REQUEST FOR PROPOSAL

To: ALL BIDDERS	***CTBTO Ref. No.:*** **2024-0119/JIBRIL**
	(PLEASE QUOTE ON ALL COMMUNICATIONS)

	Tel. No.:	+43 (1) 26030-6350
	E-mail:	procurement@ctbto.org
Attn:		
Phone:	***Date:***	2 Aug 24
Fax:		
Email:		

Subject: Provision of Maintenance and Enhancements of the Identity Management and WEB Single Sign-On platform for the CTBTO as per attached Terms of Reference.

Deadline for Submission: 2 Sep 24   ***Vienna Local Time:*** 17:00

   The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the 'Commission') hereby invites you to submit a proposal that meets the requirements of the attached documents.

   You are kindly requested to complete and return the acknowledgement form by email as soon as possible.

   If you have any questions you should contact the email address indicated above.

Yours Sincerely,

Selma Bukvic
O-i-C, Procurement Services Section

CTBTO
PREPARATORY COMMISSION

preparatory commission for the
comprehensive nuclear-test-ban
treaty organization

ACKNOWLEDGEMENT FORM

Solicitation No: 2024-0119	**Closing Date:**	**0**2 Sep 24
Title: Provision of Maintenance and Enhancements of the Identity Management and WEB Single Sign-On platform for the CTBTO as per attached Terms of Reference.	**Vienna Local Time:**	17:00

Procurement Staff: Othman Jibril   **CTBTO Req. No.:** 0010024920

Please complete 'A' or 'B' or 'C'
and Return

WITHIN FIVE (5) DAYS
THE PREPARATORY COMMISSION FOR THE
COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (CTBTO)

by email to
procurement@ctbto.org

A: We shall submit our proposal

By: _____
(date)

Company Name: _____

Contact Name: _____

Email/Tel: _____

B: We may submit and will advise

By: _____
(date)

Company Name: _____

Contact Name: _____

Email/Tel: _____

C: We will not submit a proposal for the following reason(s)

___ our current workload does not permit us to take on additional work at this time;
___ we do not have the required expertise for this specific project;
___ insufficient time to prepare a proper submission;
___ other (please specify) _____

Company Name: _____

Contact Name: _____

Email/Tel: _____

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. General

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (the Commission) with its headquarters in Vienna is the International Organization mandated to establish the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosions. The Treaty provides for a global verification regime, including a network of 321 stations worldwide, a communication system, an International Data Centre and on-site inspections to monitor compliance with the Treaty.

This Request for Proposal (RFP) is for the provision of *Maintenance and Enhancements of the Identity Management and WEB Single Sign-On platform for the CTBTO* services as described in the attached Terms of Reference.

The Proposal shall meet all requirements stated in the Terms of Reference and be submitted in accordance with these Instructions for Preparation and Submission of Proposals. For this project, the Commission is seeking capabilities, which will ensure that the services are delivered, and the tasks are accomplished expeditiously and at a reasonable cost.

2. Documents included in this RFP

This RFP consists of the following documents:

(a) Letter of Invitation
  - These Instructions for Preparation and Submission of Proposals, Bidder's Statement Form and with the following Attachments:
  - Attachment 1: Technical Compliance Matrix
  - Attachment 2: Evaluation Criteria and Method
  - Attachment 3: Price Schedule Form
  - Attachment 4: Procedure for submission of electronic offers in 2 sealed files
(b) Statement of Confirmation
(c) The Commission's Model Contract and its Annexes A – B;
  o The Commission's General Conditions of Contract (Annex A), incorporated herein by reference, found at www.ctbto.org under CTBTO General Conditions of Contract
  o The Commission's Terms of Reference (Annex B)

Note: In the event of award, the Proposal will be incorporated as Annex C to the Contract.

3. Amendment of RFP Documents

At any time prior to the closing date for submission of Proposal, the Commission may, for any reason, modify the RFP documents by amendment. The Commission may consider extending the deadline in order to allow adequate time for considering the modifications in the preparation of the Proposal.

4. Language of the Proposal

The Proposal and all correspondence and documents relating to it shall be in English.

5. Format and Submission of the Bid

The Proposal shall be typed, dated and signed by an official legally authorized to enter into contracts on behalf of your organization. The Proposal shall not contain any interlineation, erasures or overwriting except as necessary to correct errors, in which case such corrections shall be initialled by the authorized person(s) signing the Proposal.

The Proposal shall be submitted electronically according to the attached "PROCEDURE FOR SUBMISSION OF ELECTRONIC OFFERS IN 2 SEALED FILES".

Bids sent by regular e-mail, unless clearly submitted as electronically sealed bids as indicated above and following the instructions outlined in Attachment 4 will not be considered and may lead to the rejection of the bidder from the procurement process.

Alternatively, the Bids may be submitted in physical form in <u>two sealed envelopes</u> as follows:

(i) **One sealed envelope shall contain 1 (one) original of the Technical Proposal clearly marked as "Original Technical Proposal". This envelope shall also contain a memory stick with 1(one) pdf of the Technical Proposal.**

No pricing/financial information shall be included in the Technical Proposal. Note however that the list of items (without the prices) shall be included in the Technical Proposal.

(ii) **The second sealed envelope shall contain 1 (one) original of the Financial Proposal marked as "Original Financial Proposal". The second envelope shall also contain a memory stick with**:
1(one) pdf of the Financial Proposal; and
1(one) pdf of the Financial Proposal without prices

The outer envelope containing the 2 envelopes shall be clearly marked as follows:
NAME OF PROJECT: [Description indicated in Letter of Invitation]
CLOSING DATE: [Date indicated in Letter of Invitation]
CTBTO REF. NO.: [Number indicated in the Letter of Invitation]
"DO NOT OPEN BEFORE THE CLOSING DATE"

The envelope containing the Original Proposal shall be sent to the following addressee:

Chief, Procurement Services Section
Office E0918
CTBTO, Vienna International Centre
Wagramer Strasse 5, A-1400 Vienna, AUSTRIA

6. Closing Date and Time

The Proposal shall be received by the Commission not later than the closing date and time indicated in the Letter of Invitation or as may be extended by the Commission.

7. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case, no later than 10 business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail be sent to:

E-mail:	procurement@ctbto.org
Subject:	RFP No. 2024-0119/JIBRIL - Request for Clarifications

The Commission will make all reasonable efforts to issue the clarifications not later than 7 business days prior to the Closing Date.

Except in case of responding to a RFP clarification, no Bidder shall contact the Commission on any matter relating to the Proposal or this RFP after its submission and until the award of the Contract. Any attempt to influence the Commission in its evaluation of the Proposal or the contract award decision may result in the rejection of the Proposal.

8. Eligible Goods and Services

The services and goods (if any) to be rendered under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is available at our website www.ctbto.org under Status of Signatures and Ratifications | CTBTO. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

9. Type of Contract and Payment

The Commission intends to conclude firm fixed unit prices Contract(s) based on the attached Model Contract. The terms and conditions of payment for services are described in Clause 13 of the attached Model Contract.

10. Preparation of the Proposal

The Proposal shall contain, but not necessarily be limited to, the information described below.

The Proposal shall be composed of the following separate parts:

I. **Technical Proposal**; and
II. **Financial Proposal**;

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

Please state the reference number and the date of this RFP in the Proposal and any correspondence relating to it.

No pricing/financial information shall be included in the Technical Proposal. Note however that a complete list of the items being offered (without the prices) shall be included in the Technical Section of the Proposal.

Bidders are required to complete and follow *Attachment 1: Technical Compliance Matrix* provided as part of Instructions for Preparation and Submission of Proposals.

Point of Contact
The Proposal shall state the contact details and address (name, telephone and fax numbers, and e-mail address) of the person/point of contact in your company dealing with this RFP.

Supplier Registration Form
Bidders must submit the Supplier Registration Form available at www.ctbto.org under Supplier registration form | CTBTO

Statement of Confirmation and Bidder's Statement Form
Statement of Confirmation and Bidder's Statement Form shall be duly signed and submitted together with the Proposal.

Documents Establishing the Eligibility and Qualifications of the Bidder
The Bidder shall furnish documentary evidence of its status as an eligible and qualified supplier in accordance with the requirements set forth in the Terms of Reference. In order to award a contract to a Bidder, its qualifications must be demonstrated and documented in the Proposal to the Commission's satisfaction.

Description of Services
An explanation of the Bidder's understanding of the services to be provided and an overall preliminary operational plan for the execution of the services by providing a section-by-section response to the Terms of Reference indicating how the Bidder meet or will meet each of the technical requirements.

> The Commission will take into consideration the on-boarding time (off-site/on-site) needed to get familiar with the systems. The Proposal shall clearly state how many person-days are expected to be necessary for the Contractor's staff to familiarize with the system landscape. The estimated on-site/off-site days needed to get familiar with the systems shall be listed as a separate item in the proposal.

The Proposal shall also provide any other relevant issue which the bidder would like to bring to the attention of the Commission whether or not having cost implications.

Commission's Inputs
A description of the expected inputs/resources to be made available by the Commission and at what stage of the services.

Personnel
Curriculum vitae of key personnel proposed for this contract, including technical experience to perform the Work, to be include in the Technical Proposal.

Please note that it is the Bidder's responsibility alone to obtain **work permits or visa or similar** for the personnel proposed to implement this project. The Commission will make no effort nor accept any responsibility for obtaining work permits or visa or similar for the Contractor's personnel.

Use of former Preparatory Commission for the CTBTO ("Commission") employees in the preparation of Quotations:

A Bidder must <u>not</u>, in the absence of prior written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation or the procurement process if the person:

a. At any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the Commission;

b. At any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.

In accordance with the Terms of Reference, the Contractor shall establish and maintain a Team Roster, for which at a minimum, the following information shall be provided for each of these staff as part of the Technical Proposal: Name; Role; Employed since; Type(s) of Service(s) from Section 3 in which the staff may be involved and Curriculum Vitae. Each member of the Team Roster shall be appropriately skilled and experienced to carry out the role and service(s) listed in the Team Roster.

Sub-Contractors
Names, legal status, address and qualifications of subcontractor(s), if any, and the scope of the subcontracted services. The Proposal shall provide a statement that your organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBTO States Signatories the list of which is available at www.ctbto.org under Status of Signatures and Ratifications | CTBTO.

PART II: FINANCIAL PROPOSAL

Bidders are required to prepare the Price Schedule using *Attachment 3 (Price Schedule Form) as applicable*, attached to these Instructions for Preparation and Submission of Proposals. In presenting the cost for each item, adequate justification and calculation must be included in the Financial Proposal.

Clear and detailed explanations would enable the Commission to evaluate the Proposal promptly and proceed with fewer requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for Contract award.

In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected Bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected Bidder will be reimbursed by the Commission upon submission of the original supporting documentation.

(1) <u>For Austrian companies</u>

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected Bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation.

(2) <u>For European Union (EU) Companies</u>

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected Bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or separately identified on the Proposal together with information on the nature of the Tax and its method of calculation. Due to the VAT exemption applicable to the Commission, no VAT will be charged to the Commission by the EEC Suppliers under the Contract (Ref. EU VAT Council Directive 2006/112/EC, Article 151).

(3) <u>For Non-EU Companies</u>

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected Bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation. For deliveries to Vienna, Austria, and due to the tax exemption at source applicable to the Commission, no Taxes shall be charged to the Commission under the Contract.

11. Completeness and Correctness of the Proposal

The Commission reserves the right to verify all information furnished by you in the Proposal through a source of its choice. Any inaccurate information so given may lead to the rejection of the Proposal.

12. Validity of the Proposal

The Proposal shall be valid for 90 (ninety) days after the deadline for its submission to the Commission unless an extension of validity has been requested by the Commission.

13. Correction of Errors

The Commission will check the Proposal for any arithmetic errors. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

14. Evaluation of the Proposal and Award

(a) The Commission will conduct the evaluation based on the criteria and method specified in Attachment 2 "Evaluation Criteria and Method".

(b) The Commission reserves the right, as it deems appropriate, to award to a single bidder, to award to multiple bidders in any combination or not to award to any of the bidders as a result of this RFP.

15. Negotiations of the Proposal

The Commission reserves the right to request clarifications on the Proposal and to enter into negotiations regarding technical or commercial aspects of the Proposal before awarding the contract under this RFP.

16.   Modification and Withdrawal of the Proposal

Bidders may modify or withdraw their Proposals after their submission, provided that written notice of the modification or withdrawal is received by the Commission by the closing date for the submission of the Proposal. The Proposal may not be modified subsequent to the closing date.

17.   The Commission's Right to Reject the Proposal

The Commission reserves the right to accept or reject the Proposal or to annul this procurement process at any time prior to the award of contract without having to inform the Bidders of the grounds therefore, without thereby incurring any liability to the Bidders.

18.   Costs of preparation and submission of the Proposal

Bidders shall bear all the costs associated with the preparation and submission of their Proposal and the Commission will not be responsible or liable for those costs, regardless of the outcome of this RFP.

19.   Proprietary Information

All documentation and information contained in this RFP are proprietary to the Commission and shall not be duplicated, used or disclosed -in whole or in part- for any purpose other than to evaluate them and respond to the Commission's request for Proposal or otherwise without prior written agreement of the Commission.

BIDDER'S STATEMENT
PLEASE STATE BELOW & SUBMIT WITH PROPOSAL

Delivery Time:

Shipping weight (kg) and Volume (m^3) – if applicable:

List of recommended consumables and spares including prices and details on local availability, if applicable (please tick):

☐ For one year period   ☐ For a period of ………………………….

Warranty period if applicable (it shall be for a **minimum of 24 months**, starting from the acceptance of the goods/services by the Commission) – please tick below as applicable:

☐ For a two-year period ☐ For a period of ………………………….

Availability of local service in Vienna, Austria (if any):

State country of origin or assembly of all items quoted:

Quantity discount and early payment discount (if any):

Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required.

Included in this quotation : **Yes** ☐   **No** ☐

Confirmation that the bidder has reviewed the Commission's General Conditions of Contract and Model Contract, and agreed to all terms and conditions.
Yes ☐   **No** ☐
Remarks:

With regards to the software provided with the equipment, state and confirm whether the software licenses are transferable to third parties, i.e. the Commission or the Commission's State Signatories - list available at www.ctbto.og under Status of Signatures and Ratifications | CTBTO.

Yes ☐   No ☐   Not applicable ☐
Remarks:

Name:

Name & Title of Contact Person:

Signature & date:

ATTACHMENT 1 Technical Compliance Matrix

Provision of Maintenance and Enhancements of the Identity Management and WEB Single Sign-On platform for the CTBTO

*Below sets out the **Minimum content of the Proposal and the <u>Mandatory Requirements</u> of the Technical Proposal**.*

Bidders are requested to demonstrate compliance with the requirements and add any further information in support of their Proposal. Please refer to the relevant section of the Terms of Reference for further explanation of the requirements. The information provided will form an integral part of the technical evaluation process.

<u>Part II of this document must be completed.</u>

Part I

Item	Minimum content
1. Executive Summary	• Provide an overview of proposal
2. Experience, Resources and Project Management	

2.1 Corporate Profile and Values	• Background of company, ownership, size, location, profile
	• Company business structure and its authority to execute all Work under the Contract.
	• If a consortium, provide a clear explanation of the business relationship between the members and governance for the execution of this project.
	• In case the Bidder requires the services of subcontractors, the Proposal shall include:
	  a) Relationship of the Bidder's business to any subcontractor(s) that will be used.
	  b) Names, addresses, legal status, and qualifications of major sub-contractor(s) proposed by your organization.
	• The scope of work and nature of subcontracting.

