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CONTRACT NO. 3000148105

between the

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

(UNIDO)

and

**INSTITUTO NACIONAL DE TECNOLOGÍA INDUSTRIAL (INTI) CENTROS DE
INVESTIGACIÓN**

for the

**PROVISION OF SERVICES FOR THE PREPARATION OF A VERIFICATION REPORT
ON HCFC PRODUCTION AND HFC DESTRUCTION IN MEXICO for HCFC PHASE-
OUT MANAGEMENT PLAN FOR MEXICO HFC-23 BY-PRODUCT CONTROL FOR
MEXICO**

UNIDO Project No.: 190178

This Contract comprises five pages of text and three Annexes (Annex A through C).

UNIDO
COR/PRO

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CONTRACT

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MEXICO**

THIS CONTRACT is entered into between the UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION, a Specialized Agency of the United Nations, having its headquarters located at Wagramer Strasse 5, A-1220 Vienna, Austria (hereinafter referred to as "UNIDO"), and Instituto Nacional de Tecnología Industrial (INTI) Centros de Investigación, having its principal office located at Avenida Leandro Niceforo Alem 1067, Cdad. Autónoma de Buenos Aires, Argentina (hereinafter referred to as the "Contractor"). The Contractor shall execute the services through the Basel Convention Regional Centre for South America in Argentina (CRBAS Argentina – BCRC (in English language). UNIDO and the Contractor are collectively referred to herein as the "Parties" and each individually as a "Party".

WHEREAS, UNIDO, in response to a request from the Government of the United Mexican States (hereinafter referred to as the "Government"), has agreed to provide assistance to the Government in carrying out the project entitled "Provision of services for the preparation of a verification report on HCFC production and HFC destruction in Mexico for HCFC phase-out management plan for Mexico HFC-23 by-product control for Mexico" in the United Mexican States (hereinafter referred to as the "Project Area");

WHEREAS, in this connection, UNIDO, acting in agreement with the Government, desires to engage a contractor to provide the services and perform the work hereinafter set forth;

WHEREAS, UNIDO intends to procure yearly verification reports for the project "Control and phase-out of HFC-23 emissions in production of HCFC-22 at Quimobasicos (fourth tranche);

WHEREAS, the Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing, and able to provide such services (as defined below) and perform such work in accordance with the terms and conditions set forth in this Contract;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

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ARTICLE 1

SCOPE OF THE CONTRACT

In accordance with the terms and conditions stated herein and in the Annexes hereto, the Contractor shall provide all the services (hereinafter referred to as the "Services") as described in detail in the terms of reference dated August 2025 (hereinafter referred to as the "Terms of Reference") and the Contractor's proposal dated 08 October 2025 as subsequently clarified by the contractor's e-mails dated between 08 October 2025 and 31 October 2025 which the Contractor submitted to UNIDO in response to UNIDO's Request for Proposal No. 7000007945 dated 05 September 2025 (hereinafter collectively referred to as the "Proposal"). The Contractor's said Proposal although not attached hereto, is made a part hereof by way of reference.

ARTICLE 2

CONTRACT DOCUMENTS

This document, together with the Annexes attached hereto and referred to below, all of which are incorporated herein and made part hereof, constitute the entire contract between UNIDO and the Contractor for the provision of the Services (hereinafter referred to as the "Contract"). The Contract supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties with regard to the subject matter. The documents comprising the Contract are complementary to one another, but in case of ambiguities, discrepancies or inconsistencies between or among them, the following order of priority for purposes of application and interpretations shall apply:

- i. This document;
- ii. Special Conditions of Contract (hereinafter referred to as "SCC") (Annex A, not applicable);
- iii. General Conditions of Contract (hereinafter referred to as "GCC") (Annex B);
- iv. Terms of Reference (Annex C);
- v. Proposal

ARTICLE 3

ENTRY INTO FORCE AND DURATION

The Contract shall enter into force upon the date of the last signature by the duly authorized representatives of the Parties, and shall remain in force until maximum March 2031, subject to the satisfactory fulfillment of all contractual terms and conditions unless terminated earlier pursuant to the terms of the Contractor as well as fund availability.

ARTICLE 4

DELIVERABLES

The Contractor shall submit to UNIDO in English in one electronic copy in pdf format the following deliverables:

For 2026:

- i. **1st Deliverable:** Work plan covering the two stages of the verification as specified in the Terms of Reference, to be submitted no later than two (2) weeks from the date of countersignature of the contract.

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- ii. **2nd Deliverable:** Progress report covering the main findings of the first verification stage as specified in the Terms of Reference, to be submitted not later than 15 January 2026.
- iii. **3rd Deliverable:** Verification Report including the second stage main findings as specified in the Terms of Reference, to be submitted not later than 10 March 2026.
- iv. **4th Deliverable:** Final Verification report including documentation the amounts of HCFC-22 produced, the amounts of HFC-23 by-product generated, and the amounts of HFC-23 that were destroyed, stored, sold, and/or vented, as specified in the Terms of Reference, to be submitted not later than 31 March 2026.

For the period 2027 up to 2031 approximately the same timeline within the respective year shall be applicable (exact timeline to be coordinated between UNIDO Project Manager/project team and the Contractor).

ARTICLE 5

PERSONNEL

For the performance of its obligations under the Contract, the Contractor shall make available sufficient number of competent personnel, in line with the Contractor’s Proposal. It is expected that the Contractor hires a national expert to be in charge of the activities included in the Terms of Reference (Annex C). The expert should have experience in policy matters and customs procedures.

The Contractor shall provide sufficient Key Personnel to allow satisfactory implementation of the activities and, if need arises, the Contractor shall be responsible for assigning one or several expert’s to carry out the activities of the Terms of Reference (Annex C).

ARTICLE 6

CONTRACT PRICE

UNIDO shall pay the Contractor for the full and proper performance of its obligations under the Contract the annual sum of up to United States Dollars fifteen thousand four hundred seventy-five (USD 15,475.00) (+ yearly price adjustment, as and if applicable as of November 2027 (hereinafter referred to as the “Contract Price”).

Progress payments on account of the Contract Price shall be made in the currency and in the pro-rated amounts, against receipt and acceptance of the Contractor’s invoices, as follows:

USD

- i. upon UNIDO’s receipt of the **Work Plan of the respective year** referred to in Article 4(i) the sum of up to3,095.00
- ii. upon UNIDO’s receipt and approval of the **Progress Report of the respective year** referred to in Article 4 (ii) the sum of up to.....6,190.00
- iii. upon UNIDO’s receipt and approval of the **Verification Report of the respective year** referred to in Article 4(iii) the sum of up to3,095.00
- iv. upon UNIDO’s receipt and approval of the **Final Verification Report of the respective year** referred to in Article 4(iv) the sum of up to.....3,095.00

YEARLY Total up to15,475.00
 (+ yearly price adjustment, as and if applicable as of November 2027)

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No payment shall be released until receipt by UNIDO, along with the countersigned Contract, of the Bank Information Form, which shall be completed, signed and stamped by the Contractor.

Contract Price may be adjusted, if and when applicable, once a year (or as agreed upon between the Parties) to cover increase/decrease in labour costs, product costs or other direct costs if in conformity with the annual price adjustment published by the respective body of the country or similar. Such adjustment, if any, shall not be made before 01 November 2027. Furthermore, a request for price adjustment must be documented by the Contractor and approved by UNIDO accordingly. The basis for the calculation of the index adjustment is the month of the Contract issuance.

ARTICLE 7 COMMUNICATIONS

Official communications in relation to the Contract shall be in English and shall be made to the following contact persons:

UNIDO:

For contractual matters:

Ms. Claudia Ziniel

Procurement Officer

Tel.: +43 1 26026 Ext. 5159

Email: c.ziniel@unido.org with copy to

j.gavranic@unido.org; e.dorner@unido.org; m.hemetsberger@unido.org; r.knittel@unido.org;

r.lutic@unido.org

For technical matters:

Ms. Valeria Arroyave Cardozo

Industrial Development Officer and Project Manager

Tel.: +43 1 26026 Ext. 3670

Email: v.arroyavecardozo@unido.org cc m.gonzaleznolazco@unido.org;

v.ocampomorán@unido.org

Contractor:

Mr. Dr. Miguel Ángel Romero

President of the National Institute of Industrial Technology (INTI)

Email: arromero@inti.gob.ar


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IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

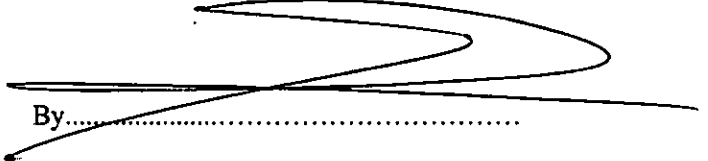
For and on behalf of
**UNITED NATIONS INDUSTRIAL
DEVELOPMENT ORGANIZATION**

For and on behalf of
**INSTITUTO NACIONAL DE
TECNOLOGÍA INDUSTRIAL (INTI)
CENTROS DE INVESTIGACIÓN**

DocuSigned by:


By.....
9C5CD1D50FEA486...

