CALL FOR PROPOSALS 2025/OSER/004

Consultancy to support the development of standard operating procedures for sampling, processing and sharing of biological collections and genetic data from the Area

DEADLINE FOR SUBMISSION: 24 October 2025

BACKGROUND

1. The International Seabed Authority (ISA) is an international organization established under the United National Convention on the Law of the Sea (UNCLOS) and the Agreement relating to the Implementation of Part XI of the United National Convention on the Law of the Sea (1994 Agreement). ISA is the organization through which States Parties to UNCLOS organize and control activities in the Area, particularly with a view to administering the resources in accordance with the regime for the seabed and the ocean floor and subsoil thereof beyond the limits of national jurisdiction (the Area) established in the 1994 Agreement.
2. ISA is required to ensure the effective protection of the marine environment from harmful effects that may arise from activities in the Area. ISA is also mandated to promote and encourage marine scientific research in the Area and the transfer of technology and scientific knowledge relating to activities in the Area, especially to developing States, so that all States Parties benefit therefrom.
3. All ISA contractors conduct environmental studies as part of their obligations under the current ISA exploration regulations. During exploration activities, each contractor collects biological samples and shares the collections with various scientific experts for the studies in accordance with the recommendations of the Legal and Technical Commission (LTC).
4. ISA launched the Deep-sea Biobank Initiative at the Third United Nations Ocean Conference in June 2025 in Nice, France, to facilitate global access to biological samples and genetic data from the Area. The Deep-sea Biobank Initiative also aims to enhance a standardized approach to sampling, processing and sharing of these valuable resources by developing standard operating procedures (SOPs). A group of experts in various relevant disciplines will be invited to prepare draft SOPs for further discussion and validation by an international expert workshop to be organized in late 2026.
5. In this context, ISA is seeking a contractor with requisite experience and expertise, especially in deep-sea biological sampling and processing methodologies, deep-sea biological and genetic analyses and data-collection and management of biological collection facilities.
6. Proposals in line with the scope of work in the appended Terms of Reference are to be submitted via email to rfp@isa.org.jm on or before 24 October 2025.
7. Proposals should be concise and reflect a clear methodology demonstrating the competence and expertise of the potential contractor to carry out the tasks described in the Terms of Reference and include an itemized financial proposal. The résumé of every team member who is assigned to this project should be attached to the proposal.
8. Potential contractors are to send their requests for clarifications or questions regarding this call for proposals (CfP) via email at rfp@isa.org.jm.

GENERAL INSTRUCTIONS

9. Proposals must be submitted electronically in PDF format. All documents must be signed and dated by an authorized representative of the contractor. The proposal must be submitted as a single PDF file. The proposal, including all supporting documents, shall not exceed 10 pages.
10. The currency for fees quoted must be United States dollars (USD) and should be valid for a minimum period of 60 days.
11. Submission of a proposal shall be deemed to constitute an acknowledgement by the applicant of the General Conditions of Contracts for the Services of Contractors and Individual Contractors (Annex C).
12. It is the responsibility of the potential contractor to ensure that proposals reach the Secretariat on or before the deadline.
13. The Secretariat implements a zero-tolerance policy on fraud and other proscribed practices, including corruption, unethical practices and obstruction. The Secretariat is committed to preventing, identifying and addressing all such acts and practices against ISA and third parties involved in its activities.
14. The Secretariat requests that every potential contractor prevent and avoid conflicts of interest by disclosing clearly any involvement or possible conflict of interest in the preparation of their proposal.
15. Requests for information/clarification regarding this CfP can be sent via email to rfp@isa.org.jm.
16. This CfP is conducted in accordance with the procurement principles contained in the Financial rules of ISA: best value-for-money, fairness, integrity and transparency, effective international competition and the interest of ISA.

ANNEX A

Consultancy to support the development of standard operating procedures for sampling, processing and sharing of biological collections and genetic data from the Area

TERMS OF REFERENCE

ORGANIZATIONAL CONTEXT

ISA contractors conduct environmental studies as part of their obligations under the current ISA exploration regulations. During exploration activities, each contractor collects biological samples and shares the collections with various scientific experts for the studies in accordance with the recommendations of the ISA LTC. The samples are then archived in different collection facilities while the biological data are publicly shared through ISA DeepData.

