



World Organisation for Animal Health

SFVP_PHV/COS2025/1

SIMPLIFIED CONSULTATION OF SUPPLIERS

A.TENDER PROCEDURE RULES

**CONSULTANCY TO EVALUATE PHARMACOVIGILANCE SYSTEMS AND
SUBSTANDARD AND FALSIFIED VETERINARY MEDICINE REPORTING
SYSTEMS IN SOUTH-EAST ASIA (THAILAND, MALAYSIA, INDONESIA,
PHILIPPINES, VIETNAM AND LAO PDR)**

WORLD ORGANISATION FOR ANIMAL HEALTH (WOAH)

whose statutory name is
“OFFICE INTERNATIONAL DES EPIZOOTIES”

DEADLINE TO SUBMIT OFFERS: 18 APRIL 2025

Contracting authority

World Organisation for Animal Health (WOAH)

whose statutory name is

“Office international des epizooties”

12 Rue de Prony

F-75017 Paris

France



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1. FRAMEWORK OF THE TENDER PROCEDURE

1.1. CONTRACTING AUTHORITY

World Organisation for Animal Health (WOAH) whose statutory name is “Office International des Epizooties”.

12 Rue de Prony

75017 Paris

France

Tél. : 33 – (0)1 44 15 18 88

Website : [Home - WOAH - World Organisation for Animal Health](#)

WOAH is an intergovernmental organisation governed by international public law founded on 25 January 1924. Its mission is to improve animal health worldwide. The standards it draws up for trade in live animals and animal products are recognised by the World Trade Organisation (WTO) as international health rules of reference.

WOAH 's mission is to :

- Ensure transparency of the animal disease situation worldwide;
- Collect, analyse and disseminate scientific veterinary information;
- Provide expertise and stimulate international solidarity to control animal diseases;
- Guarantee the safety of world trade by drawing up health standards for international trade in animals and animal products within the framework of the mandate given to WOAH by the WTO SPS Agreement;
- Promote the legal framework and resources of veterinary services;
- Better guarantee food safety and promote animal welfare using a scientific approach.

As established by the International Treaty of 25 January 1924 creating the Organisation, its headquarters are located in Paris. It has 183 Members and is present on every continent through a total of 13 Representations or Offices. The Organisation employs more than 250 staff, divided between the headquarters (60% of the workforce) and its 13 Representations on 5 continents. WOAH maintains permanent contact with 71 other international organisations and 301 Reference Centres and Laboratories in its 3 official languages, French, English and Spanish, through the staff at its Paris headquarters and its 13 Regional and Sub-Regional Representations on every continent.

WOAH Point of contact

Andres Garcia Campos

Unit/ Department: Department of AMR and Veterinary Products, WOAH HQ

E-mail: a.garcia@woah.org

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WOAH Sub-Regional Representation for South-East Asia

Email: t.priyantha@woah.org

1.2. DEFINITIONS

Awarded Tenderer: the economic operator having, through the simplified consultation of suppliers process, been awarded the contract, prior to its signature.

Contract: the definitive agreement for Services entered into by WOAH and the Supplier, including any annexes attached thereto, as amended, modified and supplemented from time to time.



Supplier: the economic operator having signed the contract with WOAH for the provision of the services detailed in this simplified consultation of suppliers, together with all its subcontractors. This operator will be the sole interlocutor of WOAH.

Services: the services, functions, responsibilities, tasks and deliverables to be carried out by the Supplier, as described in the Contract.

Tenderers: all economic operators responding to this tender procedure.

1.3. CHOICE OF PROCUREMENT PROCEDURE

For simplified consultations of suppliers with an estimated value of less than € 30 000 excluding VAT, WOAH may use a simplified consultation of suppliers.

1.4. PURPOSE

This simplified consultation of suppliers (“tender procedure”) is an invitation for interested service providers to submit a proposal to evaluate pharmacovigilance (PhV) systems and substandard and falsified veterinary medicine reporting systems in South-East Asia (Thailand, Malaysia, Indonesia, Philippines, Vietnam and Lao PDR). It is expected recommendations to make new or existing systems more efficient.

1.5. PROJECT BACKGROUND

In 2021, the European Union started a collaboration with the Asia Pacific Regional Tripartite (FAO, WHO, WOAH) to implement a project to fight Antimicrobial Resistance. The project has 5 objectives as follows.

1. To support the updating and evaluation of the implementation of national One Health AMR action plans, in line with the [Global Action Plan](#), [the OIE AMR Strategy](#) and the [FAO Action Plan](#).
2. To strengthen surveillance and monitoring of AMR across sectors and consumption/use of antimicrobials intended for humans and animals in compliance with international standards.
3. To stimulate the private sector to participate in the control of AMR, with technical assistance on responsible and prudent use of antimicrobials.
4. To strengthen research and innovation on AMR and alternatives to antibiotics while fostering international cooperation in these areas.
5. In light of COVID-19, to contribute to prepare for future pandemics through regional coordination, if the opportunity for such an engagement arises.

Considering the existence of substandard and falsified veterinary medicines in the region and their contribution to giving rise to antimicrobial resistance, the project has identified the requirement of assisting the beneficiary countries to develop pharmacovigilance systems and substandard and falsified veterinary medicine reporting systems (or to improve existing ones) as well as to make the mechanism available for all project countries in connection with Veterinary Authorities that would be alerted of the presence of low quality substandard and falsified veterinary medicinal products in the region.

The work will be undertaken under the supervision of the AMR Veterinary Products Department at WOAH Headquarters in Paris and the WOAH Sub-Regional Representation for South-East Asia (SRR-SEA) based in Bangkok, Thailand.

1.6. PROJECT OBJECTIVES

The Consultancy aims to evaluate pharmacovigilance systems and substandard and falsified veterinary medicine (SFVP) reporting systems in South East Asia (Thailand, Malaysia, Indonesia, Philippines,



Vietnam and Lao PDR) and to provide recommendations to make new or existing systems more efficient whilst ensuring alignment with WOA's strategy.

The consultancy plans to collect information from relevant countries to understand the country status, allowing to plan the country level interventions.