Claudia Ziniel
Procurement Officer,
Procurement Services
Directorate of Corporate Services
and Operations
Wagramer Strasse 5
A-1220 Vienna
Austria



By.....
Dr. Miguel Ángel Romero
President of the National Institute of Industrial
Technology (INTI)
Avenida Leandro Niceforo Alem 1067, Cdad.
Autónoma de Buenos Aires, Argentina

Date.....
15 December 2025 | 13:24:00 CET

Date.....
06 FEBRUARY 2026

The Parties expressly declare that the signatures used by their authorized representatives are valid and capable of guaranteeing the authenticity, integrity, and non-repudiation of the content of the Contract. Consequently, the Parties agree that this Contract and any document associated can be signed using standard electronic signatures, i.e. the tool such as DocuSign.

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GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES

In these General Conditions of Contract for the provision of Services (hereinafter referred to as "GCC"), the United Nations Industrial Development Organization (UNIDO) and the Contractor shall each be referred to as a "Party" and collectively as "Parties". Words and abbreviations that are not specifically defined or explained, but which have commonly known technical, financial or legal meanings, shall be used herein in accordance with such recognized meanings.

If the context so requires it, singular means plural and vice versa.

Reference to any gender includes any other gender.

1. LEGAL STATUS OF THE PARTIES

- 1.1 Pursuant, *inter alia*, to the Constitution of UNIDO and the Conventions on the Privileges and Immunities of the United Nations and the Specialized Agencies, UNIDO has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its mandate.
- 1.2 The Contractor shall have the legal status of an independent contractor vis-à-vis UNIDO, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or sub-contractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
- 1.3 The Contractor shall immediately report any change in its legal status to UNIDO.

2. RESPONSIBILITIES OF THE CONTRACTOR

- 2.1 The Contractor shall carefully study the Contract and its Annexes. Where the Contractor observes errors, inconsistencies, omissions or ambiguities, they shall be immediately referred in writing to UNIDO for UNIDO's written interpretation or correction. If the Contractor fails to so notify UNIDO, the Contractor shall be deemed to have waived any claim relating to said error, inconsistency, omission or ambiguity and shall bear an appropriate amount attributable to the costs of any correction.
- 2.2 The Contractor shall exercise all reasonable skills, care and diligence in the performance of the Services under the Contract and shall carry out all its responsibilities in accordance with the highest recognized professional standards, and perform the Services in the most expeditious and economical manner consistent with the requirements set forth in the Contract and with the best interest of UNIDO.
- 2.3 The Contractor shall be fully responsible, in particular, for the acts or omissions of its officials, employees, agents, sub-contractors, other representatives or similar assigned by the Contractor, directly or indirectly, to perform the Services or any part thereof under the Contract (collectively, the Contractor's "Personnel" or "Team").
- 2.4 The Contractor shall provide all the facilities and services required by the Contractor's Personnel for the execution of the Contract. Expenses of every kind incurred in connection with such execution shall be solely for the account of the Contractor. Such expenses shall include, but shall not be limited to, the cost of wages, housing, food, travel, medical attention and insurance.
- 2.5 If the Contractor considers any services demanded by the UNIDO representative(s) or other designated officials to be outside the requirements of the Contract, or considers any ruling to be



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unfair, the Contractor shall immediately upon such services being demanded or such ruling being made, request the Chief, Procurement Services Division, UNIDO, Vienna, for written instructions or decisions.

- 2.6 Where applicable, the Contractor shall nominate a Team leader who shall be responsible for ensuring that the Services are performed in accordance with the terms of the Contract as well as for supervising, directing and coordinating the performance of the duties of the Contractor's Personnel, including briefing, debriefing and/or other meetings. The Contractor's Team leader shall maintain a close and continuing working relationship with UNIDO representatives, including those in the Project Area, and their designated representatives, and shall cooperate with them in the provision of the Services hereunder and keep them continuously informed of the plans and progress of the Services and difficulties encountered. UNIDO representatives shall have the right to observe at any time the progress of the Services and to consult the Contractor's Team leader and any Personnel concerning any aspect of the provision of the Services under the Contract.
- 2.7 If applicable, the UNIDO representative(s) in the Project Area shall act as a liaison officer between the Contractor's Personnel and officials of the Government in all matters relating to the Contract.

3. RESPONSIBILITY FOR PERSONNEL

- 3.1 The Contractor shall be responsible for the professional and technical competence of the Personnel and shall select reliable and competent individuals who shall be able to effectively perform the obligations under the Contract and who, while doing so, shall respect the local laws and customs and conform to a high standard of moral and ethical conduct.
- 3.2 In addition to the Key Personnel (individual professional(s) whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract), if and where deemed necessary, the Contractor may assign other staff required for the satisfactory completion of the Services under the Contract.
- 3.3 The Contractor's Key Personnel is considered essential for the provision of the Services. The Contractor shall not replace any Key Personnel without UNIDO's prior consent, which shall not be unreasonably withheld. Prior to replacing any Key Personnel, the Contractor shall notify UNIDO reasonably in advance and shall submit detailed justifications together with the *curriculum vitae* of the proposed substitute(s) to permit the evaluation by UNIDO of the impact of such replacement on the provision of the Services. The qualifications of any Key Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any Key Personnel originally proposed by the Contractor.
- 3.4 At the option of and at the sole discretion of UNIDO:
- 3.4.1 the qualifications of Key Personnel proposed by the Contractor (e.g. a *curriculum vitae*) may be reviewed by UNIDO prior to such Personnel performing any obligations under the Contract;
- 3.4.2 any Key Personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNIDO prior to such Personnel performing any obligations under the Contract; and
- 3.4.3 in cases in which, pursuant to Article 3.4.1 or 3.4.2 above, UNIDO has reviewed the qualifications of such Contractor's Key Personnel, UNIDO may reasonably refuse to accept any such Personnel.
- 3.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's Key Personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:



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- 3.5.1 UNIDO may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's Key Personnel, and such request shall not be unreasonably refused by the Contractor.
- 3.5.2 The withdrawal or replacement of the Contractor's Key Personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
- 3.5.3 All expenses related to the withdrawal or replacement of the Contractor's Key Personnel shall in all cases be borne exclusively by the Contractor.
- 3.5.4 Any request by UNIDO for the withdrawal or replacement of the Contractor's Key Personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNIDO shall not bear any liability in respect of such withdrawn or replaced Key Personnel.
- 3.5.5 If a request for the withdrawal or replacement of the Contractor's Key Personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the Personnel, or the inability of such Personnel to reasonably work together with UNIDO's officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's Key Personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such Personnel's being withdrawn or replaced.
- 3.6 Nothing in Articles 3.3, 3.4 and 3.5, shall be construed to create any obligations on the part of UNIDO with respect to the Contractor's Personnel assigned to perform the Services under the Contract, and such Personnel shall remain the sole responsibility of the Contractor.
- 3.7 The Contractor shall not, while the Contract is in effect, employ or consider the employment of active or former UNIDO employees within the scope of the Contract without the prior written approval of UNIDO.
- 3.8 The Contractor shall be responsible for requiring that all Personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNIDO shall:
 - 3.8.1 if applicable, undergo or comply with security screening requirements made known to the Contractor by UNIDO, including but not limited to, a review of any criminal history;
 - 3.8.2 when within UNIDO's premises or on UNIDO's property, display such identification as may be approved and furnished by UNIDO or other UN security officials, and that upon the withdrawal or replacement of any such Personnel or upon termination or completion of the Contract, such Personnel shall immediately return any such identification to UNIDO for cancellation.
- 3.9 Within one (1) week after learning that any of the Contractor's Personnel have been charged by law enforcement authorities with an offense other than a minor traffic offense or similar, the Contractor shall provide written notice to inform UNIDO about the particulars of the charges then known and shall continue to inform UNIDO concerning all substantial developments regarding the disposition of such charges.
- 3.10 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNIDO's premises or on UNIDO's property shall be confined to areas authorized or approved by UNIDO. The Contractor's Personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNIDO's premises or on UNIDO's property without appropriate authorization from UNIDO.

