



Iraq

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Q-IC-027/12- International Consultant Senior Microfinance Specialist

Date: 26th March 2012

Title : International Consultant, Senior Microfinance Specialist

Duty Station : Amman (2 days), Erbil (3 days), home-based (10 days)

Estimated Duration of the Consultancy: 13 Days

Proposals should be submitted to the following e-mail address no later than COB 2nd April 2012.

ssa.undp.iraq@undp.org *(IT IS A MUST TO INDICATE THE PROCUREMENT NOTICE NUMBER IN THE E-MAIL BOX).*

Any request for clarification must be sent to the above e-mail address.

The Procurement Unit will respond by e-mail, including an explanation of the query without identifying the source of inquiry, to identified consultants who have notified UNDP of their interest to participate.

Kindly be informed that submission of Curriculum Vitae only will not be accepted; submittal of P11 is mandatory

1. Introduction

The Incumbent is expected to provide focused, specialist presentations support during the preparations for, and during the Iraq Microfinance Policy Forum. With experiences from the MENA region and beyond, the Incumbent will contribute to the discussions and draft Iraq Microfinance Policy Recommendations – the output of the Policy Forum.

2. Background

Financial intermediation is essential for economic development and Iraq is no exception. In fact, limited access to finance is found to be one of the key constraints to private sector growth in Iraq.

The banking sector plays a limited role in business activities and in lending to households and micro-, small and medium enterprises (MSME). The non-governmental microfinance institutions (MFI) have filled a void and are meeting the needs to access finance for not only the poor, but also to MSME's – and as such have grown and exceeded the traditional role MFIs usually play in a given country.

The combination of poverty and lack of formal job opportunities is increasing the already high demand for microfinance in Iraq. The Government has placed job creation high on its

development agenda and aims to transform from direct lending it has previously engaged in - to a partner in sustaining and supporting the microfinance industry as a vehicle for private sector employment.

The prospect of a stronger private sector, able to provide jobs for its citizens and ultimately contribute to the country's welfare and poverty alleviation, is what thrives the Government of Iraq on reviewing its position regarding microfinance. In view of this, UNDP Iraq is co-hosting with the Government of Iraq and USAID-Tijara - an Iraq Microfinance Policy Forum, with the objective of finalizing the executive summary of the microfinance policy for Iraq drafted in 2010 by UDP Iraq and USAID-Tijara.

3. Objectives

UNDP is supporting the Government of Iraq in reviewing its position regarding microfinance. Moving from direct lending to fostering Iraq's microfinance sector has the potential to promote the country's private sector and enable it to provide jobs for the citizens - and ultimately contribute to the country's welfare and poverty alleviation. The Microfinance Policy Recommendations for Iraq, the expected output of the Policy Forum, is a key component of the Private Sector Development Programme for Iraq. The policy document will delineate roles and responsibilities of key stakeholder, and establish the way forward for the government in adopting an enabling role, in support of the development of the Iraqi microfinance industry.

4. Deliverables and outputs

Deliverables	Output	Location	Estimated Days/ Time	Payment % (US\$)
Secure speakers from the MENA region and possibly beyond to share best practices in national microfinance policies and positions	3-5 international speakers secured.	Home-based	2	10%
Support the preparations for Iraq the Microfinance Policy Forum	Coherent and substantive speaker presentations.	Home-based	3	10%
Present and lead the Plenary and Working Group Session: Macro-level Challenges and Priorities in Iraq.	Consensus on the immediate enabling microfinance regulatory environment required for financial inclusion. Agreement of key stakeholders on key issues to be included in the Iraq Microfinance Policy Recommendations: <ul style="list-style-type: none"> • Role of the Government in microfinance • Interest rate caps • Foreign investments • NGOs as shareholders in MSMEs companies • Financial Services - not only credit • Range of service providers (NGOs, companies, banks, postal networks, mobile companies) 	Erbil	3	30%

Elaborate Microfinance Policy Recommendations: <ul style="list-style-type: none"> Recommendations on the immediate enabling microfinance regulatory environment required for financial inclusion Key issues to be included in the Iraq Microfinance Policy 	Microfinance Policy Recommendations for Iraq	Home-based	5	50%
TOTAL:			13	100%

5. **Time and Method of payment:** 100% upon completion of the assignment. For processing the payment a certification of payment needs to be signed and approved by the direct supervisor attached to it the performance evaluation of the consultant.