Building on the LTC recommendations, a standardized approach to sampling, processing and sharing of biological collections and genetic data can be further enhanced to not only increase the data quality and utility, but also maximize efficient use of the already collected samples and data for further research and capacity-building activities.

To this end, the ISA Deep-sea Biobank Initiative was launched at the Third United Nations Ocean Conference in June 2025 in Nice, France, to facilitate global access to biological samples and genetic data from the Area, including through the development of SOPs for sampling, processing and sharing of these valuable resources.

The SOPs will enhance data standardization and research collaboration, while maximizing the use of collected samples and facilitating regional-scale analyses and comparative studies. This will effectively contribute to advancing the work of ISA in developing scientifically robust environmental management measures, monitoring activities in the Area, promoting marine scientific research in the Area and ensuring that activities in the Area benefit all humankind.

With growing interest in deep-sea resources and emerging technologies and policies, the SOPs will be a meaningful and timely tool to promote effective governance of resources in areas beyond national jurisdiction. This will also support future implementation of the Agreement under the United Nations Convention on the Law of the Sea on the Conservation and Sustainable Use of Marine Biological Diversity of Areas beyond National Jurisdiction (BBNJ Agreement) and facilitate cooperation between the two regimes, maximizing synergies and ensuring a complementary approach. The development of the SOPs will consider provisions of the BBNJ Agreement, where relevant. The SOPs will be periodically reviewed and adapted to evolving scientific knowledge, technologies and policy frameworks.

OBJECTIVE

This consultancy aims to support the development of SOPs for sampling, processing and sharing of biological collections and genetic data from the Area. The consultancy will support the work of the group of experts established to prepare draft SOPs, as well as the organization of an international expert workshop that will discuss and validate the draft SOPs.

SCOPE OF SERVICES

Working under the direct supervision of the Associate Programme Management Officer of the Office of

Stewardship, Environment, and Resources (OSER), the contractor shall

1. Support the work of the group of experts on preparing draft SOPs on sampling, processing and sharing of biological collections and genetic data from the Area, including
    a. compiling and analysing relevant data and information
    b. preparing a provisional structure of the SOPs
    c. facilitating discussions of the group of experts and supporting the drafting of the SOPs and
    d. preparing summaries of key considerations, findings and knowledge gaps identified.
2. Support the organization of an international expert workshop to discuss and validate the draft SOPs, including
    a. preparing draft Terms of Reference and programme of the workshop
    b. preparing background documents to inform the workshop discussions
    c. delivering a presentation on the draft SOPs and facilitating relevant workshop discussions
    d. facilitating the management of participants and
    e. drafting the workshop report and relevant information materials and briefing notes.

OUTPUTS

Under the direct supervision of the Associate Programme Management Officer of OSER and overall supervision of the Director of OSER, the selected contractor will produce the following outputs:

- Output 1: Consultancy workplan
- Output 2: Provisional structure of the SOPs
- Output 3: Summaries of initial key considerations, findings and knowledge gaps
- Output 4: Draft SOPs for review
- Output 5: Revised draft SOPs and final summaries of key considerations, findings and knowledge gaps
- Output 6: Draft Terms of Reference and programme of the expert workshop
- Output 7: Background documents and a presentation on the draft SOPs to inform the workshop discussions
- Output 8: Draft workshop report for review
- Output 9: Final workshop report, information materials and briefing notes.

QUALIFICATIONS

Mandatory:

- Experience in collecting, processing and managing deep-sea biological and genetic samples.
- Experience in collecting, analysing and sharing marine biological and genetic data and information.
- Experience in drafting scientific documents and reports for various audiences, as well as facilitating scientific discussions and communicating findings with a wide range of stakeholders.

Desirable:

- Knowledge of the ISA activities, especially on environmental baseline studies.
- Knowledge of the BBNJ Agreement, especially related to Part II on marine genetic resources.
- Experience in developing and applying standardized scientific methodologies.