4. ASSIGNMENT



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- 4.1 The Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNIDO. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNIDO. Any assignment by the Contractor, which is not authorized by UNIDO, will be void and UNIDO reserves the right in such case, without prejudice to other rights or remedies, to terminate the Contract without liability effective upon the Contractor's receipt of notification of termination. Except as permitted with respect to any approved sub-contractors, the Contractor shall not delegate any of its obligations under the Contract, except with the prior written consent of UNIDO. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNIDO.

5. SUB-CONTRACTING

- 5.1 In the event that the Contractor requires the services of sub-contractors other than those specified in the Proposal to perform any obligations under the Contract, and except as may be provided for in the Contract, the Contractor shall obtain the prior written approval of UNIDO.
- 5.2 UNIDO shall be entitled, at its sole discretion, to review the qualifications of any sub-contractors and to reject any proposed sub-contractor that UNIDO reasonably considers is not qualified to perform obligations under the Contract.
- 5.3 The approval or rejection by UNIDO of a sub-contractor shall not relieve the Contractor of any of its obligations under the Contract.
- 5.4 Any such rejection shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its sub-contractors.
- 5.5 The terms of any sub-contract shall be subject to, and shall be construed in a manner that is fully in accordance with all of the terms and conditions of the Contract.

6. UNIDO'S ASSISTANCE

UNIDO may provide, at its discretion, or request the Government to provide, at no cost to the Contractor, the facilities and services to assist the Contractor and its Team assigned to the Project Area in connection with the performance of the Services hereunder.

7. DELAYS, FAILURE TO PERFORM AND REMEDIAL ACTIONS

- 7.1 If there should be any delay in the performance of the Contract or any part thereof, the Contractor shall promptly notify UNIDO in writing, giving the cause.
- 7.2 The Contractor shall remain liable for any delays or failure to perform the Services under the Contract, regardless of any delays or failure on the part of itself, its sub-contractors or suppliers.
- 7.3 In any event, if the Contractor fails to perform the Services required within the time specified in the Contract, or within any extension that may be granted, UNIDO may, without prejudice to any further rights it may have under the Contract and in particular under Article 18:
- 7.3.1 suspend or cancel the right of the Contractor to proceed further with the Services, or part thereof, in which there has been a delay;
 - 7.3.2 obtain elsewhere upon such terms and conditions as may be deemed appropriate, replacement of Services similar to those which the Contractor failed to provide;
 - 7.3.3 make a corresponding adjustment to the consideration payable to the Contractor and/or claim from the Contractor any reasonable costs for the provision of Services, including such costs which are incurred by UNIDO above the Contract Price, provided, however, that the Contractor shall continue with the performance of the Contract to the extent not suspended or cancelled under the provisions of this paragraph.



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- 7.4 UNIDO may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any prior payment, to such an extent as may be necessary to protect UNIDO from loss under the Contract on account of:
- 7.4.1 the Contractor's failure to carry out the Services or to make adequate progress on the work, except for failure arising out of *force majeure*;
 - 7.4.2 the Contractor's failure to remedy defective Services and/or unsatisfactory performance, when such failure has been drawn to the attention of the Contractor by UNIDO;
 - 7.4.3 the Contractor's failure to submit the deliverables in a timely manner;
 - 7.4.4 the Contractor's failure to make payments properly for materials or labor;
 - 7.4.5 the existence of damage claims presented by UNIDO; or
 - 7.4.6 breach by the Contractor of the Contract.
- 7.5 The withholding by UNIDO of any interim payment shall not affect the Contractor's obligation to continue performance of its obligations under the Contract.
- 7.6 The Contractor shall be liable for any excess costs or damages caused to UNIDO by a failure or delay on the part of the Contractor in the performance of its obligations under the Contract, except where such failure or delay is due to:
- 7.6.1 causes which are attributable to UNIDO;
 - 7.6.2 *force majeure*, as defined in Article 17 below.
- 7.7 UNIDO shall not be liable to pay interest on the amount(s) not paid to the Contractor within the payment schedule foreseen under the Contract, irrespective of the cause of such delay.
8. **CONTRACT PRICE**
- 8.1 The Contract Price shall be firm and fixed and shall cover all expenses incurred by the Contractor including, but not limited to, salaries, travel, indemnities, social charges, subsistence allowance, overheads, technical assistance and supervision costs.
- 8.2 The Contractor shall not perform any Services that may result in any charges to UNIDO over and above the Contract Price without the prior written consent of UNIDO and a formal amendment to the Contract.
9. **PAYMENT FOR SERVICES**
- 9.1 Each payment under the Contract shall be made by UNIDO within thirty (30) days of acceptance of the related invoice(s) and deliverable(s). The invoice(s) shall reflect the Contractor's banking instructions as indicated in the UNIDO Bank Information Form.
- 9.2 The making of any payment hereunder by UNIDO shall not be construed as an unconditional acceptance by UNIDO of the Services performed by the Contractor up to the time of such payment.
10. **INDEMNIFICATION**
- 10.1 The Contractor shall indemnify, hold and save harmless and defend at its own expense UNIDO, its officers, agents and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts, omissions, negligence or misconduct of the Contractor or its officers, agents, representatives, employees, or sub-contractors in the performance of the Contract. This requirement shall extend to claims or liabilities in the nature of workmen's compensation and to claims or liabilities arising out of the use of patented inventions or devices. The obligations under this paragraph do not lapse upon termination of the Contract.
- 10.2 In the event the use by UNIDO of any goods, property or services provided or licensed to UNIDO by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other



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intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

- 10.2.1 procure for UNIDO the unrestricted right to continue using such goods or Services provided to UNIDO;
- 10.2.2 replace or modify the goods or Services provided to UNIDO, or part thereof, with the equivalent or better goods or Services, or part thereof, that is non-infringing; or
- 10.2.3 refund to UNIDO the full price paid by UNIDO for the right to have or use such goods, property or Services, or part thereof.

11. INSURANCE AND LIABILITY

- 11.1 The Contractor shall pay UNIDO promptly for all loss, destruction, or damage to the property of UNIDO caused by the Contractor's Personnel or by any of its sub-contractors or anyone else directly or indirectly employed by the Contractor or any of its sub-contractors in the performance of the Contract.
- 11.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
 - 11.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
 - 11.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's Personnel sufficient to cover all claims for injury, death and disability, or any other benefits required, in connection with the performance of the Contract;
 - 11.2.3 liability insurance to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its Personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and
 - 11.2.4 such other insurance as may be agreed upon in writing between UNIDO and the Contractor.
- 11.3 The Contractor's liability policies shall also cover sub-contractors and all defense costs and shall contain a standard "cross liability" clause.
- 11.4 The Contractor acknowledges and agrees that UNIDO accepts no responsibility for providing life, health, accident, travel or any other insurance coverage, which may be necessary or desirable in respect of any Personnel performing services for the Contractor in connection with the Contract.
- 11.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNIDO, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:
 - 11.5.1 name UNIDO as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
 - 11.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNIDO;



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- 11.5.3 provide that UNIDO shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,
- 11.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNIDO.
- 11.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 11.7 Except for any self-insurance program maintained by the Contractor and approved by UNIDO for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNIDO. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNIDO with evidence, in the form of certificate of insurance or such other form as UNIDO may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNIDO reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 11.5.3, above, the Contractor shall promptly notify UNIDO concerning any cancellation or material change of insurance coverage required under the Contract.
- 11.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
- 12. ENCUMBRANCES AND LIENS**
- 12.1 The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person or entity to be placed on file or to remain on file in any public office or on file with UNIDO against any monies due to the Contractor or that may become due for any work done or against any goods supplied, or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNIDO.
- 13. EQUIPMENT FURNISHED BY UNIDO TO THE CONTRACTOR**
- 13.1 Title to any goods and/or equipment that may be furnished by UNIDO to the Contractor for the performance of any obligations under the Contract shall rest with UNIDO, and any such goods and/or equipment shall be returned to UNIDO at the completion of the Contract or any earlier date. Such goods and/or equipment, when returned to UNIDO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNIDO for the actual costs of any loss of, damage to, or degradation of it that is beyond normal wear and tear.
- 14. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**
- 14.1 UNIDO shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials, which the Contractor has developed for UNIDO under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNIDO.
- 14.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor (i) that pre-existed the performance by the



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Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNIDO does not and shall not claim any ownership interest thereto, and the Contractor grants to UNIDO a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

- 14.3 At the request of UNIDO, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNIDO in compliance with the requirements of the applicable law and of the Contract.
- 14.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNIDO, shall be made available for use or inspection by UNIDO at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNIDO authorized officials on completion of the Services under the Contract.
- 14.5 Notwithstanding the foregoing provisions, for software products and/or source codes that are proprietary of the Contractor and have to be provided as-is, integrated or customized under the Contract, the Parties may agree on different terms for the license in a separate software license agreement.

