Specific objectives:

- Provide a modern, scalable LMS to support access to training
- Ensure accessibility for LMIC users (low bandwidth, with possibility of mobile access)
- Improve reporting, certification, and integration with wider digital ecosystem
- Build a sustainable solution for the next 5+ years

User and usage profiles

The current LMS has about 13,000 registered users. We anticipate this number to grow, as one of the goals of the new LMS is to provide flexibility to the in-house team to develop course materials at a faster pace.

The expected concurrent usage is up to 1,500 learners. When we have a live webinar, we tend to have large numbers of people joining. However, most of the time the usage is by learners completing asynchronous courses.

Audience segmentation:

- Professional background: clinicians, nurses, students, researchers/academics, and managers.
- Organisation type: governmental (National TB Programmes), academia/universities/research institutions, independent consultants, donor or funding agencies, corporations, international organisations.
- The Union LMS is open to anyone, there is no distinction between internal staff, Union members or the public. But we would like to have the possibility of restricting some content to certain groups of people.
- Our audience is multi-lingual and multi-cultural, and the faculty and the content of our courses reflect that. Most of our audience consume courses that are not taught in their native language.

Functional requirements of the LMS

- AI Integration:
 - Support for AI-assisted course creation and instructional design, such as uploading wizard, interactive content creation (simulations, podcasts, recordings, translations) authoring tools (H5P)
 - Content updates, translations and contextualisation
 - Real-time learner support during asynchronous learning
 - Algorithm based recommendations for learners
 - Efficient search functionality
- Content Delivery:
 - SCORM/xAPI, H5P, video, blended learning
 - Modular, multimedia, multilingual instructional content
 - Ability to aggregate learning blocks based on audience relevance
 - Flexible course formats: asynchronous, live webinars, and hybrid models
 - Tools for remote mentorship and technical assistance
 - Assessment and certification:
 - Quizzes, case studies and tests with various question types and high level of interaction
 - Final assessments or exams

- CME/CPD certificates
- User engagement:
 - Discussion forums
 - Space for peer-to-peer exchange
 - Mentoring area
- Accessibility and usability: WCAG 2.1 AA
- Mode of access:
 - Desktop/Laptop - browsers
 - Phone / tablets – browsers, App (Android/iOS)
- A fully mobile-responsive LMS, ensuring learners can access content seamlessly via mobile devices, including when using an internet browser. While The Union is not currently committed to developing a dedicated mobile app, this would be a welcome enhancement. Based on our experience, most learners access the LMS through mobile browsers; however, we would appreciate receiving separate quotations for the development of a dedicated app, should this be feasible within the proposed framework.
- Offline access: The LMS should allow learners to access and complete content offline, with progress synchronised automatically once an internet connection is re-established. This functionality is essential to ensure learners can earn certifications even when working without continuous connectivity.

User Experience:

- Intuitive navigation and clean design (user interface)
- Personalised learner dashboards with progress tracking and learning path.
- CME/CPD credit issuance and certification for modules and programmes.
- Personalised learning paths and topic selection.
- Offline access to learning materials.
- Adaptability to low bandwidth environments
- Mobile-friendly design or dedicated mobile apps.
- Easy registration form that captures learners' information
- Certificates and badges upon course completion
- Announcements and automatic notifications.
- Social learning features to enhance learner engagement.
- Technical Features:
 - API communication with current systems and future CMS
 - Options to customize the look and feel of the LMS and sections of it
 - One-stop / easy back-end access (preferably open-source based)
 - Easy content upload and organization
 - Support for a variety of content types (videos, PDFs, SCORM packages, quizzes, etc.)
 - Flexible course creation tools to tailor content to specific learning needs
 - Restricted-access areas for specific user groups
 - Robust analytics and reporting dashboards: detailed progress tracking and performance reports; analytics on course completion rates, engagement metrics, and learner outcomes, data available in real time
 - Scalable architecture for global access, especially low- and middle-income countries
 - Customer service availability
 - Hosting: The Union has a server that can host the LMS. But we are open to receive proposals with hosting provided by the supplier (please include the quote