SUBMISSION OF PROPOSALS

Proposals shall be submitted by email to rfp@isa.org.jm by 24 October 2025. When submitting the proposal, potential contractors shall attach

- Annex B – Bidder general information form
- Proposal including a) a list of competences and experiences required for this consultancy, b) a workplan and delivery strategy and c) an itemized financial proposal
- A résumé of each team member to be directly involved in the consultancy

SELECTION/EVALUATION

All proposals will be evaluated by a Committee based on the following:

- Profile, qualifications and experience of the contractor (70 per cent):
    1. Relevant scientific and technical qualifications, experiences and knowledge (60 per cent)
    2. Experience in drafting documents and reports for a wide range of stakeholders (10 per cent)
- Financial evaluation (30 per cent):
    1. Competitiveness and completeness of the financial proposal with clear and reasonable justifications

Only shortlisted proposals will be contacted for further discussion.

A procurement contract shall be awarded to the qualified proposer whose proposal, all factors considered, is the most responsive to the requirements set forth in this CfP.

MODALITIES OF WORK

The work shall be performed at the contractor's home base with scheduled virtual meetings with the staff of the Secretariat, as required.

To facilitate timely and accurate outcomes by the contractor, the Associate Programme Management Officer of OSER, under the overall supervision of the Director of OSER, will make reasonable and practical efforts to respond promptly to the contractor's queries and provide the necessary reference material as identified by the contractor, where feasible.

MONITORING

The contractor will report to and receive guidance from the Associate Programme Management Officer of OSER, under the overall supervision of the Director of OSER, who will review and approve the deliverables/outputs following close consultation and cooperation with the relevant offices in the

Secretariat.

PAYMENT

The agreed fees between the Secretariat and the selected contractor will be reflected in a contract signed by both parties.

Payments shall be made in instalments upon presentation of an invoice in USD, based on the agreed rates and subject to any agreed modifications made in accordance with this contract and duly certified by the Director of OSER.

ANNEX B

Consultancy to support the development of standard operating procedures for sampling, processing and sharing of biological collections and genetic data from the Area

BIDDER GENERAL INFORMATION FORM

Date: (day, month, year)
Page ___ of ___
Maximum length: three pages

Full name:
Legal address:
Email address:
Nationality:
Please detail your experience in collecting, processing and managing deep-sea biological and genetic samples:
Please detail your experience in collecting, analysing and sharing marine biological and genetic data and information:
Please detail your experience in drafting scientific documents and reports for various audiences, as well as facilitating scientific discussions and communicating findings with a wide range of stakeholders:
Please detail your experience, skills and expertise related to the desirable qualifications listed in the Terms of Reference:
Are you involved in any pending legal proceedings of which ISA should be aware? Please provide details.

Name of duly authorized officer: Signature: Date:

ANNEX C

Consultancy to support the development of standard operating procedures for sampling, processing and sharing of biological collections and genetic data from the Area

GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICES OF CONTRACTORS AND INDIVIDUAL CONTRACTORS

I. Legal status

1. The contractor or individual contractor shall have the legal status of an independent contractor vis-à-vis the International Seabed Authority. The contractor [Any representative or employee of the contractor][1] shall not be regarded, for any purposes, as being either a staff member of the Authority, under the Staff Regulations and Rules of the Authority, or an official of the Authority, for purposes of the Protocol on the Privileges and Immunities of the ISA. Accordingly, nothing within or relating to the contract shall establish the relationship of employer and employee, or of principal and agent, between the Authority and the contractor.

[1] Where the contractor is an institutional or corporate contractor, the term "contractor" as used in the present General Conditions includes its representatives and employees.

II. Standards of conduct

2. The contractor shall neither seek nor accept instructions from any authority external to the ISA in connection with the performance of the obligations under the contract. Should any authority external to the Authority seek to impose any instructions on the contractor regarding the contractor's performance under the contract, the contractor shall promptly notify the Authority and shall provide all reasonable assistance required by the Authority. The contractor shall not take any action in respect of the performance of the contract or otherwise related to the contractor's obligations under the contract that may adversely affect the interests of the Authority, and the contractor shall perform the obligations under the contract with the fullest regard for the interests of the Authority. The contractor warrants that the contractor has not offered and shall not offer any direct or indirect benefit arising from or related to the performance of the contract or the award thereof to any representative, official or employee of the Authority. The contractor shall comply with all applicable laws, ordinances, rules and regulations bearing upon the performance of the obligations under the contract.

3. The contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the contract. In addition, nothing herein shall limit the right of the Authority to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate action.

