

**INVITATION TO BID - ITB/ICMP/HQ/010925 –
ONLINE LEARNING PLATFORM**

1. The International Commission on Missing Persons (ICMP) is an intergovernmental organization with its Headquarters located at Koninginnegracht 12, 2514AA, The Hague, the Kingdom of the Netherlands. ICMP works with governments, civil society, justice institutions, and other organizations throughout the world to address the issue of missing persons. Its mandate includes securing the cooperation of governments and other authorities in locating persons missing as a result of armed conflicts, human rights abuses, natural and man-made disasters, and other involuntary reasons, and to assist them in doing so. More about ICMP and its mandate can be found on ICMP's website.
2. ICMP invites true and compliant bids in response to the instructions and specifications indicated below.

I. INSTRUCTIONS TO BIDDERS

- (a) Any bid submitted in response to this Invitation to Bid (ITB) will be regarded as an offer by the bidder (Offer) and does not constitute or imply the acceptance of the Offer by ICMP. ICMP is under no obligation to award a contract to any bidder as a result of this ITB;
- (b) ICMP reserves the right to rescind this ITB at any time and without cause before a contract is awarded to the successful bidder;
- (c) Offering an inducement of any kind or failing to declare a conflict of interest in relation to this ITB, will disqualify an Offer from being considered;
- (d) All costs incurred for the preparation and submission of Offers are to be borne by the bidders and will not be reimbursed by ICMP;
- (e) All Offers must be in the English language and submitted by email. Offers can be submitted in PDF format via a single email not exceeding 20 MB in size to tender@icmp.int with the email subject "**ITB/ICMP/HQ/010925**", **by 15:00 CET on 18 November 2025**. Offers received after this time and date will be rejected;
- (f) All Offers submitted shall be **valid until 31 December 2025** and during which the bidder may not modify the terms of the Offer in any respect;
- (g) The submission of an Offer in response to this ITB shall not be construed as the bidder's acceptance of all terms and conditions stipulated herein. A bidder's review of such terms and conditions shall be confirmed at a later stage, following the evaluation of offers and prior to the conclusion of a contract, if ICMP finds the bidder's offer to be competitively priced and technically compliant. Bidders are also required to confirm that in the case of award of a contract, they will review and to the extent possible accept ICMP's General Terms and Conditions ICMP.CS.96.5.doc (GTC) attached as Annex I, subject to any reasonable requests for deviation;
- (h) During the bidding period ICMP may provide additional information solely for the purpose of clarifying the ITB documents. Such information will be published as an addendum to the ITB using the same publication media as used for the original ITB. If considered necessary, the closing date for Offers will be extended;
- (i) Should bidders have questions regarding this ITB, such questions shall be sent a minimum of 5 (five) working days before the closing date for the Offer. Answers will be

- published as per item I (h) except that the source of the question will not be published;
- (j) The bidder must possess good knowledge of spoken and written business English to enable a smooth collaborative working with the ICMP;
 - (k) Responses to this ITB must be made using Appendices I (Technical Response Template) and II (Financial Response Template). The response submission may include a brochure about the Platform;
 - (l) The bidder guarantees that its Offer submitted to ICMP will be free from any form of computer virus and will not contain corrupt content;
 - (m) Offers which are incomplete, or which do not comply with the submission requirements laid out in this ITB will not be considered by ICMP;
 - (n) Bidders are to provide evidence (as detailed in Appendix I, Part B, 4.7) of: (i) time in business; (ii) financial stability; and (iii) previous experience with sales of same/similar services/Platform;
 - (o) This ITB and its Appendices and Annexes have been published in English on ICMP's website at <https://www.icmp.int/about-us/procurement/>, as well as through ICMP's LinkedIn page at <https://nl.linkedin.com/company/international-commission-on-missing-persons-icmp->;
 - (p) Offers will be evaluated in accordance with Sections II through VII of this ITB;
 - (q) All Contractors, subcontractors, and manufacturers doing business with ICMP should maintain high ethical standards and respect international human rights laws. They should not take part in child labor, sexual exploitation, or human trafficking, and ensure decent working conditions for their staff. ICMP reserves the right to reject bidders that do not meet these standards;
 - (r) Bidders will not have and will not, directly or indirectly, engage in any business activity that contravenes any sanctions imposed by governmental authorities, the European Union, or the United Nations;
 - (s) ICMP reserves the right to screen bidders selected for contract award to ensure compliance with any ICMP donor requirements and its internal regulatory framework;
 - (t) If a contract is awarded, ICMP reserves the right to terminate it, if it finds that illegal or corrupt practices have taken place in connection with the contract award or execution.

