****

*V 1.7*

**TB DIAGNOSTICS**

**PRODUCT REQUEST FORM & TECHNICAL AGREEMENT**

**(DPTA)**

*Agreed between*

|  |  |
| --- | --- |
| **Name of Institution** |  |
| **Address** |  |

(hereinafter “Client”) *and*

|  |
| --- |
| **Global Drug Facility, Stop TB Partnership Secretariat, c/o World Health Organization** |
| **20, avenue Appia, 1211 Geneva 27, Switzerland** |

(hereinafter “WHO/GDF”)

**SECTION A. ORDER TYPE, FUNDING SOURCE and AGREEMENT**

|  |  |
| --- | --- |
| **Funding source***(funding for product request)* | **Check applicable option (√)** |
| The Global Fund |  |
| USAID |  |
| TB REACH |  |
| Government |  |
| Other Please specify source: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

|  |  |
| --- | --- |
| **Agreement***(underlying agreement, if any, for product request, signed between WHO and the Client)* | **Date of Agreement** |
|  |  |

**SECTION B. contact DETAILS**

Please ensure that full contact details are provided below, including mailing address, telephone, fax, and email.

|  |  |
| --- | --- |
| **Country:** |  |
| **Contact Person** |  |
| **Position:** |  |
| **Organization:** |  |
| **Address:** |  |
| **Telephone:** |  |
| **Fax:** |  |
| **Email:** |  |

**SECTION C. CONSIGNEE AND DELIVERY DETAILS**

|  |  |
| --- | --- |
| 1. Name and full contact details of consignee
 | Name:Position:Organization:Address(postal and physical):Telephone:Fax:e-mail: |
| 1. Name and full contact details of person/authority responsible for tracking the deliveries on the GDF internet-based Order Management System (if different from above)
 | Name:Position:Organization:Address:Telephone:Fax:e-mail:  |
| 1. Full contact details of **Notifying party** (person/authority responsible for product Shipment authorization)Note: Above person will be contacted via email when shipment is ready to be shipped. **Authorization will be required before the shipment is dispatched.**
 | Name:Position:Organization:Address:Telephone:Fax:e-mail: |

**SECTION D: DELIVERY & IMPORTATION DETAILS**

The Preferred date(s) of Delivery specified by the Client should indicate when the Client needs laboratory equipment and supplies to arrive in-country. WHO/Stop TB Partnership (WHO/TBP) will undertake best efforts to accommodate the requested delivery date(s). WHO/TBP will provide updates on the Estimated Time of Arrival (ETA) as such information becomes available.

|  |  |
| --- | --- |
| 1. Preferred delivery date (date equipment required)
 |  |
| 1. Preferred port of delivery, mode of shipment and delivery schedule for split shipments
 | a) Please indicate name of port:- International Airport- Sea port- Train station for rail transport- Destination city for road transportb) Please indicate preferred mode of shipment:- 100 % air- 100 % sea- 20 % air and 80 % sea- other distribution air / sea:Please specify (% or e.g. by product):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_c) Please indicate preferred delivery schedule in case of split shipments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Please confirm that no special pre-shipment inspections are required in addition to the pre-shipment inspection that will be carried out by the GDF agent.
 | [ ]  **NO**[ ]  **YES**, Special pre-shipment inspection requirements Please specify: |
| 1. Documentation needed to accompany consignment.

Standard documentation includes airway bill/bill of lading, invoice and packing list). Should you require further documentation, please check the appropriate box.  | [ ]  Airway bill/bill of lading /CMR[ ]  Certificate of analysis (analytical batch certificate) [ ]  Certificate of origin [ ]  Packing list [ ]  Invoice [ ]  Gift certificate [ ]  Other documents or requirements (such as original documents, etc) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Please specify if the invoice must comply with specific requirements. |
| 1. Advance notice required by customer before delivery