2.2 Corporate Experience	• The proposal should detail the Bidder's experience in executing work of similar scope and complexity.
2.3 Requirements for the Contractor	• The Proposal should address and describe all requirements spelled out under Section 6 of the Terms of Reference (ToR).
2.4 Risk Management	Please provide a detailed risk assessment plan at the beginning of the project including identifying potential obstacles to successful software delivery. Risks, including technical issues, scope changes, responses to the standard and urgent/emergency issues, resource constraints, schedule delays, integration issues, and third-party dependencies, should be regularly updated with project milestones. Please check Section 7 of the ToR for more details.

3. Meeting the Requirements	
3.1 Understanding of the ToR	• Please describe your understanding of the services that are to be provided under this ToR, detailing key assumptions that impact the Technical Proposal. • Please discuss how you propose to address some of the sample tasks listed in Section 5 (Scope of Work) of the ToR.
4. Contractor's key staff	
4.1. Visa & Work Permits	Provide written confirmation that the Bidder understands and agrees to take responsibility for obtaining any Visa and/or work permits, which may be required to perform the Work under the Contract. The CTBTO does not sponsor work permits for contractors.
4.2. Documentation and Reporting	• Provide written assurance that all reports, documentation, and communication (written and oral) supplied to the Commission shall be in English and submitted in electronic form. • Provide written assurance that all documentation will adhere to the IDC Documentation Standards, samples of which will be provided to the successful Contractor.
5. Model Contract	
	• A statement that the bidder has carefully reviewed the Model Contract and its Annexes and agrees with all its terms and conditions.

	Part II- Compliance Matrix			
Ref No. of ToR	**Requirements** *A section-by-section response to each section of the Terms of Reference is included in the Proposal*	**Bidder's Response** *Please tick whichever is applicable*		**Indicate the section in your Proposal and ensure that it is sufficiently described in the Proposal**
		"Yes"	**"No"**	
Requirement for the Contractor				
6.4.1.1	At least three (3) years of experience in Identity and Access Management, including a minimum of two (2) years dedicated to Oracle IDM, OIM, and OAM. Please provide detailed examples of projects, outlining activities and achievements that demonstrate expertise in implementing single sign-on solutions utilizing Oracle Fusion Middleware's OIM/OAM components.			
6.4.1.2	Minimum of at least two (2) years of past and current experience in integrating Oracle Identity and Access Management with third-party systems, more specifically in auto-provisioning of accounts and user identities and synchronization of user information between.			
6.4.1.3	The Contractor must identify at least one (1) main senior technical staff **and** one (1) junior technical staff (as backup) to perform the scope of work and tasks specified in this project.			
6.4.1.4	Minimum two (2) years of past or present experience in migrating identity management systems from OIM/OAM platform to another similar platform (preferably MS Azure Active Directory/Entra Domain Services), and systems dependent on it for identity and access management.			

6.4.1.5	The Contractor shall demonstrate proof of a mature quality assurance system in place, (e.g. ISO9000 and/or similar certification).			
6.4.1.6	The Contractor's staff must possess relevant certifications and/or demonstrate a minimum of two (2) years of proficiency in project management methodologies, including certifications such as PRINCE2 (Projects IN Controlled Environments), Project Management Professional (PMP), and agile frameworks such as (but not limited to) Scrum, or equivalent, to ensure effective collaboration.			
6.4.1.7	The Contractor's Personnel must be able to effectively communicate and produce clear and concise reports and documentation for the users and technical staff of the Commission in the English language, a minimum of one (1) year experience should be demonstrated.			
3.7	Following the installation and acceptance of the various enhancements, the Contractor shall provide support services (warranty) for the delivered modules for a period of 24 months after the conclusion of this contract.			
Requirement for the Contractor's Personnel				
6.4.2.1	Bachelor's degree in Computer Science, Information Technology, or a related scientific or technical discipline with a computing emphasis.			
6.4.2.2	Minimum of three (3) years of professional experience within the last 5 years in Java Enterprise Software Development Environment.			
6.4.2.3	Minimum two (2) years of professional experience implementing single sign-on, identity and access management using Oracle Fusion Middleware 11g/12c or higher versions, specifically its suite of Oracle Identity Management components.			
6.4.2.4	Minimum two (2) years professional experience in working with Oracle RDBMS 12c or above.			
6.4.2.5	Minimum of one (1) year working experience in publishing and consuming web services (SOAP or JSON/REST).			

6.4.2.6	Minimum two (2) years of working experience in Unix and Linux (preferably RedHat Enterprise Linux) operating systems.			
6.4.2.7	Minimum two (2) years of demonstrated practical knowledge of federated identity services (e.g. SAML 2.0, OAuth 2.0, OpenID Connect).			
6.4.2.8	Minimum three (3) years professional experience in Docker container platform and relevant services, including development, preparation, packaging and deployment of images to different target environments, in either on-premise or cloud infrastructure. Knowledge of container orchestration and management using Kubernetes or Docker Swarm is a plus.			
Risk Management				
7	The Contractor shall provide a thorough risk assessment plan at the project's commencement to identify potential risks that could impact the successful execution of the outlined software development activities in these Terms of Reference			

Attachment 2
Evaluation Criteria and Method

Ref No. in TOR	1.QUALIFICATION REQUIREMENTS (PASS/FAIL)	PASS/FAIL
	Requirements for the Contractor (PASS /FAIL)	**PASS/FAIL**
6.4.1.1	At least three (3) years of experience in Identity and Access Management, including a minimum of two (2) years dedicated to Oracle IDM, OIM, and OAM. Please provide detailed examples of projects, outlining activities and achievements that demonstrate expertise in implementing single sign-on solutions utilizing Oracle Fusion Middleware's OIM/OAM components.	
6.4.1.2	Minimum of at least two (2) years of past and current experience in integrating Oracle Identity and Access Management with third-party systems, more specifically in auto-provisioning of accounts and user identities and synchronization of user information between.	
6.4.1.3	The Contractor must identify at least one (1) main senior technical staff **and** one (1) junior technical staff (as backup) to perform the scope of work and tasks specified in this project.	
6.4.1.4	Minimum two (2) years of past or present experience in migrating identity management systems from OIM/OAM platform to another similar platform (preferably MS Azure Active Directory/Entra Domain Services), and systems dependent on it for identity and access management.	
6.4.1.5	The Contractor shall demonstrate proof of a mature quality assurance system in place, (e.g. ISO9000 and/or similar certification).	
6.4.1.6	The Contractor's staff must possess relevant certifications and/or demonstrate a minimum of two (2) years of proficiency in project management methodologies, including certifications such as PRINCE2 (Projects IN Controlled Environments), Project Management Professional (PMP), and agile frameworks such as (but not limited to) Scrum, or equivalent, to ensure effective collaboration.	
6.4.1.7	The Contractor's Personnel must be able to effectively communicate and produce clear and concise reports and documentation for the users and technical staff of the Commission in the English language, a minimum of one (1) year experience working with an international organization where English is the main language of communication, should be proven; or alternatively, provide certificates to a B2 CEFR or equivalent language proficiency assessment.	
3.7	Following the installation and acceptance of the various enhancements, the Contractor shall provide support services (warranty) for the delivered modules for a period of 24 months after the conclusion of this contract.	
7	The Contractor shall provide a thorough risk assessment plan at the project's commencement to identify potential risks that could impact the successful execution of the outlined software development activities in these Terms of Reference.	
	Requirement for the Contractor's Personel (PASS /FAIL)	**PASS/FAIL**
6.4.2.1	Bachelor's degree in Computer Science, Information Technology, or a related scientific or technical discipline with a computing emphasis.	
6.4.2.2	Minimum of three (3) years of professional experience within the last 5 years in Java Enterprise Software Development Environment.	
6.4.2.3	Minimum two (2) years of professional experience implementing single sign-on, identity and access management using Oracle Fusion Middleware 11g/12c or higher versions, specifically its suite of Oracle Identity Management components.	
6.4.2.4	Minimum two (2) years professional experience in working with Oracle RDBMS 12c or above.	
6.4.2.5	Minimum of one (1) year working experience in publishing and consuming web services (SOAP or JSON/REST).	
6.4.2.6	Minimum two (2) years of working experience in Unix and Linux (preferably RedHat Enterprise Linux) operating systems.	
6.4.2.7	Minimum two (2) years of demonstrated practical knowledge of federated identity services (e.g. SAML 2.0, OAuth 2.0, OpenID Connect).	
6.4.2.8	Minimum three (3) years professional experience in Docker container platform and relevant services, including development, preparation, packaging and deployment of images to different target environments, in either on-premise or cloud infrastructure. Knowledge of container orchestration and management using Kubernetes or Docker Swarm is a plus.	

Only bidders who pass all above criteria will be considered for the point system evaluation (2nd stage)

No.	2.TECHNICAL REQUIREMENTS - EVALUATION CRITERIA AND METHOD	Points

	Quality of the Proposal	Max Points	Factor	Weighted score
1	Extent to which all aspects of the ToR have been addressed in sufficient detail and clarity.	5	1.5	7.5
2	Understanding of the scope of work and the responsibilities of the Contractor	5	1.5	7.5
3	Maturity of the software quality processes proposed by the bidder.	5	1	5
	Subtotal	**15**		**20**
	Requirements for the Contractor	Max Points	Factor	Weighted score
6.4.1.1	At least three (3) years of experience in Identity and Access Management, including a minimum of two (2) years dedicated to Oracle IDM, OIM, and OAM. Please provide detailed examples of projects, outlining activities and achievements that demonstrate expertise in implementing single sign-on solutions utilizing Oracle Fusion Middleware's OIM/OAM components.	5	2	10
6.4.1.2	Minimum of two (2) years of past and current experience in integrating Oracle Identity and Access Management with third-party systems, more specifically in auto-provisioning of accounts and user identities and synchronization of user information between.	5	2	10
6.4.1.3	The Contractor must identify at least one (1) main senior technical staff **and** one (1) junior technical staff (as backup) to perform the scope of work and tasks specified in this project.	5	1	5
6.4.1.4	Minimum two (2) years of past or present experience in migrating identity management systems from OIM/OAM platform to another similar platform (preferably MS Azure Active Directory/Entra Domain Services), and systems dependent on it for identity and access management.	5	1	5
6.4.1.6	The Contractor's staff must possess relevant certifications and/or demonstrate a minimum of two (2) years of proficiency in project management methodologies, including certifications such as PRINCE2 (Projects IN Controlled Environments), Project Management Professional (PMP), and agile frameworks such as (but not limited to) Scrum, or equivalent, to ensure effective collaboration.	5	1	5
6.4.1.7	The Contractor's Personnel must be able to effectively communicate and produce clear and concise reports and documentation for the users and technical staff of the Commission in the English language, a minimum of one (1) year experience working with an international organization where English is the main language of communication, should be proven; or alternatively, provide certificates to a B2 CEFR or equivalent language proficiency assessment.	5	1	5
7	The Contractor shall provide a thorough risk assessment plan at the project's commencement to identify potential risks that could impact the successful execution of the outlined software development activities in these Terms of Reference.	5	1	5
	Subtotal	**35**		**45**
	Skills and experience of (key) personnel to be met at the team level	Max Points	Factor	Weigted score
6.4.2.1	Bachelor's degree in Computer Science, Information Technology, or a related scientific or technical discipline with a computing emphasis.	5	1	5
6.4.2.2	Minimum of three (3) years of professional experience within the last 5 years in Java Enterprise Software Development Environment.	5	2	10
6.4.2.3	Minimum two (2) years of professional experience implementing single sign-on, identity and access management using Oracle Fusion Middleware 11g/12c or higher versions, specifically its suite of Oracle Identity Management components.	5	2	10
6.4.2.4	Minimum two (2) years professional experience in working with Oracle RDBMS 12c or above.	5	2	10
6.4.2.5	Minimum of one (1) year working experience in publishing and consuming web services (SOAP or JSON/REST).	5	1	5
6.4.2.6	Minimum two (2) years of working experience in Unix and Linux (preferably RedHat Enterprise Linux) operating systems.	5	1	5
6.4.2.7	Minimum two (2) years of demonstrated practical knowledge of federated identity services (e.g. SAML 2.0, OAuth 2.0, OpenID Connect).	5	2	10
6.4.2.8	Minimum three (3) years professional experience in Docker container platform and relevant services, including development, preparation, packaging and deployment of images to different target environments, in either on-premise or cloud infrastructure. Knowledge of container orchestration and management using Kubernetes or Docker Swarm is a plus.	5	2	10
	Subtotal	**40**		**65**

TOTAL - Technical Evaluation	90		130

The minimum acceptable Total Points is 54 with 84 scoring weight
The maximum number of points is 90 with 130 in scoring weight.

EVALUATION METHOD:

1. Technical Evaluation:

The technical evaluation process will be done in two stages:

1) <u>Stage 1</u>: Technical proposals will first be evaluated against the mandatory requirements outlined in section 1 above, on a PASS/FAIL basis.

Compliance with all mandatory requirements is required in order to pass stage 1 of the technical evaluation and to be further considered for stage 2 of the evaluation process;

2) <u>Stage 2</u>: The technical proposals that have passed stage 1 of the technical evaluation process, will be evaluated against the weighted criteria set forth in the evaluation matrix above.
In order to pass this stage, bidders must obtain **at least 54 points** and in accordance with the scoring table indicated below:

TABLE 2

Points	Explanation - to be considered when assigneing the points
0	Unsatisfactory - Response incomplete, inadequate and/or non-responsive to the criterion. Bidder does not clearly understand the criterion.
1 - 2	Does **not** meet the minimum technical, functional, or performance related criterion.
3	Meets the criterion
4	Exceeds the criterion is most areas.
5	Exceeds the criterion in all areas.

2. Financial and commercial evaluation

Once the technical evaluation is finalized, the financial offers of the technically compliant bidders will be evaluated in accordance with the formula given below:

X= Max Available Points * Y/Z

Legend:
X= points to be assigned to the offer being evaluated
Y= price of the lowest priced, technically compliant offer
Z= price of the offer being evaluated

The Contract will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluations.
The weight of the technical and financial components is 60% and 40% respectively, subject to commercial and contractual acceptability.

ATTACHMENT 3
Price Schedule Form

Maintenance and Enhancements of the Identity Management and WEB Single Sign-On platform for the CTBTO On a Call-off Basis (WOs)

Description (ToR): Tasks under Section 3 (Scope of Work)	Unit	QTY	FIRM	OPTIONAL			
			Initial Call-off period 12 months 60 days Unit Price	1st ext. period 12 months 60 days Unit Price	2nd ext. period 12 months 60 days Unit Price	3rd ext. period 12 months 60 days Unit Price	4th ext. period 12 months 60 days Unit Price
Off-site Rate: Max. Est. 45 person-days /each period	Person/ Day	1					
On-site Rate Max. Est. 15 person days/each period **(excluding Travel Cost)**.	Person/ Day	1					

Travel Cost:			Unit Price		Unit Price		Unit Price
(i) Return Ticket/Trip per person : **Max. est No. of trips: 4 trips per period**	RT/Trip	1					
(ii) DSA (Daily Subsistence Allowance) per On-site working day: 15 days per period	Day	1	**Do not quote for DSA -Please see below notes**	**Do not quote for DSA - Please see below notes**	**Do not quote for DSA -Please see below notes**	**Do not quote for DSA - Please see below notes**	**Do not quote for DSA - Please see below notes**

NB:

1) Please specify currency **(USD or Euro only)**. The rates shall be firm and fixed throughout the term of the Contract.

2) This is a unit-based Contract. The exact number of working days will be determined/called-off in the form of Work Orders (WOs) at the rates quoted in this Attachment.

3) The person-days noted are an upper limit, and the Commission reserves the right, at its sole discretion, to call-off fewer person-days or no person-days at all.