II. SCOPE OF BID

- 3. ICMP is seeking bids from qualified Vendors to provide an online learning platform with open courses in accordance with the instructions and specifications indicated in this ITB.
- 4. The bidder shall provide access to an online learning platform that offers a broad and relevant course catalogue, ensures engaging learning experience, provides robust reporting and analytics, is user-friendly, and offers strong customer support. Pricing should be transparent and based on cost per user (approximately 180 users) for potential (1) one year or (2) two year contracts.

III. TARGET USERS

- 5. The online learning platform will primarily be used by ICMP staff across various departments and functions. Therefore, the system must support ICMP's wider learning objectives for its staff and enable administrators from ICMP to monitor and support staff learning journeys effectively. The platform should also accommodate scalability as staff numbers grow.

IV. REQUIRED QUALIFICATIONS OF BIDDERS

6. Bidders must meet the following minimum qualifications:
 - Proven experience and organizational capacity in providing online learning platforms with open course catalogues to medium or large organizations (preferably international);
 - Demonstrated ability to provide technical support to users of varying levels of digital literacy;
 - Ability to comply with ICMP's data security, privacy, and confidentiality requirements.

V. SUBMISSION REQUIREMENTS

7. Bidders are requested to submit a complete proposal that includes:
 - Company profile including legal registration, and years of experience;
 - Technical Proposal: detailed description of the platform, course catalogue, and how it meets the requested technical requirements;
 - Pricing Proposal: detailed cost per user, including any licensing fees, or additional charges;
 - References: at least two clients (preferably similar organizations) with contact information.

VI. PRICES

- Prices to be fixed and firm and not subject to change;
- All Offers shall be provided in Euros, and payment will be in Euros;
- Applicable duties and taxes shall be shown separately;
- Offers shall be submitted using the Appendices provided by ICMP;
- Payment terms shall be agreed upon by the Parties prior to the conclusion of a contract.

VII. DELIVERY

Full ICMP staff access to the platform should be operational by 31-Dec-2025.

VIII. EVALUATION OF OFFERS

8. If ICMP decides to award a contract, it will be under the best value for money principle. In that case, the bidder with a competitively priced offer, that is technically accepted, shall be awarded the contract with consideration of price, delivery time, after sales service, compliance with technical specifications, and all other requirements mentioned in this ITB noting that agreement on GTCs and payment terms has to be reached prior to the conclusion of a contract.
9. In the above paragraph, the term "technically accepted" refers to the ability of a bidder to provide a Platform that meets, and hopefully exceeds, the requirements and deliverables outlined in sections II to VII.

APPENDIX I: BIDDER'S TECHNICAL RESPONSE

(This Form must be submitted to ICMP using the bidders' official letterhead)

We, the undersigned, hereby offer to supply the deliverables listed Sections II-VII of ITB:
ITB/ICMP/HQ/010925.

General Information

ITB reference	ITB/ICMP/HQ/010925	Currency of quotation (3-letter code)	EUR
Date ITB published	5-Nov-2025	Quotation validity period	31-Dec-2025
Time and date ITB closes	18-Nov-2025 (@15:00HRS CET)	Required delivery date	By 31-Dec-2025
Contract Award date	5-December-2025	Required delivery destination	Koninginnegracht 12, 2514 AA Den Haag, Netherlands.
ITB point of contact	<u>Tender@icmp.int</u>	Required delivery terms and conditions	The bidder will comply with ICMP's delivery terms and conditions

Part A. Company Information

Company name	
Company address	
Company/business registration number	
Email	
Phone	
Contact Person	

Part B. Technical Response (in English)

4.1. Be able to provide the required Learning Platform which should, at a minimum, meet the specifications set out in this ITB.	<i>Word summary limit: 1,000 words or may include a brochure with complete specifications about the Platform.</i>
4.2. Proven experience and organizational capacity in providing online learning platforms to medium or large organizations (preferably international).	YES / NO

