



CALL FOR PROPOSALS 2026/EOSG/001

Consultancy for design and implementation of the Authority's website

DEADLINE FOR SUBMISSION: 20 October 2026

BACKGROUND

1. The International Seabed Authority (ISA) is an international organization established under the United Nations Convention on the Law of the Sea (UNCLOS) and the Agreement relating to the Implementation of Part XI of the United Nations 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 international seabed 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's website serves as the organization's primary digital gateway, providing access to regulatory information, scientific knowledge, institutional resources and corporate communications for a diverse global community, including Member States, contractors, scientists, academia, civil society, the media and the public.
3. Over time, ISA's digital ecosystem has expanded to include a portfolio of websites, repositories and information services that collectively support its mandate. While significant investments have been made in individual systems, opportunities exist to strengthen the overall user experience, improve information architecture and content governance, and create a more connected digital interface and enhanced user experience across the Authority's online services.
4. ISA is therefore seeking an experienced digital partner to support the next phase of its digital transformation. The successful Contractor will work collaboratively with ISA to assess the current digital landscape and define a future-state vision (Phase 0 - Discovery and Strategic Planning) and deliver a modern corporate website (Phase I - Corporate Website Design and Implementation) that provides a strong foundation for future digital services and the continued evolution of ISA's wider digital ecosystem.
5. Proposals may be submitted by established web development agencies, digital transformation firms, or consortia. Individual consultants are not eligible due to the scale and complexity of the engagement.
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 **20 October 2026**.
7. Proposals should be concise, reflect a clear methodology and demonstrate the competence and expertise of the potential contractor to carry out the tasks described in the Terms of Reference, together with an itemized financial proposal. Résumés/CVs of the key personnel proposed for this project should be attached to the Technical Proposal.
8. The consultancy will be guided by the following principles: Collaborative delivery through shared planning, coordination and decision-making; Iterative validation of key deliverables at agreed milestones; transparency in project reporting, risk management and issue resolution;

knowledge transfer through ongoing collaboration, documentation and capacity building.

GENERAL INSTRUCTIONS

1. Proposals must be submitted electronically in PDF format. All documents must be signed and dated by an authorized representative of the contractor. Each submission shall comprise two clearly labelled PDF files: (i) a Technical Proposal and (ii) a Financial Proposal. The Technical Proposal shall not exceed 10 pages, excluding Annex B, certificates and résumés/CVs. The Financial Proposal shall be submitted separately and shall not be included in the Technical Proposal.
2. The currency for fees quoted must be United States dollars (USD) and should be valid for a minimum period of 60 days.
3. 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).
4. It is the responsibility of the potential contractor to ensure that proposals reach the Secretariat on or before the deadline. Proposals received after the deadline or incomplete proposals will not be considered.
5. 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.
6. 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.
7. Requests for information/clarification regarding this CfP can be sent via email to rfp@isa.org.jm.
8. 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 for design and implementation of the Authority's website

TERMS OF REFERENCE

ORGANIZATIONAL CONTEXT

The ISA currently operates a portfolio of digital platforms supporting its regulatory, scientific, governance/legal and corporate/administrative functions. Together, these services form the broader digital ecosystem within which the corporate website operates.

This consultancy aims to support the Authority's digital transformation with an assessment of the current digital landscape denominated Phase 0 - Discovery and Strategic Planning, and the implementation of a Phase I - Corporate Website Design and Implementation.

The table below provides information regarding main platforms within the Authority's current digital environment:

PLATFORM	PURPOSE	RELEVANCE TO THIS ENGAGEMENT
Corporate Website	Stakeholder-facing website (Member States, Sponsoring States, Observers, Contractors, Media)	Primary platform for redesign and CMS implementation.
KODHA	Digital Library	Improve discoverability with clear linkages to main website, metadata and user journeys.
Meeting Documentation	Official Records	Improve navigation, search and long-term access.
Meeting Registration - Indico	Online registration of session delegates	Clear linkages to existing Indico platform.
DeepData	Marine Spatial data Platform	Improve navigation and user journeys while maintaining platform independence.
Seabed Mining Register (In development)	Regulatory Register	Improve website discovery and future interoperability while maintaining platform independence
Capacity Development Dashboard	Programme Reporting	Improve visibility and connections from the corporate website.

OBJECTIVE

The consultancy aims to establish strategic, functional and technical foundations for the Authority's continued digital evolution by implementing a fit-for-purpose, accessible and user-centered corporate website and content management system (CMS).

SCOPE OF SERVICES

While the implementation scope of this consultancy is limited to Phase 0 (Discovery and Strategic Planning) and Phase I (Corporate Website Design and Implementation), potential contractors are encouraged to consider how the proposed website and CMS can improve user journeys across these services and establish a foundation for further future integration.

