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UNITED NATIONS DEVELOPMENT PROGRAMME

## **ADVERTIZEMENT**

### **INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)**

**Local Consultant-Institutional Reform and capacity building: Records and information Management in Provincial Offices (North, South and East)**

**(Open to Sierra Leone Nationals Only)**

**Date: 27 March 2017**

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**Procurement Notice No.: SLE/IC/2017/005**

**Country: Sierra Leone**

**Description of the assignment: Records and Information management on Institutional Reform and capacity building in the Provincial Offices.**

**Project Name: LGED**

**(Open to Sierra Leone Nationals Only)**

**Period of assignment: 30 working days**

Proposal should be submitted at the following address, UNDP, 55 Wilkinson Road, Freetown, Sierra Leone or by email to [procure.sle@undp.org](mailto:procure.sle@undp.org) no later than **15:00 hours, 7 April 2017**.

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. UNDP Sierra Leone will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

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## 1. BACKGROUND

The Ministry of Local Government and Rural Development (MLGRD) took the pioneering stance in public sector reform, entailing revamping records management reforms, and refurbishing the records office thereby improving work environment and enhancing capacity building and storage for records and documentation center. Pillar 7 of the Agenda for Prosperity emphatically notes that information governance accelerates efficient public sector reform and good governance.

As part of UNDP's continued support to the Ministry especially in strengthening capacity for taking strategic leadership in the decentralization and local governance issues in Sierra Leone, it provided funding to support the Ministry in ensuring that there is effective and efficient records and information management system. As partner in development, UNDP recognizes the Ministry's vision for an effective information governance system which is the bedrock for efficient administration, economic development and for protecting justice system and human rights issues.

The MLGRD and UNDP are with the view that information created should be identified (mapped) classified and protected with technologies, and believes that with a holistic approach the Ministry will be capacitated to resolve the challenges connected with accessing the required information on all matters under its portfolio, at the right time and with the least possible cost.

Modern transformative principles stress on holistic approaches to development so that meaningful progress can be achieved. This fact was recognized by the Director of Decentralization Secretariat at a forum when he emphasized that "classroom type of training can be lopsided, but records management infrastructural reforms and capacitating Local Councils was more transformative". The Ministry, through the tangible intervention of UNDP has accomplished establishing sound records infrastructure at Ministry headquarters in Freetown.

A restructured records office required sustained effort for strengthening the gains achieved. This has been consistently pursued. For instance, there has been mandatory oversight and monitoring in the form of regular spot checks for effective service delivery so as to avoid collapse of the gains attained so far. Most often, gains attributed to public sector reform initiatives dissipate and eventually collapse due to ineffective staff capacity, lack of elements of change management and guidelines and procedures are continually compromised and flouted.

Through UNDP intervention, the Ministry has made tremendous strides towards providing strategic direction, and demonstrated assertiveness in achieving the following targets in the performance tracking table:

- established and operationalize effective paper based records management systems
- acquired electronic equipment and server to introduce Local Area Network (LAN) and institutionalize ministry-wide including shared networks with regional offices so that information can flow urgently without using external paraphernalia such as radio networks
- trained staff to use IT for modern office use and records and information management for capturing and securing digital records for public access

**Milestones 1:** Centralized filing system was introduced and institutionalized. *The Records Office Procedures Manual and the Records Management Guidelines* was reviewed and approved by Ministry stakeholders for adoption.

**Milestones 2:** For maintaining payroll integrity, personnel files were reviewed for completeness with verifiable employment records of all staff on the nominal list of personnel in the Ministry. The “master personnel files” at the Human Resources Management Office (HRMO) were assessed to match the “working files” held in the Ministry and gaps identified were completed with the required employment records.

**Milestones 3:** A digitizing project was launched and documents relating to amalgamation and information on legitimacy and rights to the throne of paramount chiefs, chiefdom administration during colonial era were digitized. The digital records are saved on desktops in the records office and also on back up devices. There are plans to upload the data on the server and eventually on the Ministry’s website.

**Milestone 4:** Records office and secretarial staff and senior records users and creators were trained to use IT for modern office and records management and for accessing documents accommodated in the records office.

This is significant records management system and the benefits should be strengthened, sustained and replicated to the three-regional headquarters: Bo for the South, Kenema for the East and Makeni for the North.

## 2. DUTIES AND RESPONSIBILITIES

- Review the existing records and filing systems in the Regional Offices; collect, collate and organize existing records, classify and map records created according to subject and functional areas, determine the retention value of records in consultation with users, and recommend appropriate measures for inactive records.
- Working in consultation with the IT Officer at central level, review and set-up computerized records management systems in the Regional Offices and the linkages with paper, and make appropriate recommendations
- Recommend and help establish sound Records and Information Management Policies, Processes and Procedures that resonate with existing standards and guidelines for managing records in the public service.
- Provide essential induction in Records Management to key staff of the Regional Offices in order to ensure sustainability of the procedures implemented
- Review the legislative and regulatory framework for Records Management and Archive administration in the public service.
- Review Institutional arrangements including records storage capacity in MDAs
- Assess the capacity of systems and procedures capable of capturing, maintaining and providing access to records as evidence over time
- Assess staff capacity to manage government records in both paper and electronic environments
- Assess physical facilities/location (defining the required building, which should be capable of supporting professional workflow and of protecting and preserving paper and electronic records)
- Develop recommendations on short and long-term options for records management and Archives.

**Minimum requirements for the final report will include:**

- Present draft report to major stakeholders for validation, using Microsoft Power Point
- Incorporation of relevant information from the validation meeting into the final document

- Submit three bounded copies of the final report (formatted and edited in standard desktop publishing writing style) and an electronic copy, saved in Microsoft WORD to the MLGRD and UNDP Country Office

#### **Key Results Expected**

- A Records Management Policy with attendant Guidelines and Manual
- Lists of inactive records at regional offices submitted for review and approval for transfer to the National Records Centre
- Accessioned and organized paper-based records at Regional Office levels
- Clear, simple and effective systems for managing active paper and computerized records at Regional Office levels
- An induction on RM policies and procedures for key staff at the Regional Offices.
- A comprehensive consultancy report for the MLGRD and UNDP

The results of the consultancy will provide clear guidelines for an effective records management systems in the three regional offices in Kenema, Bo and Makeni. The provincial staff will be trained on records management with a fully functional paper-based and computerized Records and Information Management in the three Regional Offices.

### **3. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)**

#### **Core competencies**

- A track record on successful design, organization and facilitation of training on records management and ICT application (prior engagement with Government agencies will constitute an asset),
- Ability to prepare concise user-friendly reports on records management

Education:	<ul style="list-style-type: none"> <li>• An advanced degree (Masters) in public administration and management studies or equivalent</li> </ul>
Experience:	<ul style="list-style-type: none"> <li>• Not less than 8 years post qualification experience and 5 of which should have been in management or institutional development</li> <li>• Excellent writing skills in the English Language</li> <li>• Good analytical and organizational skills and the ability to work under pressure</li> </ul>

Language Requirements:	<ul style="list-style-type: none"> <li>• Fluency in written and spoken English</li> </ul>	
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#### 4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

**Qualified individuals are hereby requested to apply. The application must contain the following:**

Interested Individual consultants must submit the following documents/information:

**Technical Proposal**

- (i) Explaining why He/She is the most suitable for the work
- (ii) Provide a brief methodology (max 2 pages) on how they will approach and conduct the work
- (iii) Completed P11 form-[http://sas.undp.org/documents/p11\\_personal\\_history\\_form.doc](http://sas.undp.org/documents/p11_personal_history_form.doc)
- (iv) Detailed achievement based CV

#### 5. FINANCIAL PROPOSAL

**Financial Proposal**

The financial proposal shall specify a total lump sum amount for the 30 working days (including travel cost, Daily Sustenance Allowance and the number of anticipated working days). Payments are based upon delivery of the services as follows:

- 1<sup>st</sup> installment-20% upon submission of acceptable work plan/ inception report.
- 2<sup>nd</sup> installment-30% upon submission of draft report to MLGRD and UNDP

3<sup>rd</sup> and final payment 50% upon submission of the approved final report

#### 6. EVALUATION

*The UNDP Sierra Leone will choose among one of these two evaluation methods prior to submit the have the Individual Consultant Procurement Notice. Once the evaluation method has been selected the other one shall be deleted to avoid any misunderstanding*

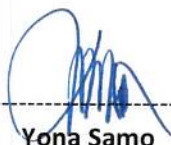
**Evaluation of Criteria and Weight**

The International Consultant will be evaluated against a combination of technical and financial criteria. Maximum score is 100% out of a total score for technical criteria equals 70% and 30% for financial criteria.

The technical evaluation will include the following:

- Background and Education-10%
- Technical approach, methodology and work plan demonstrating a clear understanding of the TOR-20%
- Substantial professional knowledge and experience in developing records management system - 30%
- English language fluency in both oral and written and previous experience working with international and national organizations-10%

Please note that the online system will only allow you to upload one document, therefore the technical and financial proposal are to be attached to the CV and uploaded together at once.



Yona Samo  
Officer In Charge (Operations)

## **ANNEX**

### **ANNEX 1- TERMS OF REFERENCES (TOR)**

### **ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

## UNITED NATIONS DEVELOPMENT PROGRAMME

### Terms of Reference



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#### I. Position Information

**Post Title:** Local Consultant-Institutional Reform and capacity building: Records and information Management in Provincial Offices (North, South and East)

**Contract type:** National IC

**Duration:** 30 working days

**Start Date:** 17 April 2017

**End Date:** 16 May 2017

**Duty Station:** Makeni, Bo and Kenema (limited travel to selected District Offices and local councils)

**Supervisor:** Permanent Secretary (MLGRD), Project Manager-LGED

#### II. Background

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resolve the challenges connected with accessing the required information on all matters under its portfolio, at the right time and with the least possible cost.

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### **III. Duties & Responsibilities**

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#### **Minimum requirements for the final report will include:**

- Present draft report to major stakeholders for validation, using Microsoft Power Point
- Incorporation of relevant information from the validation meeting into the final document

- Submit three bounded copies of the final report (formatted and edited in standard desktop publishing writing style) and an electronic copy, saved in Microsoft WORD to the MLGRD and UNDP Country Office

#### IV. Deliverables & Timelines

##### Key Results Expected

- A Records Management Policy with attendant Guidelines and Manual
- Lists of inactive records at regional offices submitted for review and approval for transfer to the National Records Centre
- Accessioned and organized paper-based records at Regional Office levels
- Clear, simple and effective systems for managing active paper and computerized records at Regional Office levels
- An induction on RM policies and procedures for key staff at the Regional Offices.
- A comprehensive consultancy report for the MLGRD and UNDP

#### V. Payment Modalities

##### Financial Proposal

The financial proposal shall specify a total lump sum amount for the 30 working days (including travel cost, Daily Sustenance Allowance and the number of anticipated working days). Payments are based upon delivery of the services as follows:

- 1<sup>st</sup> installment-20% upon submission of acceptable work plan/ inception report.
- 2<sup>nd</sup> installment-30% upon submission of draft report to MLGRD and UNDP
- 3<sup>rd</sup> and final payment 50% upon submission of the approved final report.

#### VI. Qualifications

Education:	<ul style="list-style-type: none"> <li>• An advanced degree (Masters) in public administration and management studies or equivalent</li> </ul>
Experience:	<ul style="list-style-type: none"> <li>• Not less than 8 years post qualification experience and 5 of which should have been in management or institutional development</li> <li>• Excellent writing skills in the English Language</li> <li>• Good analytical and organizational skills and the ability to work under pressure</li> </ul>

Language Requirements:	<ul style="list-style-type: none"> <li>Fluency in written and spoken English</li> </ul>
<b>VII. How to Apply</b>	
Interested Individual consultants must submit the following documents/information:	
<b>1. Technical Proposal</b> <ul style="list-style-type: none"> <li>(i) Explaining why He/She is the most suitable for the work</li> <li>(ii) Provide a brief methodology (max 2 pages) on how they will approach and conduct the work</li> <li>(iii) Completed P11 form-<a href="http://sas.undp.org/documents/p11_personal_history_form.doc">http://sas.undp.org/documents/p11_personal_history_form.doc</a></li> <li>(iv) Detailed achievement based CV</li> </ul> <p>Please note that applications will only be considered if they include ALL of the items listed above. Also note that the UNDP job portal website only allows for one document to be uploaded, so please combine all of the abovementioned items into one single Word or PDF document before uploading.</p>	
<b>VIII. Evaluation Criteria</b>	
<b>Evaluation of Criteria and Weight</b>	
<p>The International Consultant will be evaluated against a combination of technical and financial criteria. Maximum score is 100% out of a total score for technical criteria equals 70% and 30% for financial criteria.</p> <p>The technical evaluation will include the following:</p> <ul style="list-style-type: none"> <li>Background and Education-10%</li> <li>Technical approach, methodology and work plan demonstrating a clear understanding of the TOR-20%</li> <li>Substantial professional knowledge and experience in developing records management system -30%</li> <li>English language fluency in both oral and written and previous experience working with international and national organizations-10%</li> </ul> <p>Please note that the online system will only allow you to upload one document, therefore the technical and financial proposal are to be attached to the CV and uploaded together at once.</p>	



## **UNDP**

### **GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

#### **1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

#### **2.0 SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

#### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

#### **4.0 ASSIGNMENT:**

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

#### **5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

#### **6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

## **9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor,

subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

## **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient ("Recipient") of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 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 this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as

are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity

thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, 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, controversy, or claim.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and

charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers 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.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

## **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

## **23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.