<p>4.3. Demonstrated ability to provide technical support to users of varying levels of digital literacy.</p>	<p><i>Word summary limit: 500 words</i></p>
<p>4.4. Be Ability to comply with ICMP’s data security, privacy, and confidentiality requirements.</p>	<p><i>YES/NO</i></p>
<p>4.5. Are willing, upon award of a contract, to review and to accept to the greatest extent possible the GTC (Annex I), subject to reasonable requests for deviation.</p> <p><i>Please indicate either YES or NO in your response.</i></p>	<p>YES / NO In case of deviation(s), stipulate which terms and conditions are requested to be deviated from:</p>
<p>4.6. Possess good knowledge of spoken and written business English to enable smooth collaborative working with ICMP.</p> <p><i>(Please indicate either YES or NO in your response)</i></p>	<p>YES / NO</p>
<p>4.7. Qualification – bidders to provide evidence of:</p> <ul style="list-style-type: none"> • Time in business (preferably three years), e.g. provision of company registration certificate, trade license or commercial circular, etc. • Financial stability (preferably over most recent three years) e.g. provision of audited financial statements (if available). Otherwise, unaudited financial statements certified by the company’s director or accountant or a bank letter confirming account in good standing. • Provide proof of sales of the same/similar Services to key users, during the past three years as evidenced by client references, products sold, and contract values. 	<p><i>Word summary limit: 500 words</i></p>

Part C. Name and Signature of the Bidder’s Authorized Person

Name		
Position		
Signature		Date:

APPENDIX II: BIDDER'S FINANCIAL RESPONSE

(This Form must be submitted to ICMP using the bidder's official letterhead)

We, the undersigned, hereby offer to supply the Deliverables listed in Sections II-VII of ITB:
ITB/ICMP/HQ/010925

	Price per User	Unit Price (EUR)	VAT (EUR)	Total Price (EUR)
Cost of online subscription to the Online Learning Platform	For 1 year			
	For 2 years			

- (i) ICMP will choose the 1-year or 2-year contract based on price competitiveness and its budget;

Details of bidder's bank account for payments:

Account Holder Name:	
Account Holder Address:	
Account Number (IBAN):	
BIC:	
Bank Name:	
Bank Address:	

Note: The successful bidder(s) will be required, prior to Contract award, to provide banking details in a letter from the bank identified above.

Name and Signature of the Bidder's Authorized Person

Name	
Position	
Signature	
Date	

ANNEX I

GENERAL TERMS AND CONDITIONS ("GTC")

SECTION I: GENERAL

1. Definitions

In the Contract, the following terms have the meaning assigned to them in this Article:

CONFLICT OF INTEREST means any situation involving competing professional and/or personal objectives, which could either intervene with the fulfillment of the Contractor's obligations under the Contract or create an appearance of such conflict;

CONTRACTOR means the legal or natural person specified in the Contract, together with any legal successor(s) in title;

DAY means any calendar day;

DELIVERABLES means either the Services and/or the Goods identified in the Contract;

DELIVERY DATE(S) means, as applicable, the exact or latest possible date(s) by which the Contractor shall provide the Services or deliver the Goods to ICMP under the Contract;

FORCE MAJEURE means any unforeseeable and irresistible act of nature including fire and flood, acts of State bodies, acts of war (whether declared or undeclared), invasion, revolution, terrorism or other occurrence of a similar scale that prevents or impairs performance of the Contract, provided that such act is not attributable to the fault or negligence of either Party and cannot be prevented by it. Neither strikes or labour stoppages, nor civil unrest, shall constitute Force Majeure;

GOODS means any and all of the products to be supplied by the Contractor to ICMP under the Contract, including any replacement parts furnished pursuant to a warranty or otherwise, regardless of whether the Price(s) for such Good(s) is or are separately indicated;

ICMP means the International Commission on Missing Persons;

OFFER means the commercial proposal submitted by the Contractor, whether in response to a Solicitation Document or otherwise;

PARTY/PARTIES means ICMP and the Contractor referred to either individually or collectively;

PLACE(S) OF DELIVERY means the location(s) where the Services are to be rendered and/or, if applicable, the Goods are to be delivered under the Contract;

PRICE(S) means the price(s) of the Deliverables or Services;

SERVICES means any and all services to be provided by the Contractor to ICMP under the Contract, including but not limited to applicable consultancy, report, design work, creation or licensing of intellectual property, training, installation, maintenance, repair or other after-sales service; and

SOLICITATION DOCUMENT means if and as applicable the Request for Quotations, Invitation to Bid, Invitation to Tender, or Request for Proposals issued by the ICMP.

2. Independent relationship and tax liability

2.1. The Contractor is engaged as an independent contractor for the sole purpose of providing the Deliverables. Nothing in the Contract shall be construed as creating a partnership, joint venture, agency or employer-employee agreement of any kind. Neither Party shall be authorized to bind the other legally, financially or otherwise except as explicitly indicated in the Contract.

2.2. Unless otherwise specified in the Contract, payment of all taxes relating to provision of the Deliverables shall be the exclusive responsibility of the Contractor, and ICMP shall have no obligation to withhold or pay such taxes on the Contractor's behalf.