15. **USE OF UNIDO NAME, EMBLEM OR OFFICIAL SEAL OF UNIDO**

- 15.1 The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNIDO, nor shall the Contractor in any manner whatsoever use the name, emblem or official seal of the United Nations or UNIDO, or any abbreviation of the name of the United Nations or UNIDO in connection with its business or otherwise without the prior written permission of UNIDO.

16. **CONFIDENTIAL NATURE OF DOCUMENTS, PERSONAL DATA AND INFORMATION**

- 16.1 All information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), including, without limitation, maps, designs, drawings, photographs, mosaics, plans, reports, recommendations, estimates, specifications, computer programs, and documents, as well as any personal, technical, or financial information and data, shall be held in confidence by that Party and shall be handled as follows:
- 16.2 The Recipient shall:
- 16.2.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and
- 16.2.2 use the Discloser's Information solely for the purpose for which it was disclosed.
- 16.3 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 16, the Recipient may disclose Information to:
- 16.3.1 any other party with the Discloser's prior written consent; and
- 16.3.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees, officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means (i) a corporate entity in which the



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Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or (ii) any entity over which the Party exercises effective managerial control.

- 16.4 Unless otherwise authorized in writing by UNIDO, the Contractor shall use the Information only in the performance of the Contract. Upon completion or termination of the Contract, the Contractor shall return the Information to UNIDO.
- 16.5 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of UNIDO, the Contractor will give UNIDO sufficient prior notice of a request for the disclosure of Information in order to allow UNIDO to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 16.6 UNIDO reserves the right to publish or otherwise make public the Contractor's name, country of registration and address, the Contract Price, and any information regarding the Contract including descriptions of the goods or Services provided under the Contract. UNIDO may disclose Information to another entity of the United Nations System and to the extent as required pursuant to the UNIDO Constitution or consistent with or pursuant to resolutions or regulations of the General Conference of UNIDO or policies, rules or regulations promulgated thereunder.
- 16.7 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 16.8 The Contractor shall be liable for any breach of confidentiality or any indirect disclosure that could violate the interests of UNIDO. The extent of any such liability shall be directly proportional to the extent of the damage caused.
- 16.9 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the SCC, shall remain effective following completion or termination of the Contract.
- 16.10 For the purpose of the Contract, personal data means any information, which relates to a living individual who can be identified or is identifiable, directly or indirectly. It includes information such as identification numbers, location data and online identifiers as well as reversibly anonymized (pseudonymized) data.
- 16.11 Personal data collected, processed and used for the purposes of the Contract shall be: processed lawfully, fairly and in a transparent manner in relation to the data subject; collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed; accurate and, where necessary, kept up to date; kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and processed in a manner that ensures appropriate security of the personal data.
- 16.12 The Contractor undertakes to cooperate with UNIDO for the purposes of implementation of UNIDO's policy on protection of personal data, in particular to satisfy the rights of data subjects and the management of personal data breaches.

17. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 17.1 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. Defects in equipment, material or supplies, or delays in their availability (unless due to *force majeure*), labor disputes, strikes or financial difficulties shall not



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- constitute an event of *force majeure*. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNIDO is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.
- 17.2 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract or termination under Article 18. The Contractor shall be liable for any damages resulting from lack of notice of the *force majeure* event.
- 17.3 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNIDO shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 18, except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNIDO shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
18. **TERMINATION**
- 18.1 UNIDO may terminate the Contract in whole or in part and at any time, upon thirty (30) days' notice of termination to the Contractor. In the event such termination is not caused by the Contractor's negligence or fault, UNIDO shall be liable to the Contractor for payment in respect of the Services already provided, for the cost of repatriation of the Contractor's Personnel, for necessary terminal expenses of the Contractor, and for the cost of such urgent work as is essential and as the Contractor is asked by UNIDO to complete. The Contractor shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of UNIDO's notice of termination. The initiation of arbitral proceedings in accordance with Article 20.2 shall not be deemed a termination of the Contract.
- 18.2 Should the Contractor be adjudged bankrupt or be liquidated or become insolvent, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, UNIDO may, without prejudice to any other right or remedy it may have under the terms of the Contract, terminate the Contract forthwith by giving the Contractor written notice of such termination. The Contractor shall immediately inform UNIDO of the occurrence of any of the above events.
- 18.3 UNIDO may, for the breach of the essential terms of the Contract as specified in Article 27, terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.



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18.4 UNIDO shall be entitled to suspend, terminate or take such other action in respect of this Contract should the Contractor be or may be found to be the subject of an exclusion determination as defined in the UNIDO policy on exclusion from funding.

19. NON-WAIVER OF RIGHTS

19.1 The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

20. SETTLEMENT OF DISPUTES

20.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the United Nations Commission on International Trade Law ("UNCITRAL") Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties in writing.

20.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 20.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The place of the arbitration shall be Vienna, Austria. In light of the privileges and immunities of UNIDO, the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the "seat" or "juridical seat" or "juridical place" for such proceedings. The language of the arbitration shall be English. The decisions of the arbitral tribunal shall be based on general principles of international commercial law to the exclusion of any single national system of law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to article 26 ("Interim measures") and article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the Secured Overnight Financing Rate (SOFR) of the United States Federal Reserve Bank of New York then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

21. PRIVILEGES AND IMMUNITIES

21.1 Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNIDO.

22. TAX EXEMPTION

22.1 In accordance with Section 7 of the Convention on the Privileges and Immunities of the United Nations and Section 9 of the Convention on the Privileges and Immunities of Specialized Agencies, which are applicable to UNIDO by virtue of Article 21 of its Constitution, UNIDO is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and



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charges of a similar nature in respect of articles imported or exported for its official use. The Contractor shall collaborate with UNIDO on a best-effort basis in order to achieve tax exemption in the relevant country. UNIDO will provide a certificate of exemption upon request. In the event any governmental authority refuses to recognize the exemption of UNIDO from such taxes, restrictions, duties or charges, the Contractor shall immediately consult with UNIDO to determine a mutually acceptable procedure.

- 22.2 Accordingly, the Contractor authorizes UNIDO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNIDO before the payment thereof and UNIDO has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under written protest. In that event, the Contractor shall provide UNIDO with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.
- 22.3 UNIDO is exempted from Value Added Tax (VAT) in the territory of the European Union (EU) in accordance with EU Directive 2006/112/EC, article 151 (1) (b), as amended by EU Council Directive 2009/162/EU. Contractors located in EU countries shall not include VAT in the invoices to UNIDO. VAT will not be paid by UNIDO to EU Contractors. Only Contractors located in Austria will be paid the net amount plus VAT. Contractors should refer on the invoice to the above EU Directive or to the relevant VAT law applicable in the Contractor's country.
- 22.4 UNIDO will provide a letter of exemption only upon request.

23. CONTRACT AMENDMENT

- 23.1 No modification of, or change in, the Contract, or waiver of any of its provisions, or additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract, signed by the authorized representatives of the Contractor and UNIDO.

24. AUDITS AND INVESTIGATIONS

- 24.1 The Contractor acknowledges that UNIDO is required to fulfill its fiduciary obligations and reporting requirements to its funding partners and agrees to cooperate with UNIDO to give full effect to such obligations and requirements.
- 24.2 The Contractor shall keep and maintain accurate and systematic accounts and records related to the Contract for a period of three (3) years following the expiration or prior termination of the Contract.
- 24.3 UNIDO may conduct audits and investigations, which shall be understood, for purposes of this Article, as including evaluations, examinations or inspections, relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. UNIDO's rights under this Article shall not lapse upon expiration or prior termination of the Contract.
- 24.4 The Contractor shall provide its full and timely cooperation with any such audits and investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its Personnel and any relevant documentation and information for such purposes at reasonable times and on reasonable conditions and to grant UNIDO access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's Personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any audits and investigations carried out by or on behalf of UNIDO.
- 24.5 UNIDO shall be entitled to a refund from the Contractor for any amounts shown by such audits and investigations to have been paid by UNIDO other than in accordance with the terms and conditions of the Contract and, in addition, for the associated costs of conducting such audits and investigations, if the allegations of improper use of funds have been found to be substantially correct.