The detailed scope, format, acceptance criteria and production schedule for each deliverable will be confirmed during project inception.

The selected contractor shall deliver Phase 0 (Discovery and Strategic Planning) and Phase I (Corporate Website Design and Implementation) below, in close collaboration with ISA.

Phase 0 – Discovery and strategic planning

The purpose of Phase 0 is to establish a shared understanding of ISA's digital landscape, validate stakeholder and user requirements, and define the strategic, technical and implementation foundations for Phase I and the future evolution of ISA's digital ecosystem.

The Contractor shall:

1. Discovery & Stakeholder Engagement
 - Conduct consultations and user research across ISA's key stakeholders.
 - Review existing digital platforms, content, governance and business processes.
 - Validate user needs, requirements and success measures.
2. Digital Strategy & Information Architecture
 - Assess the current website and digital ecosystem.
 - Develop recommendations for information architecture, navigation and content governance.
 - Define the future-state website structure and user journeys.
3. Digital Services Assessment

As part of the broader discovery process, the Contractor shall assess ISA's priority digital services and recommend opportunities to strengthen the overall user experience, interoperability and long-term sustainability of the digital ecosystem. This shall include, at a minimum:

- assessing the current institutional repository, including its suitability, alignment with organizational requirements and relevant UN standards, and recommending the most appropriate long-term approach, including enhancement of the existing solution or migration where justified;
- identifying opportunities to improve user journeys, navigation and content discoverability across priority digital services; and
- developing recommendations and a prioritized implementation roadmap that clearly distinguishes the Phase I baseline from optional or future-phase improvements.

4. Technical Definition

- Review the existing technical environment and identify front-end and CMS requirements.
- Define technical requirements, integration dependencies and implementation approach for Phase I.
- Establish key roles and responsibilities for contractor, and inhouse web development team.
- Develop recommendations that support the future evolution of ISA's wider digital ecosystem.

Phase I – Corporate Website and Implementation

The purpose of Phase I is to design, develop and implement a modern corporate website and CMS that delivers the approved Phase 0 vision while establishing a scalable foundation for future digital evolution. The Contractor shall:

1. UX/UI Design

- Produce the visual design system.
- Develop responsive page templates and reusable design components.
- Validate designs with ISA before implementation.

2. Front-End Development & CMS Implementation

- Develop the front-end application.
- Configure and implement the CMS.
- Develop reusable components and templates.
- Implement accessibility, multilingual capability and SEO best practices.

3. Collaborative Technical Delivery

- Work collaboratively with ISA's internal web development focal points throughout implementation.
- Coordinate front-end and CMS implementation with ISA's back-end development, API integration, hosting infrastructure and enterprise system integration activities.
- Provide the technical documentation, configuration guidance and support required to ensure successful end-to-end implementation.

4. Connected Digital Services

Where approved following Phase 0, the selected contractor shall implement agreed website-facing enhancements to priority digital services as part of Phase I. This may include:

- Enhancing the institutional repository through improved navigation, accessibility, discoverability and user experience/interface.
- Implementing approved repository enhancements and migration activities, where applicable.
- Improving user journeys and front-end access across priority digital services.
- Working with ISA's internal web development focal points to ensure seamless integration with back-end systems, APIs and hosting infrastructure.
- Ensuring initial links and connection between the ISA corporate website and the other digital platforms in the ecosystem.

5. Content Migration & Quality Assurance
 - Drive content migration planning with support from the internal ISA team.
 - ISA to assist with content validation.
 - Conduct testing and resolve any defects before delivering the product.
6. Training, knowledge Transfer and handover
 - Deliver administrator training.
 - Provide user documentation.
 - Transfer source code, configuration and technical documentation.

OUTPUTS

The principal deliverable of this consultancy is a fully implemented, fit-for-purpose corporate website, including its front-end application and content management system (CMS), delivered in collaboration with ISA's internal web development focal points and ready for integration into ISA's technical environment.

- Present Phase 0 findings, recommendations and proposed roadmap to ISA leadership for review and approval.
- Deliver all documentation and project outputs in English.

Phase 0 – Discovery and Strategic Planning

1. Discovery and consultation report
 - A consolidated current-state assessment covering the corporate website and priority digital services, stakeholder/user research, validated requirements, success measures, key risks and dependencies.
2. Website Strategy and Definition Package
 - Approved website vision, information architecture, navigation, user journeys, content strategy/governance, functional requirements and UX concepts.
3. Technical and Implementation Strategy
 - Recommended front-end and CMS architecture, integration dependencies, technical specifications, digital-service recommendations and a prioritized implementation roadmap for Phase I and future phases.