- in your budget). Server location should be the European Union (EU). The hosting information should include the full specification of the server to be used, software, tools, etc that will be needed to install on the server.
 - GDPR compliance (this is a must).
- Integration with existing systems
 - Integration with Microsoft Teams video conferencing tools, and possibility to integrate with others in the future.
 - SSO with other Union platforms such as Member Services, Union Conference, Union Journal.
- Monetisation and Access Control Features - the LMS should include a secure and flexible paywall system to manage access to premium content. This feature should allow The Union to:
 - Offer tiered access to content (e.g., free, paid modules, subscription-based programmes).
 - Enable one-time payments, subscriptions, or bundled course purchases.
 - Integrate with standard payment gateways such as Stripe and support multiple currencies.
 - Configure restricted-access areas for specific user groups or donor-funded cohorts.
 - Track and report on revenue, enrolment, and engagement through integrated analytics dashboards.
 - The system should also support discount codes, scholarship access, and institutional licensing models to ensure equitable access across diverse regions and funding contexts.
- Migration support:
 - Vendor will support with migration of courses, users and completion records from the existing LMS
- Training, support and sustainability
 - Training required for administrators, course authors and facilitators
 - Post-launch support requirements (Service Level Agreement, response times)
 - Annual support/maintenance expectations (renewed on a yearly basis)

Summary of deliverables and timelines

- A fully functional LMS platform with AI capabilities. 8 weeks after contract signature.
- Comprehensive migration plan from the existing LMS, with timelines and list of tasks/sub-tasks. 3 weeks after contract signature.
- Training for administrators and content developers: training sessions for administrative staff and content developers should commence from week 8 following the signing of the contract, once the LMS is ready to receive migrated files.
- Ongoing technical support, maintenance, and updates are to be provided during the initial 12 months of the contract. Any subsequent support arrangements will be negotiated on an annual basis.
- SSO with other Union systems. Within 10 weeks after contract signature.
- Optional - mobile app - Android / IOS 8 weeks after contract signature.

6. ELIGIBILITY CRITERIA

On successful completion of eligibility criteria, the service provider will be considered for technical and financial evaluation. List of documents mentioned will be considered for assessment of eligibility criteria. The service provider will be accessed on the basis of following :-

Sl. No.	Eligibility Criteria	Documents to be submitted with Technical Proposal
1	Company overview and credentials	Brief to be shared
2.	Five years' experience developing LMS	List of assignment (Organisation name, year of work, description of activity) to be shared highlighting 5 years of exp.
3	Last three years Turnover – 2024-25, 2023-2024 & 2022-23	CA certified certificate
4	Five Trade Reference	List of 5 reference (Name, organisation, contact details, assignment details)

7. PROPOSAL SUBMISSION:

- A. Proposals through email are invited from the reputed agency for the aforesaid purpose. The proposal should include the **"Technical & Financial"** details.
- B. Two separate emails are required to be submitted - **Technical and Financial Proposal**. The interested bidder must submit their proposals in two separate emails and should clearly state in the subject line - **"Technical Proposal – Hiring of Agency for providing AI-Powered Learning Management System (LMS) "** and **"Financial Proposal – Hiring of Agency for providing AI-Powered Learning Management System (LMS) "** with all relevant documents as listed in Annexures A & B to Procurement.union@theunion.org latest by **31st October 2025**.
- C. The "Technical proposal" to be prepared in accordance with documentation as detailed in **Annexure–A and Technical Evaluation Criteria** as indicated in Section 8 of this RFP. The Technical Proposal should not contain any cost information whatsoever.
- D. The Detailed Financial Proposal shall be in accordance with instructions in **Annexure-B** to this RFP.
- E. "Financial Proposal" shall remain password-protected, and such password shall be obtained by procurement committee appointed by The Union after the Technical Qualification of the Proposal submitted by the bidder.
- F. Proposal validity period will be for **180 days** from the date of submission of proposal.
- G. Pre-Bid meeting will be held on **15th October 2025 01:00 PM (GMT)**, Link is mentioned below :-

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 397 416 490 801 8

Passcode: Dt2HA2Ns

- H. You may also write to Procurement.union@theunion.org latest by **15th October 2025**. Post date, no queries/ clarification will be entertained.
- I. In case of any change/clarification, corrigendum will be uploaded latest by **15th October 2025**. please download the same from the source.