3. Non-exclusivity

3.1. Unless otherwise specified in the Contract, ICMP shall have no obligation to purchase any minimum quantity of Services or Goods from the Contractor, and ICMP shall retain the right to obtain Services or Goods of the same kind, quality, and quantity described in the Contract from any other source at any time.

4. Disclaimer

4.1. Except as expressly indicated in the Contract, ICMP makes no warranty whatsoever with respect to any document or material (including but not limited to diagrams, blueprints, charts, and schemes) provided by ICMP to the Contractor in connection with the Deliverables. The Contractor shall be responsible for independently assessing the accuracy of such data before taking any action or incurring any subsequent expense in relation thereto. ICMP shall provide the Contractor with reasonably required access for this purpose.

SECTION II: CONTRACTOR'S OBLIGATIONS REGARDING DELIVERABLES

5. Obligations for Deliverables

5.1. The Contractor shall ensure that the Deliverables:

5.1.1. Are of the quality(ies), quantity(ies) and description(s) required by, and conform to the terms of reference or technical specifications of, the Contract;

5.1.2. Fully comply with applicable laws, ordinances, rules and regulations; and

5.1.3. Are free from any right or claim of a third party, including rights based on industrial or intellectual property.

- 5.2. Time shall be of the essence in the provision of the Deliverables.
- 5.3. The Services shall be performed with due care, efficiency and diligence, in accordance with the best industry practices.
- 5.4. The Contractor shall adhere to the highest standard of care in safeguarding or using ICMP property while such property is in its possession or subject to its care, custody or control, and the Contractor shall be responsible for any loss or damage resulting from its failure to do so.
- 5.5. Any correction or re-performance of any Service reasonably required by ICMP in its sole judgment shall be done at the expense of the Contractor.
- 5.6. Any term of an applicable e warranty that is more favourable than or in addition to paragraphs 2 through 4 of this Article shall apply to the Contract.
- 5.7. Where applicable, the Contractor's obligations under this Article shall survive completion, expiration, cancellation or termination of the Contract.

SECTION III: GENERAL OBLIGATIONS OF THE CONTRACTOR

6. Intellectual property

- 6.1. Except to any extent that the Contractor has granted a license to ICMP, ICMP shall be entitled to all intellectual property, including without limitation copyrights, patents, trademarks, and trade secrets, with regard to any products, documents or other materials related to, produced or collected pursuant to the Contract. The Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the ICMP.

7. Observance of law and standards

- 7.1. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of the Contract, including but not limited to labour laws and health and safety standards.
- 7.2. Attainment of any license, permit or authorization that is required for the provision of the Deliverables shall be the sole obligation of the Contractor. Should any governmental entity refuse, delay or hinder the Contractor's ability to obtain any such license, permit or authorization, the Contractor shall immediately notify the ICMP.
- 7.3. The Contractor shall neither directly nor indirectly engage in any business activity that contravenes sanctions imposed by the following entities:
- HM Treasury's Office of Financial Sanctions Implementation – Financial sanctions: consolidated list of targets;
 - United Kingdom Home Office – Proscribed terrorist groups or organisations;
 - European Union – Consolidated list of sanctions;
 - United Nations – United Nations Security Council Sanctions List;

- World Bank – World Bank Listing of Ineligible Firms & Individuals;
- The Office of Foreign Assets Control (OFAC) of the US Department of the Treasury.

- 7.4. Neither the Contractor nor its personnel shall, directly or indirectly, engage in any practice inconsistent with international human rights laws and standards that prevent, inter alia, child labour, sexual exploitation and trafficking in human beings.

8. Discretion and confidentiality

- 8.1. The Contractor is required to exercise the utmost discretion in all matters relating to the Contract. Unless required in connection with the performance of the Contract or expressly authorized in writing by ICMP, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with ICMP. The Contractor shall not, at any time, use such information to any private advantage. These obligations shall survive the completion, expiration, cancellation or termination of the Contract.
- 8.2. The Contractor shall not advertise or otherwise make public the fact that it is a Contractor to ICMP, or use the name, emblem, logo, official seal or any abbreviation of ICMP, without the express written consent of ICMP.

9. No assignment

- 9.1. The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof or of any of the Contractor's rights, claims or obligations under the Contract except with the express written consent of ICMP. Any assignment made without such consent shall be void and without effect.

10. No subcontracting

- 10.1. The Contractor shall not subcontract any of its obligations under the Contract without the express written consent of ICMP.