Phase I – Corporate Website Design and Implementation

4. Corporate Website
 - Fully designed and implemented corporate website.
 - Responsive front-end application.
 - Reusable design system and component library.
 - WCAG 2.2 AA-compliant user interface.

- Multilingual capability.
- Search engine optimization (SEO) & Generative engine optimization (GEO).

5. Institutional Repository

- Enhance integration between the corporate website and ISA's institutional repository by improving content discoverability, navigation and user experience.
- Where approved following Phase 0, implement agreed repository enhancements or migration activities.
- Ensure the solution supports interoperability with ISA's wider digital ecosystem

6. Content Management System

- Fully configured and operational CMS.
- Content models and reusable templates.
- Editorial workflows.
- User roles and permissions.
- Content migration.

7. Technical Integration & Deployment

- Deliver the front-end application and CMS.
- Support integration with ISA's back-end systems, APIs and hosting environment.
- Complete Transfer to ISA of all deliverables, including source code, CMS configuration, design assets, documentation and related intellectual property

QUALIFICATIONS

Mandatory eligibility and qualification requirements

- Legal registration and operating history: the bidder must be a legally registered entity that has operated continuously for at least seven (7) years. A certificate of incorporation or registration, or equivalent official evidence showing the date of establishment, must be submitted. For a consortium, the lead member must meet this operating-history requirement; all consortium members must be legally established and their respective roles clearly identified.
- Comparable delivery history: at least three (3) completed website, digital platform or digital transformation projects of comparable scale or complexity within the past five-ten (5-10) years, supported by the case studies and client references required under the Technical Proposal.
- Complex institutional environment: at least one (1) submitted case study must involve a public-sector, regulatory, scientific, international or similarly complex multi-stakeholder institution. Experience with a United Nations entity or intergovernmental organization will receive additional consideration in the technical evaluation rather than being a mandatory condition.

- Repository and search experience: at least one (1) submitted case study must involve a document repository, digital library, knowledge platform or other large document corpus with substantive search and discovery functionality. The same case study may satisfy this requirement and the preceding requirement.
- Delivery capacity: the proposed team must cover the multidisciplinary capabilities required for the assignment, including project management, user research and information architecture, UX/UI design, front-end and CMS implementation, and relevant specialist support.
- Technical proposals should also demonstrate relevant capability in the following areas:
 - Digital strategy, product management and service design.
 - Stakeholder engagement, user research and information architecture.
 - UX/UI design, design systems and digital accessibility.
 - Corporate website design, front-end development and modern content management systems.
 - Content strategy, multilingual delivery and content migration.
 - Experience working with document repositories or online libraries.
 - Integration of front-end applications with enterprise systems, repositories and APIs.
 - Quality assurance, testing, performance optimization and deployment support.
 - Documentation, knowledge transfer and long-term platform sustainability.

Desirable Qualifications

The following experience may be relevant to the published technical evaluation criteria where directly applicable. It is not a separate eligibility requirement and will not attract points outside those criteria:

- United Nations, intergovernmental or international public-sector organizations.
- Multilingual enterprise websites and institutional knowledge repositories.
- AI-ready web architectures and emerging digital capabilities.
- Marine science, ocean governance or environmental information systems.
- Human-centred design and design thinking facilitation.
- Data Visualization, geospatial experience

SUBMISSION OF PROPOSALS

Proposals shall be submitted by email to rfp@isa.org.jm no later than 20 October 2026. When submitting the proposal, potential contractors shall attach the following:

Technical Proposal

- Relevant Experience: Provide three (3) case studies for comparable projects completed within the past five-ten (5-10) years. Collectively, the case studies should demonstrate delivery of a website, digital platform or digital transformation of comparable scale or complexity; close collaboration in a complex multi-stakeholder institutional environment, identifying UN or intergovernmental experience where applicable; work with a document repository, digital library or other large document corpus; and modern on-site search and discovery functionality. A single case study may demonstrate more than one area. Each case study should identify the client, dates, the bidder's specific role and contribution, scope, scale or complexity, principal technologies or solution,

outcomes achieved, a live URL where available, and a client reference contact.

- Proposed Team: organizational structure for the consultancy, roles and responsibilities, relevant experience of key personnel, and anticipated level of effort.
- Proposed Methodology: A description of the proposed approach to delivering Phase 0 (Discovery and Strategic Planning) and Phase I (Corporate Website Design and Implementation), including:
 - discovery and stakeholder engagement;
 - user-centered design and front-end development;
 - CMS implementation and proposed collaboration with ISA's internal web development team;
 - project governance, quality assurance and risk management; and
 - knowledge transfer and organizational capability building.
- Delivery Plan: A schedule outlining key activities, deliverables, milestones, indicative timeline and resource allocation.
- Risks and Assumptions: Key assumptions, dependencies, risks and recommendations that may influence successful delivery.