8. EVALUATION CRITERIA:

8.1 Technical Evaluation -Scoring criteria

Sr. No.	Evaluation Criteria	Documents	Maximum Scoring
1	Relevant experience with the non-profit sector: 5-10 clients – 5 Marks More than 10 clients -10 Marks	List of Clientele	10
2	Description of Proposed LMS: • Technical specification and architecture -15 marks • Interoperability -10marks	Details to be provided in Technical Proposal	25
3	Demo/sandbox: • Interface for learners- 10 marks • Interface for admins and content creators- 10 marks • Customizable dashboards-10 marks • Multilingual support--10marks • Accessibility/usability for diverse users- 5 marks • Mobile-friendliness- 5 marks	Via virtual demonstration and sandbox access	50
4	Detailed Timelines with Milestone	Details to be provided in Technical Proposal	10
5	Proposed Team (Structure & Credentials)	Details to be provided in Technical Proposal	5

- A. Presentation - As a part of Evaluation of proposals submitted by the applicants, The Union may seek further information or a presentation from the organizations for evaluation purposes. The Union may call for such information/presentation at a short notice.
- B. The bidder must obtain a minimum **score of 60 for Technical** Qualification of the Proposal submitted by them.
- C. The procurement committee appointed by The Union shall review and evaluate the Technical Proposals based on their responsiveness to the **Scope of Work** and **Annexure-A** to the RFP applying the evaluation criteria, sub-criteria, and the scoring mechanism specified in the above clauses. A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score stated herein above.

8.2 Financial Evaluation

- A. The Financial Proposals of only those Bidders who achieve the minimum technical score will be opened by the committee appointed by The Union, after obtaining a password from the respective bidder. The Financial Proposal evaluation shall be carried out in reference to **Annexure-B**. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened.
- B. The Financial Score shall be calculated through the following formula

$$\text{Financial Score} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

- C. The proposal will be evaluated on **Quality Cum Cost Based Selection**. Technical Scores obtained shall carry a weight of 70%, whereas the Financial Score shall carry 30% weightage.
- D. The Agencies securing the highest combined evaluation score (Top 3) will be invited for negotiations.

9. IMPORTANT DATES & TIME (Table A)

Particulars	Date & Time
Date of floating Request for Proposals	10 th October 2025
Pre-Bid Meeting & Last date of queries	15 th October 2025 01:00 PM (GMT)
Last date and time for Submission of Proposals	31 st October 2025 11:55PM(IST) / 6:25 PM (GMT) This is an absolute deadline, the proposal received after this date will be disqualified.
Presentation & Technical Evaluation	Within 2 weeks from the date of submission
Financial Evaluation	Last week of November 2025
Signing of Contract	First week of December 2025

10. DURATION

- A. The agreement will be for an initial period of **12 months**. The bidder shall be subject to performance evaluation at the end of each year.
- B. The extension will be made without any change in rate agreed during the signing of the initial agreement
- C. In case of any changes made during the assignment, these changes will be made with mutual agreement specifying the deviations and justifications

11. PENALTY CLAUSE:

In case of delay as per the deliverable, The Union may levy the penalty/is as follow: -

Delay in executing the Services and in particular competition of the Activity (Daywise)	Penalty incurred
1-5 days	2.5% of total contracted value
6-10 days	5% of total contracted value
More than 10 days	10% of total contracted value

Successful supplier will subject to Contractual Terms and Conditions of The Union – Annexure D

Annexure-A**DETAILED TECHNICAL PROPOSAL OF BIDDER**

Proposals should include the following information:

1. A brief profile of the Bidder/Applicant (Organisation), with the details of the head of the organization and team/ facilitators who will be involved in the assignment
2. Description of organizational structure
3. Company overview and credentials: include a summary of the company, demonstrating more than five years' experience in developing LMS along with details of annual turnover to support assessment of financial stability. Case studies or references.
4. Detailed description of the proposed LMS solution, including how the LMS can scale or integrate with a future CMS/knowledge hub.
5. Detailed technical specifications and architecture.
6. Detailed timeline and milestones proposed.
7. Mock-up / demonstration / sandbox: A virtual demonstration of the proposed LMS must be provided, showcasing key features including the learner interface, admin and content creator tools, dashboards, multilingual support, accessibility, and mobile responsiveness. In addition, vendors are requested to provide access to a sandbox environment where Union staff can independently test the system from the perspective of different user roles, without requiring vendor support. This will be a key component of the evaluation process.
8. Details as per the Technical Evaluation criteria indicated at Section 8 of the RFP document
9. Provide a minimum of three (3) trade references that the Bidder have partnered with on similar interventions as mentioned in the RFP including names of persons, who may be contacted, position of person, address and phone number.
10. Letter of interest (LOI)/ Cover letter on letter head signed by authorised signatory
11. Additional information (if any)

Annexure-B

DETAILED FINANCIAL PROPOSAL OF BIDDER

The financial proposals should include the following:

- (i) Name and address of the Organization/Institution:
- (ii) Cancelled cheque detailing organization's bank account (Non FCRA bank account), account number, bank name, IFSC Code etc.

The bidder is requested to fill in the below template to provide commercial details.

S. No.	Component	Cost (EURO)	Taxes (EURO)	Total Cost (EURO)
1	Implementation and configuration			
2	Hosting (on the vendor's server)			
3	Migration support			
4	Licenses (if applicable)			
5	Training			
6	Ongoing support/maintenance for 12 months from the date of public launch of the LMS with specification of any additional costs to change features after the launch (price card)			
	Grand Total			

Annexure C

Respondents must provide the following general disclosures:

If they are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or the financial standing of the Respondent including but not limited to the appointment of any officer such as a receiver in relation to the Respondent personal or business matters or an arrangement with creditors or of any other similar proceedings.

Yes**No**

If they have been convicted of, or are the subject of any proceedings, relating to:

Criminal offence or other offence, a serious offence involving the activities of a criminal organization or found by any regulator or professional body to have committed professional misconduct.

Yes**No**

Corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract, with The Union or any other contracting body or authority

Yes**No**

Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes

Yes**No**

They do not intend to use equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Yes**No**

TERMS AND CONDITIONS OF CONTRACT

1. CONFIDENTIALITY

- 1.1 The Contractor shall treat as confidential, during as well as after the performance of any work under this Agreement, any information, including any personal information defined by The Union, to which the Contractor becomes privy as a result of acting under the Agreement (the "**Confidential Information**"). For more certainty, the Contractor shall not disclose any such Confidential Information to any other person or party which is not participating in the Agreement in a form that could reasonably be expected to identify the person, including individuals, to whom such information relates. However, the Consultant may disclose the Confidential Information as required by law, a court or any governmental or regulatory authority.
- 1.2 Where the work to be performed under the Agreement involves access by the Contractor to confidential, classified or protected documents of The Union, the Contractor shall comply with all applicable security procedures and requirements of The Union, keep the Confidential Information secure and not disclose it. Any inquiries as to what information is confidential or what procedures should be applied when handling Confidential Information should be addressed to the Global Human Resources and Finance Departments of The Union.
- 1.3 Information which is or will be in the public domain, is lawfully in the other Party's possession prior to disclosure and/or has been made available to a Party on a non-confidential basis, is not covered by this clause.
- 1.4 At the end of the contractual relations and at The Union's request, the Contractor must return any document containing confidential information entrusted to it and keep no copy of it.
- 1.5 This provision is valid throughout the duration of the Agreement and after the Agreement reaches its term, and for whatever reasons, for the duration of twelve (12) months.