11. No conflict of interest

- 11.1. The Contractor declares that, except as may have been disclosed to the ICMP in writing, neither it nor any of its personnel has a Conflict of Interest, and that it shall immediately disclose in writing any actual or potential Conflict of Interest that later arises and await further instructions from ICMP. Any violation of this Article shall constitute a material breach, entitling ICMP to terminate the Contract with immediate effect.

12. Responsibility for personnel and instructions

- 12.1. The Contractor shall be responsible for the technical and professional competence of its personnel, and will select, for the performance of any Services or making available or delivery of any Goods, suitably qualified and competent individuals.

Initial for ICMP
ICMP Contract

Initial for Contractor

12.2. The Contractor shall neither seek nor accept instructions from any authority external to ICMP in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect ICMP and shall fulfil its commitments with the fullest regard to the interests of ICMP.

12.3. Nothing in paragraphs 1 through 2 of this Article shall be construed as creating any obligation on the part of ICMP with respect to the Contractor's personnel assigned to provide Deliverables under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

13. ICMP staff members not to benefit

13.1. The Contractor shall not grant to any official of ICMP any direct or indirect benefit or preferential treatment on the basis of the Contract or the award thereof. Any violation of this Article shall constitute a material breach, entitling ICMP to terminate the Contract with immediate effect.

14. Insurance

14.1. For the entire duration of the Contract, the Contractor shall maintain insurance coverage, in amounts required by applicable law or in the absence of legal obligations in amounts consistent with industry standards, for, at a minimum: (i) third- party claims for death, bodily injury and loss of or damage to property arising from or in connection with provision of the Deliverables; and (ii) workers' compensation.

14.2. Upon request by ICMP, the Contractor shall promptly produce documentary evidence that any required policies are in force. Additionally, the Contractor shall promptly present to ICMP any information concerning a reduction in insurance coverage.

14.3. If the Contractor fails to comply with its obligations under this Article, ICMP shall be entitled to procure equivalent insurance and, without limitation, to deduct such costs from any sums due to the Contractor.

15. Recordkeeping

15.1. The Contractor shall keep accurate and systematic accounts and records in respect of its performance of the Contract, in accordance with internationally accepted bookkeeping standards and principles.

16. Audit

16.1. The Contractor shall permit ICMP or its designated representative periodically, and up to 7 (seven) years after the completion, expiration, cancellation or termination of the Contract, to examine these accounts and records, to have them audited by third parties appointed by ICMP and to have copies made. Any price charged to ICMP for copies shall not exceed reasonable, actual expenses incurred by the Contractor.

SECTION V: PRICE, INVOICES AND PAYMENT

17. Price(s)

17.1. Except as otherwise stated in the Contract, the Price(s) of the Deliverables shall not be increased within the applicable period unless agreed in a formal amendment.

18. Invoices and VAT

18.1. All invoices shall be in original and shall reference: (i) ICMP Purchase Order number or Contract number; (ii) a description of the Services or Goods provided; (iii) the quantity(ies) of the Services or Goods provided; (iv) the unit and total Price(s) of the Services provided and any Goods delivered; and (v) the currency of the invoice and payment as specified in the Contract.

18.2. If it is later determined that the Contractor was not liable for any tax that was included in the Price paid by ICMP, or that having paid any tax the Contractor is entitled to a refund, ICMP shall have the right to deduct the full amount of excess charges by the Contractor from payments under one or more subsequent invoices. Payment of such an adjusted amount shall constitute full payment by ICMP. The Contractor shall be liable to ICMP for the full amount of excess charges, and upon a written demand by ICMP shall promptly return any amounts that are not offset by adjustments under this paragraph. This obligation shall survive the completion, expiration, cancellation or termination of the Contract.

19. Acceptance of the deliverables

19.1. ICMP shall have the right, before payment, to evaluate the Deliverables under the Contract and to verify that all Deliverables are in compliance with the Contract, including any acceptance criteria therein. The Contractor shall provide all necessary facilities for such an evaluation.

20. Payment

20.1. Unless otherwise stipulated in the Contract, ICMP shall make payment within 30 (thirty) days from the later of:

20.1.1. Satisfactory performance of the Services and/or delivery of any applicable Goods;

20.1.2. Acceptance by ICMP of Deliverables; and

20.1.3. Receipt of an original, conforming invoice issued by the Contractor.

20.2. Payment for any Deliverables by ICMP shall not be deemed an acceptance thereof.

21. Withholding of payments

21.1. Without prejudice to any other right or remedy ICMP may have, ICMP may withhold any payment or part(s) thereof to the Contractor to the extent necessary to protect ICMP from loss under the Contract on account

of any breach or default by the Contractor. Any such withholding by ICMP shall not affect the Contractor's obligation to continue performance under the Contract. ICMP shall inform the Contractor in writing of its intent to withhold payment. No interest shall accrue on payments withheld by ICMP in accordance with this Article.