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25. LIMITATIONS ON EMPLOYMENT

25.1 The Contractor acknowledges that former UNIDO personnel may be subject to after-service employment restrictions and agrees to respect the terms of such restrictions.

26. LIMITATION ON ACTIONS

26.1 Except with respect to any indemnification in Article 10 above, or as otherwise set forth in the Contract, any arbitration proceedings in accordance with Article 20 above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

26.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

27. ESSENTIAL TERMS

27.1 The Contractor acknowledges and agrees that each of the provisions in Articles 28 "Source of Instructions", 29 "Conflict of Interest/Officials not to Benefit", 30 "Fraud and Corruption", 31 "Observance of the Law", 32 "Standards of Labor, Forced Labor and Human Trafficking", 33 "Child Labor", 34 "Mines, Bombs and other Weapons", 35 "Prevention of Harassment, Sexual Harassment, Sexual Exploitation and Sexual Abuse", 36 "Terrorism", 37 "Money Laundering", and 38 "Disclosure of Sanctions or Temporary Suspension", constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNIDO to terminate the Contract or any other contract with UNIDO immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

28. SOURCE OF INSTRUCTIONS

28.1 The Contractor shall neither seek nor accept instructions from any authority external to UNIDO in connection with the performance of its obligations under the Contract. Should any authority external to UNIDO seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNIDO and provide all reasonable assistance required by UNIDO. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNIDO, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNIDO.

29. CONFLICT OF INTEREST/OFFICIALS NOT TO BENEFIT

29.1 The Contractor shall disclose to UNIDO any situation that may appear as a conflict of interest, and it shall disclose to UNIDO if any UNIDO official or professional under contract with UNIDO may have an interest of any kind in the Contractor's business or any kind of economic ties with the Contractor. A conflict of interest is a situation in which a Party has interests that could improperly influence that Party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a fraud and corruption under these GCC. Within the purpose of the Contract, the Contractor shall ensure that neither it nor any of its affiliates, Personnel, subcontractors or agents



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shall be engaged with UNIDO under individual employment contracts, unless otherwise agreed by the Parties.

- 29.2 The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UNIDO any direct or indirect benefit arising from or related to the award or performance of the Contract or of any other contract with UNIDO, or for any other purpose intended to gain an advantage for the Contractor. The Contractor agrees that breach of this provision may lead, at UNIDO's sole discretion, to the annulment of the Contract irrespective of any work performed. The annulment shall exclude any right of the Contractor to claim any payment, even for work already performed. All delivered goods, whether used or not, will be returned at the Contractor's expense. The annulment will be without prejudice to any further remedies that UNIDO may be entitled to under the Contract or at law, with particular reference to refund of payments already made, claims for damages and losses occurred, and fraud and corruption. The Contractor shall take all reasonable measures to ensure that the provisions under this Article shall also apply with respect to the Contractor's parent entities (if any), subsidiary or affiliated entities (if any), its Personnel and sub-contractors.

30. **FRAUD AND CORRUPTION**

- 30.1 Fraud and corruption are strictly prohibited. For the purpose of the Contract, "fraud and corruption" encompasses corrupt, fraudulent, collusive, coercive, or obstructive practices, which are defined as follows:

- 30.1.1 "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value, whether tangible or intangible, to improperly influence the actions of another party, including but not limited to extortion, fraud, and bribery;
- 30.1.2 "Fraudulent practice" means any act or omission, including misrepresentation, which knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial and/or other benefit and/or to avoid an obligation;
- 30.1.3 "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- 30.1.4 "Coercive practice" means any act impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of the party;
- 30.1.5 "Obstructive practice" means acts or omissions intended to materially impede the exercise of contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to an investigation into allegations of fraud and corruption.

- 30.2 The Contractor, its parent entities (if any), subsidiary or affiliated entities (if any), its Personnel, and sub-contractors, shall observe the highest standard of moral and ethical conduct and shall respect the local laws. The Contractor shall report to UNIDO any credible acts of fraud and corruption arising from or relating to the Contract without delay.

- 30.3 UNIDO, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith if the Contractor, in the judgment of UNIDO, has engaged in fraud and corruption during the selection process or in negotiating or executing the Contract.

31. **OBSERVANCE OF THE LAW**

- 31.1 The Contractor shall comply with all relevant and applicable laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract, including, but not limited to, laws, ordinances, rules, and regulations relating to health, the environment, human rights and labor,



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and it shall take all reasonable measures to ensure the same from its parent entities (if any), subsidiary or affiliated entities (if any), its Personnel and sub-contractors.

32. STANDARDS OF LABOR, FORCED LABOR AND HUMAN TRAFFICKING

- 32.1 The Contractor shall comply with all applicable laws concerning terms of employment and conditions of work, and any collective agreements to which it is party.
- 32.2 The Contractor shall not restrict its Personnel from freely organizing or associating, and shall provide for equal opportunity and treatment in respect of employment without discrimination on grounds of race, color, gender or gender identity, sexual orientation, religion, political opinion, national origin, legal status, economic status, social origin or disability status. The Contractor shall take all appropriate measures to ensure that workplaces are safe and without risk to health, including with respect to chemical, physical and biological substances and agents under the Contractor's control. The Contractor shall promote "fair labor recruitment" in its supply chain, as defined in the ILO General Principles and Operational Guidance for Fair Labor Recruitment.
- 32.3 The Contractor shall not engage, directly or indirectly, including in its supply chain and operations, in "Forced Labor," i.e., by exacting work or service from any person under the threat of a penalty, indebtedness, or for which the person has not otherwise offered personal services voluntarily.
- 32.4 The Contractor shall not engage, directly or indirectly, including in its supply chain and operations, in "Trafficking in Persons," i.e., by recruiting, transporting, transferring, harboring or receiving persons by threat or use of force or other forms of coercion, abduction, fraud, deception, or abuse of power.
- 32.5 Whenever the Contractor becomes aware that Forced Labor or Trafficking in Persons is or is likely occurring in the Contractor's operations, including in its supply chain, the Contractor shall, as soon as reasonably practicable, notify UNIDO and take all reasonable action to address or remove these occurrences, including where relevant, by addressing any practices of other entities in its supply chain.
- 32.6 If the Contractor's actions are materially inconsistent with the requirements of this Article 32, UNIDO shall, unless in the reasonable opinion of UNIDO, the inconsistency is incapable of being remedied, notify the Contractor of such inconsistency, and the Contractor shall have 30 (thirty) calendar days to provide evidence that it has taken effective steps to remedy such inconsistency. In cases in which UNIDO has determined that the inconsistency cannot be remedied, or in cases in which the Contractor fails to so respond, UNIDO shall have the right to terminate the Contract or any other contract/agreement with UNIDO immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

33. CHILD LABOR

- 33.1 The Contractor represents and warrants that neither it, its Personnel, parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be exploitative, hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Children under the age of eighteen (18) shall not be employed in hazardous work.

34. MINES, BOMBS AND OTHER WEAPONS

- 34.1 The Contractor represents and warrants that neither it, its Personnel, parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any), is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines, cluster bombs, and other weapons and ammunitions.



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35. PREVENTION OF HARASSMENT, SEXUAL HARASSMENT, SEXUAL EXPLOITATION AND SEXUAL ABUSE

- 35.1 The Contractor, its parent entities (if any), subsidiary or affiliated entities (if any), its Personnel and sub-contractors, shall take all appropriate measures to prevent sexual exploitation or abuse and all forms of harassment, including sexual harassment, of anyone by its employees or any other persons engaged and controlled by the Contractor to provide the Services under the Contract. UNIDO expects the Contractor to have zero tolerance for any action which constitutes harassment, sexual harassment, sexual exploitation or sexual abuse.
- 35.2 "Harassment" means any form of treatment or behavior by an individual or group of individuals in the workplace or in connection with work, which can reasonably be seen as creating a demeaning, intimidating, hostile or abusive working environment.
- 35.3 "Sexual harassment" means any conduct or behavior of a sexual nature in the workplace or in connection with work, which is unwelcome and offensive and which can reasonably be seen as creating an offensive, intimidating, hostile or humiliating working environment. Sexual harassment may occur between persons of the opposite sex or the same sex. It may be a single incident or a series of events.
- 35.4 "Sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
- 35.5 "Sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- 35.6 Sexual activity with children (persons under the age of eighteen), regardless of the age of majority or age of consent locally, and irrespective of a mistaken belief regarding the age of a child, will constitute sexual exploitation and/or abuse of such person. UNIDO shall not apply the foregoing standard relating to age in any case in which the Contractor's Personnel or any other person who may be engaged by the Contractor to perform any Services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's Personnel or such other person who may be engaged by the Contractor to perform any Services under the Contract.
- 35.7 The Contractor shall inform UNIDO as soon as it becomes aware of any credible incident or report alleging harassment, sexual harassment, sexual exploitation or sexual abuse by any person engaged in the context of the provision of Services under the Contract including sub-contractors.