4) For evaluation purposes, bidders shall provide the cost of return ticket.

5) Bidders shall not quote for Daily Subsistence Allowance (DSA), it shall be calculated and paid based on the values provided by the International Civil Service Commission (ICSC) and available in their website (as applicable at the time of issuing the work order (WO)).

Attachment 3

"Procedure for Submission of Electronic Offers in 2 Sealed Files"

The Commission invites you to submit your sealed offer (Bid, or Proposal) in response to the solicitation forming part of this request.

Please be sure to follow the instructions below very carefully, so that the documents you submit are encrypted, and cannot be opened without an encryption key (password). If the documents are not encrypted, they will not be accepted as part of this tender process.

CRITICAL INFORMATION:

Create separate zip files for the technical offer and the financial offer (labeling them clearly in the title) with different encryption keys. Instructions for how to do this are provided below.

Step 1: You provide the encryption key (password) for the *Technical Offer only* (in accordance with the below instructions)!

Step 2: After the Commission has performed the evaluation of the Technical Offer, if your Technical Offer is considered to be acceptable, the Commission will request the encryption key (password) for the Financial Offer you have already submitted by the tender Deadline.

Should you have any questions, please send an email to procurement@ctbto.org.

We recommend that you leave yourself plenty of time to complete the below process (including getting any necessary assistance from the Commission), as late offer will not be accepted.

INSTRUCTIONS:

1. In a **WINDOWS** environment, one way of meeting the requirements is as follows.

    We recommend using the open-source, free software **7-zip**, but if you are comfortable with other tools, the result should be the same, as long as you can apply encryption to the archive.
    In the below, we'll use 7-zip as an example.
    (You can download the 7-zip code for Windows at: 7-zip.org)

2. In **LINUX** environment, you can use, for instance, "sha1sum" on the command line.

Creating the archives for submission

Regardless of whether the offer is a single file, or a collection of files, the files are easier to manage if delivered as a single, compressed file. Compressing the archive is a common way to meet size limitations in email systems.

As an example of how to submit your offer in the required format: assuming you are supplier "SOFTCOMP" and have the following files related to the offer for "RFP 2020-0010/EDWALD". *(You will need to replace these elements with the real information for your actual offer in line with the relevant Instructions for Preparation and Submission of Proposals/Bids.)* Assuming further that you have installed the 7-zip software on the Windows system you are using.

We will only go through the creation of the Technical Offer (Proposal/Bid) component; the Financial Offer (Proposal/Bid) component is similar.
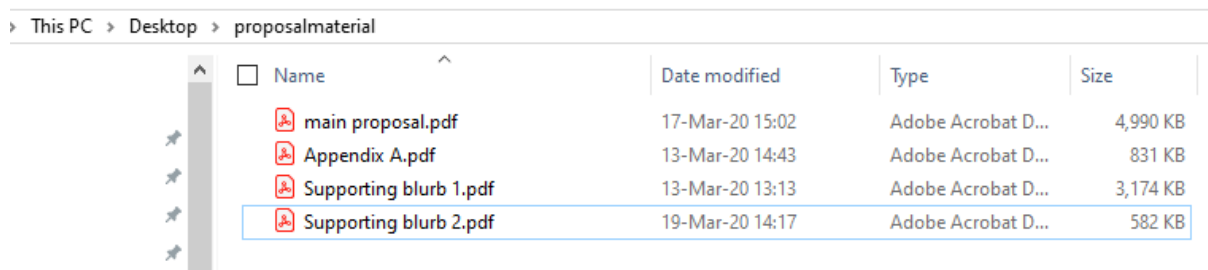

Figure 1 An example set of files to be submitted

Select the four files and right-click; a Dialog box pops up, with one of the options being "**7-ZIP   >**". Hover your cursor over the " **>**" part and a few more options appear, select the "**Add to archive**" option.

Another dialog box pops up (see 'Figure 2, *Creating an Archive*', next page):

Using the standard Windows methods, select a suitable location for the archive (if you don't change it, the archive gets created right where the selected files are), and give it a name in the form of: "SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID", of course replacing all the elements with the true values for the offer in question: the actual company indicator, and the actual RFP/ITB identification string. Note that it is not possible to put a slash "/" in the filname, and therefore put a dash "-" instead. Leave the file extension ".zip' as is.

Leave all the other settings as is, except: **add a password to the encryption** (see figure 2 below). This is done by typing the same password (of your choosing) twice in the two text fields in the lower right hand corner.

Make a note of this password. You must choose different passwords for the two zip archives, that is, the Technical and the Financial Proposal/Bid.
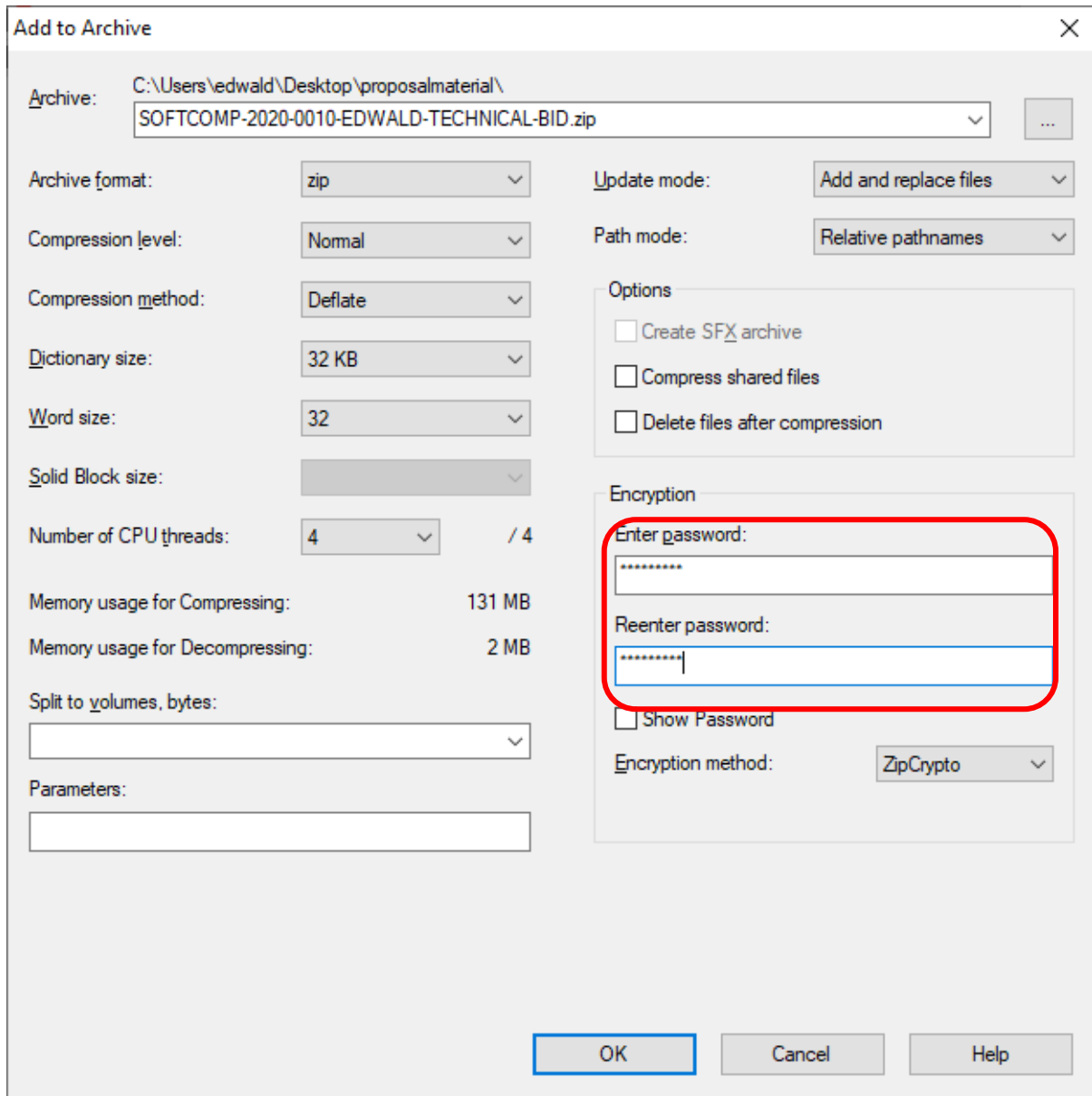
Figure 2 Creating an Archive

Now, we seek the "SHA1 Hash", and electronic fingerprint of the archive you have just created. The hash is a string calculated from your file(s) and can be used to guarantee that the file has not been modified since you created it. Any change to the file will result in a different hash value.

There are many ways of calculating this; two common options are decribed below.

If the appropriate functionality is available in your Windows environment: Select the compressed archive in the Windows file manager, (eg. SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip) and right click. One of the options to select is "**CRC SHA >**". Hovering over the " **>**" brings a few more options to light, select the **SHA-1** option. A smaller dialog pops up: (see Figure 3, *SHA1* below).

Procedure for Submission of Electronic Offers in 2 Sealed Files

Clicking Ctrl-C grabs the contents of this box. You can close the box after copying the contents. (You can paste the contents into a mail message, for instance.)
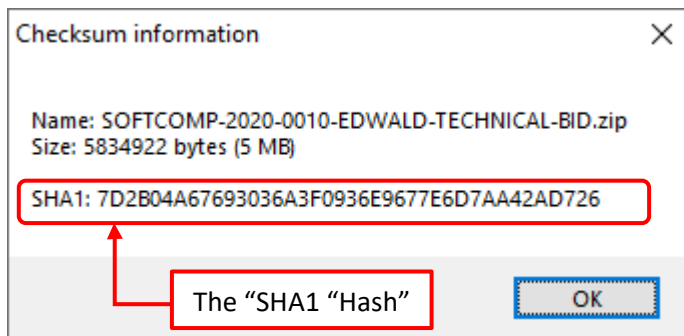

Figure 3 SHA1

If this CRC SHA function is not available by 'right-click' on your Windows version, you can also do this from 'the command line', a slightly more complicated way. Open a CMD window (see sidebar below), move to the folder where your archive is, and execute the command:
"`certutil –hashfile SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip sha1`"
where you obviously replace the name of the file with your real file name. The output of this command is the SHA1 "hash". You can copy-and-paste the string for use in the email (below).

Sidebar: How to open a CMD window in Windows:

The way to open a Command window (or 'terminal') depends on the version of Windows you have. The different methods are very clearly described in the following article, but a quick internet search will find multiple descriptions.

https://www.lifewire.com/how-to-open-command-prompt-2618089

Finally,

1. Create a new email, Subject: example- "SOFTCOMP-2020-0010-EDWALD". Add the two compressed archives, that is, the Technical Offer and the Financial Offer archives as attachments. The text of the email should contain the SHA1 information for both archives. **SEND THIS TO:** sealed_bids@ctbto.org (note that there is an underscore "_" between "sealed" and "bids"). (Should the email become larger than your mail system allows, you can try sending the two archives in separate emails. Take care to include the right SHA1 information with each file.)

2. Create a new email, Subject: example- "SOFTCOMP-2020-2010-EDWALD-Technical Offer" the contents of which must contain the Encryption Key for the Technical Offer (the password

Procedure for Submission of Electronic Offers in 2 Sealed Files

you used when creating the Technical Offer). (Again, note the underscore between 'bid' and 'keys'.)

SEND THIS TO: bid_keys@ctbto.org

IMPORTANT NOTE: As stated above, only send the Encryption Key for the Technical Offer to the bid_keys@ctbto.org mailbox when sending your Technical and Financial Offer to the sealed_bids@ctbto.org mailbox. You shall only send the Encryption Key for the Financial Offer to the Commission if and when informed by the Commission that your Technical Offer had been evaluated as "technically acceptable".

The Financial Offer Encryption Key will need to be provided by you to the same e-mail (bid_keys@ctbto.org) within 48 hours of the Commission's request, clearly marked in Subject: Encryption Key for (example):"SOFTCOMP 2020-2010 EDWALD-Financial Offer". If your Offer is not considered "technically acceptable", the Commission will not request an Encryption Key for your Financial Offer, and it will remain unopened.

As mentioned above, should you have questions or difficulties, please send an e-mail to procurement@ctbto.org.

We recommend that you leave yourself plenty of time to complete the above process (including getting any necessary assistance from the Commission), as late offers will not be accepted.

MODEL CONTRACT

(SAP No.xxxxxxxxxx)

between

THE PREPARATORY COMMISSION

FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY

ORGANIZATION

and

CONTRACTOR NAME

for

the provision of services pertaining to

MAINTENANCE AND ENHANCEMENTS OF THE
IDENTITY MANAGEMENT AND WEB SINGLE SIGN-ON PLATFORM FOR
THE CTBTO

This Contract comprises this cover page, a table of contents, 9 (nine) pages of text, a signatories page, a List of Annexes and 3 (three) Annexes (A to C)

July 2024

TABLE OF CONTENTS

MODEL CONTRACT

This CONTRACT is entered into between the PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (hereinafter referred to as the "Commission"), having its office located at Wagramer Strasse 5, 1400 Vienna, Austria, and _____ (hereinafter referred to as the "Contractor"), having its registered office located at _____ [address] (both hereinafter individually referred to as the "Party" and collectively as the "Parties").

The Parties hereto mutually agree as follows:

1   DEFINITIONS

In this Contract, words and expressions shall have the same meanings as respectively assigned to them in the General Conditions of Contract and the Terms of Reference. In addition, the following words and expressions shall have the meanings hereby assigned to them:

 "Annex A" means the Commission's General Conditions of Contract.

"Annex B" means the Commission's Terms of Reference.

"Annex C" means the Contractor's Proposal.

"Contract" means this document, its Annexes and any further modifications or such further documents as may be expressly incorporated in this Contract by the Parties in accordance with Clause 21 below.

"Contractor" means the legal entity named in the preamble of this Contract or its successors. The Contractor shall be the only interface for all matters pertaining to execution of the Work under this Contract.

"Services" means the activities or tasks to be performed by the Contractor under the Contract as requested by the Commission under the WO.

"Party(ies)" means the Commission and/or the Contractor, as the context requires.

"Rule(s)" means any regulation(s), official directive(s), ordinance(s), guideline(s), customs and practices.

"Work" means all Services to be provided by the Contractor, including its affiliates and/or subcontractors, in order to fulfil all its obligations under the Contract, and the remedying of any defects therein.

"Work Orders ('WO')" mean orders issued by the Commission which specify the (parts or portions of) Work to be performed by the Contractor upon request by the Commission in accordance with Annexes B and C.

2   AIM OF THE CONTRACT

The aim of this Contract is to provide services namely, for the provision of Maintenance and Enhancements of the Identity Management and WEB Single Sign-On platform for the CTBTO (hereinafter referred to as the **"Services"** or **"Work"**) to the Commission.

3   ENTRY INTO FORCE AND DURATION OF THE CONTRACT

The Contract shall enter into force upon the date of the last signature by the authorized Representatives of the Parties (hereinafter referred to as the "**Effective Date**") and shall be valid until the Parties fulfill all their obligations hereunder.

4   COMMENCEMENT AND COMPLETION OF THE WORK

(i)   The Commission shall have the right, but not obligation, to call-off the Work in the form of WO within a period of one (1) year from the Effective Date or the performance of a maximum of 60 (sixty) person-days by the Contractor, whichever occurs first (hereinafter referred to as the "**Call-off Period**"). The commencement and completion date for the performance of the Work (hereinafter referred to as "**Commencement Date**" and "**Completion Date**", respectively) will be set out in the respective WO.