6. Key Performance Indicators during implementation of Services

- Coherent and substantive speaker presentations
- Clear, concise, consultation driven and results oriented leading of the Plenary and Working Group Session: Macro-level Challenges and Priorities in Iraq
- Consensus obtained among Iraqi key stakeholders on the enabling microfinance regulatory environment required for financial inclusion.
- Agreement of key stakeholders on key issues to be included in the Iraq Microfinance Policy Recommendations

7. Competencies

ORGANIZATIONAL LEADERSHIP

- Understands organizational mission
- Demonstrates ability in conflict management and dispute resolution
- Demonstrated systems thinking ability
- Is sensitive to diversity and multiculturalism
- Able to gather and synthesize information on internal and external environments

MANAGEMENT

- Understands variety of approaches to decision making
- Demonstrates skill in team building and management

COLLABORATION

- Adept in coalition building
- Establishes collaborative relationships and projects

INNOVATION

- Able to manage change
- Understands creative processes

Adept at framing issues

INTERPERSONAL ABILITIES/PERSONAL CHARACTERISTICS

Able to work well in teams

Self-motivated

Able negotiator

Flexible in assignments

Attentive to detail

Able to work under tight deadlines

Able to network effectively

COMMUNICATIONS SKILLS

Effective in public presentations

Able to present technical data

Able to facilitate groups

Knowledgeable about technical report writing

ANALYSIS/RESEARCH SKILLS

Able to analyze political support and opposition

Understands stakeholder analysis

PLANNING SKILLS

Able to do strategic planning

Able to conduct policy planning for geographic areas

COMPUTER SKILLS

Skilled in word processing

8. Language

Native English speaker, Arabic is a plus.

9. Reporting:

Microfinance Policy Recommendations for Iraq.

10. Travel Plan:

#	Country / City	# of Travels	Period
1	Amman, Jordan	1	8-9 April, 2012
2	Erbil, Iraq	1	10-12 April, 2012

11. Office Facilities:

For the duration of the mission in Amman, a desk will be allocated at the UNDP Iraq offices.

12. Qualifications And Requirements:

Education:

Master degree in Economics, International Affairs, Finance, SME development or similar.

Work Experience:

- Fifteen years of experience working in private sector development, specifically financial sector, microfinance and small enterprise development, as well as value chain support.
- Track record on working with national governments in the MENA region, on developing microfinance strategies and policies.
- Previous experience in working with UNDP or the UN system in the area of microfinance is highly desirable.
- Experience in working with UNDP and/or the UN system in the area of microfinance.
- Solid track record on working with high level counterparts and engaging with senior Government officials in the MENA and other regions, in a lead/senior advisory position.
- Experience on working on the gender aspects of microfinance and private sector development.
- Native or fluent written and spoken English.
- Experience with facilitation of microfinance policy processes.
- Knowledge and experience of MENA specific microfinance issues.
- Excellent reporting and writing skills.

Skills:

Excellent, proven drafting skills

Excellent presentation skills

Sensitivity to diversity and multiculturalism

Ability to gather and synthesize information on internal and external environments

Skilled in team building and in facilitating groups

Adept in coalition building

Negotiation

Ability to work under tight deadlines

Able to present technical data

13. Documents to be included when submitting the Proposal:

Interested individual consultants must submit the following documents/information to demonstrate their qualifications and interest.