4. The contractor may not at any time communicate any information to any other person, Government or authority external to the Authority or known to them by reason of their association with the Authority that has not been made public, except in the course of their duties or by authorization of the Secretary-General or any designate by the Secretary-General; nor shall the contractor at any time use such information to private advantage. These obligations do not lapse upon termination of the contract with the Authority.

III. Title rights, copyrights, patents and other proprietary rights

5. Title to any equipment and supplies that may be furnished by the Authority to the contractor for the performance of any obligations under the contract shall rest with the Authority, and any such equipment shall be returned to the Authority upon completion of work under the contract or when no longer needed by the contractor. Such equipment, when returned to the Authority, 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

the Authority for any damage or degradation of the equipment beyond normal wear and tear.

6. The Authority 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 that the contractor has developed for the Authority under the contract and that bear a direct relation to or are produced, prepared or collected in consequence of, or during the course of, the performance of the contract, and the contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Authority. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the contractor: (a) that pre-existed the performance by the contractor of the obligations under the contract; or (b) that the contractor may develop or acquire, or may have developed or acquired, independently of the performance of the obligations under the contract, the Authority does not and shall not claim any ownership interest thereto, and the contractor grants to the Authority a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the contract. At the request of the Authority, 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 the Authority in compliance with the requirements of the applicable law and of the contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and other data compiled or received by the contractor under the contract shall be the property of the Authority, shall be made available for use or inspection by the Authority at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to authorized officials of the Authority upon completion of work under the contract.

IV. Confidential nature of documents and information

7. Information and data that are considered proprietary by either the Authority or the contractor or that are delivered or disclosed by one of them ("discloser") to the other ("recipient") during the course of performance of the contract, and that is designated as confidential ("information") shall be held in confidence and shall be handled as follows: the recipient of such information shall 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 the recipient may use the discloser's information solely for the purpose for which it was disclosed. The recipient may not disclose confidential information to any other party unless with the discloser's prior written consent. Subject to and without any waiver of the privileges and immunities of the Authority and its officials, the contractor may disclose information to the extent required by law, provided that the contractor will give the Authority sufficient prior notice of a request for the disclosure of information in order to allow the Authority to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. The Authority may disclose information to the extent required pursuant to the United Nations Convention on the Law of the Sea and the Agreement relating to the Implementation of Part XI of the United Nations Convention on the Law of the Sea of 10 December 1982, and the rules, regulations and procedures of the Authority. 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 is developed at any time by the recipient completely independently of any disclosures hereunder. 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 contract, shall remain effective following any termination of the contract.

8. Confidential information means information that:

(a) Is by its nature confidential

(b) Is designated by the Authority as confidential

(c) The contractor knows or ought to know is confidential

9. Confidential information does not include information that:

(a) Is or becomes public knowledge by means other than by breach of the contract

(b) Is in the possession of the contractor without restriction to disclosure before the date of receipt from the Authority

(c) Has been independently developed or acquired by the contractor

(d) Was in the possession of the contractor prior to the commencement date of the contract

(e) Is obtained by the contractor from a third party that is free to divulge the same

10. The Authority may at any time require the contractor to give a written undertaking, in a form required by the Authority, relating to the non-disclosure of confidential information. In the written undertaking, the contractor is required to acknowledge that the provisions of article 168 of the United Nations Convention on the Law of the Sea related to the responsibilities of the staff of the Authority apply, mutatis mutandis, to the contractor. The contractor shall promptly arrange for all such undertakings to be given.

V. Travel, statement of good health and service-incurred death, injury or illness

11. If the contractor is required by the Authority to travel beyond commuting distance from his or her usual place of residence, such travel shall be at the expense of the Authority and shall be governed by conditions equivalent to the relevant provisions of the administrative instruction of the Authority on official travel. In such cases, the travel expenses borne by the Authority shall not exceed the cost of travel by the least costly economy class regularly available or its equivalent when by air, unless a higher standard is approved in advance by, or on behalf of, the Secretary-General of the Authority.