(ii)   The Commission shall have the option to extend the Call-off Period four (4) times, subject to the availability of funds, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about its intention to extend the Work at least one (1) month prior to the expiry of the Contract. The optional extensions will be implemented through a written notification to the Contractor by the Commission.

5   STANDARD OF WORK

The Contractor shall perform the Work in a workmanlike manner in conformity with standard professional practices, using qualified personnel and in strict accordance with the Contract. The Contractor shall furnish the highest skill and judgement and cooperate with the Commission, including all the Commission's consultants and agents, in best furthering the interests of the Commission and the aim of this Contract. The Contractor shall provide efficient business administration and supervision, and it shall perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements of the Contract.

6   RESPONSIBILITIES OF THE CONTRACTOR

(a)   The Contractor shall provide the Work described in Annex B and Annex C.

(b)   The Contractor shall provide qualified English-speaking personnel as necessary to perform the Work under this Contract. The key persons shall be available for possible tasks related to the Work throughout the duration of the Contract period. Any replacement of the key personnel shall be made in accordance with Clause 7 of Annex A.

7   ORGANISATION OF CONTRACT IMPLEMENTATION

(a) During the term of the Contract, the Commission has the right, but not the obligation, to initiate performance of the Work through the issuance of individual WOs in accordance with Annex B based on the firm fixed unit prices set out in Annex C. The Contractor shall not perform any Work if not requested by the Commission through an WO. However, the Contractor may propose a WO for the Commission's evaluation.

(b) The WO issued by the Commission shall be the basis for acceptance, invoicing and payment of any Work performed by the Contractor.

(c) The performance of the Work shall be made in full in accordance with the respective WO. Partial service performance of a WO will not be accepted and reimbursed without prior written agreement by the Commission.

(d) The Work shall be performed at the place and within the approved Work Plan specified in the relevant WO.

(e) The Commission may revise a WO as and when it may deem necessary.

8   WARRANTY

(a) The provisions of Clause 28 of Annex A shall apply to the Work performed by the Contractor.

(b) The Contractor shall ensure that the Commission shall experience no loss of service or support level by sub-contractors or repair agents acting on behalf of the Contractor.

9   PERMITS, NOTICES, LAWS AND ORDINANCES

(a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Proposal is received by the Commission. This shall include, but not be limited to, work permits, visa, or similar.

(b) The Contractor shall give all notices required by the nature of the Work.

(c) If the Contractor notices that the Work or any part thereof required under this Contract is not in accordance with applicable laws and Rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

10   PROTECTION OF PERSONS AND PROPERTY

(a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.

(b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:

    (i) all employees on the Commission's premises and all other persons who may be affected thereby;

    (ii) all the Work, equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Commission's premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and

    (iii) other property on the Commission's premises or adjacent thereto.

(c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.

(d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.

(e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

(f) The Contractor shall be responsible for the prevention of accidents on the Commission's premises during the execution of the Work.

(g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.

(h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Sub-Clause (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sub-Clause (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex A.

11 RESPONSIBILITIES OF THE COMMISSION

The Commission shall designate members of its staff to act as points of contact for the Contractor to ensure that the Work is carried out in accordance with Annexes B and C and shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Work.

12 CONTRACT PRICE

(a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, as follows:

(i) For each WO issued during the firm Call-off Period specified in Clause 4(i) above, the firm fixed labor rates/fees set out in Annex C;

(ii) subject to sub-clause (b) below, for each WO issued during the optional extension of the Call-off Period specified in Clause 4(ii) above, the firm fixed labor rates/fees set out Annex C for the relevant extension period;

(iii) per diem charges (DSA), which cover lodging, meals and incidental travel expenses, based on the United Nations Daily Subsistence Allowance (UN DSA) rates effective at the time of the respective travel (the WO, will include the UN DSA rates applicable at the time of issuance of the WO), unless agreed otherwise by the Commission in the relevant WO;

(iv) the actual incurred travel costs, excluding DSA, on the basis of simple economy return tickets for the most direct route, and payment by the Commission not to exceed the estimated travel costs in the relevant WO by more than 10%;

(hereinafter referred to as the "**Contract Price**").

(b) In the event that the Commission decides to extend the Call-off Period earlier than the end of the 12-month period, as foreseen in Clause 4 of this Contract, the Contactor will be paid for the person-days called off in this period as follows:

(i) until the expiry of the initial Call-off Period, the daily rate set out in subparagraph (a)(i) above;

(ii) after the expiry of the initial Call-off Period, the daily rate agreed for the respective extension (subparagraph (a)(ii)), as applicable.

(c) The firm fixed unit prices set out in Annex C shall be held fixed for the entire duration of the Contract.

(d) The Contract Price shall cover all costs and expenses incurred by the Contractor for the full and proper performance of all relevant obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions).

(e) **[PLEASE IDENTIFY WHETHER TAXES ARE APPLICABLE UNDER THIS CONTRACT AND SELECT ONE OF THE FOLLOWING OPTIONS AT THE TIME OF AWARD]:**

The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per Clause 13(e) below.

OR

No Taxes are applicable under this Contract.

13 PAYMENT

(a) The Contract Price shall be paid upon satisfactory completion of each deliverable for the Work and satisfactory completion of each WO and submission of the following:

    i) Invoice drawn up in accordance with this Clause 13;

    ii) Any other documentation that might be required under the applicable WO.

(b) The Commission will make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per Sub-Clause (d) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.

(c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.

(d) The Contractor shall submit an invoice electronically, from the Contractor's official e-mail address in PDF format, duly signed and stamped by the Contractor and submitted to the Commission's email address specified in Clause 22 below. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer.

[PARAGRAPH (e) BELOW ONLY APPLIES IF THERE ARE TAXES (SEE CLAUSE 12 (d) ABOVE). IF NO TAXES ARE APPLICABLE UNDER THIS CONTRACT, PARAGRAPH (e) SHOULD BE OMITTED.]

(e) Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as invoices, bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the Taxes are levied is not the currency of the Contract, bank statements (or equivalent) showing the exchange rate used for the conversion should be submitted to the Commission, in addition to any other supporting documentation.

14 TEMPORARY SUSPENSION OF WORK

The Commission may, at any time, temporarily suspend the Work, in whole or in part, being performed by the Contractor under this Contract by giving 30 (thirty) days' advance notice in writing to the Contractor. The Work so suspended shall be resumed by the Contractor on the basis of a revised time schedule and on terms and conditions to be mutually agreed upon between the Parties.

15   DELAYS AND EXTENSION OF TIME

   (a)   If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or by any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by an amendment to this Contract in accordance with Clause 21 below for such reasonable time as the Commission may determine.

   (b)   Any request for extension of the time for reasons referred to in Clause 15(a) above shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.

16   CONTRACTOR'S CLAIMS AND REMEDIES

In no event shall the Contractor make any claim against the Commission for or be entitled to additional costs or compensation resulting from any delays in the progress or completion of the Work or any portion thereof, whether caused by the acts or omissions of the Commission, including, but not limited to, damages related to overheads, loss of productivity, acceleration due to delay and inefficiency. The Contractor's sole remedy in such event shall be an extension of time for completion of the Work, provided the Contractor otherwise meets the requirements and conditions set forth in this Contract.

17   ENTIRE AGREEMENT

This Contract represents the final agreement in respect of the Work and shall supersede all prior agreements and representations between the Parties in this respect. Annexes A to C and any WO shall constitute integral parts of this Contract and shall be of full force and effect.

18   DISCREPANCIES

If there are discrepancies or conflicts between any of the documents that are part of this Contract, the document to prevail shall be given precedence in the following order:

(i)   This document;

(ii) The Commission's General Conditions of Contract (Annex A);

(iii) The Commission's Terms of Reference (Annex B);

(iv) The Contractor's Proposal (Annex C);

(v)   The relevant WO.

19 **SEVERABILITY**

If any term and/or provision of this Contract is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.

20 **NO WAIVER**

Failure by a Party to enforce a right shall not be deemed to be a waiver of that right unless otherwise expressly provided in this Contract.

21 **CONTRACT AMENDMENT**

No modification of, or change in, this Contract, or waiver of any of its provisions, or additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to this Contract, signed by duly authorized Representatives of the Parties.

22 **TRANSMISSION OF NOTICES AND OTHER DOCUMENTS**

Notices, invoices, reports and other documentation under the Contract shall be delivered or sent to the relevant Party as follows (or to such person/title, address or email address as the Party may substitute by notice after the date of the Contract):

(a) The Commission:

For Contractual Issues:

Chief, Procurement Section
Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO)
Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
1400 Vienna, Austria
Tel: + (43 1) 26030 6350
E-mail: procurement@ctbto.org

For submission of invoices:

Accounts Payable
CTBTO Financial Services Section
Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
1400 Vienna, Austria
Tel: + (43 1) 26030 6292
E-Mail: Payable_Invoices@ctbto.org

For invoices related enquiries:
Payments@ctbto.org

(b)   The Contractor:

For Contractual Issues and Invoices and Related Enquiries:

Name: …………
Position …………..
Address …………
Tel: ……………..
Email: …………..

23   EFFECTIVENESS

(a)   Except as provided below, any communication in connection with the Contract will be deemed to be given as follows:

(i)   if delivered in person, at the time of delivery;

(ii)   if by registered mail or courier, when received;

(iv)   if by electronic communication, when retrievable by the Commission in document form.

(b)   A communication given under Clause 23(a) above that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.

24   SOFTWARE LICENCE

Under the terms of the Commission's license agreement with Oracle, the Commission has limited right to use the Software for its internal business operations and may allow third parties to use the Software for this purpose. The Commission hereby grants the Contractor a non-exclusive, non-assignable, revocable right to use the Software for the duration of the Contract and for the purpose of doing the Work under this Contract. All title, ownership rights and intellectual property rights in and to the Software shall remain with Oracle. The Contractor acquires no title, right or interest in the Software, other than the right specifically granted by the Commission for the purpose of completing the Work under this Contract. The Contractor shall comply with the terms and conditions of the Oracle license attached hereto.

IN WITNESS hereof, the duly authorized Representatives of the Parties have executed this Contract:

For and on behalf of the **PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION:**

_____
[Name and Position]

Date: _____   Place: <u>Vienna, Austria</u>

For and on behalf of **[REGISTERED NAME OF THE CONTRACTOR]:**

_____
[Name and Position]

Date: _____   Place:

LIST OF ANNEXES

ANNEX A: THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT

ANNEX B: THE COMMISSION'S TERMS OF REFERENCE

ANNEX C: THE CONTRACTOR'S PROPOSAL

Terms of Reference

Maintenance and Enhancements of the Identity Management and WEB Single Sign-On platform for the CTBTO

TABLE OF CONTENT

1 INTRODUCTION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the "Commission") is the international organization setting up the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (hereinafter referred to as the "CTBT"), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosion. More information can be found under www.ctbto.org.

The Headquarters of the Preparatory Commission are in Vienna (Vienna International Centre of the United Nations).

The Commission has implemented an IDM (Identity Management) & SSO (Single Sign-On) infrastructure which provides users with a unified sign-on and authentication portal to all externally accessible PTS services.

It is hosted on the Commission's Web infrastructure and used by internal and external users.

The Commission seeks qualified providers of maintenance and enhancements of the IDM (Identity Management) & SSO (Single Sign-On) infrastructure.

2 BACKGROUND

2.1 Platform Overview

The current implementation of Identity management and SSO infrastructure is based on Oracle Fusion Middleware platform. The installed version is 12c Release 2.1 Patch Set 4.

Oracle Fusion Middleware (OFM) 12c provides a unified, standards-based infrastructure allowing the Commission to develop, deploy, and manage enterprise applications. Identity Management enables the Commission to effectively manage the end-to-end lifecycle of user identities across all enterprise resources, both within and beyond the firewall. Identity Management platform delivers scalable solutions for identity governance, access management and directory services.

Figure 1 provides an overview of the current IDM (Identity Management) & SSO (Single Sign-On) infrastructure as used by the Commission.
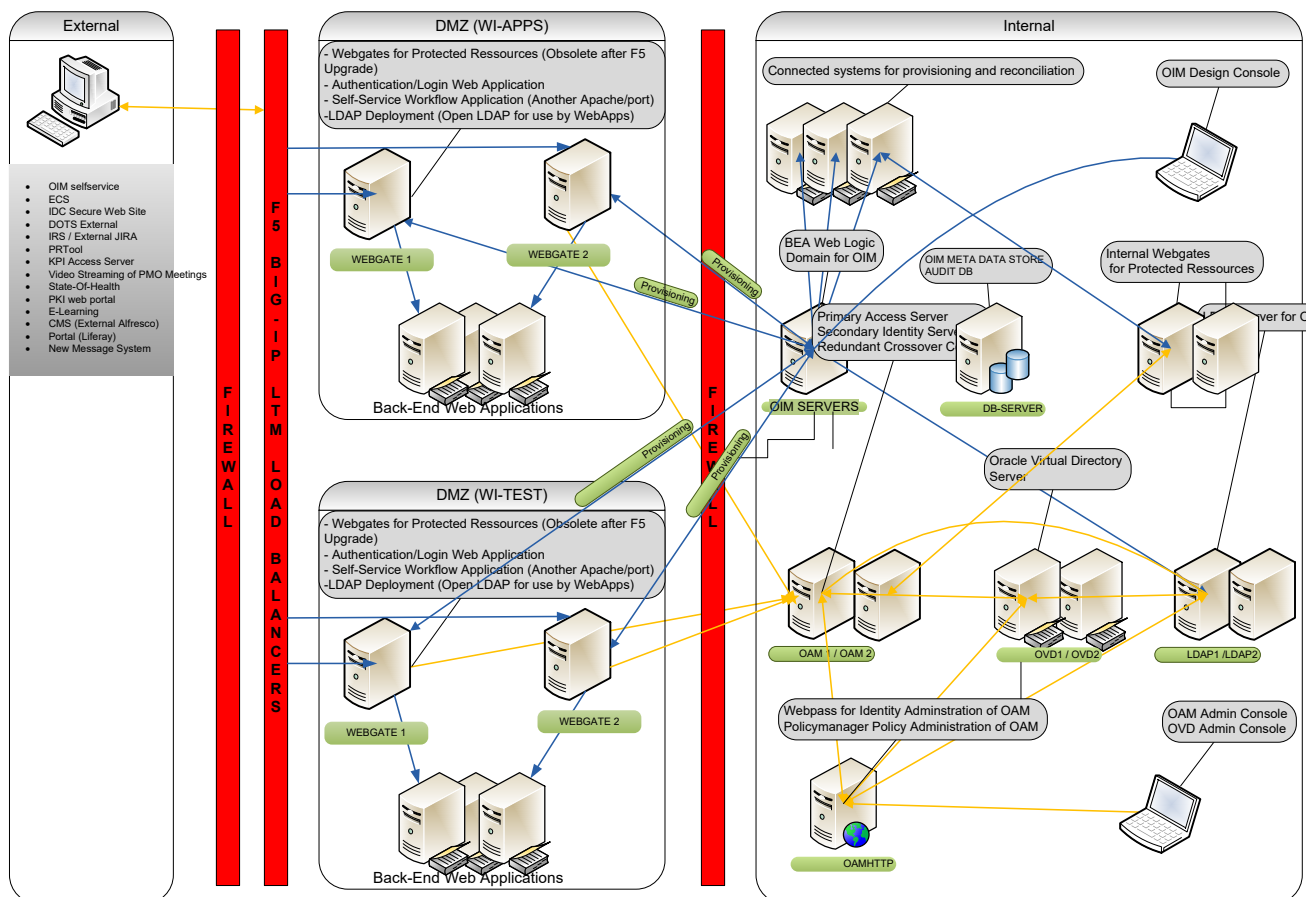

Figure 1. IDM (Identity Management) & SSO (Single Sign-On) used by the Commission

2.2 Main Components

2.2.1 Oracle Identity Management 12c - OIM

As part of Oracle Fusion Middleware, Oracle Identity Management provides a unified, integrated security platform designed to manage user identities, grant user access to resources, secure access to corporate resources, enable trusted online business partnerships, and support governance and compliance across the enterprise. It serves as the central repository for user records. It manages the workflows for provisioning and de-provisioning users, granting access to individual applications, password management, and self-service.