1. **Technical Proposal: (which will include the following):**

- a) Signed Proposal Submission Form. (*Please use Annex 1*).
- b) A letter explaining why he/she considers himself/herself the most suitable candidate for the work.
- c) Personal CV including past experience in similar projects and at least 3 references. **Please Use the attached CV Form – Annex 2 attached.** UNDP-Iraq reserves the right to disqualify any of CVs who are not compliant with the requested form.

2. Financial proposal:

The financial proposal will specify a total lump sum amount and payment terms around specific and measurable (qualitative and quantitative) deliverables. Payments are based upon output, i.e. upon delivery of the services specified in the TOR.

A breakdown of this lump sum amount (including travel, per diems) is to be provided by the IC candidate. Total Fees: *Please use Annex 3 – Financial proposal form*

3. Travel:

All envisaged travel must be included in the financial proposal. This includes all travel to join duty station/ repatriation travel. In general, UNDP does not accept travel costs exceeding those of an economy class ticket. Should the IC wish to travel on a higher class, he/she should do so using his or her own resources.

Furthermore, Individual Consultant who is at the duty station at the time of hire is ineligible for travel to join, and who remain at the duty station after contract completion is ineligible for repatriation travel

In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed.

14. Selection Criteria

The Individual consultant will be evaluated based on the following methodology:
The award of contract will be made to one individual consultant whose offer has been evaluated and determined as being:

- a) Responsive/compliant/acceptable, and
- b) Achieving the highest combined score (financial and technical).

Minimum requirements: *(Please see Annex 4). This will be part of the technical proposal.*

- 1- Master degree as a minimum requirement
- 2- Excellent knowledge of both English (written and spoken).
- 3- Willingness to obtain the required security courses as applicable through the website.
- 4- Willingness to undergo a medical exam. This applies only for consultant of 62 years of age and above where a full medical exam will be required from a UN certified doctor if selected for award of contract.
- 5- Acceptance of IC General Terms and Conditions.

Only candidates obtaining a minimum of 70 points will be considered for the Financial Evaluation.

Criteria		Max. Point 100	Weight
Technical	<p>Criteria A: relevance and responsiveness of candidate's qualification and experience based on submitted documents</p> <ul style="list-style-type: none"> • Master degree in Economics, International Affairs, Finance, SME development or similar. 10 points • At least 15 years of experience with of experience working in private sector development, specifically financial sector, microfinance and small enterprise development, as well as value chains. 20 points • Experience in working with UNDP and/or the UN system in the area of microfinance. 10 points • Solid track record on working with high level counterparts and engaging with senior Government officials in the MENA and other regions, in a lead/senior advisory position. 20 points • Experience on working on the gender aspects of microfinance and private sector development. 5 points • Native or fluent written and spoken English. 5 points • Experience with facilitation of microfinance policy processes. 10 points • Knowledge and experience of MENA specific microfinance issues. 10 points • Excellent reporting and writing skills. 10 Points 	100 Point	70%
Financial	<u>Lowest Offer / Offer*100</u>		30%
Total Score = (Technical Score * 0.7 + Financial Score * 0.3)			

Weight Per Technical Competence	
5 (outstanding): 96% - 100%	The individual consultant/contractor has demonstrated an OUTSTANDING capacity for the analyzed competence.
4 (Very good): 86% - 95%	The individual consultant/contractor has demonstrated a VERY GOOD capacity for the analyzed competence.
3 (Good): 76% - 85%	The individual consultant/contractor has demonstrated a GOOD capacity for the analyzed competence.
2 (Satisfactory): 70% - 75%	The individual consultant/contractor has demonstrated a SATISFACTORY capacity for the analyzed competence.
1 (Weak): Below 70%	The individual consultant/contractor has demonstrated a WEAK capacity for the analyzed competence.

Annexes:

Annex 1 – Proposal Submission Form.

Annex 2 – CV Form.

