

16th January 2026

Ref. No: The Union /HQ/2026/001

**Request for Proposal for hiring an agency for managing elements of the World
Conference on Lung Health (WCLH) 2026**

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 for managing elements of the World Conference on Lung Health (WCLH) 2026
- 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. Bidder may submit a proposal as a single entity or collaborate with other Service Providers to present a proposal either by submitting a joint proposal or through subcontracting. Proposals may also combine both approaches. The legal status and role of each legal entity shall be clearly described in the proposal.
- 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.
- 3.8. The bidder must have no affiliation with the tobacco industry and/or its agents/associates and currently does not accept and shall not accept financial or other support from any tobacco product manufacturer or the parent, subsidiary or affiliate of a tobacco product manufacturer until at least 12 months after the end of the Agreement period. Failure to comply may constitute grounds for termination of the Agreement.
- 3.9. 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

INTRODUCTION

The WCLH is the world's largest gathering of clinicians and public health workers, health programme managers, policymakers, researchers and advocates working to end the suffering caused by lung disease, with a focus specifically on the challenges faced by low- and lower-middle income populations.

WCLH is an annual event attracting 3000 – 4000 delegates from across the world, with representatives from over 130 countries.

All RFP responses are required to take into consideration the need to deliver services in the Windsor Convention Centre, Rio de Janeiro, Brazil in 2026.

RFP responses must include all costs in details, associated with the delivery and management of the services covered in this request, including, but not limited to, any national or local taxes that are applicable, permits to operate or permits required by staff to work, and any costs associated with currency requirements. Costs quoted in the RFP response must be in US Dollars.

SERVICES :

1. Exhibition

- To provide the design, infrastructure build and management of the Conference Exhibition space.
- For the purposes of this request, this is limited to 40 exhibition units of various sizes in shell scheme format. The proposed size distribution:
 - 10 units – 2m x 2m
 - 18 units – 3m x 3m
 - 7 units – 6m x 3m
 - 3 units – 6m x 6m
 - 2 units – 9m x 6m
- The quotation will include the provision, installation and removal of the basic wall structures, lighting and a power outlet as standard per booth. The quotation will include a basic furniture package of table and 2 chairs per booth.
- There should also be a listing of additional items, fully costed to include graphics and furniture packages which exhibitors can order to complete their booth “look and feel”.
- In addition, the quotation must include all costs required for:
 - The design and layout of the exhibition floor to fit the venue space
 - The management of the area on-site during the build, open days and the de-rig days including removal of all elements and ethical wastes management
 - The production and distribution of an exhibitors’ manual of operations, 12 weeks in advance of event with a nominated person available for pre-calls with exhibitors
 - Online store of all goods and services for exhibitors to purchase upgrade packages, including graphics, power and furniture, 12 weeks in advance of the event

- Full process for management of any custom build booth spaces to ensure integration in overall exhibition area
- Print proofing services
- All costs associated with ensuring that the exhibition and exhibitors' operations meet all local and national safe working requirements.
- A system for ensuring and documenting that all exhibitors have the correct type and level of insurance(s) in force (e.g. Health&Safety paperwork, Risk and Methods documentation (RAM)).
- Staffing and systems to deliver an onsite help desk during the build stage and all open days of the event.
- An on line help desk service for exhibitors in order to provide a response to their questions and information requests, with a turnaround time of 24 hours.

2. Audio, Visual and Lighting

- To provide, install, remove and manage all the audio, visual and lighting requirements for 10 presentation session rooms that will be operating simultaneously.
- It is assumed, for the purpose of the quotation, that each room has a capacity for 300 delegates and there are no infrastructure elements other than power available in the room. The normal operating hours for each room are from 08:00 to 20:00 over four days.
- Lighting should allow for a minimum even stage wash and lectern focus.
- Minimum requirements are for the procurement, installation, operation and removal of a screen(s) of a suitable size and quality for medical based presentations (fine text) and projection facilities to enable presentations from the (3rd party) presentation management system to be displayed with the presenter operating the presentation via a laptop.
- A VLAN internet drop will be required for each room to connect to the laptop (laptop supplied by the presentation management supplier). Most presentations consist of PowerPoint type presentation.
- A sound system and provision of microphones to enable questions to be asked from the floor and responded to by the presenter(s).
- The quotation should include provision for on-site technical support in each room during operating hours and account for any needed overnight changes.

3. Content and Broadcast

- To provide the equipment and support services to Content Capture the presentations, including presenter graphics, given in 10 sessions rooms and enable this content to be collated, manipulated and then live streamed to registered delegates both at the Conference and in virtual locations around the world.
- Content must be made within 24 hours, as video on demand and collated to be made available as free-to-view during and after the conference.