2.2.2 Oracle Access Managements - OAM

Access Manager provides a single, secure point of entry where the user's identity can be verified and access to enterprise resources can be managed. It contains the rules used to specify which user has access to which application. It is used by the Oracle Web-Gates running on the cluster of Oracle HTTP Servers (OHS).

2.2.3 Oracle HTTP Server- OHS

Oracle HTTP Server (*OHS*) is *the* Web server component for Oracle Fusion Middleware. It provides a HTTP listener for Oracle Access Manager and *the* framework for hosting static pages, dynamic pages, and applications over *the* Web.

2.2.4 Oracle WebGate - WEBGATE

The Oracle Web-Gate is a web-server plug-in for Oracle Access Manager (OAM) that protects individual resources. It is running on the backend of Oracle HTTP Servers. The rules are evaluated by the Oracle Access Manager and stored in an Oracle Unified Directory.

2.2.5 Oracle Unified Directory

The Oracle suite can use various LDAP servers for storing user credentials supported by Oracle Fusion Middleware infrastructure. The Commission uses Oracle Unified Directory server.

2.3 Prospective tasks

- Maintaining the current installation and configuration;

- Installing the latest patch sets and bundle patches;

- Upgrading of OIM/OAM and related components to the latest major releases;

- Migrating the whole infrastructure to new hardware or environment (outpost or cloud);

- Programming: scheduled tasks and event handlers, reconciliation, and provisioning workflows;

- Other activities related to the maintenance and configuration of the Identity Management and SSO infrastructure;

- Setting up alternative IM/AM/SSO solutions, and migrating dependent systems: MS Azure Active Directory/Entra Domain Services, Redhat Keycloak, etc. if requested by the Commission.

3 SCOPE OF WORK

3.1 The Requested Work

The Commission requests software work to maintain and enhance the Identity Management and SSO Infrastructure, using the existing technologies and installed software as baseline. The Commission may require enhancements or modifications to any of the components of the application currently in use.

3.2 Process Overview

The Commission requests specific enhancements, i.e. modification of scheduled tasks, change in configuration, upgrade of the software.

The Commission has a change management process in place that covers reporting and tracking software problems, as well as updating test and production environments. An Integrated Ticketing System based on the JIRA software is used to support this change management process. The Contractor personnel shall familiarize themselves with this process and follow it when updating the Identity Management and SSO Infrastructure.

The Contractor shall update the respective documentation to reflect changes caused by any upgrade to the software. All documentation shall adhere to the IDC Documentation Standards. Both standards mentioned above will be made available to the Contractor upon request after the entry into force of the Contract.

3.3 Regular Review meetings

The parties shall conduct regular Review Meetings:

a. The Commission and Contractor shall meet at least once per month and review the list of requested enhancements. Review meetings may be conducted in-person or by remote facilities, as deemed necessary by the Commission.

b. The Contractor's personnel will analyse, and where appropriate, gather sufficient user requirements to estimate the volume of work required to implement any requested enhancement or feature.

c. Following review, the Commission will request to implement tasks as deemed appropriate by the Commission.

d. Review meetings shall also address the state of previously requested tasks, and accept completed tasks, ready for invoicing.

e. The Workflow system (referred to item 3.2) shall be used to track progress and register issues arising with each enhancement request.

f. A formal review of progress shall be agreed upon between the Contractor and the Commission. Prior to such reviews, the contractor shall provide the finished work unit(s) to the Commission thus enabling the users to adjust their requirements as necessary.

g. As far as feasible, no modification or enhancement should impose dependencies on programming languages, software, or vendors on the Commission, such as but not limited to forced upgrade, maintenance, and licenses. Any deviation from this rule must be agreed with the Commission before work commences.

3.4 Installation and Configuration

The Contractor shall install and configure the enhancements into the code base and runtime system at the Commission. The Commission uses the source control system 'Git' for its code base; this system shall be utilized for these enhancements as well. Communication of source code and related items between the Commission and Contractor may proceed through the (external) 'GitLab' site, as arranged and agreed between the parties.

3.5 Testing and Acceptance

The Commission will have the primary responsibility for testing and acceptance of each enhancement or feature, assisted by the Contractor's personnel as required. A Testing and Acceptance Plan shall be developed by the Contractor for each work unit (task). This shall be reviewed and approved by the Commission prior to implementation of the software. Final acceptance of the software by the Commission will be based on the agreed Testing and Acceptance Plan.

All tests must be driven by established requirements, use cases and written design constraints. This refers to such requirements as were communicated in the original request for work, or subsequent refining of requirements in cooperation between the parties.

3.6 Software Documentation

The Contractor shall document software development (i.e. source code), implementation and configuration where appropriate, in the English language. All documentation shall adhere to the IDC Documentation Standards. Both standards mentioned above will be made available to the Contractor upon request after the entry into force of the Contract.

3.7 Warranty

Following the installation and acceptance of the various enhancements, the Contractor shall provide support services (warranty) for the delivered modules for a period of 24 months after the conclusion of this contract.

3.8 Support Services

In addition to the Warranty of delivered software, the Contractor shall be ready to provide support of any delivered modules for a period of up to 12 months after the conclusion of the Contract. This includes, but is not limited to, help desk calls, product patches, bug fixes and feature upgrades on the installed system as suggested by the Commission and in compliance with the Commission's guidelines. The cost of such additional support shall be clearly listed in the Proposal.

4 PERFORMANCE OF WORK

4.1 Work Orders

The work is to be carried out within the confines of Work Orders (WOs). These Work Orders will be the basis for initiating Work, the exact scope of Work, the deliverables, acceptance, invoicing, and payment of any Services performed by the Contractor. Each WO shall contain the number of person-days of on- or off-site work. The proposal shall clearly list the cost of each WO, in units of specified person-days of work. A portion of these days may be defined as annual maintenance of the system (to carry out bug fixes, corrections to the system, etc.)

4.2 Initiating Work

The Commission shall have the right, but not the obligation, to call-off Work in the form of Work Orders from signature of the Contract until 12 months thereafter ("Initial Call-off Period").

A Work Order will be initiated by the Commission in writing.

The Contractor shall perform work only after receipt of the WO. The Commission shall not be held liable for the payment of any on-request service(s) which have been performed before and/or without the issuance of a WO to the Contractor.

Before the issuance of a WO to the Contractor, the Contractor and the Commission shall agree on a work plan for the Work Order.

The Commission expects the Contractor to issue invoices in units of completed Work Orders, plus ancillary costs incurred during the execution of that Work Order.

The Commission expects the Contractor to issue invoices in units of completed WOs, which shall include the ancillary costs incurred during the execution of the Work Orders.

4.3 Initial Call-Off Period and Optional Extensions

The number of days required under this ToR is 60 person-days for the initial call-off period, out of which 15 might be required for on-site work. At the end of the Initial Call-off Period, or the depletion of the maximum number of 60 person-days, whichever occurs first, the Commission shall have the option to extend the Call-off Period for four (4) additional periods of 12 months each at the terms and conditions set out in the Contract.

5 Deliverables

5.1 Delivery of Enhancements

For each requested change or enhancement, the Contractor shall deliver:

 a. A complete set of code to implement the change (via git/GitLab or as otherwise agreed)

 b. Any required documentation or change/update to existing documentation will adequately describe the modified software or behavior of the application.

5.2 Delivery of reports

At regular meetings, the Contractor shall submit to the Commission a summary report on the satisfactory completion of the particular on-request service(s), including, without limitations, detailed description of all work performed, review of all project activities, lessons learned and recommendations.

5.3 Meetings

If requested by the Commission, upon completion of the on-request service(s), the Contractor may be required to provide an oral presentation (including slides/handouts as required) to the Commission at its Headquarters in Vienna.

The deliverable and the summary report, after being evaluated under reasonable performance criteria and accepted as satisfactory by the Commission, will form the basis for invoicing and payment of a particular on-request service performed under a WP.

6   ORGANIZATION OF WORK

Majority of work shall be executed off-site at the Contractor's premises, but some specific tasks shall be done at the Commission's headquarters in Vienna, Austria. For those tasks, on-site work of up to 15 days per call-off period may be required. The Contractor may be required to travel to the Headquarters of the Commission in Vienna up to 4 times per call-off period.

6.1   On-site Work at the Premises of the Commission

The Contractor shall arrange for laptop computers and mobile telephones required to execute the on-site work. The Contractor will report directly to a single nominated point of contact in the Commission. The Contractor and its personnel shall conform to the Commission's working hours and days if working on-site at the premises of the Commission.

6.2   Off-site Work Performed at the Contractor's Facilities

For off-site work, the Contractor shall provide their own infrastructure, hardware, and software environment necessary for the completion of its work under the Contract. In particular, the Contractor shall maintain at their premises a software/hardware platform that is similar enough to the PTS setup that thorough testing of the deliverables is possible.

6.3   Input By the Commission

The Commission will be responsible for overall supervision of all on-site operations, including the physical database environments, and physical requirements for design, development, testing and production.

The Commission will make all necessary and available documentation and source code available to the Contractor.

The Commission will make qualified staff available to assist and cooperate in responding to information requests from the Contractor to allow the Contractor to carry out the Work.

For on-site work (if necessary), the Commission will provide at its premises a suitable work environment. The Commission will also arrange access to Commission's personnel, documentation, and databases and other necessary identified sources of information.

For off-site work the Commission will provide VPN access to the relevant services for the purpose of the project. The Contractor shall communicate with the Commission by telephone, or electronic mail, as appropriate. All costs incurred by the Contractor as a result of such communication with the Commission for the performance of work under the Contract, shall be borne by the Contractor.

Progress meetings to discuss enhancements and their progress shall normally be conducted via remote meeting facilities, i.e. not in person, not necessarily at the Commission. However, if requested by the Commission, the Contractor shall participate in contract performance meetings, which may be organized at the Commission's Headquarters in Vienna or at the Contractor's facilities. During these meetings, planning and performance under the Contract, as well as any other relevant topic related thereto may be reviewed, discussed, and recorded.

It is expected that the Contract shall be initiated with a kick-off meeting, lasting up to one day, at the Commission' premises in Vienna.

6.4 Required Resources

6.4.1 General Requirements for the Contractor

1. At least three (3) years of experience in Identity and Access Management, including a minimum of two (2) years dedicated to Oracle IDM, OIM, and OAM. Please provide detailed examples of projects, outlining activities and achievements that demonstrate expertise in implementing single sign-on solutions utilizing Oracle Fusion Middleware's OIM/OAM components.

2. Minimum of at least two (2) years of past and current experience in integrating Oracle Identity and Access Management with third-party systems, more specifically in auto-provisioning of accounts and user identities and synchronization of user information between.

3. The Contractor must identify at least one (1) main senior technical staff **and** one (1) junior technical staff (as backup) to perform the scope of work and tasks specified in this project.

4. Minimum two (2) years of past or present experience in migrating identity management systems from OIM/OAM platform to another similar platform (preferably MS Azure Active Directory/Entra Domain Services), and systems dependent on it for identity and access management.

5. The Contractor shall demonstrate proof of a mature quality assurance system in place, (e.g. ISO9000 and/or similar certification).

6. The Contractor's staff must possess relevant certifications and/or demonstrate a minimum of two (2) years of proficiency in project management methodologies, including certifications such as PRINCE2 (Projects IN Controlled Environments), Project Management Professional (PMP), and agile frameworks such as (but not limited to) Scrum, or equivalent, to ensure effective collaboration.

7. The Contractor's Personnel must be able to effectively communicate and produce clear and concise reports and documentation for the users and technical staff of the Commission in the English language, a minimum of one (1) year experience working with an international organization where English is the main language of communication, should be proven; or alternatively, provide certificates to a B2 CEFR or equivalent language proficiency assessment.

6.4.2 Requirements for Contractor's Personnel

The Contractor's personnel proposed to perform the Work must have at least the following qualifications:

1. Bachelor's degree in Computer Science, Information Technology, or a related scientific or technical discipline with a computing emphasis.
2. Minimum of three (3) years of professional experience within the last 5 years in Java Enterprise Software Development Environment.
3. Minimum two (2) years of professional experience implementing single sign-on, identity and access management using Oracle Fusion Middleware 11g/12c or higher versions, specifically its suite of Oracle Identity Management components.
4. Minimum two (2) years professional experience in working with Oracle RDBMS 12c or above
5. Minimum of one (1) year working experience in publishing and consuming web services (SOAP or JSON/REST)

6. Minimum two (2) years of working experience in Unix and Linux (preferably RedHat Enterprise Linux) operating systems.

7. Minimum two (2) years of demonstrated practical knowledge of federated identity services (e.g. SAML 2.0, OAuth 2.0, OpenID Connect).

8. Minimum three (3) years professional experience in Docker container platform and relevant services, including development, preparation, packaging and deployment of images to different target environments, in either on-premise or cloud infrastructure. Knowledge of container orchestration and management using Kubernetes or Docker Swarm is a plus.

6.4.3 Acquisition of Software

a. The Commission will procure all required software licenses (see, however, item 3.3.g above).

b. The Commission's software standards (available upon request) and guidelines must be followed for all modifications or enhancements.

c. Modifications to documentation and new documentation must conform to the Commission's software documentation standards and templates.

d. The Contractor shall clearly describe the content, terms, conditions, and cost (if any) of all warranties and guaranties.

6.4.4 Maintenance of Third-Party Software

The Commission shall be responsible for the maintenance and update fees of any installed 3rd party software acquired and used to implement any enhancement. For software introduced by the Contractor, this is subject to prior approval by the Commission's staff at the progress meetings.

7 RISK MANAGMENT

The Contractor shall provide a thorough risk assessment plan at the project's commencement to identify potential risks that could impact the successful execution of the outlined software development activities in these Terms of Reference. Risks may include but are not limited to technical challenges, changes in project requirements/scope, resource constraints, schedule delays, integration difficulties, and third-party software dependencies. The risk assessment plan should be consistently updated, aligning with the delivery of project milestones or significant accomplishments.

Upon the project's satisfactory completion, the Contractor is obligated to conduct a final review of the initially identified risks. Risks that have been effectively mitigated or did not materialize should be officially closed, accompanied by appropriate documentation. The insights gained from the risk management process should be

methodically documented and shared with the Commission, thereby contributing to the knowledge repository for forthcoming software development endeavours.

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AMENDMENT

Amendment Number: AT-MLA-10979041-31-DEC-2009

Customer Name: Preparatory Commission for the Comprehensive Nuclear Test-Ban Treaty Organization (CTBTO)	Oracle Austria GmbH
Customer Address: Vienna International Centre PO Box 1200 A-1400 Wien	Oracle Adresse: IZD Tower, Wagramer Str. 17-19 A-1223 Wien

ORACLE CONTRACT INFORMATION

This amendment amends the Oracle License and Services Agreement AT_OLSA_v102309 ("OLSA") as well as the General Conditions of Contract of CTBTO version 16 Jul 09 ("GCC") between you and Oracle Austria GmbH ("Oracle"). This amendment document, the OLSA, the GCC and any other documents referenced in the aforementioned as an integral part shall be hereinafter referred to as "Agreement". „You", „your", "CTBTO" and "Commission" refers to the Preparatory Commission for the Comprehensive Nuclear Test-Ban Treaty Organization (CTBTO)."