The consultancy will aim the following purposes:

- Assess the legislation on PhV for veterinary (and/or human) in their countries and in which Regulatory authority/Ministry falls under;
- Assess the legislation on SFVP in their countries and in which Regulatory authority/Ministry falls under;
- Assess if PhV system is functional, and whether it covers SFVP;
- Assess components of their PhV systems, including but not limited to components related to SFVP;
- Assess how components of PhV systems are aligned with [VICH Guidelines](#) and WOA's publication '[How to set up a Pharmacovigilance system for veterinary medicinal products](#)';
- Assess whether the existing SFVP reporting system is aligned with WOA's pilot VSAFE project;
- Provide recommendations for setting up PhV systems that encompass veterinary medicines in each national context.

1.7. TRANCHES

The service will include a single firm tranche.

1.7.1. Firm Tranche

It is expected from the service provider:

- Objective 1: Collect information on legislation related to detection, reporting and prevention of SFVP and pharmacovigilance.
- Objective 2: Study veterinary medicine regulatory mechanism, mechanism to detect, report and prevent SFVP, and mechanism of conducting pharmacovigilance.
- Objective 3: Contribute to a country workshop in Malaysia and make recommendations to develop a pharmacovigilance system.

It is expected the following deliverables:

Deliverables 1:

- A comprehensive report to depict the capacity to detect, prevent and eliminate SFVP and present the pharmacovigilance system in place in six selected countries.
 - Should highlight the legal support, organisational structure, operating system, multi-sectoral collaboration, laboratory testing, reporting, sharing of information, human resource capacity.
 - Include figures, data, graphs, tables and illustrations which support the content
 - Be maximum 30 pages long, including country specific sections for each country.
 - Unlimited annexes (Legal enactments, guidelines, awareness materials etc.)
- a PowerPoint presentation of the report
- a 2 page article on the main results of the study that could be used for communication purpose

Deliverables 2:



- Contribute to a workshop in Malaysia to assist the country to develop a pharmacovigilance system.
 - Develop a concept note, identify relevant stakeholders and resource persons, prepare meeting report including recommendations.
 - Assist WOAHA and the country to conduct the workshop: prepare the technical content of the workshop and agenda, identify key stakeholders, facilitate some sessions and develop a workshop report.

All deliverables should be written in English.

1.8. DURATION OF THE CONTRACT-RENEWAL-TIMEFRAMES

1.8.1. Duration and renewal

The Contract is expected to start in June 2025. The deliverable 1 is expected to be performed in 3 months. The deliverable 2 will depend of the achievement of deliverable 1 and availability of dates with Malaysian authorities.

1.8.2. Timeframes

The service will be conducted/delivered according to the provisional timeframe below. The actual schedule will depend on the real date of the contract signing and the time assessment of the chosen Service Provider.

Figure 1: Estimated timeframes

	Project Development Working days	Remarks and timeline
Develop a work plan and calendar	2	Present in word, excel or pdf 03/06/25
Inception meeting with WOAHA	1	Online meeting with WOAHA SRR and HQ of work plan and calendar 04/06/25
Deliverable 1		
Prepare a questionnaire and submit to WOAHA for validation	3	It must be created taking into account (but not only) all elements described in section 1.6 09/06/2025
Conduct country level data collection, based on the work plan (Literature review, interviews, questionnaire)	14	27/06/2025
Draft report and share with WOAHA and countries for comments	5	Report to be provided in word on-line document and submitted on time to



		ensure revision by countries. 04/07/2025
Share the revised draft report with WOAHA after collating all comments	2	Report to be provided in word on-line document 22/07/2025
Submission of final report to WOAHA after collating comments from WOAHA	2	Report to be provided in word on-line document (max 30 pages) Specific result of questionnaires can be included as annexes 07/08/2025
Develop a PowerPoint presentation which presents the analysis report, its conclusions and recommendations	2	Presentation must include overall objectives, country situation and specific recommendations per country (max 2 slides/country) + overall recommendations for harmonised regional pharmacovigilance system 24/07/2025
Finalise the PowerPoint presentation after collating comments from WOAHA	1	As previous point 08/08/2025
Develop an article	2	A 2 page article as per point 1.7.1 28/07/2025
Finalise the article after collating comments from WOAHA	1	11/08/2025
Deliverable 2 Timeline for deliverable 2 will depend of the achievement of deliverable 1 and availability of dates with Malaysian authorities.		
Develop a concept note and agenda for the country workshop in Malaysia and identify the relevant stakeholders and resource persons – share the draft with country and WOAHA	4	Max 5 pages containing concept note (max 2 pages), stakeholder selection (1 page) and agenda (2 pages) in word format. Participation in preparatory calls.
Assist and facilitate the country workshop in Malaysia	2	Moderate the session, ensure inputs from stakeholders (as presentation or



		interventions) are prepared and orchestrated prior to the workshop to ensure smooth delivery of workshop. Expected to attend in-person (WOAH will pay for the mission cost as per WOAHA rules)
Submit the draft workshop report including recommendations for country and WOAHA review.	2	Max 5 pages report in word format and shared online
Submit the final report and present recommendations to the country and WOAHA through a virtual meeting.	2	
Total	45	

1.9. FINANCIAL ESTIMATE

WOAH has decided not to indicate the budget.

Tenderers are invited to submit the most favourable and adapted financial offer; this financial offer will be part of the assessment.

1.10. TYPOLOGY OF PROCUREMENTS AND PRICES

The contract will be concluded on the basis of prices expressed in euros (€).

With fixed price: For the expected services detailed in section 1.7, WOAHA will pay the fixed price provided by the tenderer in its financial offer.

2. GENERAL TENDER RULES

2.1. CONDITION OF PARTICIPATION

Natural and legal persons as well as consortia (either officially established or constituted specifically for this simplified consultation of suppliers) may apply.

No more than one tender may be submitted by a person whether as a natural or legal person or member of a consortium. **If a person submits more than one response, all responses in which they participate will be excluded from the selection process.**

2.1.1. Cocontracting

Tenderer responding with one or more co-contractors (consortium), must indicate in the Declaration of co-contractors (Annex B2) :

- whether it is joint-and-several liability or joint-liability only,
- the member who represents the consortium by providing a power of attorney.
- Each co-contractor shall provide all administrative information and documents requested (Document B-Administrative Information)



- Each co-contractor must be validated by WOAH (see 2.2).

WOAH reserves the right to impose to the selected tenderer applying as part of a consortium with joint liability only to switch its constitution to the joint and several liability between the members of the consortium.

2.1.2. Subcontracting

Subcontracting is not allowed.