22. Currency and exchange rates

- 22.1. Unless otherwise stipulated in the Contract, Solicitation Document, or as required by applicable law, each payment shall:
 - 22.1.1. Be made in US dollars (USD); and
 - 22.1.2. Be transferred to the bank account belonging to the Contractor which is accepted by ICMP. ICMP shall not effect any payment to a third-party account.
- 22.2. The Contractor shall bear all costs, fees and commissions that its bank imposes on any payment made by bank transfer.

SECTION VI: DELAYS AND INDEMNITY

23. Delay not attributable to the contractor

- 23.1. If at any time the Contractor is delayed in providing the Deliverables or in fulfilling any other obligation under the Contract due to any cause beyond the Contractor's reasonable control, including but not limited to Force Majeure, ICMP may, by written notice, extend the Delivery Date(s) or fulfillment of any other obligation for such period of time as ICMP grants at its sole discretion.

24. Indemnity

- 24.1. The Contractor shall indemnify, hold harmless and defend at its own expense ICMP, its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including without limitation costs and expenses resulting from acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract, from arranging insurance coverage under Article 15 of these GTC or engaging another contractor pursuant to Article 11 herein.
- 24.2. This Article shall include, without limitation, claims and liabilities relating to worker's compensation or the infringement of intellectual property rights.

SECTION VII: TERMINATION

25. Termination for breach and alternatives

- 25.1. ICMP may hold the Contractor in default if the Contractor fails or refuses:
 - 25.1.1. To make available or deliver any or all of the Goods or to perform the Services under the Contract, including due to the inability to obtain required authorizations pursuant to Article 8(2) of these GTC; or

- 25.1.2. To comply with any or all of the other terms and conditions set out in the Contract.

- 25.2. When the Contractor is thus in default, ICMP may, at its sole discretion:

- 25.2.1. By written notice, set a reasonable period of time for the Contractor to remedy its default; if the Contractor does not remedy its default within the additional period of time ICMP may then terminate the Contract with immediate effect; or

- 25.2.2. By written notice to the Contractor, terminate the Contract immediately in whole or in such part or parts in respect of which the Contractor is in default. In this case ICMP may engage another contractor to provide the Deliverables and recover from the Contractor any resulting additional costs.

26. Termination for insolvency, bankruptcy etc.; notice

- 26.1. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, ICMP may with immediate effect and without prejudice to any other right or remedy available to it, suspend performance of the Contractor's obligations or terminate the Contract with immediate effect, by providing the Contractor with written notice thereof.

- 26.2. Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, then ICMP may, without prejudice to any other right or remedy available to it, terminate the Contract with immediate effect by providing the Contractor with written notice thereof.

- 26.3. The Contractor shall immediately give written notice to ICMP of the occurrence of any circumstance known or likely to alter materially the Contractor's legal or financial status, including but not limited to actual or pending liquidation, reorganization, change of ownership, insolvency or bankruptcy.

27. Termination for force majeure

- 27.1. If either Party is prevented from doing, accomplishing or performing any act or thing required of such Party under the terms of the Contract for reasons any unforeseeable and/or exceptional event beyond the reasonable control of that Party acting with due diligence and amounting to Force Majeure, that Party shall give notice to the other Party immediately upon becoming aware of the cause, with a view to finding an equitable solution, using all reasonable efforts to mitigate the effects of the Force Majeure causes, in order to resume performance of its obligations, failing which, that party shall be excused from performing those obligations that the Force Majeure cause makes it impossible or unlawful for it to perform. If either Party is thereby rendered unable, wholly or in part, to meet its obligations under the Contract due to Force Majeure, the either Party may terminate the Contract with immediate effect by providing written notice to the other, thereby incurring no penalty.

SECTION VIII: FINAL PROVISIONS

28. Capacity and authority

28.1. Each Party declares that its signatory is duly authorized to enter into the Contract on behalf of, and to bind, that Party.

29. Governing language

29.1. Unless otherwise agreed by the Parties, the Contract is signed in the English language and may be translated into other languages. In case of a conflict between the English text and that of any translation, only the English text shall be considered authoritative.