**Note:** Standard shipping and quality documents are usually only available 2 weeks before goods are shipped. If more advance notice is required, this will result in longer delivery times for the order. | Number of     week(s)Please specify which documentation is needed for the pre-importation process:[ ] Airway bill/bill of lading /CMR[ ]  Certificate of analysis (analytical batch certificate) [ ]  Certificate of origin [ ]  Packing list [ ]  Invoice [ ]  Gift certificate [ ]  Other documents or requirements (such as original documents, etc) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Special requirements concerning markings on outer cartons.
 |     |
| 1. Can shipments arrive outside of regular working hours (09.00 - 17.00 h / Mon - Fri). If no, please state the hours.
 | Yes [ ]  No [ ]  |
| 1. Details of additional requirement
 |  |

**SECTION E: REGISTRATION DETAILS**

Information on equipment registration is **critical** to ensure timely delivery. Please ensure that the section below is complete with accurate, up-to-date information.

|  |  |
| --- | --- |
| 1. Is **registration required for the products to be delivered**?Time required for registration?
 | Yes [ ]  No [ ] Number of weeks:     |
| 1. Can **importatio**n of the products in the country be made **prior to or during registration** (where applicable)?
 | Before [ ]  During [ ]  Neither [ ]   |
| 1. If registration is required: Registration d**ossier** for the application to be sent to:
 | Name:Title:Organization:Address:Telephone:Fax:Email: |
| 1. If registration is required:
	1. Is it possible to obtain a **waiver to registration**?
	2. Does a **fast-track mechanism** exist for the registration of the products to be delivered?
 | Yes [ ]  No [ ] Number of weeks: Yes [ ]  No [ ] Number of weeks: **List of documents required:*****for waiver:***- - ***for fast-track registration:***- - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Other important information concerning product registration that may affect WHO/GDF shipments.
 |     |

WHO/GDF works with a procurement agent to execute diagnostics orders, in particular to coordinate the logistics thereof. This DPTA is hence signed parallel to a commercial delivery contract entered between the procurement agent and the Government. This DPTA does not constitute the commercial delivery contract.

Products and quantities to be supplied are marked in Annexes 1 – 3 to this DPTA.

Annex 4 specifies electric determinants for the use of electric diagnostic equipment at destination.

The handling fee levied for execution of this order is listed in Annex 5.

Annex 6 contains general terms and conditions applicable to this order.

***Please sign below and initial each page of this form and send it to the following address:***

**Request submitted to:**

**Global Drug Facility**

**Stop TB Partnership Secretariat**

**c/o World Health Organization**

**20, avenue Appia**

**CH-1211 Geneva 27**

**Switzerland**

**Tel.: +41 22 791**

**Fax: +41 22 791 4886**

**Email:**

|  |  |
| --- | --- |
| **Name of Client:** | ***Request Accepted:******World Health Organization*** *on behalf of****Stop TB Partnership*** |
| *Signature:* | *Signature:* |
|  |  |
| *Name:*  | *Name: Dr Lucica Ditiu* |
| *Title:* *(Authorised Official)* | *Title: Executive Secretary,* *Stop TB Partnership**(Authorised Officer)* |
| *Date:* | *Date:* |

*Annex 1*

**MICROSCOPY - PRODUCT SPECIFICATIONS AND QUANTITIES TO SUPPLY**

Table 1: Products and quantities to be supplied

|  |  |  |  |
| --- | --- | --- | --- |
| **Product** | **Description** | **Unit** | **Quantity of units****TO SUPPLY** |
| **MICROSCOPE** |
| **LED Microscope with accessories** | Contains 1 binocular Microscope with LED fluorescence capacity, with cleaning brush, color filter (blue), eyecup and set of 4 plug adapters for EU, UK, USA, AUS.  | 1 |      |
| Light mirror  | Light mirror for LED Microscope | 1 |  |
| Battery supply unit  | Battery supply unit for LED Microscope | 1 |  |
| Transport and storage case  | Transport and storage case for LED Microscope | 1 |  |
| **EQUIPMENT** |
| **Equipment Starter Kit** *forLED fluorescent microscopy or Ziehl-Neelsen staining technique* | Contains materials needed to fully equip a new, or refurbish an existing, laboratory unit to perform ZN or LED fluorescent smear microscopy.  | 1 |      |
| Water Distiller | Model GFL 2004 | 1 |      |
| Water Filter | Household water filter, stainless steel, ceramic candle type. | 1 |      |
| **REAGENTS and CONSUMABLES** |
| **Consumables Kit** *forLED fluorescent microscopy* | This kit is intended to prepare solutions for LED fluorescent microscopy with auramine staining (staining solution, decolorizing solution, counterstaining solution with methylene blue) and other consumables (e.g. microscope slides, filter paper, immersion oil) required to prepare 1000 slides. | 1 |      |
| **Consumables Kit** *forZiehl – Neelsen* *staining technique* | This kit is intended to prepare solutions for microscopy using the Ziehl – Neelsen staining technique and other consumables (e.g. microscope slides, filter paper, immersion oil) required to prepare 1000 slides for bright-field Microscopy.) | 1 |      |
| Distilled Water | Bacterial free - 5 x 1liter bottle | 5 |      |
| **SPUTUM CONTAINERS** |
| **Sputum Containers Kit** | 1000 sputum containers (40ml) | 1000 |      |

[ ]  Spare Parts for the LED Microscope can also be delivered. Please contact GDF.

Table 2: Country Information - TB Laboratory Services

| **TB MICROSCOPY SERVICES** |
| --- |
| 1 | Total number of smear microscopy units in the country |      |
| 2 | Number of smear microscopy units at each level of the health system (Include both Government and NGO units providing TB microscopy): |  |
| LEVEL 1: Health Centre/PHC clinic  |      |
| LEVEL 2: District hospital |      |
| LEVEL 3: Regional/Provincial hospital |      |
| LEVEL 4: Central laboratory |      |
| Other, please state ……………………………………….…….. |      |
| 3 | Number of smear microscopy units that received quarterly supervisory visits by the NTP or Head of Laboratories last year |      |
| 4 | Number of smear microscopy units that actively participated in a national TB quality assurance scheme last year |      |
| 5 | Estimated number of smear microscopy units that require basic laboratory equipment [Equipment Starter Kit] (include new sites and existing units that are inadequately equipped)  |      |
| 6 | Estimated number of smear microscopy units that require a Microscope Kit (include new sites and existing units that are inadequately equipped)  |      |
| 7 | Total Number of TB suspects who had sputum examined in the last 12 months: as documented in the laboratory registers |      |
| 8 | Total number of TB suspects who were diagnosed as ‘smear positive’ in the last 12 months (as documented in the laboratory registers) |      |
| 9 | Average annual national smear positivity rate (calculate as follows: **divide the answer to question 8 by the answer to question 7 and multiply by 100)** |      |
| 10 | Total number of smears/slides examined in all microscopy centres last year |      |
| 11 | Please provide the External Quality Assurance (EQA) Report for Laboratories in the country or, in case this document is not available, a brief description of the laboratory network in the country and the quality assurance measures that are in place.       |

*Annex 2*

**GENEXPERT - PRODUCT SPECIFICATIONS AND QUANTITIES TO SUPPLY**

*(Note: TB Diagnostics equipment ordered via this form is procured via WHO/GDF’s procurement agent. For GeneXpert equipment, it may be possible to exceptionally arrange direct procurement with the supplier via the Stop TB Partnership’s TB REACH facility. In case of interest in this option, kindly therefore consult with WHO/GDF prior to completing this part of the form.)*

**GeneXpert EQUIPMENT**

|  |  |  |  |
| --- | --- | --- | --- |
| **Product** | **Description** | **Unit** | **Quantity of units****TO SUPPLY** |
| GXIV-2-L | 2 Module Xpert Machine with Laptop | 1 |  |
| GXIV-4-L | 4 Module Xpert Machine with Laptop | 1 |  |
| GXIV-2-D | 2 Module Xpert Machine with Desktop | 1 |  |
| GXIV-4-D | 4 Module Xpert Machine with Desktop | 1 |  |
| GXCAL-CE-4 | 4 Module Calibration | 1 |  |
| GXXVI-16-L | 16 Module GeneXpert Machine with Laptop | 1 |  |
| GXXVI-16-D | 16 Module GeneXpert Machine with Desktop | 1 |  |
| GX4-4 VAL | Verification Kit (pack of 5 samples) | pack of 5 samples |  |
| GXIV-Module | Additional module | 1 |  |
| GX4-4-12M | Service Pack for a 1-year warranty extension (The initialwarranty is for two year**s**. This is a request for further warranty extension for one more year) | 1 |  |
| GX4-4-36P | Service Pack for a 3-year warranty extension (paid before the end of the two first year**s** of warranty) | 1 |  |
| GX4-4-36S | Service Pack for a 3-year warranty extension (paid upfront together with the system purchase) | 1 |  |

**CGXMTB-RIF-10 - Xpert MTB/RIF kit of 10 tests**

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of product** | **Preferred Date of Delivery (Month / Year)** | **Units** | **Quantity** |
| Cartridges (tests) |  | 1 |  |
| Cartridges (tests) |  | 1 |  |
| Cartridges (tests) |  | 1 |  |

\* Please note that deliveries of an annual supply of cartridges should be planned in two or three instalments:

- the first one for 3-4 months stock together with the Xpert machine

- the second/third ones for 4-7 months stock, sent later according to utilization pattern.

Should you need additional instalments, please communicate this information to WHO/TBP.

Please note that the final number of cartridges shipped may be slightly different due to the consignment size. Any variation will be communicated prior to the shipment.

*Annex 3*

**CULTURE - DST - BIOSAFETY AND WASTE HANDLING - MOLECULAR TESTING
PRODUCT SPECIFICATIONS AND QUANTITIES TO SUPPLY**

|  |  |  |  |
| --- | --- | --- | --- |
| **Product** | **Description** | **Unit** | **Quantity of units****TO SUPPLY** |
|  |  |  |  |

Annex 4

**ELECTRIC DETERMINANTS FOR THE USE OF ELECTRIC DIAGNOSTIC EQUIPMENT AT DESTINATION**

|  |  |  |
| --- | --- | --- |
| Please indicate the type of electric socket outlet prevailing in your country / laboratory setting.B [ ] D [ ]  E [ ]  G [ ]  I [ ]  J [ ]   [ ] Other (please specify):\_\_\_\_\_\_\_\_\_\_ | **TYPE B : North American Grounded 2 parallel flat prongs "American" type with an earth connector** |  **TYPE D : India / Sri Lanka / Nepal / Namibia 3 large round pins in a triangular pattern with earth connector QAD Code: 100-3897** |
|  **TYPE E : Europe / Schuko (Germany) 2 parallel prongs with a female earth connector QAD Code: 100-0471** |  **TYPE G : UK 3 large flat prongs "British" type - BS 1363 system QAD Code: 100-0475** |
|  **TYPE I : Australia / China / Fiji / New Zealand flat prongs, inverted "V" positioned with earth connector QAD Code: 100-0471CN** |  **TYPE J : Switzerland 3 round prongs - "Swiss" type QAD Code: 100-0471CH** |

Please also indicate for your country / laboratory setting:

Voltage (V): \_\_\_\_\_\_\_\_\_\_

Frequency (Hz): \_\_\_\_\_\_\_\_\_\_

Annex 5

**Handling fee**

For orders executed pursuant to this DPTA, the following handling fee rates apply:

The handling fee for executing the order is shown in the quotation provided by the procurement agent to the Client. The current fee of WHO/GDF’s appointed procurement agent for TB diagnostics, the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ), is 4.2 % of the ex works cost of supplies. For GeneXpert equipment and related supplies, GIZ’s fee level is 3.95 %. For the programmatic and technical support that GDF provides under this arrangement for delivery of TB diagnostics, WHO/GDF levies a handling fee in the amount of 0.75 % of the ex works cost of supplies. The fee is collected by GDF’s procurement agent on behalf of WHO/GDF.