Annex 3 - Price Schedule Sheet.

Annex 4 – Minimum Requirements.

Annex 5 – Individual Consultant General Terms and Conditions.

ANNEX 1

PROPOSAL SUBMISSION FORM FOR Q-IC-027/12

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to provide Individual Consultancy Services for the International Consultant **Senior Microfinance Specialist** for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

I undertake, if my Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

I agree to abide by this Proposal for a period of 30 days from the closing date of the Q-IC-27/12, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I understand that you are not bound to accept any Proposal you may receive.

Dated this day/month

of year

B. Signature

INSTRUCTIONS Please answer each question clearly and completely. TYPE OR PRINT LEGIBLY. Read carefully and follow all directions.		<u>ANNEX 2 – CV FORM</u>				Do not Write in This Space									
PERSONAL HISTORY															
1. Family name		First name		Middle name		Maiden Name, if any									
2. Date of (day,month,yr) Birth		3. Place of birth		4. Nationality(ies) of birth		5. Present Nationality(ies)		6. Sex							
7. Height		8. Weight		9. Marital Status: Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Widow(er) <input type="checkbox"/> Divorced <input type="checkbox"/>											
10. Entry into United Nations service might require assignment to any area of the world in which the United Nations might have responsibilities. (a) Are there any limitations on your ability to perform in your prospective field of work? YES <input type="checkbox"/> NO <input type="checkbox"/> (b) Are there any limitations on your ability to engage in all travel? YES <input type="checkbox"/> NO <input type="checkbox"/>															
11. Permanent address				12. Present address				13. Office Telephone No. ()							
Telephone No. ()				Telephone No. ()				14. FAX No. if applicable ()							
15. Have you any dependents? YES <input type="checkbox"/> NO <input type="checkbox"/> If the answer is "yes", give the following information:															
NAME			Date of Birth		Relationship			NAME			Date of Birth		Relationship		
16. Have you taken up legal permanent residence status in any country other than that of your nationality? YES <input type="checkbox"/> NO <input type="checkbox"/> If answer is "yes", which country?															
17. Have you taken any legal steps towards changing your present nationality? YES <input type="checkbox"/> NO <input type="checkbox"/> If answer is "yes", explain fully:															
18. Are any of your relatives employed by a public international organization? YES <input type="checkbox"/> NO <input type="checkbox"/> If answer is "yes", give the following information:															
NAME				Relationship				Name of International Organization							
19. What is your preferred field of work?															
20. Would you accept employment for less than six months? YES <input type="checkbox"/> NO <input type="checkbox"/>					21. Have you previously submitted an application for employment with U.N.? If so, when?										
22. KNOWLEDGE OF LANGUAGES. What is your mother tongue?															
OTHER LANGUAGES		READ		WRITE		SPEAK		UNDERSTAND							
		Easily	Not Easily	Easily	Not Easily	Fluently	Not	Easily	Not Easily						
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
23. For clerical grades only Indicate speed in words per minute					List any office machines or equipment you can use.										
		English	French	Other languages											
Typing Shorthand															

24. EDUCATION, Give full details – N.B. Please give exact titles of degrees in original language. Please do not translate or equate to other degrees.

NAME, PLACE AND COUNTRY	ATTENDED FROM/TO		DEGEES and ACADEMIC DISTINCTIONS OBTAINED	MAIN COURSE OF STUDY
	Month/Year	Month/Year		

B. SCHOOLS OR OTHER FORMAL TRAINING OR EDUCATION FROM AGE 14 (e.g., high school, technical school or apprenticeship)

NAME, PLACE AND COUNTRY	TYPE	YEARS ATTENDED		CERTIFICATES OR DIPLOMAS OBTAINED
		FROM	TO	

25. LIST PROFESSIONAL SOCIETIES AND ACTIVITIES IN CIVIC, PUBLIC OR INTERNATIONAL AFFAIRS

26. LIST ANY SIGNIFICANT PUBLICATIONS YOU HAVE WRITTEN (*DO NOT ATTACH*)

27. EMPLOYMENT RECORD: Starting with your present post, list in REVERSE ORDER every employment you have had. Use a separate block for each post. Include also service in the armed forces and note any period during which you were not gainfully employed. If you need more space, attach additional pages of the same size. Give both gross and net salaries per annum for your last or present post.

A. PRESENT POST (LAST POST, IF NOT PRESENTLY IN EMPLOYMENT)

FROM	TO	SALARIES PER ANNUM		EXACT TITLE OF YOUR POST
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:			TYPE OF BUSINESS	
ADDRESS OF EMPLOYER:			NAME OF SUPERVISOR	
			NO. AND KIND OF EMPLOYEES SUPERVISED BY YOU:	REASON FOR LEAVING

DESCRIPTION OF YOUR DUTIES :

<p>DESCRIPTION OF YOUR DUTIES :</p>

B. PREVIOUS POSTS (IN REVERSE ORDER)

FROM	TO	SALARIES PER ANNUM		EXACT TITLE OF YOUR POST:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO. AND KIND OF EMPLOYEES SUPERVISED BY YOU:
				REASON FOR LEAVING:
DESCRIPTION OF YOUR DUTIES				

FROM	TO	SALARIES PER ANNUM		EXACT TITLE OF YOUR POST:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO. AND KIND OF EMPLOYEES SUPERVISED BY YOU:
				REASON FOR LEAVING:
DESCRIPTION OF YOUR DUTIES				

FROM	TO	SALARIES PER ANNUM		EXACT TITLE OF YOUR POST:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO. AND KIND OF EMPLOYEES SUPERVISED BY YOU:
				REASON FOR LEAVING:
DESCRIPTION OF YOUR DUTIES				

FROM	TO	SALARIES PER ANNUM		EXACT TITLE OF YOUR POST:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO. AND KIND OF EMPLOYEES SUPERVISED BY YOU:
				REASON FOR LEAVING:
DESCRIPTION OF YOUR DUTIES				

28. HAVE YOU ANY OBJECTIONS TO OUR MAKING INQUIRIES OF YOUR PRESENT EMPLOYER? YES NO

29. ARE YOU NOW OR HAVE YOU EVER BEEN A CIVIL SERVANT IN YOUR GOVERNMENT'S EMPLOY? YES NO
If answer is "yes", WHEN?

30. REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.
Do not repeat names of supervisors listed under Item 27.

FULL NAME	FULL ADDRESS	BUSINESS OR OCCUPATION

31. STATE ANY OTHER RELEVANT FACTS. INCLUDE INFORMATION REGARDING ANY RESIDENCE OUTSIDE THE COUNTRY OF YOUR NATIONALITY.

32. HAVE YOU EVER BEEN ARRESTED, INDICTED, OR SUMMONED INTO COURT AS A DEFENDANT IN A CRIMINAL PROCEEDING, OR CONVICTED, FINED OR IMPRISONED FOR THE VIOLATION OF ANY LAW (excluding minor traffic violations)? YES NO
If "yes", give full particulars of each case in an attached statement.

33. OTHER AGENCIES OF THE UNITED NATIONS SYSTEM MAY BE INTERESTED IN OUR APPLICANTS. DO YOU HAVE ANY OBJECTION TO YOUR PERSONAL HISTORY FORM BEING MADE AVAILABLE TO THEM? YES NO

34. I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization renders a staff member of the United Nations liable to termination or dismissal.

DATE: _____ SIGNATURE: _____

N.B. You will be requested to supply documentary evidence which supports the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so by the Organization and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of the Organization.