2. DATA PROTECTION

- 2.1 Where processing of personal data is to be carried out, the Contractor guarantees to implement in advance appropriate technical and organisational measures in such a manner that processing meets the requirements of the European General Data Protection Regulation (EU Regulation 2016/679), and ensure the protection of the rights of the data subject as stipulated in Article 28 of the regulation.
- 2.2 Furthermore, the Contractor shall not engage any sub-processor without the prior specific written authorisation of The Union.
- 2.3 The Contractor must delete or return all personal data to The Union as requested at the end of the contract.

3. INTELLECTUAL PROPERTY

- 3.1 Nothing in this Agreement shall be construed as implying the transfer of ownership of The Union intellectual property to the Contractor or any of its collaborators or subcontractors.

- 3.2 The Union expressly reserves and retains any rights that are not expressly granted to the Contractor under this Agreement.
- 3.3 Nothing herein shall impose any obligation on The Union to make use of any of the rights set forth herein.
- 3.4 Upon completion of the related payments provided herein, all material created for purposes of the Agreement or provided to The Union as part of the Services hereinafter “**the Contract Material**”, shall be the property of The Union.

4. WARRANTIES AND REPRESENTATIONS

The Contractor warrants and represents that:

- 4.1 It has full right, power, legal capacity and authority to enter into this Agreement and to carry out all of its terms and conditions and the signatory is a duly authorised representative with full powers to sign this Agreement on its behalf.
- 4.2 It will ensure all aspects of the work to be performed pursuant to this Agreement will conform to The Union’s standards and meet all deadlines specified in the Agreement.
- 4.3 The Contractor warrants that any and all written work submitted under this Agreement are not and have never been published in paper, or any other format with any organisation that may still own proprietary rights to the work.
- 4.4 The Contractor warrants that this work is not currently in the public domain. If any part of this work has been copyrighted, an original letter of permission from the copyright holder to use the work shall be submitted to The Union.

5. NO EXCLUSIVITY

Nothing in this Agreement shall be construed to establish an exclusivity relationship between The Union and the Contractor. The Union shall be free to select other contractors to conduct work that is within the expertise of the Contractor. The Contractor also retains the ability to conduct work on behalf of other Parties subject to the limitations set out in Clause 19.

6. LIABILITY AND INDEMNIFICATION

- 6.1 The Union, its officers, employees and agents, shall not be liable for any injury to the person or for loss or damages to the property of the Contractor or of anyone else, occasioned by, or in any way attributable to the Contractor under this Agreement unless such injury, loss or damage is caused by the negligence of an officer, employee or agent of The Union acting within the scope of his employment.
- 6.2 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for fraud, fraudulent misrepresentation, death or personal injury.
- 6.3 Subject to Clause 9.2, The Union's total liability to the Contractor shall not exceed twice the amount mentioned in Clause 3.1 and the following types of loss are wholly excluded: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) indirect or consequential loss.

- 6.4 The Parties will mutually defend and forever hold each other and their officers, employees and agents harmless against and from any and all third-party claims, lawsuits, judgments and expenses (including, without limitation, reasonable legal fees) arising out of any breach by the other party of any provision of this Agreement or any misrepresentation made by the other party and its officers, employees or agents. This provision shall survive the termination of the Agreement.

7. DEFAULT AND TERMINATION

7.1 TERMINATION FOR CONVENIENCE

- 7.1.1 This Agreement may be terminated, in whole or in part, by either Party at any time upon thirty (30) days prior written notice of termination to the other Party.