36. TERRORISM

- 36.1 The financing of terrorism is strictly prohibited. The Contractor agrees to undertake all reasonable efforts to ensure that none of the funds received from UNIDO under the Contract are used, directly or indirectly, to finance or provide support or assistance to individuals or entities that are (i) associated with terrorism, as included in the list maintained by the United Nations Security Council Committee established pursuant to Resolutions 1267 (1999), 1989 (2011) and 2253 (2015); or (ii) the subject of sanctions or other enforcement measures pursuant to sanctions regimes established by the United Nations Security Council. Information concerning Security Council sanctions can be accessed via <https://www.un.org/securitycouncil/>. The Contractor shall inform UNIDO without delay of any credible allegations that funds received from UNIDO under the Contract have been used in contravention of this Article. The terms of this Article must be included in all sub-contracts or agreements entered into for delivery of the Services under the Contract.

37. MONEY LAUNDERING



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- 37.1 Money laundering in all its forms is strictly prohibited. The Contractor agrees to undertake all reasonable efforts to ensure that none of the funds received from UNIDO under the Contract are used, directly or indirectly, to finance or provide support or assistance to individuals or entities associated with money laundering. The Contractor shall inform UNIDO without delay of any credible allegations that funds received from UNIDO under the Contract have been used in contravention of this Article. The terms of this Article must be included in all sub-contracts or agreements entered into for delivery of the Services under the Contract.
- 37.2 For the purpose of this Contract, "money laundering" refers to the following criminal offences when committed intentionally, as set forth in article 6 of the United Nations Convention against Transnational Organized Crime:
- (i) The conversion or transfer of property, knowing that such property is the proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property or of helping any person who is involved in the commission of the predicate offence to evade the legal consequences of his or her actions;
 - (ii) The concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to property, knowing such property is the proceeds of crime;
 - (iii) The acquisition, possession or use of property, knowing at the time of receipt that such property is the proceeds of crime; or
 - (iv) The participation in, association with or conspiracy to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the offences established in accordance with this Article.
38. **DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION**
- 38.1 The Contractor is required to disclose to UNIDO whether it or any of its affiliates or agents is, or during the execution of the Contract becomes, subject to any sanction, suspension, debarment or ineligibility designation by any international, intergovernmental, or UN organization or national authority.
39. **ENVIRONMENTAL AND SOCIAL SAFEGUARDS**
- 39.1 The Contractor, its parent entities (if any), subsidiary or affiliated entities (if any), and its Personnel, including sub-contractors, shall place priority on environmental and social sustainability, which is fundamental to the achievement of development outcomes. In doing so and if specified in the Terms of Reference, the Contractor shall execute the Contract in line with the applicable UNIDO policy on Environmental and Social Safeguards and in compliance with relevant international and national legislation. Opportunities to strengthen the environmental and social sustainability of interventions and activities need to be identified and realized. A precautionary approach shall be applied, and potential adverse impacts and risks need to be avoided or minimized if possible, mitigated if not, and offset, as appropriate.
40. **NON-DISCRIMINATION**
- 40.1 The Contractor shall take all appropriate measures to ensure that neither it, its parent entities (if any), subsidiary or affiliated entities (if any), nor its Personnel, including sub-contractors, is engaged in any employment practices, including those relating to recruitment, promotion, training, remuneration and benefits, which discriminate on the basis of gender, religion, disability, ethnicity or national origin.
41. **SEVERABILITY**



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41.1 If any provision or condition of the Contract is or becomes prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provision and condition of the Contract.

42. **SURVIVAL**

42.1 The obligations set forth in Articles 10 "Indemnification", 15 "Use of UNIDO Name, Emblem or Official Seal of UNIDO", 16 "Confidential Nature of Documents and Information", 20 "Settlement of Disputes", 21 "Privileges and Immunities", 24 "Audits and Investigations", 29 "Conflict of Interest/Officials not to Benefit", and 30 "Fraud and Corruption" shall survive the completion, expiration or termination of the Contract.



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

TERMS OF REFERENCE

**FOR THE PREPARATION OF A VERIFICATION REPORT ON HCFC PRODUCTION
AND HFC DESTRUCTION IN MEXICO**

for

**HCFC PHASE-OUT MANAGEMENT PLAN FOR MEXICO
HFC-23 BY-PRODUCT CONTROL FOR MEXICO**

UNIDO SAP ID: 190178

IF-2026-02061726-APN-P#INTI

1. INTRODUCTION

1.1. UNIDO intends to enter into a multi-year contract for the provision of **yearly verification reports, on an as and when required basis**, by a qualified company for the UNIDO project “*Control and phase-out of HFC-23 emissions in production of HCFC-22 at Quimobasicos (fourth tranche)*” in Mexico.

1.2. The duration is for a period of up to March 2031 as of the date of signature of a contract by both parties.

1.3. UNIDO does not guarantee any minimum number of orders to be placed under the contract. Placing of yearly orders will be subject to requirement of the services, availability of funding and provision of satisfactory services during the previous year(s).

1.4. The contract will sign on a non-exclusive basis. UNIDO shall have no limitation on its right to enter, concurrently, into additional contract(s) with other companies for same and/or similar services.

2 BACKGROUND INFORMATION

The **United Nations Industrial Development Organization (UNIDO)** is the specialized agency of the United Nations that promotes industrial development for poverty reduction, inclusive globalization and environmental sustainability. The mission of UNIDO, as described in the *Lima Declaration* adopted at the fifteenth session of the UNIDO General Conference in 2013 as well as the *Abu Dhabi Declaration* adopted at the eighteenth session of UNIDO General Conference in 2019, is to promote and accelerate *inclusive and sustainable industrial development (ISID)* in Member States. The relevance of ISID as an integrated approach to all three pillars of sustainable development is recognized by the 2030 Agenda for Sustainable Development and the related Sustainable Development Goals (SDGs), which will frame United Nations and country efforts towards sustainable development. *UNIDO's mandate is fully recognized in SDG-9*, which calls to “Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation”. The relevance of ISID, however, applies in greater or lesser extent to all SDGs. Accordingly, the Organization’s programmatic focus is structured in four strategic priorities: *Creating shared prosperity*; *Advancing economic competitiveness*; *Safeguarding the environment*; and *Strengthening knowledge and institutions*.

Each of these programmatic fields of activity contains a number of individual programmes, which are implemented in a holistic manner to achieve effective outcomes and impacts through UNIDO’s four enabling functions: (i) technical cooperation; (ii) analytical and research functions and policy advisory services; (iii) normative functions and standards and quality-related activities; and (iv) convening and partnerships for knowledge transfer, networking and industrial cooperation. Such core functions are carried out in Departments/Offices in its Headquarters, Regional Offices and Hubs and Country Offices.

3 AIM OF THE PROJECT

The Government of Mexico, with financial assistance from the Multilateral Fund (MLF) for the implementation of the Montreal Protocol on Substances that Deplete the Ozone Layer, is implementing two key initiatives: the Hydrochlorofluorocarbon (HCFC) Phase-out Management Plan (HPMP) and the Control and Phase-out of HFC-23 by-product emissions at Quimobásicos.

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In Mexico, HCFC-22 is produced domestically by Quimobásicos-CYDSA. This production process generates HFC-23 as a by-product, which now must be destroyed under the HFC-23 phase-out project. Therefore, the Government of Mexico must ensure that HFC-23 by-product emissions from HCFC-22 production are destroyed in compliance with the Montreal Protocol.

As part of the HPMP and the HFC-23 emission control plan, the national production and destruction values must be verified annually, in accordance with the agreement between the Government of Mexico and the Executive Committee of the Multilateral Fund.

4 SCOPE OF REQUIRED SERVICES

The present Terms of Reference shall be used to provide services for conducting verification services on a yearly basis as indicated under Section 1 above.

The scope of the verification requirements will be similar for all years covered by the contract.

The principal responsibility of the contractor is to submit an independent verification report, providing inter alia the amounts of HCFC-22 produced, the amounts of HFC-23 by-product generated, and the amounts of HFC-23 that were destroyed, stored, sold, and/or vented.