A. AMENDMENT DETAILS:

You and Oracle hereby agree to amend the OLSA and the GCC as follows:

1. Section B Applicability of the OLSA shall be replaced as follows: „This Agreement is valid for a period of three (3) years from its effective date for any order in which this Agreement is referred to as an integral part. For the avoidance of doubt, it shall also apply to renewal orders of technical support upon expiration of the term of the Agreement if technical support was initially acquired under the Agreement during its term."

2. In section C Rights Granted of the OLSA the following shall be added at the end of the first paragraph: "For the avoidance of doubt, you shall retain all ownership and be entitled to intellectual property rights with regards to products, documents and other materials produced by yourself in relation to the Agreement and /or the programs and services acquired under your order."

3. In section G Indemnification of the OLSA the following shall be adding in the beginning: "When entering into an order, Oracle represents that none of the programs being ordered by you have been finally determined by a court of law to infringe the intellectual property rights of a third party. In addition, you may prior to placing your order request Oracle in writing to inform you whether any of the programs you intend to order are subject of an intellectual property infringement claim in a current legal proceeding before a court of law."

4. In section J. Fees and Taxes of the OLSA the first three sentences shall be replaced as follows: "All fees payable to Oracle are due within 60 days from the invoice date. Fees listed in an Oracle

ordering document are exclusive of value added tax and/or similar sales taxes. Any payments made by you shall reflect any tax exemption to which you are entitled by reason of the immunity you enjoy and Oracle shall consult with you to avoid the imposition of such charges. As regards VAT, duties and other taxes which are not subject to a tax exemption, Oracle shall list such charges on invoices as a separate item and, to the extent required, cooperate with you to enable reimbursement thereof. Alternatively, to the extent you may at any time become exempted from paying VAT or any such duties and other taxes to your suppliers and do provide a valid exemption certificate or other valid evidence of your entitlement to such exemption from VAT due to your status as an international organization, Oracle will exempt supplies under this Agreement from such charges. Any expenses for providing services shall be payable to Oracle if referred to in an Oracle ordering document and accepted by you. You will reimburse Oracle for expenses related to providing the services if such expenses are itemized in the respective Oracle ordering document."

5. In section K Non-Disclosure of the OLSA the following new paragraph shall be added in the end: "Notwithstanding the above, in case of the provision of consulting services by Oracle at your premises any political, scientific, financial, technical, human resources and procurement information or data stored on your IT-systems and any products generated thereof as well as any such information and data the Oracle consultants or subcontractors may otherwise be exposed to while being on your premises shall for the purposes of this section be deemed highly confidential ("Highly Confidential Information"). For the avoidance of doubt, any information specified in the second paragraph of this section shall not be deemed Highly Confidential Information. Highly Confidential Information shall be held in confidence in perpetuity. Highly Confidential information shall neither be disclosed by Oracle nor used for its own advantage. Oracle will avoid making copies of Highly Confidential Information and/or destroy all Highly Confidential information at the latest by conclusion of the performance of the order, except if such may - in your interest - be required thereafter... You shall endeavor not to expose Oracle consultants or subcontractors to Highly Confidential Information which is not required for the performance of the services by Oracle."

6. In section M Limitation of Liability of the OLSA the second sentence of the second paragraph shall be deleted.

7. In section N Export of the OLSA the following shall be added: "Your acceptance of this clause shall not be deemed to constitute a waiver of your privileges and immunities and is given only to the extent such agreement does not imply any discrimination of one or more or your member states."

8. Section O Other, O.1 of the OLSA shall be replaced as follows:
   "Any matter relating to the interpretation or application of this Agreement and all related orders shall be resolved by reference to the laws of Austria.

   The parties shall make every effort to resolve amicably by direct informal negotiations any dispute, controversy or claim arising out of or in connection with this Agreement. Any dispute, controversy or claim arising out of or in connection with this Agreement and/or an order placed thereunder or any breach thereof, shall, unless it is settled by direct negotiation, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL). The arbitrators shall have the authority to award remedies only to the extent the same remedies would be available if the parties were before a court of law. The arbitrators shall neither have the authority to award punitive damages nor interest except for simple interest up to a maximum of 5% to either party. The place of arbitration shall be Vienna and the proceedings shall be conducted in English. The number of arbitrators shall be one. The parties hereto agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute."

9. In Section O Other, O.5 of the OLSA the following clauses shall be inserted after the first sentence: "Such audit shall be for the purposes of determining your license compliance including related support services. Any such audit shall be subject to the confidentiality provisions as laid down in section K of the OLSA. Any such audit shall be conducted during regular business hours at your premises. According to the standard audit process any audit would generally commence with a self

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verification of the Oracle programs installed and/or used by you or on behalf of you according to the limitations of the license grant including information on your hardware and interfaces between those systems for which the Oracle programs are used with other systems."

10. The License Definitions and Rules referenced in section Q License Definitions and Rules of the OLSA and as appended to the OLSA shall only apply to program licenses and technical support acquired at the effective date of this Agreement. Any program licenses and technical support acquired thereafter during the term of this Agreement shall be subject to license definitions and rules current at the time of the order.

11. "Contract" as used in the GCC shall mean an Oracle ordering document and CTBTO's purchase order accepting the Oracle ordering document. Any such purchase order shall not contain any terms deviating from and/or supplementing the Oracle ordering document and/or the Agreement.

12. In section 3. Assignment of the GCC the following shall be added in the end: "which will – especially with regard to Oracle Corp. (which is the ultimate parent of Oracle) or its majority owned subsidiaries - not be unreasonably withheld."

13. In section 4. Subcontracting of the GCC the following shall be added in the end: "Retention of subcontracting services by Oracle from either Oracle Corp. (its ultimate parent) or its majority owned subsidiaries will not require prior written approval or clearance from the Commission."

14. In section 6. Contractor's Responsibility for Employees of the GCC the following shall be added in the end: "as per the Oracle Code of Conduct and Business Ethics which applies to the employees of Oracle Corp. and its majority owned subsidiaries."

15. In section 7. Assignment of Personnel of the GCC the following shall be added: "The provisions of this section 7 shall only apply to consulting services. In case of a request for withdrawal and/or replacement by the Commission according to subparagraph (a) the Commission shall inform Contractor in writing including the reasons thereof as well as grant the Contractor a reasonable grace period to arrange the withdrawal and/or replacement and/or other measures (if feasible and agreed by the Commission). Subparagraph (c) shall only apply to the withdrawal of personnel at the request of Contractor. The following subparagraph (d) shall be added: "(d) In the event of termination of employment of the personnel referred to in the Contract by reason of death, illness or comparable incapacity of such personnel no prior written approval according to subparagraph (a) above shall be required but the Commission shall have the right to terminate its order for consulting services in writing if it deems that a continuation of the consulting services without this specific personnel would have an adverse effect for the Commission. In such case the Commission shall pay to Oracle the fees and expenses for the services provided up to the point of termination."

16. Section 8. Conflict of Interest of the GCC shall be replaced as follows: "No employee of the Contractor assigned to perform Consulting Services under the Contract shall engage in any business, profession or occupation connected or related to the Services or Goods to be provided under the Contract if this constitutes a conflict with the interests of the Commission concerning the Comprehensive Nuclear-Test-Ban Treaty."

17. In section 9. Insurances of the GCC the following modifications shall be made: Subpara (d) shall be deleted. Subparagraph (f) shall be replaced as follows: "Any amounts for which the Contractor is liable and which are not recovered by the Contractor from the insurer shall be borne by the Contractor." In subparagraph (g) "with at least thirty (30) days prior written notice" shall be replaced with "during the term of the Agreement". Subparagraph (h) shall apply to consulting services only; for the purposes of this subparagraph (h), Oracle Corp. (which is the ultimate parent of Oracle) or any of its majority owned subsidiaries shall not be deemed a subcontractor.

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18. Section 11. Observance of the Law, subparagraph (a) shall for the avoidance of doubt be replaced as follows: "The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws, which generally apply to the performance of its obligations under the terms of the Contract."

19. In section 14, subpara (a) Publicity of the GCC the first sentence shall be replaced as follows: "The Contractor shall not advertise or otherwise make public the fact that it is providing or has provided Services and Goods for the Commission. The Commission acknowledges that the Contractor may however orally refer to the Commission as a customer in sales presentations to international organizations affiliated with the United Nations."

20. In section 15. Official Not to Benefit/Contingent Fees of the GCC the following modifications shall be made: The following shall be added in the end of subpara (a) (i): "This shall not apply to referral rewards granted to registered Oracle partners."

21. In section 22. Indemnification of the GCC the following shall be inserted in the beginning of the section: "Subject to the limitations of liability in section M of the OLSA, the Contractor /.../". In addition, in the second sentence of this section 22 the following shall part shall be deleted "and to claims or liabilities pertaining to intellectual property rights."

22. The parties agree that the following sections of the GCC shall not apply to the Agreement: 12. Confidentiality, 16. Intellectual Property and Other Proprietary Rights, 17. Default by Contractor, 18. Withholding of Payment, 19. Liquidated Damages, 20. Force Majeure, 23. Amicable Settlement, 24. Arbitration, 25.a Tax Exemption, 26. Termination, 28. Warranty, 29. Inspections and Tests, 30. Packing, 31. Delivery and Transportation, 32. Take-over/Hand-over, 33. Export Licenses and 34 Spare Parts.

23. General purchase or sales terms and conditions of the parties shall not apply to this Agreement and/or any orders placed thereunder.

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B. ADDITIONAL TERMS:

1. Order of Precedence

The following order of precedence shall apply to the documents which constitute an integral part of this Agreement:

1. this amendment
2. the OLSA (including any documents referenced in the OLSA as its integral part)
3. the GCC
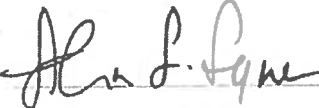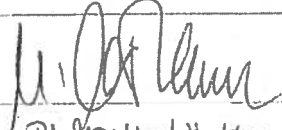
2. Appendices

The following documents which constitute an integral part of this Agreement are appended to this amendment:

Appendix A – Oracle License and Services Agreement AT_OLSA_v102309_en

Appendix B - General Conditions of Contract of CTBTO version 16 Jul 09

3. Effective Date

The effective date of the Agreement is 31-DEC-2009.

Customer:	Preparatory Commission for the Comprehensive Nuclear Test-Ban Treaty Organization (CTBTO)	ORACLE Austria GmbH	
Authorized Signature:	_[signature]_	Authorized Signature:	_[signature]_
Name:	John S. SEQUEIRA	Name:	DI Martin Winkler
Title:	Director, Division of Admin.	Title:	Oracle Austria GmbH IZD-Tower
Signature Date:		Signature Date:	Wagramer Straße 17-19 A-1223 Wien Jan 1. 2010 Tel: 33777-0 Fax: 33777-199
Authorized Signature:		Authorized Signature:	
Name:		Name:	
Title:		Title:	
Signature Date:		Signature Date:	

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ORACLE LICENSE AND SERVICES AGREEMENT

A.   Agreement Definitions

"You" and "your" refers to the individual or entity that has executed this agreement ("agreement") and ordered programs and/or services from Oracle Austria GmbH ("Oracle") or an authorized distributor. The term "ancillary programs" refers to third party materials as specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered. The term "program documentation" refers to the program user manual and program installation manuals. The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support. The term "services" refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered.

B.   Applicability of Agreement

This agreement is valid for the order which this agreement accompanies.

C.   Rights Granted

Upon Oracle's acceptance of your order, you have the non-exclusive, non assignable, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the programs and receive any services you ordered solely for your internal business operations and subject to the terms of this agreement, including the definitions and rules set forth in the order and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this agreement in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this agreement. If accepted, Oracle will notify you and this notice will include a copy of your agreement. Program documentation is delivered with the programs, or you may access the documentation online at http://oracle.com/contracts. Services are provided based on Oracle's policies for the applicable services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order (except technical support services, which are as specified in section H of this agreement). Upon payment for services, you have the non-exclusive, non-assignable, royalty free perpetual, limited right, to use for your internal business operations anything developed by Oracle and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms provided in the ordering document.

The services provided under this agreement may be related to your license to use programs which you acquire under a separate order. The agreement referenced in that order shall govern your use of such programs. Any services acquired from Oracle are bid separately from such program licenses, and you may acquire either services or such program licenses without acquiring the other.

D.   Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed and delivered under this agreement resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this agreement.

You may not:
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;

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- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs);
- disclose results of any program benchmark tests without Oracle's prior written consent;

E.   Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year after delivery (i.e. via physical shipment or electronic download). At any rate, you must notify Oracle of any program warranty deficiency within one year after delivery of the program or – in the absence of Oracle's acknowledgement – bring an action within such period. Oracle also warrants that services will be provided in a professional manner consistent with industry standards. At any rate, you must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

However, Oracle does not guarantee that the programs will perform error-free or uninterrupted or that Oracle will correct all program errors.

For any breach of the above warranties, your exclusive remedy and Oracle's entire liability shall be:

(A) the correction of program errors that cause breach of the warranty or, if Oracle cannot substantially correct such breach in a commercially reasonable manner, you may end your program license and recover the fees you paid to Oracle for the program license and any unused, prepaid technical support fees you have paid for the program license; or

(B) the correction of the service warranty deficiency – especially by reperformance of the deficient services -, or if Oracle cannot substantially correct a breach in a commercially reasonable manner, you may end the relevant services and recover the fees you paid to Oracle for the deficient services.

To the extent not prohibited by law, these warranties are exclusive and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

F.   Trial Programs

You may order trial programs, or Oracle may include additional programs with your order which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30 day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and will delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

G.   Indemnification

If a third party makes a claim against either you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);

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- gives the Provider sole control – to the extent permitted by law - of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees you have paid to Oracle for the license. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

H.   Technical Support

For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at http://oracle.com/contracts.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first and second renewal years the fee for SULS, will not increase by more than 3 % over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 3 % over the prior year's fees.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new

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versions of the program.

I. End of Agreement

If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If Oracle ends this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement plus related taxes and expenses. If Oracle ends the license for a program under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for services related to such license plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use those programs and/or services ordered. You further agree that if you have used an Oracle Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the programs and/or services that are subject to such contract. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

J. Fees and Taxes

All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes or any applicable duties (including timely notification and payment of any applicable stamp duties) imposed by applicable law that Oracle and/or you must pay based on the programs and/or services you ordered, except for taxes based on Oracle's income. Also, you will reimburse Oracle for reasonable expenses related to providing the services. Fees for services listed in an ordering document are exclusive of taxes and expenses. You agree that you have not relied on the future availability of any programs or updates in entering into the payment obligations in your ordering document; however, (a) if you order SULS for programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under your ordering document, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under your ordering document, per the terms of your ordering document and this agreement.

K. Nondisclosure

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing under this agreement and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents (including employees or agents of affiliates where required for the performance of obligations under this agreement) who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a federal or state governmental entity as required by law.

L. Entire Agreement

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You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the programs and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and/or services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any Oracle ordering document shall supersede the terms in any purchase order or other non-Oracle document and no terms included in any such purchase order or other non-Oracle document shall apply to the programs and/or services ordered. This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of you and of Oracle. Any notice required under this agreement shall be provided to the other party in writing.

M.   Limitation of Liability

Unless required by law – i.e. except in cases of damage caused by intent or gross negligence as well as in the case of other legally binding liability -, the following limitations of liability shall apply:

Neither party shall be liable for any indirect, incidental or consequential damages, or any loss of profits, revenue, data or data use. Moreover, Oracle cannot be held liable for other mere financial losses ("reine Vermögensschäden").