ANNEX 3

PRICE SCHEDULE FOR Q-IC-027/12

The Consultant is asked to prepare the Price Schedule as a separate document from the rest of the offer.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes. The format below should be used in preparing the financial offer. **The financial offer must indicate the daily fee (including per diems, insurance, etc.)**

A) Professional Fees:

Description of Item	Total Lump Sum Amount in USD
For the provision of the deliverables mentioned in the TORs	

B) Reimbursable Fees: (As applicable)

Description of Items	QTY	Unit	Price in USD Per Unit	Total Price in USD
<u>*Travel Fees:</u>				
Home Base – Amman – Home Base	1	Round Trip		
Amman – Erbil – Amman	1	Round Trip		
<u>Accommodation Fees:</u>				
Allowance in Amman – Jordan.	2	Days		
*Allowance in Erbil – Iraq.	3	Days	58	174.00
<u>Other Fees (if and as applicable):</u>				
Total Reimbursable Fees in USD				

Total Contract Amount (A. Professional Fees + B. Reimbursable Fees) in USD	
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For travels taking place to Iraq from Amman, tickets (most direct economical route) could be purchased through UNDP-Iraq travel agent. If the consultant wishes to purchase the ticket, total price of ticket shall not exceed the fare of the most direct and economical route provided within this quote.

Travel expenses include all travel to join duty station/ repatriation travel. Travel expenses exceeding those of an economy class is not covered by UNDP.

*** Individual Consultants/Contractors wishing to travel in business or first class shall cover the cost of an upgrade. Travel should always be by the most direct and economical route.**

Only 20% of the assigned DSA fees inside Iraq will be paid to consultants as they will be working within the UN compound and will be provided with meals and lodging.

UNDP does not cover health insurance under this type of consultancy.

Consultant Name:.....

Signature:.....

Date:.....



Iraq

Q-IC-027/12

Annex 4 – Minimum Requirements

Requirements	YES/NO
a) An advanced University Degree - Master	
b) Ability and desire to work inside Iraq.	
c) Excellent knowledge of English language	
d) Willingness to take the UN security training – 4 days training SAIT (if applicable).	
e) Willingness to obtain Basic Security in the Field Course BSIF and Advanced Security in the Field ASIF through the following links: http://www.unops.org/security http://www.unops.org/advancedsecurity	
f) If you are of 62 years old and more, please confirm your willingness to go through a full medical exam including x-rays at your own cost from a recognized UN doctor. Address of doctor will be provided by UNDP.	
g) Acceptance of Individual Consultant General Terms and Conditions.	

Name and signature: _____

Date: _____

GENERAL CONDITIONS OF CONTRACT

FOR THE SERVICES OF INDIVIDUAL CONTRACTORS



1. LEGAL STATUS: The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN’ Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. STANDARDS OF CONDUCT: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions on the Contract regarding the Individual contractor’s performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS: Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear.

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 Individual contractor has developed for 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 Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual

contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. 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 Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by 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

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them (“Discloser”) to the other (“Recipient”) during the course of performance of the Contract, and that are designated as confidential (“Information”), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall 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 the Recipient may otherwise use the Discloser’s Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser’s prior written consent, as well as to the Recipient’s employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. 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. 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.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor’s usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy care when by air.

UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor’s dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS: The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licences or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an Contract by UNDP thereto, unless any such undertakings, licences or other forms of Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

7. SUBCONTRACTORS: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.

9. INDEMNIFICATION: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. INSURANCE: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

11. ENCUMBRANCES AND LIENS: The Individual 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 UNDP against any monies due to the Individual contractor or to become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be

incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay 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.

13. TERMINATION: Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP resulting from the termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP.

14. NON-EXCLUSIVITY: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

15. TAXATION: Article II, 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 restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. AUDITS AND INVESTIGATIONS:

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Individual contractor generally relating to performance of the Contract. The right of UNDP to conduct an investigation and the Individual contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Individual contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor's personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

17. SETTLEMENT OF DISPUTES:

AMICABLE SETTLEMENT: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

ARBITRATION: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties 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.

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