7.2 TERMINATION FOR BREACH

- 7.2.1 In the event any Party hereunder shall materially breach any of the terms and conditions contained in this Agreement, the other Party may immediately terminate this Agreement, at its option and without prejudice to any of its legal or equitable rights, effective seven (7) days following formal written notice from the non-defaulting Party, via registered mail with acknowledgement or receipt, if said non-performance has not been cured within such period.
- 7.2.2 Either Party may terminate the Agreement with immediate effect by giving written notice to the other Party via registered mail with acknowledgement or receipt, in case of breach of the following provisions: Clause 4 (Confidentiality), Clause 5, (Data Protection), Clause 6 (Intellectual Property), Clause 12 (Conflict of interest) or Clause 19 (Affiliation with Tobacco Industry), or in case the Contractor engages in any illegal activity (fraud, corruption, etc.).

7.3 TERMINATION IN THE EVENT OF THE OPENING OF COLLECTIVE PROCEEDINGS

To the extent permissible by the applicable mandatory laws, in the event any Party shall become insolvent or shall suspend its operations or shall file a voluntary petition or answer admitting to the jurisdiction of a court as to the material allegations of insolvency, or shall make an assignment for the benefit of creditors, then the other Party may thereafter immediately terminate this Agreement by giving written notice of termination to such Party or its receiver.

7.4 GENERAL PROVISION ON TERMINATION

- 7.4.1 Termination may occur at any time, whether Service are in progress or not.
- 7.4.2 If this Agreement is terminated by The Union pursuant to any of the paragraphs of Clause 10, the Contractor is entitled to reimbursement for those monetary amounts duly expended or obligations duly incurred prior to the termination of the Agreement in relation to performance of the Services in accordance with Clause 2 provided that they are intimated to The Union during the thirty (30) days following the date of termination. This provision only applies where the Contractor has used best endeavours to mitigate the loss in relation to any such expenses.
- 7.4.3 Upon termination of this Agreement, The Union shall cease to have any obligation to make any payment to the Contractor in respect of the costs incurred by the Contractor after the date of termination, and, if applicable, the amount of any excess cost paid to the Contractor shall be recognised as being a debt due to The Union.

- 7.4.4 After the end of the Agreement for any reason, the Contractor undertakes not to use or refer to The Union, its trademarks, name and services, and in general to no longer introduce itself as The Union service provider. The Contractor undertakes to return to The Union all documents, leaflets, files and other materials which may have been delivered to it in the context of the Agreement or which it may have created for the purposes hereof.

8. NO AGENCY OR JOINT VENTURE

Nothing in this Agreement shall be deemed to create an agency relationship or joint venture between the Parties. Each party shall be responsible for all taxes, benefits, withholding, worker's compensation, and health insurance, medical evacuation costs beyond those covered by the travel insurance, and unemployment insurance and similar requirements of their own employees and neither party's employees shall be deemed agents or employees of the other party.

9. CONFLICT OF INTEREST

The Contractor undertakes to take all necessary precautions to avoid conflict of interests in accordance with The Union Conflict of Interest Policy. The Contractor agrees to comply with the policy by signing the Conflict of Interest Disclosure Form and shall inform The Union without delay of any situation constituting or likely to lead to any such conflict during the period of this Agreement.

10. SUCCESSORS AND ASSIGNS

The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their lawful heirs, executors, administrators, successors and assigns.

11. ASSIGNMENT

Neither Party may assign, transfer or dispose of any way its rights and obligations under the Agreement without the prior written consent of the other Party, such agreement not to be unreasonably withheld, except that either Party is authorized to assign, transfer or dispose all or part of their rights and obligations under the Agreement to an affiliated company of its group, subject to prior information of the other Party.

12. ENTIRE AGREEMENT

The Agreement constitutes the entire accord between the Parties with respect to the subject matter of the scope of work and supersedes all previous negotiations, communications and other Agreements relating to it unless they are incorporated by reference in the Agreement. The Parties hereby waive any claim which may arise from their relations prior to the Agreement.

13. NOTICES AND COMMUNICATION

- 13.1 Where in the Agreement any notice, request, direction, or other communication is required to be given or made by either Party, it shall be in writing and will be effective if delivered in person, sent by registered mail or by e-mail addressed to the Party for whom it is intended at the address mentioned in the Agreement. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other Party? and, by e-mail, when transmitted. The address of either Party may be changed by notice in the manner set out in this provision.