2.2. REQUIREMENT TO ACCESS

In participating to this simplified consultation of suppliers, a tenderer represents and warrants by doing so that:

- is not bankrupt or under mandatory liquidation, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, is not the subject of proceedings concerning its business activities, or is not in any similar situation arising from a procedure provided for in national legislation or regulations;
- it or a person having powers of representation, decision-making or control over it or a member of an administrative, a management or a supervisory body has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering, offences linked to terrorist activities, child labour, human trafficking, creating or being a shell company or any other irregular or illegal activity;
- it or persons having powers of representation, decision-making or control over it have not been guilty of professional misconduct, including misrepresentation.
- it is in compliance with all its obligations relating to the payment of social security contributions and of taxes in accordance with the national legislation or regulations of the country in which the Tenderer is established.

Tenderers undertake to provide documentary evidence related to the items mentioned above upon request by WOAH at any point during the tender procedure and/or contracting process. Should a tenderer fail to produce reasonable evidence, **WOAH reserves the right to reject the tenderer's response and, in the event it has already entered into a Contract with the tenderer as a result of the tender process, to terminate such Contract with immediate effect.**

The REFINITIV WORLD-CHEK ONE global compliance screening platform will be consulted. In accordance with WOAH's internal rules, the identification of a tenderer by this platform may lead to its exclusion.

2.3. CONFLICTS OF INTEREST

Under no circumstances is a tenderer to contact any person employed by or representing WOAH regarding the tender procedure other than the person(s) mentioned in this document.

In participating to this simplified consultation of suppliers, a tenderer represents and warrants that:

It does not have any conflict of interest arising from economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest in connection with any Contract that may be entered into between the tenderer and WOAH as a result of the simplified consultation of suppliers;

It will inform, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;

No offer of any type whatsoever from which an advantage can be derived under the Contract has been or will be made;



It has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the Contract;

It has not misrepresenting, either knowingly or negligently, in supplying any of the information requested by WOAHA.

2.4. CONFIDENTIALITY

Unless otherwise authorised in writing by WOAHA, all information, whether disclosed either directly or indirectly, formally or informally, in writing, orally, or by visual inspection, which are part of the tender procedure or provided for its purpose or any amendment thereto, shall not be disclosed, copied, used or modified in any manner and shall only be used for the sole purpose of the tender procedure.

Consequently, tenderers agree to take all the necessary steps to ensure compliance with such confidentiality obligations by its directors, officers and employees who need to know such information for purposes of the tender procedure. In addition, the tenderer undertakes to return to WOAHA, upon first demand, any document transmitted, in line with the Confidentiality Undertaking signed.

All information received in response to this initiative that is marked proprietary will be handled accordingly. Responses will not be returned.

2.5. COSTS OF RESPONSES

Tenderers are responsible for all costs and expenses, including professional fees, incurred in connection with the preparation and submission of responses to, and generally their participation in, the tender procedure.

2.6. NON-BINDING EFFECT

The information included in the tender documents are provided to Tenderers so they may prepare a proposal in response. This tender procedure may lead to the signature of a Contract between WOAHA and a tenderer selected by WOAHA. However, the transmission of the tender documents to tenderers does not imply any legal obligation on the part of WOAHA to entrust the provision of the services to any tenderer. WOAHA has the right to reject any proposal in its sole discretion. WOAHA remains strictly independent of any tenderer, and none of the provisions of the tender documentation may be interpreted as creating a contractual relation of any sort.

WOAHA is under no obligation to accept a given tenderer's proposal and reserves the right not to proceed with, at any time prior to the signature of a Contract.

In this case, WOAHA shall not have any liability whatsoever and tenderers who have not signed a Contract with WOAHA waive their right to claim any compensation or damages.

2.7. WOAHA'S RIGHT

WOAHA reserves itself the right to:

- qualify, accept or reject any or all tenderers as deemed to be the interest of WOAHA,
- accept or reject any exception taken by the tenderers to the terms and conditions of the Specifications,
- cancel or modify the present tendering procedure,
- seek clarification from the tenderers about questions during the evaluation process,



- reject any tenderer who do not answer questions asked by WOAHA during the evaluation process.

2.8. MODIFICATION

WOAH reserves the right to introduce non-substantial modifications to the tender documents. In the event that WOAHA, either following a request from a candidate / tenderer or on its own initiative, introduces a modification of the tender documents, all candidates / tenderers having downloaded the tender documents form, the WOAHA contact point will be notified of such modification. WOAHA may extend the deadline for submission of tenders to all candidates / tenderers to allow them to take into account these changes.

The fact that WOAHA decides not to extend the deadline does not entitle candidate / tenderers to claim any compensation or to any form of complain whatsoever.

Cancellation of the simplified consultation of suppliers

WOAH is not bound to follow up the tender.

WOAH also reserves the right to sign a Contract for only part of the Services. Such decisions would not entitle tenderers to any form of compensation whatsoever.

2.9. APPEAL

Tenderers believing that they have been harmed by an error or irregularity during the award process may lodge a complaint with WOAHA by addressing their request to woah-procurement@woah.org or by letter to WOAHA 12 rue de Prony 75017 Paris.

WOAH will be required to reply within ten working days after receipt of the complaint. If WOAHA fails to address the complaint, the unsuccessful tenderer may request arbitration by the Permanent Court of Arbitration (PCA) at The Hague, governed by the PCA arbitration rules 2012 and the PCA Optional Rules for Arbitration between International Organisations and Private Parties.

3. TENDER PROCESS DETAILS

3.1. PROCEDURE

The table below is an estimated schedule of the procedure. These dates are subject to be changed by WOAHA depending on the length of the procedure.

All bidders will be informed should WOAHA change any of these dates.

Launching of the Simplified consultation of suppliers	April 01, 2025
Deadline to receive bids	April 18, 2025
Supplier selection	May 19, 2025

3.2. TENDER DOSSIER

The tender documents are the following :

- Doc A - Tender procedure rules and its annex:
 - WOAHA contract template (Annex 1)



- Doc B - Administrative Information and its annexes:
 - Declaration of integrity (Annex B1)
 - Declaration of co-contracting (Annex B2)
- Doc C - Financial Offer (to be filled and submitted as financial offer)

3.3. QUESTIONS

During the simplified consultation of suppliers and up until WOAHA starts discussions with one or several tenderers, the latter shall refrain from contacting the personnel of WOAHA.

The Procurement Unit and the prescribing department are the only representatives of the Organisation authorised to answer any questions.