**Annex 6: General Terms and Conditions for Product Delivery**

**A. Context**

1. These General Terms and Conditions shall apply to a WHO/GDF Product Delivery Contract entered between WHO/GDF and a Client under specified dedicated funding indicated in Section A of the Product Request Form and Technical Agreement (DPTA). In case of any inconsistencies, discrepancies or ambiguities, the following order of precedence shall apply: (i) Product Delivery Contract, (ii) the respective underlying agreement, if any, signed between WHO and the Client as indicated in Section A of the DPTA, hereinforth referred to as “Agreement” and (iii) the present General Terms and Conditions. Notwithstanding this regulation on precedence, the Product Delivery Contract is entered on the understanding that it is drawn down from the Agreement and does not deviate, neither in substance nor spirit, in non-negligible ways from the Agreement and these General Terms and Conditions.

2. The TBP, whose Secretariat is hosted and administered by WHO, was established to support WHO and other interested parties in the coordination of tuberculosis control activities worldwide.

**B. Contract**

1. A Client's product delivery request together with WHO/GDF's acceptance, confirmed through counter-signature by WHO/GDF on the Client's completed and signed DPTA, will together constitute a contract between WHO/GDF and the Client, governed by the terms and conditions set out therein ("Product Delivery Contract" or "PDC").

2. PDC amendments, including amendments as to the quantity of supplies or delivery dates, may only be made by subsequent written agreement between WHO/GDF and the Client.

3. For the PDC, while WHO/GDF will aim to have requested delivery date(s) realised through its procurement agent(s), it cannot ensure that delivery will occur on the date(s) requested. The final Estimated Time of Arrival (ETA) will be determined when the procurement agent places the order with the supplier(s). The final ETA will be communicated to the Client. The Client acknowledges that for destinations in low security and/or conflict settings, transit times may be prolonged.

**C. Delivery Coordination**

1. Supplies will be made available at the destination designated in the DPTA.

2. The Client will be responsible for receipt at the port of entry or other designated destination, customs clearance and other import requirements as well as in-country storage, distribution and monitoring of all supplies, unless otherwise provided for in the DPTA. The Client will make arrangements for payment or waiver of any import taxes, toll or other duties, storage fees or insurance levied on supplies from WHO/GDF in a timely fashion, so that supplies are released by customs and supplied for programmatic needs as required. Guidelines on receipt and acceptance of goods are provided in the Appendices to these General Terms and Conditions.

3. The Client acknowledges the importance of promptly completing and returning the Confirmation of Receipt and Customer Feedback forms sent to it by WHO/GDF upon receipt of goods.

4. A representative of the contracted freight forwarder may contact the Client or its nominees when product(s) are ready to be delivered in order to receive authorization for dispatch of the shipment. The authorization is normally to be given within 14 calendar days. Similarly, a representative of the quality control agent(s) and an insurance underwriter involved in the delivery process may contact the Client or its nominees. The Client shall cooperate in timely and forthcoming way. Specifically, for any unreasonable delay in authorizing dispatch of the shipment, the Client shall assume responsibility for respective reduction of the product shelf life or warranty.

5. Delivery changes: While WHO/GDF shall make every effort to implement through its procurement agent(s) and supplier(s) any requests for changes in product delivery details by the Client, WHO/GDF is unable to commit to such changes after placement of order(s) with its procurement agent(s) following entry into effect of the PDC.

**D. Specific Delivery Conditions**

1. Re-sale of products: The Client assures that products supplied through WHO/GDF will not be re-sold to third parties, and will only be used:

a. for treatment and monitoring of TB patients or diagnosis of TB suspects

b. in providing free diagnostic services to patients or suspects

c. in treatment regimens or laboratory diagnosis following World Health Organization guidelines

2. Return of products: WHO/GDF will not accept the return of products procured for the Client.

3. Service of equipment: The Client or its nominee shall handle delivered equipment with care. The Client shall ensure that all delivered equipment will be protected form dust, direct sun light and humidity as specified by the manufacturer. The Client is obliged to ensure a regular ongoing servicing of all delivered equipment. WHO/GDF is entitled to check if delivered equipment has been regularly serviced. The Client will keep records on service intervention and will make them available to WHO or its supply partners on request.

4. Order Management System: The Client shall utilize TBP/Global Drug Facility's electronic Order Management System (OMS) for tracking deliveries and document retrieval / uploading.

**E. Registration**

Where in-country registration of products is required for deliveries made by WHO/GDF for the Client, such products will be expeditiously registered and the Client will facilitate this process, such that items comply with registration requirements and can be supplied for programmatic needs. Specifically, the Client shall execute or shall ensure execution of the following activities:

* The Client is required to provide WHO/GDF with the contact details of the persons at the National TB Programme (NTP) / Ministry of Health responsible for registration in country. This information will be provided to WHO/GDF supplier(s).
* A copy of the Guidelines for Submission to the National Authority, along with an indication of the time required for registration should be provided to WHO/GDF for the supplier(s). Further, it should be indicated whether it is possible to obtain a waiver to registration or if a fast-track mechanism for dossiers exists in country. If so, the terms or conditions under which either of these provisions could be exercised should be provided to WHO/GDF to be shared with supplier(s).
* Supplier(s) will submit dossiers (where possible) in accordance with the Guidelines provided. The National Authority reviews the documents and informs the supplier(s)s if they are sufficient. If requirements are not considered met, the supplier(s) need to be informed of any additional documentation that is required.
* Where necessary, WHO/GDF will reiterate the request to supplier(s) to send additional registration documents.
* Based on information provided by the NTP, WHO/GDF will indicate to supplier(s) whether it is possible to ship and import the products while the registration process is ongoing.

The Client acknowledges that deliveries will not be made unless respective registration requirements are fulfilled.

**F. Further Standard Conditions**

1. Confidentiality: The Parties shall keep confidential any documents, data or other information furnished to each other. The Parties may, however, disclose such information to their subcontractors or partners, as may reasonably be required to execute and report on the delivery services, and provided that the subcontractors or partners shall be bound by similar confidentiality requirements. The Parties may also report on executed transactions in the scope of their periodic reports and publications.

2. Public Relations: The Parties shall coordinate public relations measures, if any, in regard to their cooperation. Without the prior written consent of WHO, the Client shall not use the name or emblem of WHO in relation to any matter, material, documents relating to this Agreement or any product procured under this Agreement.

3. Assignment: The Client shall not assign or make other disposition of the PDC or any part thereof, or any of the Client’s rights, claims or obligations under the PDC, except with prior written consent of WHO/GDF.

4. Liability: WHO/GDF expressly disclaims responsibility for any delays, defaults or other non-performance or infringements resulting from acts or omissions of procurement, freight forwarding, quality control or insurance agents, as well as for any delays or defaults attributable to other conditions beyond its reasonable control, such as but not limited to government restrictions (including the cancellation of any export, import or other necessary permit or license).

Any product warranty or guarantee will be limited to the specific obligations entered by the manufacturer. To that end, WHO/GDF will ensure that its procurement agent shall pass on, to the extent legally possible, to the Client any warranty or guarantee offered or other liability entered by the supplier.

All claims related to any defect in quality or other non- conformity of supplies or for any loss or damage shall be handled directly by the Client with the procurement agent and the original manufacturer***,*** supplier***,*** insurance underwriter or other service provider. WHO/GDF will provide to the Client any assistance that the Client may reasonably request in handling such claims.

In regard to services rendered by WHO/GDF under the PDC, WHO/GDF does not assume liability except where arising from gross negligence or wilful misconduct. WHO/GDF’s total liability, in any event, shall not exceed the delivery value of the products with respect to which a claim is made.

In no event shall WHO/GDF be liable for incidental, indirect, consequential or immaterial losses or damages, or for lost revenues or profits.

WHO/GDF accept no liability for third party claims related to its performance under this Agreement. The Client will indemnify, deal with and hold WHO/GDF harmless in connection with any such claims or other cause of action related to this Agreement.

5. *force majeure*: A Party prevented by *force majeure* from fulfilling its obligations shall not be deemed in breach of such obligations. The said Party shall use all reasonable efforts to mitigate consequences of force majeure. At the same time, the Parties shall consult with each other on modalities of further execution of the PDC. *Force majeure* as used in the PDC is defined as natural disasters, blockage, embargo, boycott, riot, civil commotion, mob violence, sabotage, strikes, lock-outs, epidemics, quarantine, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

6. Privileges and Immunities: Nothing in or relating to the PDC shall be deemed a waiver, express or implied, of any of the privileges and immunities of WHO/GDF pursuant to the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

7. Relationship of Parties: Nothing contained in the PDC shall be construed as establishing a relation of employer and employee or of principal and agent between the Parties.

8. Termination: Either Party may terminate the PDC without cause upon sixty (60) days' written notice to the other and may terminate the PDC for cause upon fourteen (14) days’ written notice to the other. In case of breach of an essential term of the PDC, the PDC may be terminated with immediate effect.

Upon termination or expiry of the PDC, the Parties will take all reasonable and necessary measures to conclude any grant services already commenced in accordance with the PDC. The following provisions of the PDC will survive any termination or expiry of the PDC: clauses 1, 2, 4, 6 and 9.

9. Recourse and dispute settlement:

Any dispute relating to the interpretation or execution of the PDC will, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute will be settled by arbitration. The arbitration will be conducted in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL, <http://www.uncitral.org/uncitral/en/uncitral_texts/arbitration.html>) then in effect, or according to such other modalities as may be agreed upon by the Parties. The arbitral proceedings will take place in Geneva, Switzerland, in English language. The Parties will accept any arbitral award as final. Any matter relating to the interpretation or application of the PDC which is not covered by its terms shall be resolved by reference to the general principles of law as restated in the Unidroit Principles of International Commercial Contracts (see <http://www.unidroit.org/english/principles/contracts/main.htm>).

10. Transparency: The Client warrants that no official of WHO has received or will be offered by the Client any direct or indirect benefit arising from the PDC. The Client agrees that breach of this provision is a breach of an essential term of the PDC.

Appendix to General Terms and Conditions for Product Delivery

**Standard Procedure for Receipt and Acceptance of Goods**

1. Upon receipt of goods, the Client will promptly complete and return the Confirmation of Receipt and Customer Feedback forms sent to it by WHO/GDF.
2. In the case of visible, non-negligible transport damages to the delivered equipment (hereinafter “Goods”), the Procurement Agent requires that the Client will report, on a form provided to the Client, the damage to the insurance and the Procurement Agent immediately. For recognizable damages, the insurance requires that a report be filed immediately. For hidden damages, a report must be filed with the insurance within:
* 14 calendar days for international air freight
* 3 work days for international sea freight
* 7 calendar days for international road transport.

For both visible and recognizable damages, the Client is requested to take as many pictures, with a camera, cell phone or other available device, of the damaged area and forward these to the insurance and the Procurement Agent together with the report.

Further, subject to the Procurement Agent’s General Terms and Conditions:

1. Upon the arrival of the Goods at the consignee’s address, the Client ensures to have the Goods inspected and verified that the Goods are in a satisfactory condition.
2. Inspection and verification of the Goods shall be made as soon as reasonably practicable after receipt, normally within 5 working days. If this period is exceeded it will be incumbent upon the Client to demonstrate that exceptional circumstances prevailed, preventing inspection and verification. This regulation shall, however, be without prejudice to the time periods listed under point 1) to be respected for reporting hidden damages under the insurance terms. These time periods remain applicable for insurance cases. Note in particular that for sea freight, hidden damages must be reported within 2 working days.
3. Inspection and verification shall include commissioning (start-up) and basic functioning of the equipment (systems).
4. Any malfunctioning under point 4) shall be reported to the procurement agent within the time frames indicated in points 4) and 2) above, respectively.