Good practice for choosing the appropriate remedy is to:

- Identify the non-conformance
- Consider the cause (negligence from Supplier or the UN organisation, force majeure, etc.)
- Consider the Contract/type of requirement (goods, services or works)
- Consider the context (e.g. sole source, competition, emergency)
- Consider the beneficiary/end-user requirements
- Apply principle of proportionality

When considering any Contract remedy, seeking feedback from the Supplier is prudent. As a practical business matter, the Supplier should be given an opportunity to provide evidence against pursuing the remedy. That evidence might point to an excusable delay or impossibility of performance. Such evidence can lead to a remedy that is fair and just for both the UN organisation and the Supplier.

When performance problems are the result of Supplier deficiencies, the legal terms and conditions of the Contract provide remedies. Such deficiencies may be related to late delivery or to other variances from Contract requirements. In case of late/delayed delivery an example would be to accept the late/delayed delivery and to invoke a Liquidated Damages Clause.

A typical clause in service Contracts would be, “payment upon completion of certain tasks”. Progress payments would only be made once the task has been completed by the Supplier and accepted and approved by the UN organisation. In case of performance delays (time or quality) the UN organisation could withhold payment until the performance failure is cured.

Termination is the most serious remedy available to a UN organisation. It is the exercise of the UN organisation’s right to completely or partially discontinue Contract performance.