The verification is expected to be carried out in two stages:

- **First stage:** A review of the months from January to September of the required year (e.g. January to September 2025), to be conducted in November of the same year (e.g. November 2025). The first review will be conducted remotely, as a desk review.
- **Second stage:** A review of the months from October to December of the required year (e.g. October to December 2025), to be conducted in February of the following year (e.g. February 2026 and finalized by March 2026 at the latest). This stage must include a field verification.

The scope of activities and key deliverables are outlined below:

4.1 VERIFICATION OF ODS PRODUCTION

Before the field verification, the verification team should send a Questionnaire to the plant to be audited and obtain the completed Questionnaire containing baseline enterprise information, annual data reported for the year by the enterprise and a copy of the agreement approved by the Executive Committee.

Data should be shared by the Company as follows:

- Months from January to September 20xx (first stage)
- Months from October to December 20xx (second stage)

During the production audit, the verification team should have full access to the daily production logs and the financial records to validate the data provided by the plant in the Questionnaire.

Based on the field findings against the data provided by the plant in the Questionnaire, the verification team should prepare its verification report for submission to the Executive Committee and attach the filled-in Questionnaire to its report.

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4.1.1 Questionnaire for data collection

The Questionnaire should be completed by the plant to be audited and made available to the verification team before the field visit to the plant. Thus, the verification team would have in hand before departure:

- (i) name and contact at the corporate headquarters and plant site.
- (ii) number of days in production (operational days) for each month at the plant site, and for each ODS production monitored at the location.
- (iii) monthly production data for the ODS production monitored at the plant site.
- (iv) monthly consumption and procurement data for feedstock used for the production of the ODS production monitored.
- (v) monthly sales figures for the ODS product(s) monitored, as well as stock for each monitored ODS production at the beginning and end of each year.

4.1.2 Verification steps before departure

- (i) review the data provided by the enterprise (first stage) and ensure that the ODS production, sales figures and stock at the beginning and end of the year add up.
- (ii) compare actual production to annual quota assigned for each ODS production monitored and at each plant site.
- (iii) review any quota trading or changes of quotas during the year. Also check if ODS products monitored have been procured from other producers.
- (iv) review and verify conformity of raw materials consumption with the ODS production monitored.
- (v) based on questionnaire data, identify each campaign and distribute production and raw material consumption data per campaign.
- (vi) ensure access to daily production logs and financial records for the ODS productions monitored as necessary for the verification of information provided by the producer.

4.1.3 Verification steps at the plant site

- (i) review the data provided by the enterprise (first stage)
- (ii) confirm production quantities and raw material consumption from production logs.
- (iii) verify sales and procurements of monitored ODS products against financial records.
- (iv) verify stock at the beginning and the end of year against financial records.

To achieve these results, the production verification should include:

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- (i) review the system of record keeping for adequacy.
- (ii) observe plant condition and apparent operational status.
- (iii) audit daily production records for monitored ODS production and "key" feedstock consumption data.
- (iv) confirm monthly and annual production of monitored ODS:
(production = sales (from sales records) -- change in inventory (from plant records)).
- (v) confirm that cumulative inventory changes of monitored ODS corresponds to annual production and sales data.
- (vi) confirm that cumulative inventory change of "key" raw material is consistent with production, both overall and per campaign.
- (vii) integrate hourly in-plant flow rate data, (corrected for concentration if necessary), over time - either graphically or analytically - to get an independent value for production.
- (viii) compare the changes in reported feed and product tank levels, integrated with the appropriate correlating factor, to reported raw material usage and CFC production.
- (ix) on a spot basis, rationalize hourly plant logs with raw material consumption. In other words, match throughput, for example for a week, with raw material consumption and the monitored ODS production for the same week.
- (x) review logs for periods of high hourly throughput and compare to reported production. Investigate any possible inconsistency.
- (xi) review hourly plant logs during non-campaign time periods to verify non-production.

For HCFC-22 production facilities that estimated missing data, the following information would be important for ensuring data quality:

- (i) The reason the data were missing, length of time the data were missing, method used to estimate the missing data, and estimates of those data; and
- (ii) if missing data was estimated by a method other than one of those specified, the reason why the specified method would lead to a significant under- or overestimate of the parameter (s) and the rationale for the methods used to estimate the missing data.

4.1.4 Verification Report

The verification report should provide the results of the teams' findings and conclusions on the implementation of ODS production phase-out annual programme. The report should include as annexes the complete questionnaires.

4.2 VERIFICATION OF HFC-23 DESTRUCTION

Before the field verification, the verification team, should send a Questionnaire to the plant to be audited and obtain the completed Questionnaire containing baseline enterprise information, annual data

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reported for the year by the enterprise (in two stages) and a copy of the sector agreement approved by the Executive Committee. The team should consider

During the destruction audit, the verification team should have full access to the daily logs and the financial records to validate the data provided by the plant in the Questionnaire.

Based on the field findings against the data provided by the plant in the Questionnaire, the verification team should prepare its verification report for submission to the Executive Committee and attach the filled-in Questionnaire to its report.

4.2.1 Questionnaire for data collection

The Questionnaire should be completed by the plant (in two stages) to be audited and made available to the verification team before the field visit to the plant. Thus, the verification team would have in hand before departure:

- (i) name and location of producers.
- (ii) contact at the corporate headquarters and plant site.
- (iii) number of days in production of HCFC-22 (operational days) for each month at the plant site, to estimate the quantity of HFC-23 generated as a by-product during the manufacture of HCFC-22.
- (iv) monthly production data of HCFC-22 monitored at the plant site.
- (v) initial and any subsequent calibrations of the gas chromatographs, scales, and flowmeters used to measure the quantities reported.
- (vi) consumption and procurement data for reactants (including factors to account for quantities that typically remain unreacted) in tons, by reactant, over the year.

4.2.2 Verification steps before departure

- (i) review the data provided on HFC-23 generation, emissions and destruction by the enterprise.
- (ii) compare actual emissions to annual quota assigned (Maximum allowable emissions of Annex F, Group II substances per 100 kg of Annex C; Group I substances produced (kg) as per the agreement approved by the Executive Committee.
- (iii) ensure access to daily logs and official records as necessary for the verification of information provided by the producer.

4.2.3 Verification steps at the plant site

- (i) Verify the estimated quantity of HFC-23 produced, using methodology approved in 2023¹. The provider shall complement this.
- (ii) Verify the estimated quantity of HFC-23 emitted. HFC-23 emitted would be estimated by the following equation:

¹ This will be provided by the National Ozone Unit.

$$E_{23} = G_{23} - (S_{23} + OD_{23})$$

where:

- E_{23} = mass of HFC-23 emitted annually (metric tons)
- G_{23} = mass of HFC-23 generated annually (metric tons)
- S_{23} = mass of HFC-23 packaged for sale annually (metric tons)
- OD_{23} = mass of HFC-23 sent off-site for destruction (metric tons)

- (iii) verify the data provided on the consumption of reactants (including factors to account for quantities that typically remain unreacted) in metric tons, by reactant
- (iv) verify the mass of materials other than HCFC-22 and HFC-23 (i.e., unreacted reactants, HCl and other byproducts) that are permanently removed from the process over the year; and
- (v) report on the methodology for tracking startups, shutdowns, and malfunctions and HFC-23 generation/emissions during these events

Emissions that occur because of startups, shutdowns, and malfunctions can be both significant and atypical, an accurate accounting of facility emissions must address HFC-23 production and emissions that occur because of startups, shutdowns, and malfunctions. To ensure that these emissions are accounted for, facilities should either record HFC-23 production and emissions during these events or should document that these events do not result in significant HFC-23 production and/or emissions.

4.2.4 Verification Report

The verification report should provide the results of the team’s findings and conclusions on the implementation of the project to control and phase out HFC-23 by-product emissions at Quimobásicos. The report should include as annexes the completed questionnaires.

5 LOCATION

The services will be rendered remotely, with a field visit to Monterrey, Mexico.