Financial Proposal

- A cost breakdown by phase, deliverable and key personnel;
- Professional fees or reimbursable expenses; and
- Pricing assumptions, distinguishing the mandatory Phase 0 and Phase I scope from any optional or future-phase work, which shall be separately identified and priced.

The Technical and Financial Proposals must be submitted as separate PDF files. Financial information should not be included in the Technical Proposal.

Annex B - Completed

Alternative Approaches

ISA welcomes innovative proposals and recognizes that bidders may recommend methodologies, technologies or delivery approaches that differ from those outlined in this RFP. Such recommendations should be clearly justified and demonstrate how they contribute to achieving the objectives of the engagement while supporting long-term sustainability, maintainability and value for money.

Bidders may recommend refinements to the proposed deliverables where these strengthen the overall approach and contribute to achieving the objectives of the engagement, provided that the intended outcomes of Phase 0 and Phase I are fully met.

If recommendations are additional to the scope of services, they are to be presented in an additional PDF file.

SELECTION/EVALUATION

All proposals will be evaluated by a designated Evaluation Committee in accordance with ISA procedures. Evaluation will proceed through eligibility screening, technical evaluation and financial evaluation as set out below.

Stage 0: Eligibility and Administrative Compliance

Prior to technical scoring, ISA will confirm compliance with the mandatory eligibility requirements under QUALIFICATIONS and the submission requirements above. Only proposals meeting all mandatory requirements will proceed to technical evaluation.

Stage 1: Technical Evaluation (Technical Proposal)

Technical Proposals will be scored out of 100 points. Only proposals obtaining a minimum Technical Score of 70/100 will proceed to Stage 2. Technical scoring will be based on the evidence presented in the proposal and supporting materials. ISA may invite shortlisted bidders to a clarification meeting, design presentation or technical demonstration to validate the written proposal.

1. Understanding of ISA's Objectives & Proposed Approach (15 points). Evaluation will consider understanding of ISA's mandate, user groups, information environment and project objectives; the quality and feasibility of discovery, stakeholder engagement and user research; information architecture and UX/UI, including accessibility and multilingual delivery; content governance and migration; and overall methodological coherence, quality assurance, risks and dependencies.
2. Relevant Organizational Experience & Case Studies (20 points). Evaluation will consider the relevance and complexity of the three case studies; evidence of successful end-to-end delivery and measurable outcomes; collaboration with complex institutional clients, including UN/intergovernmental experience where applicable; repository/digital-library experience; modern search and discovery capability; relevant multilingual and WCAG 2.2 AA accessibility experience; and the quality and verifiability of references.
3. Technical Approach, CMS, Search & Integration Readiness (30 points). Evaluation will consider the proposed front-end and CMS approach; CMS content models and editorial workflows; search and discovery architecture; relevant experience with OpenSearch and search/content APIs; performance, security, accessibility and scalability; understanding of ISA-retained technical responsibilities; and approach to collaboration, knowledge transfer and avoiding unnecessary vendor lock-in.
4. Team Capability & Resource Commitment (20 points). Evaluation will consider the composition, roles, seniority and directly relevant experience of the core team; user research, information architecture and UX/UI capability; technical architecture, front-end and CMS capability; access to specialist expertise; proposed level of effort, availability and continuity of key personnel; and experience working effectively in multidisciplinary teams and complex institutional environments.
5. Project Management & Collaborative Delivery (15 points). Evaluation will consider project governance, workplan, milestones and delivery controls; communication and reporting; collaboration with ISA technical, content and stakeholder focal points; risk, dependency and change control; and documentation, knowledge transfer and handover.

Total Technical Score: 100 points.

Stage 2: Financial Evaluation (Financial Proposal)

Only Financial Proposals from bidders achieving the minimum Technical Score of 70/100 will be evaluated.

Financial Proposals will be assessed on the basis of overall value for money and their consistency with the bidder's Technical Proposal. The Evaluation Committee will consider, as appropriate:

- the overall price for the mandatory Phase 0 and Phase I scope;

- the completeness and transparency of the proposed cost breakdown;
- the reasonableness and realism of the proposed pricing in relation to the scope, methodology, level of effort and proposed team;
- the competitiveness of the proposal relative to other technically qualified submissions;
- the clarity and appropriateness of pricing assumptions and any reimbursable costs; and
- any financial or delivery risks arising from material omissions, inconsistencies or apparent underpricing.

Separately priced optional or future-phase work will not form part of the financial evaluation unless expressly identified by ISA as part of the evaluated scope.

ISA may seek clarification where a Financial Proposal appears incomplete, materially inconsistent with the Technical Proposal or proposed level of effort or otherwise requires clarification. Any such clarification shall not permit a bidder to materially revise its financial offer.

Financial Proposals will contribute 20 per cent of the overall evaluation. The Evaluation Committee will apply a consistent financial assessment methodology, established and documented before the Financial Proposals are evaluated, taking account of the factors above.

Overall Evaluation and Award

The overall evaluation will give a weighting of 80 per cent to the Technical Proposal and 20 per cent to the Financial Proposal.

The technical and financial assessments will be considered together in determining which proposal offers the best overall value to ISA. Particular consideration will be given to the quality and suitability of the proposed technical solution, the bidder's demonstrated capability and delivery approach, and the reasonableness and sustainability of the proposed financial offer.

Subject to eligibility, responsiveness, satisfactory due diligence and any clarifications permitted under ISA procedures, the Evaluation Committee will recommend for award the qualified proposer whose proposal, all factors considered, is most responsive to the requirements of this Call for Proposals and offers the best overall value to ISA.

ISA is not obliged to select the lowest-priced proposal. The Evaluation Committee will document the basis for its recommendation.

MODALITIES OF WORK

This consultancy intends a shared delivery model in which both parties work collaboratively throughout the consultancy to ensure a seamless, maintainable and integrated solution:

- The Service Provider leads discovery, UX/UI design, front-end development and CMS implementation.
- ISA's in-house web development team anticipated to lead back-end development, API integration, hosting infrastructure, and enterprise system integration.

The appropriate governance and communication approach, including project meetings, milestone reviews and reporting mechanisms will be decided before the signing of the contract.

The contractor shall be expected to:

- Conduct a project kick-off meeting within three (3) weeks of contract signature, including project initiation activities and confirmation of the detailed work plan.
- Facilitate stakeholder workshops and discovery sessions online with ISA Headquarters during Phase 0.
- Participate in regular progress meetings with the ISA Project Manager and designated project team throughout the engagement.

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

To facilitate timely and accurate delivery of outputs, the project focal point will make reasonable efforts to respond promptly to the contractor's queries and provide, where feasible, the necessary reference material as identified by the contractor.

MONITORING

Deliverables and outputs will be approved by the project manager following close consultation and cooperation with the relevant offices within the Secretariat.

PAYMENT

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

Payments will 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 the contract and duly certified by the senior management of the Authority.

Below the indicative schedule that would be tied to payments:

Phase/Milestone	Indicative Timing	Key Output
Kick off & mobilization	Month 1	Project initiation and work plan
Phase 0	Months 1–3	Discovery, strategy and implementation roadmap
Milestone 1	End Month 3	Phase 0 approved
Phase I	Months 4–10	Website design and development, CMS design and development and delivery of connected digital services
Milestone 2	Month 8	Design and development substantially complete
Milestone 3	Month 10	Final implementation, go to live, delivery of documentation, training and handover

ANNEX B

Consultancy for design and implementation of the Authority's website

BIDDER GENERAL INFORMATION FORM

Date: (day, month, year)

Page ____ of ____

Maximum length: three pages

Full name:
Legal address:
Country of Registration:
Year of establishment:
Organization Type:
Primary contact name and title:
Phone number:
Email address:
Nationality:
Provide a concise overview of your understanding of the consultancy, summarized proposed solutions and key strengths.
Provide details of the multidisciplinary team in charge of delivering the assignment. Especially, demonstrated capability in the following areas: • Project management / digital product leadership; user research, information architecture and UX/UI design; technical architecture, front-end development and CMS implementation; and • Access to specialist expertise as required for content/migration, accessibility, multilingual implementation, search, quality assurance, integration and cybersecurity.
Do you have any existing or prior contractual relationship with ISA, its staff, or affiliated Service Providers that could constitute a conflict of interest? ☐ Yes ☐ No If yes, please provide full details:
Are you involved in any pending legal proceedings of which the Authority should be aware? Please provide details.
By submitting this proposal, the undersigned confirms that the organization has not offered, and will not offer, any direct or indirect benefit to any ISA official, staff member, or evaluation committee

member in connection with this procurement.

Name of duly authorized officer:

Title:

Signature:

Date:

ANNEX C

Consultancy for design and implementation of the Authority's website

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 International Seabed Authority. 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 International Seabed Authority 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.