- 13.2 All notices and communications concerning this Agreement shall be addressed to the respective contact people as follows:

For The Union:

Name:

Address: International Union Against Tuberculosis and Lung Disease
2 rue Jean Lantier, 75001 Paris, France

For the Contractor:

Name:

Address:

14. AMENDMENT, MODIFICATION, WAIVER

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the Parties. No waiver by any Party of any of the provisions hereof shall be effective unless set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after such waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. FORCE MAJEURE, FORTUITOUS EVENT AND *FAIT DU PRINCE*

- 15.1 If any party hereto is prevented, hindered or delayed from performing its obligations under the Agreement as a result of a force majeure within the meaning of Article 1218 of the French Civil Code and of the case law of the French courts, such prevention or delay shall not be considered as a breach of the Agreement and that Party shall be relieved from its obligations for the duration of such force majeure, provided however that there is a direct relation between such prevention or delay and the force majeure.
- 15.2 The Party claiming to be affected by a force majeure shall notify the other Party no later than ten (10) days after the occurrence of force majeure and shall use all reasonable endeavors to mitigate the effects caused by force majeure as well as implement a work around solution. This written notification shall indicate the day on which the force majeure occurred and the likely effects of the force majeure on its ability to perform its obligation under this Agreement.
- 15.3 The Party claiming to be affected by a force majeure should also, as soon as possible and in any case not later than ten (10) days after the end of the event force majeure, notify the other Party that the force majeure has ended and resume performance of its obligation under this Agreement.
- 15.4 In the event of force majeure, the Parties shall do their utmost to remedy the situation as quickly as possible. In the event that the proper execution of the work according to the conditions stipulated in the Agreement is hindered or prevented due to force majeure beyond thirty (30) days, either Party without having to pay indemnity to the other shall be entitled to terminate the Agreement, with effect as from receipt by the other party of the appropriate written notice of termination sent by registered mail with acknowledgment of receipt.
- 15.5 The Parties will also, without compensation, be relieved of their obligations by the occurrence of events constituting fortuitous events (“cas fortuit”) or “fait du prince” within the meaning of French law and French case law.

16. AFFILIATION WITH TOBACCO INDUSTRY

- 16.1 The Contractor does not have any business relationship with or knowingly received payment or other support from any tobacco product manufacturer or wholesaler (the “**Tobacco Industry**”), or any parent, affiliate, subsidiary, organisation, or foundation with majority support from the Tobacco Industry, or any person, interest group, advocacy organisation, or other business or organisation (other than a law firm, advertising agency, or accounting firm) that represents the interests of the Tobacco Industry (collectively, “**Tobacco Affiliates**”).
- 16.2 The Contractor currently does not accept and shall not accept financial or other support from the Tobacco Industry or Tobacco Affiliates until at least one year after the end of this Agreement. Failure to comply with this clause may constitute grounds for termination of this Agreement and The Union shall have the right to demand and receive a return of all funds under this Agreement, plus interest, as liquidated damages, other provisions of this Agreement notwithstanding.

17. DISPUTE RESOLUTION

- 17.1 This Agreement is an understanding amongst the Parties hereto and shall bind the Parties to the fulfilment of the terms and conditions contained herein. In the event of any differences or disputes arising out of the interpretation or application of the provisions of this Agreement, the Parties shall immediately consult each other with a view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and cooperation. Such amicable settlement shall be done within (15) days of the first written communication of the dispute between the Parties.
- 17.2 In the event the Parties fail to reach a settlement, any dispute concerning the validity, interpretation, performance, non-performance or termination of the Agreement or otherwise related to the Agreement shall be submitted to the Commercial Court of Paris.

18. APPLICABLE LAW

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

IN WITNESS WHEREOF, the Parties have executed this Agreement:

For The Union:

For the Contractor:

Name
Title

Name
Title

Date: _____

Date: _____