6 TIME SCHEDULE for the verification report services for the year 2025:

Expected period of contract: 1 November - 31 March

<i>schedule of activities</i>	<i>deadlines for submission</i>
Preparation of the detailed work plan, covering the two stages of the verification: Questionnaire* designed for collecting initial data on HCFC-22 production. Questionnaire* designed for collecting initial data on HFC-23 destruction. Proposed schedule for field visit * The questionnaires may be merged into one for the purposes	no later than two weeks after the contract signature date
Collect company data for the months of January to September 2025 Review and analyze information provided for the first verification stage	No later that 15 January 2026

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Prepare a progress report including the first stage main findings	
Collect company data for the months of October to December 2025 Review and analyze information provided for the second verification stage Conduct field verification audit of HCFC-22 production in 2025 and HFC-23 destruction. Prepare a progress Verification report including the second stage main findings	No later than 10 March 2026
Prepare the Final verification report Submission of verification reports, encompassing the audits on: Independent verification audit of HCFC-22 production. Independent verification audit of HFC-23 destruction. The final verification report must include the amounts of HCFC-22 produced, the amounts of HFC-23 by-product generated, and the amounts of HFC-23 that were destroyed, stored, sold, and/or vented.	No later than 31 March 2026
Provision of clarifications, additional information and/or a revised version of the verification reports, to assist UNIDO during negotiation with the MLF Secretariat and Executive Committee on issues and/or questions in connection with the verification reports	Clarifications to be provided to UNIDO HQ to support communication with MLF on verification reports, as and when requested by UNIDO

7 DELIVERABLES AND TIMELINE for the verification services for the year 2025

The selected/awarded Service Provider is requested to undertake the described activities and submit regular progress and final reports (electronic copy), in English to UNIDO in line with the following schedule or as advised by the Project Manager. Payments will be released after receipt and acceptance by UNIDO of the respective deliverables as per the percentages indicated below.

Payment	Deliverables	Timeline	Payment (%)
First	Work plan covering the two stages of the verification	Upon contract signature and	20%

		acceptance of the work plan.	
Second	Progress report including the main findings of the first verification stage	No later than 15 January 2026	40%
Third	Prepare a progress Verification report including the second stage main findings	No later than 10 March 2026	20%
Fourth	Final verification report including the amounts of HCFC-22 produced, the amounts of HFC-23 by-product generated, and the amounts of HFC-23 that were destroyed, stored, sold, and/or vented	No later than 31 March 2026	20%

The Contractor must provide the documents to UNIDO in electronic form, consisting of a PDF file and the original working files (Word, PowerPoint, Excel, etc.). The electronic copy can be provided via e-mail if the nature and size of the file allows for this.

8 TECHNICAL QUALIFICATION REQUIREMENTS

8.1 Language

Supplier must possess the fluency in written and spoken English and Spanish. The working languages for the contract are English and Spanish.

8.2 Personnel Requirements

The minimum number of personnel to be assigned by the contractor is two team members.

- Proven experience is required in the analytical and practical evaluation of independent verification reports on Ozone-Depleting Substances (ODS). At least 3 evidence must be attached (projects/contracts)
- Experience in the field of pollutant monitoring methodologies is required.
- Availability to travel and visit the monitored plant to verify the destruction process is required.
- Experience in executing projects for the elimination of ozone-depleting substances (ODS), particularly in the practical and environmental aspects of ODS substitution is desirable
- Knowledge of UNIDO's and the Multilateral Fund's work procedures is required.
- Experience in data collection/audits/verification procedures on controlled substances under the Montreal Protocol, including chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs) and hydrofluorocarbons (HFCs) is required.
- Established presence in Mexico is desirable, in the case of international consultants without local offices, it is requested the availability to travel on February 2026 to Monterrey and Mexico City.
- Key personnel should have an academic background in engineering, social sciences, economics, business administration, or a related field with experience in data collection/audits/verification procedures.
- Working knowledge of the refrigeration and air-conditioning sectors or chemical production sector of Mexico is an asset.

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8.3 Similar past Experience

The supplier must have verifiable experience from at least three completed ODS verifications, as documented in contracts.

9 TECHNICAL EVALUATION CRITERIA (Please also refer to Appendix 2 Qualification Requirements and Evaluation Criteria):

- Full compliance with the requirements defined in the Terms of References, including but not limiting to role and responsibility of the Service Provider, language requirements, deliverable terms, timeline, field research requirements, etc.
- Quality and completeness of the proposal:
 - The proposal should contain a detailed description of the services to be provided and the key experts/personnel to be assigned for the preparation of the above-mentioned documents. All deviations from the Terms of Reference should be clearly indicated in the proposal.
- Experience:
 - The bidder shall provide a list of minimum three references of similar projects in past three years. These references should be described, including highlighting relevant overlaps in methodology to what is necessary here.
- Key personnel qualifications:
 - The bidder shall provide list and CVs of key personnel participating in the execution of this contract and a description of their roles and responsibilities in the project
 - Description of the selection strategy and conditions for the recruitment of national experts
- Availability and willingness to travel to Monterrey, Mexico

10 SUBMISSION OF OFFER

The proposal shall contain at least all the sections listed below:

- Certification of incorporation/ business registration
- Detailed description of services and every major milestone including the approach to complete the activities described in Paragraph 4
- Detailed work plan, including time frame and responsibilities. Description of responsibilities distribution among contractor's team members
- Narrative description of the methodology as part of the proposal
- Financial proposal clearly listing various cost items; detailed and itemized cost breakdown (e.g. daily expert fee, materials, travel, etc.).
- Reference to previous experiences made in the matter of interest and location/access to the area selected in Mexico
- CVs of the proposed expert/s team

All deviations from the Terms of Reference should be clearly indicated and explained in the offer. Partial and/or non-binding offers will be rejected.

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11. COST OF THE CONTRACT

The cost proposal shall be prepared for the above services (i.e. verification report period November 2025 to March 2026) together with confirmation that the same terms and conditions incl. costs will be granted to UNIDO for same/similar orders for at least two-yearly verifications (i.e. 1st verification starting November 2025 to March 2026, 2nd verification starting November 2026 to March 2027). Thereafter, price adjustment may be applied. If the bidder wishes to apply a price adjustment as of the 3rd verification (i.e. as of November 2027) this must be clearly stated in the proposal and respective increase indicated in %.

The cost proposal for the above service should include all the expenses related to the verification including travel, per diem, accommodation, communications, printing, among others.

BANK INFORMATION FORM

1. Important: Please provide *complete* and *correct* bank details as required below. The beneficiary is responsible for the banking data provided in this form. UNIDO is not responsible for any delay in payments resulting from changes in banking information which have not been promptly communicated to UNIDO, nor will bear any charges resulting from incorrect and incomplete information provided in this form.

2. Any changes to the banking details should be communicated by using a new Bank Information Form, as requests by email will not be accepted.

3. The undersigned authorizes UNIDO to contact the bank for confirmation/verification of information provided, if necessary.

Note: Only one bank account in the name of the beneficiary will be accepted. No third-party payee is allowed.

BANK DETAILS	<input type="checkbox"/> New <input checked="" type="checkbox"/> Update existing account <input type="checkbox"/> Additional account
NAME AND ADDRESS OF ACCOUNT HOLDER	INTI - CENTROS DE INVESTIGACION 34-54668706-8 AVDA. Gral. PAZ 5445 - Edificio N°5 - SAN MARTIN - PCIA. De BS.AS.
BANK NAME AND ADDRESS TELEPHONE AND EMAIL	Banco de la Nación Argentina Avenida de los Constituyentes N° 5451 - 1431 República Argentina +54 9 0810-666-4444
ACCOUNT NUMBER	310.160/91
IBAN (INT'L BANK ACCOUNT NO.)	110093820000310160911
BIC OR SWIFT CODE	NAC NAR BA XXX
LOCAL BANK CODE/BRANCH CODE (e.g. US ABA, UK sort code, IND IFSC, AT Blz, etc.)	NACNARBA
CORRESPONDENT BANK	Banco de la Nación Argentina ACH (AUTOMATED CLEARING HOUSE) AND FED WIRE TRANSFES (ONLY FOR USA)
DATE	SIGNATURE OF AUTHORIZED PERSONNEL
22/09/2023	
	NAME AND TITLE OF THE SIGNATORY (PRINT)
	Alberto Santos Capra Director of BCRC - Argentina
Note: The below is to be filled out by UNIDO for new/or change of VMD only:	
VERIFIED WITH (FROM VENDOR SIDE: NAME & TITLE)	Received by PRO via Rfx (SAP system)
TELEPHONE NUMBER	
VERIFIED BY UNIDO PERSONNEL (NAME)	Marco Hemetsberger IF-2026-02061726-APN-P#INTI
DATE	06. October 2023
SIGNATURE	Página 37 de 37



República Argentina - Poder Ejecutivo Nacional

**Hoja Adicional de Firmas
Informe gráfico**

Número: IF-2026-02061726-APN-P#INTI

CIUDAD DE BUENOS AIRES

Miércoles 7 de Enero de 2026

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Rocio Victoria Laiz Quiroga
Analista técnico
Presidencia
Instituto Nacional de Tecnología Industrial

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Date: 2026.01.07 11:58:27 -03:00



República Argentina - Poder Ejecutivo Nacional
Año de la Grandeza Argentina

Hoja Adicional de Firmas
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