30. Settlement of disputes

30.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or its interpretation. Any dispute, controversy or claim arising out of or in relation to the Contract shall be settled through negotiations between the Parties. If the Parties fail to settle the dispute amicably within 60 (sixty) days of commencement of the negotiations, the dispute shall be settled by final and binding arbitration. Arbitration shall be performed in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties, as in effect on the date of the Contract at the request of either Party, with arbitral proceedings limited to one arbitrator. The place of arbitration shall be The Hague, the Netherlands, and the language used in the arbitration proceedings shall be English.

31. Encumbrances and claims

31.1. The Contractor shall not cause or permit any claim, attachment or other encumbrance to be filed or to remain on file in any public office against any monies which the Contractor believes are due or will become due from ICMP in relation to the Contract or for any other reason.

32. Amendments

32.1. No modification, amendment or change to the Contract, or waiver of any of its provisions, shall be valid unless approved in the form of a written amendment to the Contract, signed by a duly authorized representative of each Party.

32.2. Unless otherwise specified in the Contract, a change to the person(s) acting as a Party's contractual or technical focal point(s) does not require a formal amendment, and may be affected by means of a written notification.

33. Deviations

33.1. Any deviations to the GTC shall be set out in the Purchase Contract concluded between the Parties. In case of conflict between the terms of the Purchase Contract and the GTC, the deviations in Purchase Contract shall prevail.

34. Waiver

34.1. A waiver of any breach of or default under the Contract shall not constitute a waiver of any other breach or default, and shall not affect the other terms of the Contract. The rights and remedies provided by the Contract are cumulative and are not exclusive of any other rights or remedies.

35. Severability

35.1. Should any provision of the Contract be invalid or unenforceable, the remaining provisions shall remain valid. In the place of an invalid provision, a valid provision is presumed to be agreed upon by the Parties which comes closest to the one actually agreed upon.

36. Entire agreement

36.1. Unless otherwise agreed upon in writing, the Contract, embodies the entire understanding between the Parties regarding the subject matter of the Contract and supersedes any and all prior negotiations, correspondence, understandings and agreements between the Parties regarding the subject matter of the Contract.

37. No waiver of privileges and immunities

37.1. Neither the Contract nor any part thereof shall be construed to constitute any waiver, whether expressed or implied, of any privileges and immunities that apply to ICMP, its offices, accounts, assets, officials, officers, experts, and staff.

ANNEX II

Contract
between
the International Commission on Missing Persons
and
[insert full legal name of contractor]

This Contract ("Contract") is made on [insert date], between the International Commission on Missing Persons ("ICMP"), an intergovernmental organization with its Headquarters located at Koninginnegracht 12, 2514 AA, The Hague, the Kingdom of the Netherlands ("the Netherlands"), and represented by [insert full name], [insert official job title], and the [insert full legal name] ("Contractor"), a [insert nationality, registration type, number, tax identification number, and entity registered with], with its principal place of business located at [insert full address including street number and name, city, country, postal code], represented by [insert full name], [insert official job title] (collectively referred to as the "Parties" and individually as the "Party").

WHEREAS, ICMP has a mandate that includes securing the cooperation of governments and other authorities in locating persons missing as a result of armed conflicts, human rights abuses, natural and man-made disasters, and other involuntary reasons, and wishes to [insert either purchase of goods or obtain services for] [insert type of goods/services], including [insert details on the type of goods/services];

WHEREAS, the Contractor specializes in [insert specialization] and the Contractor wishes to offer such [goods/services] in accordance with the terms and conditions set forth in this Contract and the ICMP General Terms and Conditions no. ICMP.CS.96.5 ("GTC") attached hereto (Annex I) [optional: in accordance with the provisions of this Contract, ICMP's General Terms and Conditions no. ICMP.CS.96.5 ("GTC") attached hereto (Annex I), and the Contractor's Offer dated [XX] (Annex III) in response to ICMP's Invitation to Bid ;

NOW, THEREFORE, the Parties agree as follows:

Article 1
Definitions

As used in this Contract, the terms defined in the preamble have their assigned meanings, and the following terms have the meaning assigned to them in this Article:

- a) [Insert definitions as needed, or if not needed remove the entire Article].

Article 2
Purpose and scope

In accordance with the provisions of this Contract and the GTC attached as Annex I, [optional: in accordance with the provisions of this Contract, the GTC (Annex I), and the Contractor's Offer dated [XX] (Annex III) in response to ICMP's Invitation to Bid for [include description of goods/services

(Annex III)] the Contractor shall [insert obligations] and ICMP shall compensate the Contractor for these [goods/services] in accordance with Article 4 of this Contract.