Tenderers may wish to ask with the sole aim of obtaining additional technical, legal or administrative explanations, namely should they observe contradictions or omissions in the Specifications. They should send their questions to WOAHA contact point. Questions may be asked up until April 8 2025 at 05:00 p.m. (Paris Time).

To ensure fairness, any information given to one Candidate shall be immediately passed on to all the others. Likewise, during assessment of the applications and tenders, WOAHA may request additional information from applications and tenders.

3.4. CONTENT OF TENDERS AND ITS SELECTION

Tenders must be submitted in English and exclusively by electronic to the WOAHA contact point.

Bidders shall send three files, as follows:

« First folder– Administrative Information »

« Second folder – Technical tender »

« Third folder – Financial tender »

Tenderers must separate the technical and financial offers.

These three files shall constitute the bid as follows :

- The first folder shall contain all the information and items requested in Administrative information document (Document B) and its annexes duly completed and signed:
 - Declaration of integrity (Annex B1),
 - Declaration of co-contracting (Annex B2) if any,
- The second file must contain the technical offer and any information (according to section 3.4.3), other than that contained in the first and third file, which is part of the bid. No financial data shall be included in this bid. The file must also include
 - WOAHA contract template accepted in full” or present the modifications requested. (Annex A1)
- The third folder must contain the financial tender (Document C) duly completed and signed.

Please make specific reference in the response to any legitimately and appropriately confidential or proprietary material contained in the response. Such information included in the responses to the simplified consultation of suppliers will be kept confidential by WOAHA.



Reminder: responses should be submitted by April 18 2025 **12:00pm (Paris local time)**. Any proposal received past this deadline will be excluded from the simplified consultation of suppliers process.

To facilitate upload and management of your bid, you are invited:

To limit your bid at 70Mo,

Favor the following formats .doc / .rtf / .pdf / .xls / zip. For the technical and financial bid, **scanned documents will not be authorised and will not be analysed.**

Avoid using other formats such as “.exe”

Avoid using certain tools such as “macros”

Check all files for viruses before sending them to the WOAHA contact point

For each document that requires signature, signature shall emanate from a duly authorised person. This person is either the bidder's legal representative or any person enjoying a delegation of powers or of signature emanating from the bidder's legal representative.

3.4.1. Proposal structure

Each tender must contain the following elements. If the tender does not contain all of these documents, WOAHA reserves the right to exclude the tenderer.

3.4.2. Information and Administrative documents

Bidder must complete and sign the following documents:

- Declaration of integrity (Annex B1),
- Declaration of co-contracting (Annex B2) if any,

3.4.3. Technical response

The technical offer should not be longer than 4 pages (+CV in annex). Additional information relevant to the understanding of the response may be presented in annex and will not count against the maximum number of pages. The following structure can be used:

a. Management and implementation

The technical proposal shall clearly describe the understanding of the context and objectives of the work, the methodology and the tools to achieve the objectives. The main constraints and prerequisites (time, availability of parties involved) should be identified.

b. Risk factors

This section should provide a review of major constraints identified at this stage, potential risks to the project and requirements to ensure its successful completion. Prerequisites that you deem important to carry out the project effectively (time, stakeholder availability) should be identified.

c. Team and profiles

CV of the experts/experts describing specific and detailed evidence of the expertise, experience, and competencies required and desired (maximum 3 pages per CV to be put in annex)

3.4.4. Financial response

The financial offer should be provided in Euros, Document C must be completed by each bidder. **Only this appendix will be taken into account for the financial analysis of the bids.**

- Financial offers should be provided in Euros and all applicable taxes and any other charges.
- Prices must be details as follows :



- Price including VAT

The prices indicated by the tenderer in the financial offer will be deemed to be inclusive of all costs, if any, as detailed below:

- the expenses required to provide the services;
- any taxes and other possible charges applied on the services;
- any packaging, storage, wrapping, insurance and transport costs;
- risk and profit margins.

Core Components

- The financial offer should provide the following information:
 - A cost breakdown per day of work;
 - An overall cost.

Order and payment terms

Tenderers should detail:

- Terms of payment and settlement periods.

3.4.5. Evaluation of tenders

WOAH will proceed to an evaluation of the provider according to the criteria described below:

Technical criteria (70%)

- Expertise and experience (50%)
- Demonstrated understanding of the context and methodology proposed (50%)

Financial criteria (30%) will be assessed on the basis of the financial document (Ca) to be completed.

WOAH may ask tenderers to provide clarifications needed to evaluate their tender; tenderers will be requested to reply in writing.

3.5. REGULARISATION OF TENDERS

Any offer containing one or more substantial irregularities cannot be regularised and must therefore be rejected.

WOAH, at its sole discretion:

- may ask tenderers/applicants having submitted an irregular offer (with no substantial irregularities) to regularise their offer within an appropriate period of time. If the tender is not regularised within the deadline, the tender/application will be rejected;
- may decide not to regularise any irregular tenders/applications (with no substantial irregularities); in such case all irregular tenders/applications will be rejected.

In the event of a regularisation decision, WOAH may request any missing document or information, except for substantial ones (such as the Financial and Technical offers). If the tender is not regularised within the deadline, it will be rejected.

Period of Proposal Validity

Tenderers are bound by their proposals for 180 days after the deadline for submission or until they have been notified of non-award. The successful tenderer must maintain its offer until the signature of the contract.



3.6. PERSONAL DATA

WOAH, as a data controller, will process the personal data you provide in the bidder for the purposes of identifying a suitable supplier, to support its work.

The data collected will be processed internally for the aforementioned purposes and for the resulting administrative acts, it shall be kept for the duration of the contract with you and in an intermediate archive for a duration of 10 during the audit period.

You have rights to access and rectify your personal data, as well as to request erasure and obtain data portability under certain circumstances.

To exercise these rights or if you have any questions about the processing of your data, you can contact our data protection officer at dpo@woah.org. For more information check our Privacy Policy: [Privacy Policy - WOAHA - World Organisation for Animal Health](#)".

3.7. PUBLICATION OF INFORMATION ON RECIPIENTS

To comply with disclosure requirements and enhance transparency, WOAHA shall publish on its website the following information about the Contract which shall be concluded with the awarded contractor: (i) the nature of the contract (ii) year of award (iii) name and locality of the Service provider; (iv) the title, purpose of the Service provider; and (v) the amount of this Agreement. WOAHA will not release or publish information that could reasonably be considered confidential or proprietary.

3.8. AWARDED CONTRACT

WOAH will award the contract to the most technically and economically advantageous proposal, based on the above criteria (section 3.4.5.). Tenderers will be informed through electronic correspondence of the results of the selection process.

WOAH will submit to the selected bidder a service agreement.

If WOAHA is unable to finalise a Contract with the Bidder ranked first, WOAHA may proceed for the next ranked Bidder, and so on until a Contract is awarded.

ANNEXES

Annex No. 1 – WOAHA contract template

Annex No. 1 - SERVICES AGREEMENT
SFVP_PHV/COS2025/1

This Services Agreement ("Agreement"), effective as of [INSERT DATE] ("Effective Date"), is by and between :

The World Organisation for Animal Health (WOAH)

whose statutory name is "Office International des Epizooties", an intergovernmental organisation represented by Dr Emmanuelle Soubeyran in her capacity of Director General and having its principal office at 12 rue de Prony, F-75017 Paris, France

Hereinafter referred to as "WOAH".

On one part,

And

[Service provider]

represented by [...] in his capacity of [TITLE] and having its principal office at [address]

Hereinafter referred to as the "Service provider",

on the other part,

WOAH and the Service Provider are collectively referred to as the "Parties" or individually, a "Party".

WHEREAS, WOAH invited service providers to submit a technical and financial proposal to provide support to WOAH in the [XXXX], as further described in a **simplified consultation of suppliers** dated [XXXXXX] (Schedule A);

[WHEREAS, WOAH wishes to [DESCRIBE BRIEFLY THE SERVICE YOU ARE LOOKING FOR] (Schedule A);]

WHEREAS, Service Provider was selected, based on the technical and financial proposal Service Provider submitted to WOAH (a copy of which is attached hereto as Schedule B), to provide support to WOAH in [XXXX] and Service Provider wishes to provide its services to deliver such expertise;

NOW THEREFORE, in consideration of the sums to be paid by WOAH to Service Provider, and the terms and conditions of this Agreement, the Parties hereby agree as follows:

1. Interpretation and Definitions.

Schedule A (together with any Annexes) and Schedule B (together with any Annexes) to this Agreement are hereby incorporated into and deemed part of this Agreement for all purposes. The words “will” and “should” are expressions of command, not merely expressions of future intent or expectation.

If there is any inconsistency between the provisions of the Agreement, and unless otherwise stipulated in the Agreement, a descending order of precedence will be accorded to:

- the clauses of the Agreement;
- Schedule A;
- Schedule B;

so that the provision in the higher ranked document, to the extent of the inconsistency, will prevail. In case any ambiguity or discrepancy or inconsistency still prevails, the Parties will discuss in good faith with the purpose of clarifying them. Terms of Business of Service Provider or WOAHA shall not apply and any uncertainty or contradiction between this Agreement and the Terms of Business of Service Provider or WOAHA shall be resolved in favour of this Agreement.

2. Service Provider’s Obligations.

Commencing on the Effective Date (or such later date as specified by WOAHA), and continuing throughout the Term, Service Provider will be responsible for all of the following:

(a) Service Provider shall be responsible for performing the services, functions, responsibilities, tasks and Deliverables described in this Agreement (the “Services”) with a degree of accuracy, quality, completeness, timeliness and responsiveness not less than generally expected of an appropriately qualified and competent consultant experienced in carrying out equivalent services of a similar size, scope, complexity, value and purpose.

(b) Service Provider shall be responsible for preparing and providing the Deliverables described in Schedule A which is attached hereto, in accordance with the relevant timetable specified in Article 11 unless otherwise mutually agreed upon between the Parties.

(c) Service Provider shall be responsible, at no charge for WOAHA, for procuring and providing the human, material, financial and other resources necessary to perform the Services and otherwise meet its obligations under this Agreement.

(d) Service Provider shall be responsible for regularly keeping WOAHA advised as to the progress in performing the Services and for submitting the Services and Deliverables for acceptance to WOAHA. Service Provider will without undue delay inform WOAHA of any event which interferes or threatens to materially interfere with the successful implementation of the Services.

(e) Service Provider will employ adequate staff with appropriate professional qualifications, language abilities, training and experience [in each case as described Schedule B]. Service Provider will also ensure that, at all times, a sufficient number of such qualified staff, within a project team [whose composition is described in Schedule B], is assigned to perform the Services in order to ensure completion of the Services in accordance with this Agreement. To the extent applicable, while on the premises of WOAHA, Service Provider will conduct itself, and ensure that its staff and experts conduct themselves, in a professional and business-like manner with tact and courtesy, and comply, and ensure that its staff comply, with the policies and guidelines regarding health and safety, data protection and other matters, which apply generally to

WOAH's contractors and which may be communicated to Service Provider from time to time. Service Provider shall be solely responsible for its staff's and agents' compliance with, and their breaches of, the terms of this Agreement.

(f) Service Provider will use its best endeavours to avoid unnecessary turnover of the team members. Should the composition of Service Provider's project team vary, Service Provider shall notify WOAHA at least 30 working days prior to the effective change, provide written explanations for such change, and propose a new team composition. In the event that any key team member, as set out in Schedule B, should be removed from the team, Service Provider will be required to provide at least three available experts with equivalent background training and experience for replacement for WOAHA's consent which shall not be unreasonably withheld.

(g) Service Provider will designate, within its project team, a project leader who will act as the unique contact point for WOAHA and shall have the required qualifications, responsibility over its team members and authority to implement any required resource or action to ensure the delivery of the Services in accordance with the Agreement, throughout the Term.

3. WOAHA's Obligations.

(a) WOAHA will provide Service Provider and its staff assigned to perform the Services with timely access to the information required to perform the Services and will inform Service Provider of any elements that may adversely affect the performance of the Agreement; provided however, that it is understood and acknowledged by Service Provider that it agrees (i) not to rely on such information until it has ensured through assessment procedures that such information is sufficiently accurate and complete for the purpose of performing the Services, and (ii) to use such access solely for the purposes of performing the Services.

(b) WOAHA will designate a project manager who will be responsible for the follow-up of the delivery of the Services under the Agreement. The project manager will be Service Provider's sole contact point within WOAHA and will be in charge of providing Service Provider with all functional and technical information as well as providing support to the administrative management of the Agreement.

4. Representations and Warranties.

Service Provider represents and warrants as follows:

(a) Service Provider holds all licenses, authorisations or approvals which may be required for the performance of the Services, and such licenses, authorisations or approvals (if required) shall be in full force and effect during the Term.

(b) All information, in any medium or format, including the technical and financial proposal attached hereto, provided by Service Provider, is true and correct, and contains no material errors or omissions.

(c) Service Provider will comply with all obligations that apply to it as a provider of services under applicable laws, directives, decrees, regulations or rules.

(d) The Service Provider undertakes to comply with the provisions referred into the Declaration of integrity (Schedule B).

(e) The Services will fully conform to the requirements set forth in Schedule A.

(f) The Services shall be performed with high professional standards, in conformity with the highest ethical principles and standards of conduct.

(g) This Agreement has been duly executed and delivered by Service Provider and constitutes the legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No consent, approval or authorisation of, or registration with, any person or entity is required in connection with the execution and delivery of this Agreement, or the performance of the Services contemplated hereby.

5. Compensation.

In consideration for the obligations undertaken by Service Provider and the Services performed by Service Provider in accordance with the Agreement, and subject to the terms and conditions of this Agreement, WOAAH agrees to pay Service Provider a maximum amount of EUR [NUMBER] [(words)]. The total amounts payable to Service Provider shall not exceed those amounts and payment shall be made to Service Provider's designated bank account. Service Provider shall not be reimbursed for any additional expenses it may incur in performing the Services.

(a) Payments to Service Provider shall be made as follows:

(i) a first tranche payment of EUR [NUMBER] [(words)] shall be made upon written validation by WOAAH of the [insert deliverable, such as report or other tangible work product], (tranche A);

(ii) a second tranche payment of EUR [NUMBER] [(words)] shall be made upon written validation by WOAAH of the [insert deliverable, such as report or other tangible work product] (tranche B);

(iii) a third tranche payment of EUR [NUMBER] [(words)] shall be made shall be made upon written validation by WOAAH of the [insert deliverable, such as report or other tangible work product] (tranche C);

(iv) a final tranche payment of EUR [NUMBER] [(words)] shall be made upon written validation by WOAAH of the [insert deliverable, such as report or other tangible work product] (tranche D).

(b) Each tranche payment throughout the Term will be subject to:

(i) the receipt of an invoice to allow payment by WOAAH according to the above-schedule, and

(ii) the completion of Deliverables in accordance with the Agreement.

1. Invoices shall be worded as follows:

World Organisation for Animal Health (WOAH)
12 rue de Prony, F-75017 Paris, France

2. Invoices shall be sent by e-mail to accountspayable@woah.org and e-mail of the team in charge.

WOAH shall notify Service Provider in writing of any dispute with any invoice (along with a reasonably detailed description of the dispute) within fifteen (15) working days from receipt of such invoice. The Parties shall seek to resolve any such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, the Parties shall continue performing their obligations under the Agreement during any such dispute, and WOAAH will pay all due and undisputed invoice

amounts (or when only part of the invoice is disputed, all due and undisputed part of the invoice amounts) according to the above schedule and within 45 days of receipt.

6. Modification of the Agreement during its performance.

Provided that the overall nature of the Agreement is not altered, the Agreement may be modified in the following limited cases:

- additional works, supplies or services have become necessary and were not included in this initial Agreement, provided that a change of service provider is impossible for economic or technical reasons relating in particular to requirements for interchangeability or interoperability with the existing equipment, services or installations purchased under the Agreement. In this case, the cumulative value of the additional work, supplies or services may not exceed 50% of the initial value of the Agreement;
- the modification is deemed necessary due to unforeseen circumstances which a seasoned and diligent purchaser could not have foreseen. In this case, the cumulative value of the additional works, supplies or services may not exceed 50% of the initial value of the Agreement;
- when the value corresponding to the modification does not exceed 20% of the initial value of the Agreement. In this case, when several successive amendments are made, WOAHA takes into account their cumulative amount.

Any modification made to the Agreement must take the form of a written amendment as set out in Article 20 (d).

7. Performance of the Agreement by a third party at the Service Provider's expense and risk.

In the event that the Service Provider is unable to perform the expected Services, WOAHA may decide at its discretion to have the Services performed by a third party, instead of the Service Provider, who will be notified of such decision. In such event, performance of this Agreement will be at the Service Provider's sole expense and risk. The resulting increase in expenses will be borne by the Service Provider and the decrease in expenditure will not benefit it.

WOAHA will communicate the draft replacement contract to the Service Provider so that it can be informed of the financial consequences that would result from such a new contract. WOAHA will inform the Service Provider whether it is authorised to perform the remaining Services or whether the present Agreement is terminated for fault, as set out in Article 10.

8. Duration of the Agreement.

This Agreement shall commence on the Effective Date and shall continue until completion of the Services (the "Term").

9. Termination by right.

Termination by right will take place when either WOA or the Service Provider finds it absolutely impossible to continue executing the Agreement, in one of the following situations:

(i) in the event of a Force Majeure event (as defined in Article 18 *Indemnification*) affecting the other Party's performance under the Agreement for more than thirty (30) consecutive calendar days. In such event, the Party whose performance is not affected shall have the right to terminate this Agreement with immediate effect;

(ii) the disappearance of the Service Provider or of WOA. By way of example, the case where WOA/the Service Provider is declared bankrupt or makes a general assignment for the benefit of its creditors, or if it takes advantage of its insolvency, reorganisation or any other debt relief measure, or if a receiver or trustee is appointed for the benefit of its creditors by a court decision for all or part of its business.

Termination can also take place by mutual written agreement of the Parties.

10. Early termination of the Agreement.

The Parties may also terminate this Agreement in the following events:

(a) WOA may terminate this Agreement with immediate effect:

(i) if Service Provider does not remedy a failure in the performance of the obligations under this Agreement, within thirty (30) calendar days after being notified.

(ii) if WOA decides that the Service Provider is in default, as described in Article 7.;

(iii) if Service Provider sells, leases or exchanges a material portion of its assets, or merges or consolidates with or into another party, or a change in control of Service Provider occurs;

(iv) if, during the Term, the situation of the Service Provider no longer allows it to comply with the Declaration of integrity (Schedule B);

(v) if the funding associated with the Services is terminated or reduced.

(b) WOA may unilaterally terminate the Agreement for convenience (i.e. for any reason or for no reason) and with effect from any date. WOA will give the Service Provider notice of termination at least thirty (30) days prior to the date of termination specified in such notice.

(c) Service Provider may terminate this Agreement with immediate effect if WOA does not remedy a failure in the performance of the obligations under the Agreement, within thirty (30) calendar days after being notified in writing.

In all events of termination either by WOA or by the Service Provider, WOA will pay the portion of the compensation associated with the Services satisfactorily performed prior to the effective date of termination, reimburse Service Provider for all of Service Provider's direct and reasonable out-of-pocket costs and expenses incurred by Service Provider prior to receipt of the

termination notice that arise from or relate to this Agreement (as demonstrated by documentary evidence submitted by Service Provider) .

11. Deliverable Warranty.

The Deliverables shall be prepared and delivered to WOAHA according to the terms, conditions and timetable defined in the Agreement.

Service Provider agrees and acknowledges that in light of the strategic nature of the project, time is of the essence and the Deliverables must therefore imperatively be delivered within the deadlines set out in this Agreement, subject to any changes to the timelines that WOAHA indicates to the Service Provider and any delays not attributable to the Service Provider.

Deliverables will be deemed accepted by WOAHA following written notice of their validation or if, within 30 working days of delivery, WOAHA has not provided Service Provider with a written notice specifically identifying any non-conformity of such Deliverable with the Agreement.

Deliverable	Deadline
XXX	
	XXX
	XXX
	XXX
	XXX
	XXX

12. Commitments and penalties.

If the Services do not commence at the Effective Date specified in the Agreement or the relevant amendment, provided the delay was not exclusively caused by WOAHA, WOAHA will have the right to either renegotiate the terms of the Agreement or the relevant amendment or terminate it with immediate effect.

If the Services are not provided within the period specified under the Agreement or the relevant amendment, provided the delay was not caused by a Force Majeure event (as defined in Article 18 *Indemnification*) nor exclusively by WOAHA, WOAHA shall be entitled to ask Service Provider penalties for delay amounting to 0.5% (half a percent) for each working day of delay after five consecutive working days of delay, capped at a global amount of thirty percent (30%) of the overall amount payable under the Agreement (including its amendments).

If the Services are provided in a timely manner but are nevertheless partially completed or do not comply with the standards or requirements set out in the Agreement or the relevant amendment and provided this was not caused by WOAHA, WOAHA shall have the right to ask for compensation of any loss and expenses that may be suffered as a result, or to request that Service Provider complete and/or correct the Services in an expedited manner to ensure compliance with the Agreement.

13. Confidentiality.

“Confidential Information” shall mean any information (regardless of form), disclosed by WOA to Service Provider or its staff, and vice-versa, either directly or indirectly, or by inspection of data, documents, notes, summaries, reports, studies, findings and all information otherwise obtained, regardless of whether such confidential information is identified “confidential” or not.

The term “Confidential Information” shall not include information which:

- (a) was publicly known and made generally available in the public domain prior to the time of disclosure by WOA or Service Provider;
- (b) becomes publicly known and made generally available after disclosure by WOA or Service Provider and vice-versa;
- (c) was already known by or in the possession of Service Provider or WOA at the time of disclosure by WOA or Service Provider as shown by Service Provider's or WOA's files and records respectively, immediately prior to the time of disclosure;
- (d) was obtained by Service Provider or WOA from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.

During and after the Term, each Party agrees to, and to cause its staff and subcontractors to, safeguard and not to use any Confidential Information acquired in the course of the Services for any other purposes than those of performing, and/or in connection with, the Services. The receiving party will be liable, within the liability limitations of this Agreement, for any losses incurred by the disclosing party resulting from a disclosure of Confidential Information by the receiving party in violation of this Agreement. If the receiving party is required by law to make any disclosure that is prohibited or otherwise constrained by this Section, to the extent permitted by applicable laws, the receiving party will provide the disclosing party with prompt written notice of such requirement so that the disclosing party may seek a protective order or other appropriate relief protecting the Confidential Information from public disclosure. Subject to the foregoing sentence, the receiving party may furnish that portion (and only that portion) of the Confidential Information that the receiving party is legally compelled or is otherwise legally required to, and shall obtain assurance that confidential treatment will be accorded to such information.

14. Return of Confidential Information.

Upon termination or expiration of the Agreement, Service Provider will promptly (a) return all documents and tangible materials (and any copies) containing Confidential Information and (b) erase all of Confidential Information from its and its subcontractors' computer systems.

15. Publication of Beneficiaries.

Service Provider shall not oppose any publication by WOA of any information required to subscribe to WOA's disclosure requirement, notably in order to comply with WOA's disclosure requirements and to enhance transparency. These may include, *inter alia*, for WOA to publish on its website the following information about the Agreement which shall be concluded with the awarded contractor:

- a) the nature of the Agreement;
- b) year of award;
- c) name and locality of the Service Provider;
- d) the title of the Agreement and purpose of the Services provided; and

- e) the amount of this Agreement (including amendments).

WOAH will not release or publish information that could reasonably be considered confidential or proprietary.

16. Proprietary Rights.

The Service Provider represents and warrants that it holds all the rights and authorisations, notably all rights and titles of intellectual property, over all the activities carried out and Deliverables provided under the Agreement, especially as concerns studies, analyses, methodologies, design and execution documents, source and object codes, etc. as well as over any item giving rise to intellectual property rights.

The Parties agree and acknowledge that each Party solely owns any intellectual property, including but not limited to its brands, trademarks, logos, know-how, patents and softwares, on whatever medium, held by such Party prior to the Effective Date.

The Service Provider assigns to WOAHA all right, title and interest in and to the intellectual property of all deliverables, in whatever medium, including draft and final work products, upon their delivery to WOAHA as part of the Services (“Deliverables”). All Deliverables are “works made for hire” exclusively for WOAHA and shall therefore be exclusively owned by WOAHA.

The exploitation rights assigned to WOAHA shall include:

- (a) the right to reproduce or have all or part of the Deliverables reproduced, by any means or process, on any kind of medium and materials whether current or future, known or unknown;
- (b) the right to represent or have the Deliverables represented by any means of dissemination and communication, including electronic communication, whether current or future, known or unknown;
- (c) the right to adapt, modify, transform, make changes to all or part of the Deliverables, to integrate all or part of them to or in any current or future work, on any paper, magnetic or optic medium;
- (d) the right to translate or have the Deliverables translated, totally or partially, in any language, including any informatic programming language;
- (e) the right to distribute and disseminate all or part of the Deliverables by any means;
- (f) the right to make any use of and exploit all or part of the Deliverables, for its own activity purposes or for a third party; and
- (g) the right to transfer all or part of transferred rights, including to grant to any third party any contract for the reproduction, distribution, dissemination, manufacturing, exploitation, in any form, on any medium and by any means whatsoever, whether against payment or free of charge.

Such intellectual property rights assignment is granted worldwide, for any field and for the entire legal period of protection of intellectual property rights. The Parties acknowledge that the price agreed upon for the Deliverables includes a lump-sum amount corresponding to the assignment of the aforementioned rights from Service Provider to WOAAH.

The Service Provider warrants that it owns full rights pertaining to the Deliverables, including intellectual property rights. It warrants that the Deliverables and the assignment of rights do not infringe the rights of any third parties or could otherwise result in unfair competition.

In the event of any claim alleging that any of the Deliverables supplied infringe upon any intellectual property rights of a third party or would otherwise result in unfair competition, Service Provider agrees to defend, indemnify and hold harmless WOAAH against, and shall compensate and reimburse, all liabilities, demands, damages, claims, suits, costs, expenses. Service Provider shall arrange, at its own expense, for the replacement of the alleged infringing Deliverable(s).

17. Data Protection Policy.

To the extent the Service Provider is required as part of the Services to process WOAAH's data, which includes personal data, each Party undertakes to comply with the regulations applicable to it relating to the protection of personal data and, in the case of the Service Provider, including those arising from General Data Protection Regulation 2016/679 ("GDPR"). The Service Provider warrants that, should personal data be processed on behalf of WOAAH, it provides sufficient guarantees as to the implementation of appropriate technical and organizational measures, so that the processing operations fully complies with the requirements of the GDPR.

WOAH, as an intergovernmental organisation, is not subject to the GDPR. This being said, WOAAH undertakes to comply with its privacy policy available on its website : [Privacy Policy - WOAAH - World Organisation for Animal Health](#)

18. Indemnification.

Service Provider shall defend, protect, indemnify and hold harmless WOAAH from and against all liability, claims, damages and costs (collectively, "Losses") that WOAAH may incur as a result of the negligence, recklessness, willful misconduct or breach of any term, representation or warranty contained in this Agreement by Service Provider or its staff.

WOAH agrees that Service Provider may not be held liable for any Losses caused by a breach of the Agreement or fault by WOAAH.

Notwithstanding the foregoing, no Party shall be liable to the other should its ability to perform one or several of its contractual obligations be substantially prevented by an event of Force Majeure (defined as any act of God, strike, epidemic, fire, law, regulation, or by the reason of any other matter beyond such Party's reasonable control).

The non-performing Party shall notify the other Party of such Force Majeure event within five (5) working days after such occurrence by giving written notice to the other Party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect.

The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing Party shall use commercially reasonable efforts to remedy its inability to perform.

19. Insurance.

Service Provider shall procure, at its own expense and maintain in full force and effect during the term of the Agreement, insurance coverage with a reputable insurance company, and in amounts that are reasonable to support the enforcement of the indemnification obligations under the Agreement. WOAHS shall have the right to request Service Provider proof of insurance coverage that fulfills the foregoing requirements.

20. Miscellaneous Provisions.

(a) Relationship of Parties. Service Provider and its staff will perform all of their obligations under this Agreement as independent contractors. Nothing in this Agreement shall be deemed to create or constitute an employer-employee, partnership, or joint venture relationship among the Parties. Neither Party will have the right, power or authority to bind the other.

(b) Communications. Any notice, request or other formal communication to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered by registered or first class mail to the recipient at the respective addresses listed on the first page of this Agreement.

(c) Entire Agreement. This Agreement constitutes the full understanding of the Parties and a complete and exclusive statement of the terms and conditions of the agreement relating to the subject matter hereof.

(d) Amendments. No alteration, modification, amendment or change in this Agreement shall be effective or binding on any Party unless the same is in writing and is executed by the Parties.

(e) Assignment. Neither Party shall assign, convey, transfer or otherwise dispose of all or any portion of its rights and obligations under, this Agreement without the prior written consent of the other party.

(f) Subcontracting. Neither Party shall subcontract any portion of the Services without the prior written consent of the other Party.

(g) If any provision in this Agreement is held to be illegal, invalid or unenforceable in whole or in part, the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

21. Dispute Resolution and Applicable Law.

The Agreement shall be solely governed by its provisions, and, should it be necessary, by general principles of law, to the exclusion of any single national system of law.

Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of the Agreement, including the existence, validity or termination thereof, will first be dealt with through amicable consultations between the Parties. In the event that such attempt at amicable consultations is not successful within thirty (30) working days after the date of a notice stating a dispute, controversy or claim, the Parties shall have the right to resolve such dispute

through final and binding arbitration in accordance with the Permanent Court of Arbitration (PCA) Arbitration Rules applicable between international organisations and private parties as in effect on the date of the Agreement. The number of arbitrators shall be one. Unless the Parties otherwise agree, the language to be used in the arbitral proceedings shall be English. The appointment authority shall be the Secretary General of the PCA. The arbitral tribunal shall have no authority to award punitive damages.

22. Privileges and Immunities.

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of WOAAH or its staff.

23. Survival.

The provisions of Articles 13 (*Confidentiality*), 14 (*Return of Confidential Information*), 15 (*Publication of beneficiaries*), 16 (*Proprietary Rights*), 17 (*Data Protection*), 18 (*Indemnification*), 21 (*Dispute Resolution and Applicable Law*) and 22 (*Privileges and Immunities*) shall survive the termination of this Agreement.

24. Facsimile/Electronic Signature.

This Agreement may be executed and delivered by facsimile/email and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other Party. The failure to deliver the original signature copy and/or the non-receipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement. This Agreement may also be executed by electronic signature.

This Agreement is executed and delivered by Service Provider and WOAAH, and effective as of the Effective Date.

WORLD ORGANISATION FOR ANIMAL HEALTH

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

(Service Provider)

Date: _____

Date: _____

Signature:

Signature:

Name: Dr. Emmanuelle Soubeyran /
(name of the delegatee)
Title: Director General / [position of
the delegatee]
“by delegation of the Director
General Dr Emmanuelle
Soubeyran”

Name:
Title:

SCHEDULE A
CONSULTATION OF SUPPLIERS SIMPLIFIED [REF]

SCHEDULE B
TECHNICAL, FINANCIAL PROPOSAL AND DECLARATION OF INTEGRITY