12. Prior to the commencement of the contractor's services in any offices or premises of the Authority or before engaging in any travel required by the Authority or connected with the performance of the contract, the contractor shall submit a certificate of good health provided by a medical practitioner for himself or herself, or for the representative or employee concerned, and certify that he or she, or the representative or employee concerned, is in possession of medical or health insurance during the period of the contractor's services. The contractor shall provide such a certificate of good health and certification of the medical or health insurance that includes medical treatment as soon as practicable following the signature of the contract. The contractor warrants the accuracy of any such certificate of good health, including but not limited to confirmation that the contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

13. The contractor shall be responsible for assuming all costs that may be incurred in relation to the certificate of good health and medical or health insurance.

14. In the event of the death, injury or illness of the contractor that is attributable to the performance of services on behalf of the Authority under the terms of the contract while the contractor is travelling at the Authority's expense or is performing any services under the contract in any offices or premises of the Authority, [the representative or employee of] the contractor or his or her dependants, as appropriate, shall be entitled to compensation equivalent to that provided under appendix B to the Staff Rules of the Authority.

VI. Prohibition on assignments and modifications

15. The contractor may not assign, delegate, transfer, pledge or make any other disposition of the contract, of any part thereof or of any of the rights, claims or obligations under the contract except with the prior written authorization of the Authority, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licences or other forms of agreement concerning any goods or services to be provided under the contract shall not be valid and enforceable against the Authority or in any way constitute an agreement by the Authority thereto, unless any such undertakings, licences or other forms of agreement are the subject of a valid written undertaking by the Authority.

16. No modification or change in the contract shall be valid and enforceable against the Authority unless provided by means of a valid written amendment to the contract signed by the contractor or a duly authorized representative thereof and a duly authorized representative of the Authority.

VII. Subcontractors

17. In the event that the contractor requires the services of subcontractors to perform any obligations under the contract, the contractor shall obtain the prior written approval of the Authority for any such subcontractors. The Authority may, at its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefor, and such rejection shall not entitle the contractor to claim any delays in the performance or to assert any excuses for the non-performance of any of the obligations under the contract. The contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract 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. The contractor shall not assign work to be performed under the contract to any person other than those accepted by the Authority in the form of written notification.

VIII. Use of the name, emblem or official seal of the Authority

18. The contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that the contractor has a contractual relationship with the Authority; nor shall the contractor in any manner whatsoever use the name, emblem or official seal of the Authority or any abbreviation of the name of the Authority in connection with its business or otherwise without the written permission of the Authority.

IX. Indemnification

19. The contractor shall indemnify, defend and hold and save harmless the Authority and its officials, agents and employees from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including but not limited to all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or relating to:

(a) Allegations or claims that the use by the Authority of any patented device, any copyrighted material or any other goods or services provided to the Authority for its use under the terms of the contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party

(b) Any acts or omissions of the contractor or of any subcontractor or anyone directly or indirectly employed by them in the performance of the contract that give rise to legal liability to anyone not a party to the contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation

X. Insurance

20. The contractor shall pay the Authority promptly for all loss, destruction or damage to the property of the Authority caused by the contractor or of any subcontractor or anyone directly or indirectly employed by them in the performance of the contract.

21. The contractor shall be solely responsible for taking out and for maintaining adequate liability and property damage insurance required to meet any of the obligations under the contract and in respect of any tort action or tort claim arising out of the contractor's acts or omissions related to the contract, as well as for arranging, at the contractor's sole expense or at that of its representative or employee, such life, health and other forms of insurance as the contractor may consider to be appropriate to cover the period during which the contractor provides services under the contract. The contractor shall, upon request by the Authority, provide proof of such insurance.

22. The contractor acknowledges and agrees that none of the insurance arrangements that the contractor

may make shall in any way be construed to limit the contractor's liability arising under or relating to the contract.

XI. Encumbrances and liens

23. The contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the Authority against any moneys due to the contractor or to 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.

XII. Force majeure and other changes in conditions

24. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the contractor shall give notice and full particulars in writing to the Authority of such occurrence or cause if the contractor is thereby rendered unable, wholly or in part, to perform the obligations and meet the responsibilities under the contract. The contractor shall also notify the Authority of any other changes in condition or the occurrence of any event that interferes or threatens to interfere with the contractor's performance of the contract. Not more than 15 days following the provision of such notice of force majeure or other changes in condition or occurrence, the contractor shall also submit a statement to the Authority of estimated expenditures that will likely be incurred for the duration of the change in condition or the event. Upon receipt of the notice(s) required hereunder, the Authority shall take such action as it considers, at its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the contractor of a reasonable extension of time in which to perform any obligations under the contract.