Article 3
Technical specifications of Services or Goods

1. The Contractor shall provide [insert detailed description of goods (“Goods”)/services (“Services”)] and quantities and delivery by XXX] all in accordance with Annex III to this Contract.

Article 4
Invoice and payment

1. The Parties agree that any payments due under this Contract shall be made in [insert currency such as United States Dollars] [insert (“abbreviation of currency” and “corresponding symbol”)].

2. ICMP shall compensate the Contractor [insert currency symbol and amount in numbers] [insert amount in numbers] [insert amount in letters] for the [goods/services] by [insert modality: electronic transfer, cash, cheque, credit card] after receipt of an invoice submitted in accordance with the GTC. [As necessary and agreed upon with ICMP use: ICMP shall compensate the Contractor for the [goods/services] [insert modality and timeline of payment] or attach and make reference to a schedule of payments].

3. ICMP shall settle all payments in accordance with the GTC. If ICMP disputes any item in any invoice in whole or in part, then ICMP shall pay the undisputed portion of such invoice until such time as the Parties have resolved the disputed portion and reached agreement as to what payment, if any, is due or what other action will be taken in respect of the disputed amount. ICMP shall promptly notify the Contractor in writing of any such disputed amount.

4. [to use for wire transfer] ICMP shall wire transfer the payment to the following bank account:

Account Holder Name:	
Account Holder Address:	
Account Number (IBAN):	
BIC:	
Bank Name:	
Bank Address:	

Article 5
Term, amendment, and termination

1. The effective date of this Contract will be [insert date] and will remain in effect until [insert date], inclusive, unless terminated earlier in accordance with the GTC [and/or in accordance with terms contained in this Article].

2. The Parties may terminate this Contract with immediate effect in case of material breach of the terms and conditions of this Contract or the GTC. The terminating Party shall convey their intent to terminate in writing to the other Party.

3. ICMP may terminate this Contract, without cause, by providing [insert period of notice

required] written notice, to the other Party.

4. In the event of early termination, compensation shall be prorated for tasks and deliverables accomplished in accordance with the scope of engagement set forth in this Contract.

Article 6 Liability

1. ICMP shall not be liable to indemnify the other Party in respect of any claim, debt, or damage incurred by a third party arising out of the implementation of this Contract [to be adjusted by ICMP according to the nature of the Contract].

2. Nor shall ICMP be liable for compensation for the death, disability, or other hazards which may be suffered by the personnel and/or volunteers of the other Party as a result of their activities during work on the subject matter of this Agreement. The other Party shall indemnify, protect, defend, and hold harmless ICMP from and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury, or death.

Article 7 Representations and warranties

The Contractor represents and warrants that it possesses the required financial resources, expertise, human resources, legally required permits and authorizations, and capabilities to [provide the Goods specified in/carry out the Service outlined in Article 2 of] this Contract.

Article 8 Notice

1. The Parties shall provide notice under this Contract in the case of termination, Force Majeure, amendment of the Contract, or in the cases mentioned in the GTC.

2. The Parties shall communicate notice under this Contract in writing by email or by reputable international courier service to the addresses provided herein:

Head of Legal Unit Koninginnegracht 12, 2514 AA The Hague, the Kingdom of the Netherlands	[Insert notice information of the other Party: Include position Include address
legalunitnotice@icmp.int	Include email address]

3. Any notice required under this Contract will be deemed to have been given for all purposes:

- a) Upon dispatch, when sent by email. The other Party shall have an affirmative duty to acknowledge promptly that the email has been received; or
- b) When received, if sent by a reputable international courier service.

4. In case the information set out by the Parties in clause 2 of this Article is subject to change, the relevant Party shall notify the other Party in writing by email.

Article 9
Closing provisions

1. This Contract, together with the GTC [include any other annexes], constitutes the entire agreement between the Parties and supersedes all prior understandings, agreements, and representations.
2. The Contractor agrees that ICMP shall have the right to assign to a third-party any warranty related to the Goods under this Contract.
3. Each Party agrees, and acknowledges that it is such Party's intent, that if such Party signs this Contract using electronic signature, it is signing, adopting, and accepting this Contract and that using an electronic signature is the legal equivalent of having placed its handwritten signature on this Contract. The use of electronic signatures will have the same legal effect, validity, and enforceability as a manually executed signature.

IN WITNESS WHEREOF, the undersigned representatives of the International Commission on Missing Persons and [insert full legal name of Contractor] signed the present Contract.

For the International Commission on Missing
Persons

For [insert full legal name of Contractor]

[Full name]
[Official job title]
Date:

[Full name]
[Official job title]
Date: