



REQUEST FOR PROPOSAL (RFP)

Policy Review of UNDP's Quality Standards for Programming

To: Interested Bidders	DATE: April 7, 2017
	REFERENCE: RFP/BPPS/2017/003 – Policy Review of Quality Standards for Programming

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Policy Review of Quality Standards for Programming**.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **Monday, May 01, 2017** and via email to the address below, indicating the following reference in the subject of the email "Policy Review of Quality Standards for Programming"

bpps.procurement@undp.org

Your Proposal must be expressed in the English language, and valid for a minimum period of 90 days.

Proposals sent to other UNDP e-mail addresses will not be accepted and the Purchaser will not be responsible for the confidentiality of such offer.

Proposers must take into account the following:

Proposers must indicate the below in the e-mail subject box while submitting the Technical proposal and other documents related to this bid:

TECHNICAL PROPOSAL (items A, B and C of Annex 2). RFP/BPPS/2017/003: Policy Review of Quality Standards for Programming

Proposers must indicate the below in the e-mail subject box while submitting the Financial proposal:

FINANCIAL PROPOSAL (items D and E of Annex 2). RFP/BPPS/2017/003: Policy Review of Quality Standards for Programming

(Both financial and technical proposals must be submitted as separate files).

*The Financial Proposal **MUST BE** password protected and the password **MUST NOT** be sent to UNDP with the proposal submission.*

Upon finalizing the technical evaluation, only technically qualified bidders will be requested to provide the password of the financial proposal. The technically qualified proposers will have 24 hours to respond to UNDP's request for the password.

Proposers may send as many e-mails as needed; however, the size of each e-mail should not exceed seven megabytes (7 MB). As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline. Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Simona Marinescu
Director/Chief of Profession
Development Impact Group
Bureau for Policy and Programme Support
7 April 2017

Annex 1

Description of Requirements

Context of the Requirement	<i>UNDP's Quality Standards for Programming have been in place for a year. For the first time, all of UNDP's projects have been quality assured against a set of 7 quality criteria with rating generated based on the evidence of quality provided. In light of recent performance audits and evaluations stressing the importance of reviewing the system to ensure it is fit for purpose given capacity and resource limitations, the policy review will assess how well the organization has been able to implement the Quality Standards and propose recommendations for further improvement and investments that should be prioritized by the organization.</i>
Implementing Partner of UNDP	Direct Implementation
Brief Description of the Required Services	<p>The objective of this work will be to complete the following two objectives:</p> <ol style="list-style-type: none"> 1. Conduct an independent spot check of the Project QA data to advise on the credibility of the self-reported data entered in the system and the rigor and evidence-base that underpins the completion of the exercise. A random representative sample of projects (approx. 450 projects) will be spot checked. Further information is available in the TOR (annex 3.) 2. Collect user feedback on the relevance and usability of the quality standards and quality assurance process. Also use recent assessments (RBM Performance Audit, Institutional Effectiveness Assessment, MOPAN and MAR) to inform the analysis as independent sources. Recommend changes to enhance the utility of the system, which may include revisions to the formulation of the questions in the rating tools. This should also include recommendations on areas that may not be covered well in the current standards, such as on partnerships. <p>An analysis and recommendations paper will be developed and shared with UNDP for consideration and will inform a revision of the standards and rating/screening tools, as needed. It will also inform management decision-making on investments that are needed to build staff capacities, take specific leadership action, structure incentives and other areas that may address the findings and recommendations of the assessment.</p>
List and Description of Expected Outputs to be Delivered	Please refer to the Terms of Reference (Annex3)
Person to Supervise the Work/Performance of the Service Provider	<i>Team Leader a.i., Quality Programming Team</i>

Frequency of Reporting	<i>Monthly</i>			
Progress Reporting Requirements	<u>Paper due at the end of assignment (after 2 months), with regular discussions with the Team Leader a.i.</u>			
Location of work	<input checked="" type="checkbox"/> At Contractor's Location			
Expected duration of work	Two months			
Target start date	1 June 2017			
Latest completion date	1 September 2017			
Travels Expected	The bidders are not expected to travel, however they are expected to obtain user feedback via electronic surveys, email, phone, and/or other means deemed necessary to complete the objectives of the policy review. All costs related to such communications and data gathering/analysis should be factored into the bid.			
Special Security Requirements	Standard security requirements apply, that are governed by the local and international laws.			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Not applicable			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required for the team leader and for research analysts			
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars			
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms	Outputs	Percent	Timing	Condition for

				Payment Release	
	Data collection method proposal	10%	Within 2 weeks of start of assignment	Within thirty (30) days from the date of meeting the following conditions:	
	Raw data of analysis from spot checks and user feedback	40%	By 1 August 2017	a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and	
	Final Recommendations and Analysis Report	50%	By 1 September 2017	b) Receipt of invoice from the Service Provider.	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Team Leader a.i., Quality Programming Team				
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services <input checked="" type="checkbox"/> Purchase Order				
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.				
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%) (Minimum pass score is 49 points out of 70 total obtainable)</u> Qualifications of Company/Organization/University (25 points): <ul style="list-style-type: none">• Demonstrated experience with programming analysis and synthesis based on data and other evidence (10 points)• Minimum 5 years of experience undertaking qualitative research through literature review and interviews (4 points)• Expertise and reputation in the field of development programming (5 points)• Knowledge of and experience working with UN Organizations (2 points)• Experience with UNDP country offices will be considered an asset (2 points)• Demonstrated experience in setting strong relationships with clients, focuses on impacts and results for clients, and responds positively to feedback (2 points) Approach and Proposed Methodology (20 points):				

	<ul style="list-style-type: none"> • Relevance and appropriateness of the proposed approach and methodology to effectively deliver the assignment (10 points) • Completeness, appropriateness and relevance of the proposed activities to the Terms of Reference (5 points) • Adequate and relevance of the proposed quality assurance mechanisms (5 points) <p><u>Qualifications of Key Personnel (25 points):</u></p> <p>Senior Advisor (Team Leader) (20 points)</p> <ul style="list-style-type: none"> • Proven knowledge of elements contributing to the quality of development programming, including theory of change, results based management, capacity development, gender analysis and sustainability of programming (10 points); • Master's Degree in public administration, development studies or related field (2 points) • Minimum 5 years of demonstrated experience in international development or related field including experience in designing, assessing, evaluating or implementing development programming (5 points); • Proven excellent English writing and communication skills, particularly in the context of writing to make complex content accessible to all. The potential candidate(s) is requested to submit a list of relevant publications (3 points). <p>Research Analysts (5 points):</p> <p>UNDP estimates that 4-5 Research Analysts will be required for this assignment. Bidders may offer different number of analysts.</p> <ul style="list-style-type: none"> • Minimum educational level: University degree, with skills in data analysis • Minimum years of relevant experience: 2 years • Specialized skills: Data analysis <p>The firm/institution is expected to offer and deploy analysts to perform the proposed assignment.</p> <p><u>Financial Proposal (30% or maximum 30 points)</u> (Only bidders which get minimum of 49 points on technical evaluation will be technically responsive and considered for financial evaluation)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP. FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p>
--	--

	<p>(TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g. 30%) Total Combined and Final Rating of the Proposal</p>
UNDP will award the contract to:	<p>One company/firm, organization or university.</p> <p>Any proposer can submit an offer however a proposer cannot submit at the same time its own proposal and be a subcontractor with another proposer. This situation will raise a conflict of interest.</p> <p>However, two or more companies can form an association and submit ONE proposal. In this case the companies have to select a leading company amongst them and with whom will sign the contract with UNDP.</p>
Annexes to this RFP	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4)</p> <p><input checked="" type="checkbox"/> Detailed TOR (Annex 3)</p>
Contact Person for Inquiries (Written inquiries only)	<p><i>Focal Person in UNDP: Jessica Murray</i> <i>Email address: Jessica.murray@undp.org</i> <i>With copy to Sam Musomba at Kyuma sam.kyuma@undp.org</i></p> <p>Last day to submit questions to UNDP is 7 days before the submission date. UNDP will provide responses on a rolling basis for each.</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹)

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date] , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following, and providing relevant documents/evidences (where necessary):

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Provide one example of a relevant published analytic report related to or international development, which draws on data from projects.*
- g) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

--

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

The Price Schedule Sheet document should be provided as a separate document from the technical offer and to be password protected.

D. Price Schedule Sheet*

Outputs	Percentage	Price Per Output in USD
Data collection proposal	10%	
Raw data of analysis from spot checks and user feedback	40%	
Final Recommendations and Analysis Report	50%	
Total Price in USD		

E. Cost Breakdown by Cost Component

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement *	No. of Personnel	Total Rate in USD
1. Key Personnel				
1- Senior Advisor/Team Leader		2 months	1	
2. Research Analysts (indicate the cost for each analyst separately:				
# proposed		6 weeks		
II. Other Costs (As applicable)				
Communications				
Others				

*The proposed period is an estimation. Bidders at their discretion may suggest the different period as long as it will allow UNDP meet its project timelines.

[Name and Signature of the Service Provider's Authorized Person]

[Designation]
[Date]

Terms of Reference (TOR) for a Company Policy Review of Programming Standards

A. Unit: Bureau for Policy and Programme Support (BPPS)/ Development Impact Group, Results and Quality Programming Team

B. Background

During UNDP's 2014-2017 Strategic Plan, the organization introduced clear standards and processes for quality programming for which managers are accountable. The Development Impact Group (DI Group) in the Bureau for Policy and Programme Support (BPPS) is responsible for developing and maintaining these programming standards.

The [quality standards for programming](#) with accompanying rating tools at both the programme/CPD and project levels, were introduced in March 2016 and enable managers and appraisal committees to objectively assess the quality of the CPDs and projects in an evidence-based manner.

All Project quality assurance (QA) data is entered in the corporate planning system, and analyzed using Microsoft Power BI. Data is collected at the project level at three stages: design, implementation and closure. Every development project in UNDP (approx. 3500 projects in total) regardless of level (country, regional or global) is assessed against the quality standards. The rating tool used depends on the stage of the project. The project document for new projects are assessed using the [design rating tool](#) in the corporate planning system, with results discussed at the Local Project Appraisal Committee (LPAC.) Ongoing projects are assessed once per year using the [implementation rating tool](#). Projects that are being operationally closed are appraised one last time using the [closure rating tool](#).

Quality at the programme level is independently assessed by the HQ PAC Secretariat at the design stage and kept in an Excel spreadsheet. Ongoing programmes are assessed during the Results-Oriented Annual Reporting (ROAR) process.

Now that all projects and most programmes in UNDP have been assessed against these new standards, UNDP would like to undertake a comprehensive review of the standards to inform learning and provide recommendations for further revision to ensure they are fit-for-purpose and effective. UNDP would like to engage a firm for a portion of this work, namely to complete the following objectives:

3. Conduct an **independent spot check** of the Project QA data to advise on the credibility of the self-reported data entered in the system and the rigor and evidence-base that underpins the completion of the exercise. A random representative sample of projects (approx. 450 projects) will be spot checked. Issues that will be reviewed include: replicability of the ratings given the provided evidence in the system; strength of the management plans; full completion of the exercise; review of who assessed and approved the QA reports in the system; summary of the exemptions recorded and the stated reasons; the final list of dimensions will be discussed between the firm and UNDP to determine what can be done within the available time and resources. Results of the spot check should be provided for the organization and by region, type of project, stage of project and others.
4. Collect **user feedback** on the user friendliness and relevance of the quality standards and QA

process. Also use recent assessments (RBM Performance Audit, Institutional Effectiveness Assessment, and donor assessments) to inform the analysis as independent sources. Recommend changes to enhance the utility of the system, which may include revisions to the formulation of the questions in the rating tools. User feedback will be collected through a survey sent to all QA Assessors and QA Approvers, as well as follow-up interviews with a sample of these. Feedback will also be obtained through online discussions. This should also include recommendations on areas that may not be covered well in the current standards, such as on partnerships.

An **analysis and recommendations paper** will be developed and shared with UNDP for consideration and will inform a revision of the standards and rating/screening tools, as needed. It will also inform management decision-making on investments that are needed to build staff capacities, take specific leadership action, structure incentives and other areas that may address the findings and recommendations of the assessment.

C. Scope of Work

The recommendations of this Review will help the DI Group to revise the prescriptive content for the Quality Standards for Programming and accompanying rating tools.

This will involve analyzing data from project and programme QA; reviewing the current standards and QA rating tools; reviewing a representative sample of QA assessments and comparing them with the evidence provided; reviewing evaluations, performance audits and partner assessments; and collecting user feedback through surveys, focus groups and key informant interviews. Other related tasks may be requested as needed.

Key background documents that will be provided to facilitate this work include:

1. Quality Standards for Programming prescriptive content, rating tools, and background papers (including the 2016 HQ PAC lessons learned paper;
2. Data on Project QA from Power BI and customized data extractions upon request, along with QA ratings completed for CPDs by the HQ PAC Secretariat;
3. Data and evidence entered on the corporate planning system's project spaces, including Project QA assessments;
4. [OAI's RBM Performance Audit](#); the Joint IEO/OAI Institutional Effectiveness Assessment; MOPAN, MAR, 2016 QCPR

The primary deliverable of this assignment will be a final report including the results of the spot check and recommendations for revision and further investment.

D. Expected Outputs and Deliverables

Deliverables/ Outputs	Responsible	Estimated Duration	Target Due Dates
Spot Check Analysis: QA Rating Tools	Firm/Institute	6 weeks	1 August 2017
Collect user feedback, review assessments and analyze user friendliness of the system and relevance of questions	Firm/Institute	6 weeks	1 August 2017
Final report summarizing results of the spot check and user feedback, with recommendations for	Firm/Institute	2 weeks	1 September 2017

revisions and further investments			
-----------------------------------	--	--	--

E. Institutional Arrangement

The Firm will report to the Team Leader, a.i., Results and Quality Programming in BPPS/DI Group.

F. Duration and Resources Required

The work is expected to take place between 1 June – 1 September 2017. The work will require one senior advisor to review the evidence and provide recommendations, leading a team of about 4-5 Research Analysts (Each QA spot check should take an estimated 1 – 1.5 hours.)

Requirements for Qualifications for Company/Bidder:

- Demonstrated experience with programming analysis and synthesis based on data and other evidence
- 5 years of experience undertaking qualitative research through literature review and interviews
- Expertise and reputation in the field of development programming
- Knowledge of and experience working with UN Organizations
- Experience with UNDP country offices will be considered an asset
- Builds strong relationships with clients, focuses on impacts and results for clients, and responds positively to feedback;

Requirements for Technical Proposal

Adequate approach and Proposed Methodology:

- Company/Bidder provides a description of the methodology in achieving the requirements referred to in the TORs
- Company/Bidder addresses all required activities in the TORs in a logical, clear and realistic manner
- Acceptable quality assurance mechanisms offered

Qualifications of Key Personnel:

The **Senior Advisor** (Team Leader) should have the following qualifications and experience:

- Proven knowledge of elements contributing to the quality of development programming, including theory of change, results based management, capacity development, gender analysis and sustainability of programming
- Master's Degree in public administration, development studies or related field
- 5 years of experience in international development or related field including demonstrated experience designing, assessing, evaluating or implementing development programming
- Proven excellent English writing and communication skills, particularly in the context of writing to make complex content accessible to all. The proposal should list the Team Leader's relevant publications.

The Research Analyst are expected to have the following qualification and experience:

UNDP estimates that 4-5 Research Analysts may be required for this assignment. Bidders may offer different number of analysts.

- Minimum educational level: University degree, with skills in data analysis
- Minimum years of relevant experience: 2 years
- Specialized skills: Data analysis

General Terms and Conditions 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 Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.