- The content delivery network must be robust for worldwide availability, including China, and integrate seamlessly with The Union's existing conference app for delegate viewing.

4. Specialist Services

- Production of an Event Safety Management Plan, a Public Safety plan and on-site safety provision, including staff, for the safe delivery of the Conference of approximately 3500 delegates
- Production of a Security plan and on-site security provision, including staff, for the safe delivery of the Conference of approximately 3500 delegates
- Production of a Medical plan and on-site medical provision, including staff, for the safe delivery of the Conference of approximately 3500 delegates

CONSIDERATIONS

The RFP response must include the delivery of all four elements.

If any third party contractors are to be used, this must be declared and detailed information to be provided as to how these third parties will be evaluated in terms of:-

- The quality of their service/s
- The on-site management to ensure fault free delivery
- Ensuring on time delivery within a fixed budget
- Include the mechanism for underwriting of third party contracts in terms of responsibility and financials

CONDITIONS

The successful request will be decided with consideration of the following key factors:

- Design creativity and quality
- Past experience and portfolio
- Compliance with deadlines
- Price competitiveness

Respondents will need to provide 2 Nominated Customer References that The Union can contact for recommendations as part of the selection process.

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 assessed on the basis of following :-

Sl. No.	Eligibility Criteria	Documents to be submitted with Technical Proposal
1	Bidder is a legally registered entity	Provide a copy of the statutes/registration of the legal entity
2	No conflicts of interest in accordance with clause 4.	Signed disclosure to be submitted
3	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Signed undertaking to be provided
4	Previous Experience Minimum 5 years of relevant experience.	<p>Please list only previous similar assignments successfully completed in the last 3 years. List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs.</p> <p>The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by The Union</p>
5	<p>Financial Standing Minimum average annual turnover of USD 7million for the last 3 years.</p> <p>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</p>	Audited financial statements of last 3 years

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 managing elements of the World Conference on Lung Health (WCLH) 2026**" and "**Financial Proposal – Hiring of Agency for managing elements of the World Conference on Lung Health (WCLH) 2026**" with all relevant documents as listed in Annexures A & B to Procurement.union@theunion.org latest by **3rd March 2026**.
- 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. You may send your queries to Procurement.union@theunion.org latest between **26th - 30th January 2026**. Post date, no queries/ questions will be entertained.
- H. In case of any change/clarification, corrigendum will be uploaded latest by **2nd February 2026 on Union's website**. Please download the same from the source.

8. EVALUATION CRITERIA:

8.1 Technical Evaluation -Scoring criteria

Sr. No.	Evaluation Criteria	Maximum Scoring
A)	Bidder's qualification, capacity and expertise	20
1	Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.	
2	General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).	
3	Relevance of specialized knowledge and experience on similar engagements done in the region/country	
4	Quality assurance procedures and risk mitigation measures	
5	Organization's commitment to sustainability	
B)	Proposed Methodology, Approach and Implementation Plan	40
1	A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.	
2	The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.	
3	Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.	
4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.	
5	Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.	
C)	Management Structure and Key Personnel	20
1	Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement	
2	Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services	
D)	Presentation and Interview	20
	TOTAL SCORE	100

- 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

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.

- A. The Financial Score shall be calculated through the following formula

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

- B. 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.
- C. 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	16 th January 2026
Last date of quires	30 th January 2026
Corrigendum, if any	2 nd Februray 2026
Last date and time for Submission of Proposals	3 rd March, 11:55PM(CET) 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	First week of April 2026
Signing of Contract	Second week of April 2026

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 deliervable, 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

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. Proposed Methodology, Approach and Implementation Plan, timelines
3. Details as per the Technical Evaluation criteria indicated at Section 8 of the RFP document
4. Provide a minimum of two (2) 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.
5. Letter of interest (LOI)/ Cover letter on letter head signed by authorised signatory
6. Additional information (if any)

Annexure B

DETAILED FINANCIAL PROPOSAL OF BIDDER

The Bidder is required to prepare the Financial Proposal following the below format and submit it as indicated in the clause 7 of the RFP. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification. The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal. 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.
- (iii) Taxes and other applicable charges to be indicated

Summary of Overall Cost

Particulars	COST (EURO)
Professional Fees	
Activity Cost	
Total Cost of Financial Proposal	

Breakdown of Professional Fees

Name	Designation	Fee Rate	No. of Days/months/hours	Total Amount
Sub Total Cost				

Breakdown of Other Costs - (as per Union's Policy)

Description	UOM	Quantity	Unit Price	Total Cost
International flights				
Accommodation				
Meals and Incidental allowance				
Local transportation costs				
Out-of-Pocket Expenses				
Sub Total Cost				

Breakdown of Price per Deliverable/Activity

Deliverable/Activity	Time (Person/Days)	Professional Fees	Other cost	Total Costs

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: _____