Furthermore, Oracle's maximum liability for any damages arising out of or related to this agreement or your order, whether in contract or tort, or otherwise shall be limited to the amount of the fees you paid Oracle under this agreement, and if such damages result from your use of programs or services, such liability shall be limited to the fees you paid Oracle for the deficient program or service giving rise to the liability.

These limitations of liability apply to Oracle's employees, contractors or vicarious agents accordingly.

N.   Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

O.   Other

1. This agreement is governed by the substantive and procedural laws of Austria. The applicability of the United Nations Convention on Contracts for the International Sales of Goods is excluded. You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of Vienna, Austria in any dispute arising out of or relating to this agreement.

2. If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle Austria GmbH, A-1223 Wien, IZD Tower, Wagramer Str. 17-19, attn Legal Counsel.

3. You may not assign this agreement or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of the programs and/or any services, you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts.

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4. Except for actions for any nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.

5. Upon 45 days written notice, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, Oracle can end your technical support, licenses and/or this agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

6. You understand that Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as an Oracle subcontractor on an engagement ordered under this agreement.

P.   Force Majeure
Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for programs delivered or services provided.

Q.   License Definitions and Rules
To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.

Customer:	ORACLE Austria GmbH
Authorized Signature:	Authorized Signature:
Name: John S. SEQUEIRA	Name:
Title: Director, Division of Admin.	Title:
Authorized Signature:	Authorized Signature:
Name:	Name:
Title:	Title:
Signature Date:	Signature Date:
Effective Date:	

Oracle Austria GmbH
IZB-Tower
Wagramer Straße 17-19
A-1220 Wien
Tel: 33777-0 Fax 33777-199

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LICENSE DEFINITIONS AND RULES

License Definitions and Metrics

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle programs.

$M Annual Transaction Volume: is defined as one million U.S. dollars (=EURO 717.500,–) in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, MetaLink has information on which products have been translated for the supported languages (http://metalink.oracle.com). For new or unsupported customers, please contact your Oracle Account Manager for this information.

Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle iSupplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing programs and JD Edwards Supplier Self Service, use by your external suppliers is included with your application user licenses.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired non read-only licenses, regardless of whether the individual is actively using the programs at any given time.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the program (measured explicitly in the program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless you acquire additional CRF Page licenses from Oracle.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

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Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

$M Cost of Goods Sold: is defined as one million U.S. dollars (=EURO 717.500,--)in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

Custom Suite User: is defined as an individual authorized by you to use the application programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time.

Customer: is defined as the customer entity specified on the ordering document. The programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates. There is no limitation on the number of computers on which such programs may be copied, installed and used.

Developer User / Developer/ Developer Seat: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. Developer Users may create, modify, view and interact with the programs and documentation.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 - External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, all of the company's full-time, part-time, temporary employees and agents, contractors and consultants that are providing the outsourcing services for you must be counted for the purposes of determining the number of Employees.

Employee User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the programs for academic and non-commercial use.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by you, including the dispatchers, to the field using the programs.

$M Freight Under Management: is defined as one million US Dollars (=EURO 717.500,--) of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party

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shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

IK Invoice Line: is defined as one thousand invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from Oracle.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at http://www.oracle.com/education under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time you order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when you order the relevant product or service. The list price will be reduced by applying the discount specified in your order. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from the date your order is accepted by Oracle, and you must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which you acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

SM in Managed Assets: is defined as one million U.S. dollars (=EURO 717.500,--) of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

Membership: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is accessing the hosted service at any given time.

Module: is defined as each production database running the programs.

Monitored User: is defined as an individual who is monitored by an Analytics program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator

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Analytics program, every user of your licensed CRM Sales application program must be licensed. For the purposes of the Human Resources Compensation Analytics program, all of your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / programs) users (individuals) that the program monitors.

Named User Plus / Named User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Diagnostics Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Management Pack for IBM Websphere Portal and Provisioning Pack, only the users of the program that is being managed/monitored are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Change Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all users of the middleware and/or database software that support the respective application program are counted for the purpose of determining the number of licenses required.

With respect to the following programs: Load Testing for Web Applications, Load Testing for Web Applications Developer Edition, Load Testing Accelerator for Web Services, and Load Testing Accelerator for Siebel, each emulated human user and non human operated device shall be considered as a virtual user and shall be counted when determining the number of Named User Plus licenses required.

For the purposes of the following programs: Oracle GoldenGate, and Oracle GoldenGate for Mainframe, only (a) the users of the database from which you capture data and (b) the users of the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or

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outsourcer, authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Oracle Finance Division Contract: is a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

Oracle University Knowledge Center Service: is defined as a web based learning environment hosted by Oracle that provides on demand access to either an individual Oracle University training course ("Online Course") or to all (or limited content subsets) of the Oracle University training courses available on the Knowledge Center website ("Passport"). The Oracle University Knowledge Center service is available at http://www.oracle.com/education/ouke/, and is made available to you subject to the terms of this agreement and Oracle University's Online Hosting Access Policies, which are located at http://www.oracle.com/education/ouke/hosting_policies.html and may be updated by Oracle from time to time without notice to you. Online Courses and Passports are made available on a membership basis. In the event that any Oracle programs are made available for download as part of the service, then use of such programs is subject to the terms of this agreement. If you acquire the Oracle University Knowledge Center service, the term shall be one or two year(s) from the effective date of your order. Oracle University Knowledge Center service is licensed on an individual subscriber basis and is non-transferable and non-assignable. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE DOES NOT WARRANT THAT THE ORACLE UNIVERSITY KNOWLEDGE CENTER SERVICE WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.

Order Line: is defined as the total number of order entry line items processed by the program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless you acquire additional Order Line licenses from Oracle.

Order Management User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12 month period. You may not exceed the licensed number of orders during any 12 month period.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the programs are installed.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

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Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following program: Healthcare Transaction Base, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non-Oracle Databases, System Monitoring Plug-in for Non-Oracle Middleware, Diagnostics Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Management Pack for IBM Websphere Portal and Provisioning Pack, only the processors on which the program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Change Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft, all processors on which the middleware and/or database software that support the respective application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, Informatica PowerCenter and PowerConnect Adapters, Application Adapters for Data Integration, and Application Adapter for Warehouse Builder for: PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Audit Vault Collection Agent, only the processors of the database sources from which audit data is collected must be counted for the purpose of determining the number of licenses required.

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For the purposes of the following program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Oracle GoldenGate, and Oracle GoldenGate for Mainframe, only (a) the processors running the database from which you capture data and (b) the processors running the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

Program Documentation: is defined as the program user manual and program installation manuals.

$M in Revenue: is defined as one million U.S. dollars (=EURO 717,500,--) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub program a record is defined as the total number of unique case database records stored in the Case Hub program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the purposes of the Site Hub program a record is defined as the total number of unique site database records stored in the RRS SITES B table of the Site Hub program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub program).

For the programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at http://oracle.com/contracts for the grant and restrictions of the underlying Oracle technology.

For the Hyperion Data Relationship Management program, a record is defined as the unique occurrence of any business object or master data construct that you choose to manage within the program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include

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any duplicates or shared references that may be essential for master data management purposes.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator program.

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

Server: is defined as the computer on which the programs are installed. A Server license allows you to use the licensed program on a single specified computer.

Service Order Line: is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless you acquire additional Service Order Line licenses from Oracle.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 (=EURO 717,50,–) increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

Technical Reference Manuals
Technical Reference Manuals ("TRMs") are Oracle's confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary

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rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

Trading Partner: is defined as an end user of a business to business (B2B) hub.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

1K Transactions: is defined as one thousand unique transactions processed through the program during a 12 month period. You may not exceed the licensed number of transactions during a 12 month period unless you acquire additional transaction licenses from Oracle. For Oracle Contact Center Anywhere, a unique transaction is defined as one of the following: inbound phone call, outbound phone call (direct dialed, preview dialed, predictive dialed, web call back), workgroup fax, workgroup email/voice mail, and chat session (inbound sessions / web collaboration with agents). For JD Edwards World Purchase Card Management, a unique transaction is defined as a single charge processed by the program.

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Employee: is defined as an active employee of yours. (Note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Workstation: is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

Term Designation
If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

1 Year Hosting Term: A program license specifying a 1 Year Hosting Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate. A program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

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1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

1 Year Subscription: A program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate.

Licensing Rules

Failover: Subject to the conditions that follow below, your license for the following programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One), Oracle Database Enterprise Edition Options, Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition), Oracle Internet Application Server Options, Business Intelligence Suite Enterprise Edition Plus, Business Intelligence Server Enterprise Edition and Business Intelligence (Standard Edition or Standard Edition One), WebLogic (Server Standard Edition, Server Enterprise Edition, Suite, Suite Options or Application Grid), Tuxedo and Adapters, Oracle Enterprise Repository, Entitlements Server, Entitlements Server Security Module, Directory Services, Identity Federation, Oracle Essbase Plus and those programs with "BEA" in the program name includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year.

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Additionally, it may be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms

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on which the Oracle Business Intelligence Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.

- Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel are licensed by Computer. Each Computer license is limited to support the use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each core is recognized as a CPU. For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs.) These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a Hyperion Data Store(s). The Hyperion Data Integration Management Computer license allows for such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.
- Application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at http://oracle.com/contracts.
- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.
- The license for the Hyperion Planning Plus program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Planning Plus program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Profitability and Cost Management program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Profitability and Cost Management program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Data Relationship Management program includes a limited use license for both the WebLogic Server Standard Edition and BPEL Process Manager programs. Such limited use license means that the WebLogic Server Standard Edition and BPEL Process Manager programs may only be used to enable workflow functions in order to process requests within the Hyperion Data Relationship Management program.
- You may run only one data repository of the Oracle Real User Experience Insight per server regardless of the number of processors being licensed on the server.
- For the purposes of the Primavera Web Services program, developers and end-users who are not already licensed for Primavera P6 Enterprise Project Portfolio Management and who need access to applications created using P6 Web Services and/or P6 Java APIs, must be licensed for the Primavera Web Services program.

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If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
WebLogic Application Grid	10 Named Users Plus per Processor
Coherence Standard Edition	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
Web Logic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
Web Services Manager	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Event-Driven Architecture Suite	10 Named Users Plus per Processor
Business Intelligence Standard Edition	10 Named Users Plus per Processor
WebCenter Suite	10 Named Users Plus per Processor
WebCenter Services	10 Named Users Plus per Processor
Universal Content Management Standard Edition	10 Named Users Plus per Processor
Universal Content Management	10 Named Users Plus per Processor
Imaging and Process Management	10 Named Users Plus per Processor
Content Conversion Server	10 Named Users Plus per Processor
Distributed Document Capture	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the program is installed on a one processor machine that allows for a maximum of one user per program.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus

If licensing by Named User Plus, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed; in that case the number of cores used to determine the number of licensed processors for the programs listed below in column A must

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match the number of cores used to determine the number of licensed processors of the associated program listed in Column B. Associated programs are those programs being used in conjunction with the program in Column A.

Column A	Column B
Database Enterprise Edition Options*- Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Database Vault, Data Profiling and Quality, Active Data Guard, Real Application Testing, Advanced Compression, Total Recall **Database Enterprise Management***- Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack for Oracle Database, Provisioning and Patch Automation Pack for Database, Data Masking Pack	Oracle Database Enterprise Edition, Audit Vault Server
RDB Server Options* - Trace	Rdb Enterprise Edition; CODASYL DBMS
WebLogic Suite Options**- BPEL Process Manager Option, Service Bus, SOA Suite for Non Oracle Middleware, Business Process Management Suite	WebLogic Suite
Application Server Enterprise Management**- Diagnostics Pack for Oracle Middleware, Configuration Management Pack for Oracle Fusion Middleware, Provisioning and Patch Automation Pack for Oracle Middleware, Management Pack Plus for SOA, Composite Application Performance Management Pack	Associated application server program being managed by the program in Column A
Management Pack for Oracle Coherence**	Coherence Enterprise Edition, Coherence Grid Edition
Business Intelligence Server Enterprise Edition Options- Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing	Business Intelligence Server Enterprise Edition
Business Intelligence Suite Enterprise Edition Plus Option- Business Intelligence Management Pack	Business Intelligence Suite Enterprise Edition Plus
Beehive Platform Options- Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform
Hyperion Financial Data Quality Management Options- Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Adapter Suite	Hyperion Financial Data Quality Management for Hyperion Enterprise
Hyperion Data Integration Management Options-	Hyperion Data Integration Management

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Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development	

* If licensing by Named User Plus you must maintain, at a minimum, 25 Named Users Plus per Processor per associated program.

** If licensing by Named User Plus you must maintain, at a minimum, 10 Named Users Plus per Processor per associated program.

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Appendix B - General Conditions of Contract of CTBTO version 16 Jul 09

CTBTO | preparatory commission for the
comprehensive nuclear-test-ban
PREPARATORY COMMISSION | treaty organization

General Conditions of Contract

1. DEFINITIONS

(a) In these general conditions of contract the terms beginning with a capital letter shall have the meaning as defined in the Contract.

(b) "Services" means all services to be rendered under the Contract.

(c) "Goods" shall mean all goods, equipment, materials and/or other supplies to be provided under the Contract.

2. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Commission. Neither the Contractor and any subcontractor, nor their personnel shall be considered to be an employee or an agent of the Commission.

3. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the Contract except with the prior written consent of the Commission.

4. SUBCONTRACTING

In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval and clearance of the Commission for such subcontractor(s). The Commission's approval of a subcontractor shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

5. SOURCE OF INSTRUCTIONS

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

(b) While present at the Commission's premises, personnel of the Contractor shall, at all times, obey and conform to all requests and instructions of the Commission's officials and the United Nations Security Staff.

6. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for the performance under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

7. ASSIGNMENT OF PERSONNEL

(a) The Contractor shall not replace or withdraw any personnel referred to in the Contract for the performance of the Services without the prior written approval of the Commission or unless requested by the Commission.

(b) Prior to assignment, replacement or withdrawal of personnel for the performance of the Services, the Contractor shall submit to the Commission for its consideration, the curriculum vitae or detailed justification to permit evaluation by the Commission of the impact which such assignment, replacement or withdrawal would have on the Services.

(c) In the event of withdrawal of personnel, all costs and additional expenses resulting from the replacement, for whatever reasons, of any of the Contractor's personnel shall be for the account of the Contractor. Such withdrawal shall not be considered as termination in part or in whole of the Contract.

8. CONFLICT OF INTEREST

No employee of the Contractor assigned to perform Services under the Contract shall engage, directly or indirectly, in any business, profession or occupation connected or related to the Services or Goods to be provided under the Contract if this constitutes a conflict of interest.

9. INSURANCES

(a) The Contractor shall provide and thereafter maintain appropriate insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract.

(b) The Contractor shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.

(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from any operations carried out by the Contractor in performing its obligations in connection with the Contract or from operation of any vehicles, boats, airplanes and other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors.

(d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:
  (i) Name the Commission as additional beneficiary;
  (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Commission.

(e) The Contractor shall, upon request, provide the Commission with satisfactory evidence of the insurance required under the Contract.

(f) Any amounts not insured, not recovered from or not claimed by the insurer shall be borne by the Contractor.

(g) Information concerning reduction of coverage shall be furnished by the Contractor to the Commission with at least thirty (30) days prior written notice.

(h) The Contractor undertakes that provisions to the same effect as the provisions in sub-clauses (a) through (c) above will be inserted in all subcontracts made in performance of the Contract, except sub-contracts exclusively for furnishing Goods.

10. EMCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any public office or on file with the Commission against any monies due or to become due for any Services or Goods provided under the Contract, or by reason of any other claim or demand against the Contractor.

11. OBSERVANCE OF THE LAW

(a) The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws bearing upon the performance of its obligations under the terms of the Contract.