25. If the contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform the obligations and meet the responsibilities under the contract, the Authority shall have the right to suspend or terminate the contract on the same terms and conditions as provided for below, under "Termination", except that the period of notice shall be five days instead of any other period of notice. In any case, the Authority shall be entitled to consider the contractor permanently unable to perform the obligations under the contract in the case of the contractor's suffering any period of suspension in excess of 30 days.

26. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, strikes or other labour disturbances, riots, floods, storms, earthquakes, fires 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.

XIII. Termination

27. Either party may terminate the contract before the expiry date of the contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be 5 days in the case of contracts for a total period of less than two months and 14 days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a cause for or otherwise to be in itself a termination of the contract.

28. The Authority may, without prejudice to any other right or remedy available to it, terminate the contract forthwith in the event that: (a) the contractor is adjudged bankrupt, is liquidated or becomes insolvent, applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the contractor is granted a moratorium or a stay or is declared insolvent; (c) the contractor makes an assignment for the benefit of one or more of the contractor's creditors; (d) a receiver is appointed on account of the insolvency of the contractor; (e) the contractor offers a settlement in lieu of bankruptcy or receivership; or (f) the Authority reasonably determines that the contractor has become subject to a materially adverse change in the financial condition that threatens to endanger or otherwise substantially affect the ability of the contractor to perform any of the obligations under the contract.

29. In the event of any termination of the contract, upon receipt of notice of termination by the Authority,

the contractor shall, except as may be directed by the Authority in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the contract to a close in a prompt and orderly manner and, in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the contract had been completed, would have been required to be furnished to the Authority thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that the Authority may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the contract that is in the possession of the contractor and in which the Authority has or may be reasonably expected to acquire an interest.

30. A contractor may terminate the contract if: (a) the Authority is in arrears of any payment due under the contract for more than 30 days; (b) the Authority is in breach of any of the terms or conditions under the contract.

31. In the event of any termination of the contract, the Authority shall only be liable to pay the contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of the Authority in accordance with the requirements of the contract. Additional costs incurred by the Authority resulting from the termination of the contract by the contractor may be withheld from any amount otherwise due to the contractor from the Authority.

XIV. Non-exclusivity

32. The Authority shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the contract, from any other source at any time.

XV. Taxation

33. Article 183 of the United Nations Convention on the Law of the Sea provides, inter alia, that within the scope of its official activities, the Authority, its assets and property, its income and its operations and transactions, authorized by the Convention, shall be exempt from all direct taxation, and that goods imported or exported for its official use shall be exempt from all customs duties. The Authority shall not claim exemption from taxes that are no more than charges for service rendered.

34. In the event that any governmental authority refuses to recognize the exemptions of the Authority from such taxation and customs duties, the contractor shall immediately consult with the Authority to determine a mutually acceptable procedure. The Authority shall have no liability for taxes, duty or other similar charges payable by the contractor in respect of any amounts paid to the contractor under the contract, and the contractor acknowledges that the Authority will not issue any statements of earnings to the contractor in respect of any such payments.

XVI. Settlement of disputes

35. Amicable settlement. The Authority and the contractor shall use their best efforts to amicably settle any dispute 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 applicable Conciliation Rules of the United Nations Commission on International Trade Law (UNCITRAL), or according to such other procedure as may be agreed between the parties in writing.

36. Arbitration. Any dispute between the parties arising out of the contract, or the breach, termination or invalidity thereof, unless settled amicably as provided above, shall be referred by either of the parties to arbitration in accordance with the applicable UNCITRAL Arbitration Rules. The number of arbitrators shall be three. The language to be used in arbitral proceedings shall be English. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. 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.

XVII. Privileges and immunities

37. Nothing in or relating to the contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Authority and its officials.

XVIII. Miscellaneous

38. The contract may be executed by parties with the use of electronic signatures in several counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.

39. The contract embodies the entire agreement and understanding between the contractor and the Authority and supersedes any and all prior agreements and understandings between parties.