(b) In particular, the Contractor shall comply with the labour laws of the country in which the Services or Goods are to be furnished providing for benefits covering injury or death in the course of employment.

12. CONFIDENTIALITY

(a) All technical, financial or other documentation and data the Contractor compiled for or received from the Commission under the Contract shall be treated as confidential and shall be delivered only to the Commission's authorized officials on completion of the Services or as requested by the Commission.

(b) Either Party acknowledges that all knowledge and information concerning the other Party that may be acquired in connection with the performance of its obligations under the Contract, including but not limited to, any information relating to its operations and procedures, are confidential and proprietary information of the other Party and it shall receive such confidential and proprietary information of the other Party in confidence and shall not disclose or permit disclosure of any such knowledge or information to any person and/or entity without the prior written consent of the other Party.

(c) The Contractor shall not, at any time, use such confidential information to its own advantage.

(d) The restrictions on confidentiality shall not apply to the information which:
  (i) presently is in the public domain;
  (ii) hereafter becomes part of the public domain without the other Party's fault;
  (iii) was in the possession of the other Party at the time of the disclosure, as shown by written evidence;
  (iv) is disclosed to the other Party at any time hereafter by a third Party.
  (v) is required to be disclosed to governing bodies, or to governmental authorities to the extent required by law or to obtain needed authorization to perform the Contract or pursuant to reporting requirements imposed by those governing bodies or the government of the State of the Contractor.

(e) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract by the Commission.

13. LANGUAGES, WEIGHTS AND MEASURES

Unless otherwise specified in the Contract, the English language shall be used by the Contractor in all written communications to the Commission with respect to the Services or Goods to be provided and all documents procured or prepared by the Contractor. The Contractor shall use metric units, except when otherwise specified in the Contract.

14. PUBLICITY

(a) The Contractor shall not advertise or otherwise make public the fact that it is providing or has provided Services and Goods for the Commission. Also, the Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise.

(b) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract.

15. OFFICIAL NOT TO BENEFIT/CONTINGENT FEES

(a) The Contractor warrants that:
  (i) No person or selling agency has been employed or retained by it to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or retainer, except regular employees or bona fide and

officially established commercial or selling agencies maintained by the Contractor for the purpose of securing business;

(ii) No official or servant or retired employee of the Commission who is not a regular employee of the Contractor, has been or shall be admitted by the Contractor to any direct or indirect benefit arising from the Contract or the award thereof.

(b) In case of breach by the Contractor of the warranties referred to in previous clauses, the Commission shall have the right to deduct from the Contract Price, or otherwise recover from the Contractor, the full amount of any such commission, percentage, brokerage, contingent fee or retainer so paid.

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

(a) Except to the extent the Contractor has granted a license to the Commission, the Commission, shall be entitled to all intellectual property, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced or collected under 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 Commission and/or to the government where the Services or Goods are to be provided, in compliance with the requirements of the applicable law.

(b) The Contractor declares that it does not know of any intellectual property rights of third parties, which might be infringed in the execution of the Contract. Should, contrary to the Contractor's expectation, claims be raised against the Commission charging it with infringement of intellectual property rights, the Contractor shall hold harmless the Commission and shall indemnify it to the full extent of any damages or awards arising from such claims. This obligation of the Contractor shall continue to be in full force and effect up to the expiration of such intellectual property rights.

(c) The Commission shall give the Contractor due notice in writing of any charges of infringement brought against the Commission and of the filing of any suit for infringement of intellectual property rights of third parties due to the execution of the Contract, and the Commission shall give the Contractor the opportunity to defend the Commission against the said suit at its discretion and shall not, without the Contractor's consent in writing, make any admission or consent to any claim of any third party, which might be prejudicial to the Contractor's position.

17. DEFAULT BY THE CONTRACTOR

(a) In case the Contractor fails to fulfil its obligations and responsibilities under the Contract and provided the Contractor has not remedied such failure(s) within thirty (30) days of having been given written notification by the Commission of the nature of the failure(s), the Commission may, at its entire discretion and without prejudice to its right to withhold

payment(s), hold the Contractor in default under the Contract.

(b) When the Contractor is thus in default, the Commission may, by giving written notice to the Contractor, terminate the Contract as a whole or such part or parts thereof in respect of which the Contractor is in default. Upon such notice, the Commission shall have the right to seek completion, at the Contractor's expense, of that part or those parts of the Contract with respect to which the Contractor is in default.

(c) The Contractor shall, in this case, be solely responsible for any reasonable costs of completion of the Services and/or delivery of Goods, including such costs, which are incurred by the Commission over and above the originally agreed Contract Price.

18. WITHHOLDING OF PAYMENT

(a) The Commission may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect the Commission from loss under the Contract on account of:

(i) The Contractor's failure to carry out its obligations or to make adequate progress with the obligations, except for failure arising out of force majeure;

(ii) The Contractor's failure to remedy unsatisfactory performance, when such failure has been drawn to his attention by the Commission;

(iii) The Contractor's failure to submit on time the reports required.

(b) The withholding by the Commission of any interim payment shall not affect the Contractor's obligation to continue performance of his obligations under the Contract.

(c) No interest shall accrue on payments eventually withheld by the Commission in application of the stipulations of this paragraph.

19. LIQUIDATED DAMAGES

Subject to Clause 20 below (force majeure), if the Contractor fails to deliver any or all of the Services and/or Goods within the latest time period(s) specified in the Contract, the Commission may, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages, a sum equivalent to 0.2 per cent of the portion of the Contract Price for the delayed Services and/or Goods for each working day of delay until actual performance, up to a maximum of sixty (60) working days. The recovery by the Commission of proven damages shall not be excluded.

20. FORCE MAJEURE

(a) Force majeure as used herein shall mean acts of God, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome.

(b) 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 Commission of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.

(c) In this event, the following provisions shall apply:

(i) The obligations and responsibilities of the Contractor under the Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues;

(ii) The term of the Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the obligations to be different from the period of suspension;

(iii) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Commission shall have the right to terminate the Contract on the same terms and conditions as are provided for in the Termination Clause of the Contract, except that the period of notice may be seven (7) days instead of thirty (30) days;

iv) For the purpose of the preceding sub-clause, the Commission may consider the Contractor permanently unable to perform in case of any period of suspension in excess of ninety (90) days. Any such period of ninety (90) days or less shall be deemed temporary inability to perform.

21. INSOLVENCY AND BANKRUPTCY

Should the Contractor be insolvent, 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, the Commission may, without prejudice to any other right or remedy it may have under the terms of the Contract, terminate the Contract forthwith by giving the Contractor written notice of such termination.

22. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense the Commission, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers' compensation and to claims or liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

23. AMICABLE SETTLEMENT

The parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, the Contract or the breach, termination or invalidity thereof. If the parties cannot reach such amicable settlement through negotiations, the matter shall first be referred to conciliation, by a request by either party for conciliation procedures. The conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the parties, within a time period of ninety (90) days. There shall be one conciliator. The conciliation shall be in Vienna, Austria, and it shall be conducted in the English language.

24. ARBITRATION

(a) In the event of a failure to reach an amicable settlement in accordance with Clause 23 above (amicable settlement), any dispute arising out of the interpretation or application of the terms of the Contract or any breach thereof shall be settled in accordance with the arbitration rules established by UNCITRAL as at present in force. The number of arbitrators shall be one. The arbitration shall be in Vienna, Austria, and it shall be conducted in the English language.

(b) The arbitrator shall take into account the internationally recognized general principles of commercial transactions. The arbitrator shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

25. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed a waiver of any of the privileges and immunities of the Commission and its employees.

25(a). TAX EXEMPTION

In principle, the Commission is exempt from all taxes, customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. Since the arrangement under which such exemption is respected varies from country-to-country, the Contractor shall collaborate with the Commission to achieve Tax exemption at source or to pursue reimbursement of taxes paid from the Commission, as the case may be.

26. TERMINATION

The Commission may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of termination to the Contractor. In the event such termination is not caused by the Contractor's negligence or fault, the Commission shall be liable to the Contractor for payment in respect of Services already satisfactory accomplished or Goods delivered and accepted and in conformity with the terms of the Contract, for necessary terminal expenses of the Contractor, and for the cost of such urgent work as is essential and as the Contractor is asked by the Commission to complete. The Contractor shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of the Commission's notice of termination.

27. GOODS

In the event that the Contract requires the Contractor to supply Goods, the following clauses shall apply in addition to the above.

28. WARRANTY

(a) The Contractor warrants that the Goods, including packaging, conform to the specifications for the Goods ordered under the Contract and are fit for the purpose for which such Goods are ordinarily used and for purposes expressly made known to the Contractor by the Commission, and are new and free from defects in design, workmanship and materials.

(b) This warranty shall remain valid for twenty-four (24) months after the Goods or any part thereof have been delivered and accepted, whichever is later, unless the Contractor has granted a longer period. Should the Commission transfer the title of the Goods to a third party during the warranty period, the right to enjoy the warranty shall be transferable to the new title-holder.

(c) If, during the warranty period mentioned in Sub-clause (b) above, the Goods or any part thereof are found to be defective or not in conformity with the specifications under the Contract, the Contractor shall, upon notification, promptly and at its own expense correct all such defects and non-conformities. If these defects and non-conformities cannot be corrected, the Commission shall have the right, at the Contractor's expense, to either demand replacement of the defective item, or receive appropriate reimbursement, or have the defective item repaired or otherwise procured from a third party.

29. INSPECTIONS AND TESTS

(a) The Commission shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications. The technical specifications shall specify what inspections and tests the Commission requires.

(b) The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at a point of delivery designated by the Commission and/or at the Goods' final destination. The Contractor shall give all reasonable facilities and assistance-including drawings and production data-to the Commission at no charge to the Commission.

(c) Should any inspected or tested Goods fail to conform to the technical specifications, the Commission reserves the right to reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Commission.

(d) The Commission's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the point of delivery designated by the Commission or at the Commission's offices, shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Commission.

(e) Nothing in this Section on Inspections and Tests shall in any way release the Contractor from any warranty or other obligations under the Contract.

(f) All equipment/material supplied under the Contract may be subject to pre-shipment inspection by a third party to be specified by the Commission. The Contractor is not liable for cost of this inspection.

30. PACKING

The Contractor shall comply or ensure compliance with the following provisions concerning packing:

(a) The Goods shall be packed as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit.

(b) In the case of a cross-border shipment, the Goods shall have appropriate export packing. If necessary, all cases/crates must be wrapped inside with heavy-duty plastic lined paper, should be steel-strapped and must be able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kilograms.

(c) The consignment shall be marked and shipped as per address shown on the Purchase Order Form.

(d) Neither partial delivery nor transhipment shall be made unless specifically agreed by the Commission in writing.

(e) Each case/crate/package shall carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm. E m3, D Kg.) and shall be marked as follows:

EQUIPMENT FOR
THE PREPARATORY COMMISSION FOR THE
COMPREHENSIVE NUCLEAR-TEST-BAN
TREATY ORGANIZATION.
[point of delivery]

PURCHASE NO. _____
GROSS WEIGHT _____
NET WEIGHT _____

(f) Markings shall be done with weatherproof materials. All non-containerized Goods shall be shipped below deck.

(g) Each case/crate/carton shall carry (outside) a copy of the packing list describing the contents of the case/crate/carton. Outside Case No. 1 should be attached with invoice covering the actual delivery. The accompanying papers must be made out in the English language.

(h) Prior to delivery, a fax (or a letter by courier service) shall be sent to the consignee, if any, advising of the following:
  - purchase order/Contract number;
  - waybill number or equivalent reference number of the shipment (if any);
  - number of boxes/cartons/crates/etc.;
  - estimated time of departure (ETD);
  - point of departure and name of freight carrier;

- estimated time of arrival (ETA) to final destination.
(i) The following documents shall be enclosed with the shipment in case of shipping by air:
  - airway bill;
  - proforma or commercial invoice;
  - packing list.
(j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

31. DELIVERY AND TRANSPORTATION

(a) Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Contract, and the Goods shall remain at the risk of the Contractor until delivery has been completed.
(b) Transport of the Goods to the port of discharge or such other point in the country of destination and/or forwarding to the consignee, if any, (door-to-door) specified in the Contract shall be arranged and paid for by the Contractor and the cost thereof shall be included in the Contract Price.

32. TAKE-OVER/HAND-OVER

Upon successful completion of delivery or of installation and a testing and evaluation period, as specified in the Contract, responsibility for the Goods will be handed over to the consignee or other designated entity.

33. EXPORT LICENCES

If an export licence or any other governmental authorization is required for the Goods, it shall be the obligation of the Contractor to obtain such licence or governmental authorization. In the event of failure to obtain such licence or authorization within reasonable time, the Commission may declare the Contract null and void.

34. SPARE PARTS

In accordance with the Contract, the Contractor may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured and/or distributed by the Contractor:

(a) Such spare parts as the Commission may choose to purchase from the Contractor, provided that the Contractor is not relieved of any warranty obligations under the Contract;
(b) In the event of termination of production of the spare after delivery of the Goods:
  (i) advance notification to the Commission of the pending termination, in sufficient time to permit the Commission to place a final order;
  (ii) following such termination, furnishing at no cost to the Commission, the blueprints, drawings and specifications of the spare parts, if and when requested.

35. UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS

Questions concerning matters arising under the Contract, but not settled in it, shall be settled in conformity with the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), which shall be applicable to the Contract. The applicable language version of the Convention shall be the version in which the Contract is written.

16 Jul. 09

STATEMENT OF CONFIRMATION

On behalf of (name of firm or organization):_____, I hereby attest and confirm that:

a) The firm/organization possesses the legal status and capacity to enter into legally binding contracts with the Commission for the supply of equipment, supplies, services or work.

b) The firm/organization is not insolvent, in receivership, bankrupt or being wound up, and not under administration by a court or a judicial officer, and that it is not subject to the suspension of its business or legal proceedings for any of the foregoing reasons.

c) The firm/organization has fulfilled all its obligations to pay taxes and social security contributions.

d) The firm/organization has not, and that its directors and officers have not, within the last five years been convicted of any criminal offense related to professional conduct or the making of false statements or misrepresentations as to their capacity or qualifications to enter into a procurement or supply contract.

e) The Commission, in the event that any of the foregoing should occur at a later time, will be duly informed thereof, and in any event, will have the right to disqualify the firm/organization from any further participation in procurement proceedings.

f) The firm/organization did not/will not attempt to influence any other bidder, organization, partnership or corporation to either submit or not submit a proposal/bid/quotation.

g) The firm/organization will not, in the absence of a written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation/Bid/ Proposal or the procurement process if the person:

   a. at any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the Commission;
   b. at any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.

h) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) have been identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to the UN Security Council Resolution 1267 (Consolidated Sanctions List).[1]

i) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) are subject to any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

_____

[1] The Consolidated United Nations Security Council Sanctions List can be found on the following website: **https://www.un.org/securitycouncil/content/un-sc-consolidated-list**

j) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

k) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) will use the funds received under contracts/purchase orders with the Commission to provide support to individuals, groups, undertakings or entities associated with terrorism.

l) The prices in the firm/organization's proposal/bid/quotation have been arrived at independently, without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.

m) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of the Commission a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by, the Commission in connection with a procurement proceeding.

n) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings if it does not disclose to the Commission any situation that may appear as a conflict of interest, and if it does not disclose to the Commission if any official or professional under contract with the Commission have an interest of any kind in the firm/organization's business or any kind of economic ties with the firm/organization.

o) The firm/organization expressly agrees to abide by the United Nations Supplier Code of Conduct.[1]

Name (print): _____   Signature: _____

Title/Position: _____

Place (City and Country): _____   Date: _____

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[1] https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct