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UNITED NATIONS DEVELOPMENT PROGRAMME

ADVERTIZEMENT-Procurement of Services
INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)
Individual Consultant(National)
(Open to Nationals)

Date: 5 June 2017

Procurement Notice No.: SLE/IC/2017/018

Country: Sierra Leone

Description of the assignment: To Conduct a Perception Survey on Justice and Security Sector Service delivery nationwide.

Project Name: Rule of Law

(Open to Nationals)

Period of assignment: 40 working days

Proposal should be submitted at the following address, UNDP, 55 Wilkinson Road, Freetown, Sierra Leone no later than **15:00 hours, 18 June 2017.**

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

1. BACKGROUND

The Justice and Security Sectors continue to undergo reforms as part of the government of Sierra Leone's post war reconstruction agenda to improve service delivery, foster peace building and democratic development. Since 2002, government's strategic priorities have emphasised on justice and security reforms in Pillar 7 of the Agenda for Prosperity. The Security Sector for example implemented reform strategies (Security Sector Reform) with support from the DFID's International Military Advisory Training Team (IMATT) and subsequently the International Security Advisory Team (ISAT).¹ These reforms supported the establishment of institutional structures to improve governance and increase transparency and accountability in the sector.

The Justice Sector on the other hand, is in an advanced stage of implementing its third-generation reform strategy (Justice Sector Reform Strategy and Investment Plan (JSRSIP) III, 2015-2018). These strategies have addressed among other issues, access to and expedition of justice, improving rights and accountability as well as improving the environment for commercial law and justice in the country. Together, both justice and security sectors have recorded significant and tangible gains resulting in some amount of improved access to quality service delivery over the years.

With the development of its new Rule of Law Project (2017-2019), UNDP is keen to establish public perceptions in the justice and security sectors to ensure that approaches to addressing challenges identified in these sectors respond to existing needs. That is why the JSCO together with UNDP ROL Project are seeking to recruit an individual national consultant to conduct a nationwide public perception survey on the delivery of justice and security services to ensure sector planning and implementation is informed by the needs expressed by the justice and security sector end users. More importantly the baseline perception survey will inform and shape policymaking and help to improve on mechanisms to increase transparency and accountability within institutions in the sector.

2. DUTIES AND RESPONSIBILITIES

To undertake a comprehensive assessment of service user awareness and perception of the Justice and Security Services in Sierra Leone. Particularly, the consultancy aims to achieve the following within the timeframe for the consultancy;

- Conduct a perception survey that measures public trust and level of satisfaction with services provided by institutions within the justice chain: the SLP (FSU and Police prosecutors and investigators); the Judiciary Ministry of Justice (Law Officers' Department – LOD, DPP's Office); Human Rights Commission of Sierra Leone (HRC-SL); the Legal Aid Board (LAB); the Sierra Leone Correctional Services (SLCS); the Independent Police Complaints Board (IPCB)
 - Identify bottlenecks that impede on the delivery of services to the public while interfacing with justice and security sector end users;
 - Make recommendations as to ways of addressing bottlenecks and other obstacles to the delivery of services.
1. Conduct a baseline survey through measuring public perception and level of satisfaction with services provided by identified institutions in the justice and security sectors: The exercise will be sequenced as follows:
 - a) Agree with JSCO, the methodology to be employed for the collection of data for the entire baseline survey with focus on accessing all justice and security institutions in geographic locations identified that shall be representative of the population without discrimination;
 - b) Hold consultation meetings with justice and security stakeholders to develop an overall understanding on the baseline survey, the sample size and the methodology to be employed in the achievement of the perception survey. Discussions will also emphasize on the need to validate the findings of the baseline survey;
 - c) Develop questionnaire(s) for focus group engagement and/or individual interviews with target population The questionnaires shall focus on but not be limited to the following areas within the following institutions:
 - i. the SLP (FSU and Police prosecutors and investigators, complaints handling within SLP); participation of civilians in the local policing partnership boards (LPPBs) and other security structures;
 - ii. Judiciary (knowledge of procedural processes at both magistrates and high court, openness of institution, assistance to people, fairness and transparency in processes of bail and sentencing, transparency in court process, satisfaction with the handling of SGBV cases (time and respect for victim and witnesses ;
 - iii. Ministry of Justice (Law Officers' Department – LOD, DPP's Office(ability of DPP to provide timely advice in cases, speedy trial of indictable offences, ability to make available witnesses in cases, transparency in processes, awareness of people of processes);
 - iv. Human Rights Commission of Sierra Leone (HRC-SL) (speed of investigation of cases, ability to make recommendations on remedial steps for human rights violations and follow up with government; ability to handle cases from start to completion, awareness on their processes by the public...etc.);
 - v. The Sierra Leone Correctional Services (SLCS) (respect for the human rights of inmates, court attendance by inmates, follow up for the preferment of indictments for detained inmates, file management and records keeping, family visitation and communication between inmates and the outer world; level of satisfaction with population in detention centres.

- vi. The Legal Aid Board (LAB) (ability to provide services nationwide, balanced representation between males and females in civil and criminal cases, priority to vulnerable people including women and children; percentage representation of inmates on pre-trial detention, representation of indigents in civil cases, ...etc.)
 - vii. The Independent Police Complaints Board (IPCB) (ability to perform effective oversight role over police, ability to conduct effective investigation and take appropriate action; awareness of the public on the mandate of the IPCB...etc.)
 - viii. Civil society (their contribution to the sector and partnership with government and other partners to address justice and security sector issues...etc.)
- d) Develop a detailed field plan for the conduct of the perception survey: the plan will include travels to identified locations (as per agreed sample size and methodology). The plan will also include specific tasks to be undertaken on the field.
 - e) Conduct a perception survey of all justice and security institutions nationwide (as per sample size and methodology).
2. Identify bottlenecks that impede on the delivery of services to the public: the consultant will ensure that bottlenecks impeding the delivery of justice services are identified through focus group discussion or interviews with informant beneficiaries or justice and security stakeholders.
 3. Develop a comprehensive report on the entire baseline survey exercise. The report shall include tables, charts, graphs and other tabular data developed to reflect findings as well as an analysis provided to shed light on findings.
 4. Validate findings of the survey through a stakeholders meeting convened in collaboration with the JSCO and UNDP ROL Project. The validation exercise will be followed by the revision and submission of the survey final report.

This assignment will be for 40 working days and will commence by **28 June, 2017** end by **15th September, 2017** at the latest. Deliverables under the consultancy will be achieved within the following timelines:

1. Inception report highlighting the methodology of approach to the entire consultancy to be submitted by **5 July, 2017**;
2. Discussion and agreement on sample size, development of survey questionnaires by both the JSCO and consultant in collaboration with UNDP. Stakeholders' engagement and validation of sample size and questionnaires to be completed by **20th July, 2017**.
3. Conduct of perception survey across agreed sample size locations nationwide and development of draft survey report. Report to include charts, tables and other graphs with analysis on findings. To be completed by **15th August, 2017**;
4. Validation workshop to agree on the findings and analysis generated from field exercise and development and submission of final survey to be achieved by **15th September, 2017**.

Deliverables	Estimated duration to complete	Related payments	Review and Approvals Required
Inception report highlighting methodology of approach to the work and timeframe for delivery to be submitted by 5 July, 2017 ;	5 working days	15 %	• Approval by Rule of Law Project Manager
Discussion and agreement on sample size, development of survey questionnaires by both the JSCO and consultant in collaboration with UNDP. Stakeholders' engagement and validation of sample size and questionnaires to be completed by 20th July, 2017	10 working days	30 %	• Approval by Rule of Law Project Manager
Conduct of perception survey across agreed sample size locations nationwide and development of draft survey report. Report to include charts, tables and other graphs with analysis on findings. To be completed by 15th August, 2017	20 working days	40 %	• Approval by Rule of Law Project Manager
Validation workshop to agree on the findings and analysis generated from field exercise and development and submission of final survey to be achieved by 15th September, 2017	5 working days	15 %	• Approval by Rule of Law Project Manager

3. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL Consultant (IC)

Education:

Advanced degree in Social Science, Law, Criminology, Human Rights or any other relevant discipline

Experience:

- Minimum 7 years of professional experience as a development practitioner, legal practitioner or as a law lecturer/professor;
- At least 5-7 years of prior work experience in human rights, rule of law, access to justice and security sector;
- Demonstrated knowledge and experience in conducting surveys and working with justice and security sectors;

- Extensive knowledge and practice on the concept of rule of law, access to justice and security sector service provision within the common-law jurisdiction and relevant regional and international experience will be an added advantage;
- Conversant with the Sierra Leone justice system and previous work within the justice and security sectors an asset;

Competencies:

- Highly motivated, with drive and commitment;
- Professionalism and integrity;
- Promotes knowledge sharing and learning;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
- Builds strong relationships with partners, focus on impact and results for the partner and responds positively to feedback;
- Demonstrates openness to change and ability to manage complexities;
- Ability to work with recipient counterparts in building individual and institutional capacity..

Language Requirements:

- Excellent writing, editing and oral communication skills in English

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

Applicants are required to submit:

1. Cover letter, including description of motivation and methodology to complete the assignment and indication of previous similar assignments undertaken
2. Completed P11 Form and,
3. Curriculum Vitae (CV)

The P11 Form can be obtained from the link below:

http://sas.undp.org/Documents/P11_Personal_history_form.doc

Applications will only be considered if they include ALL the items listed above. Also, note that this website only allows for one document to be uploaded, so please combine all the abovementioned items into one single Word or PDF document before uploading

5. FINANCIAL PROPOSAL

The financial proposal shall specify a total lump sum amount for the 40 working days (including travel cost, Daily Sustenance Allowance and the number of anticipated working days). Payments are based upon delivery of the services as follows:

1st installment - 15% upon submission of acceptable work plan/ methodology /inception report;

2nd Installment- 30% after discussion and agreement on sample size of survey questionnaires.

3rd installment - 40 % upon submission of draft survey report

4th installment - 15% upon submission of the approved final survey report

6. EVALUATION

1. Professional background relevant to consultancy - 20 %
2. Prior experience and qualifications relevant for ToR - 20 %
3. Methodology and approach to the consultancy services - 30%
4. Financial proposal 30 %



Carine Yengayenge
Deputy Country Director (Operations)

26/06/2017

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

UNITED NATIONS DEVELOPMENT PROGRAMME

Terms of Reference(TOR)



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I. Position Information

Consultancy: To conduct a perception survey on Justice and Security sector service delivery nationwide.

Consultancy type: Individual National Consultant, (IC)

Supervisor: Rule of Law Project Manager

Duration: 40 Working days

Starting Date: 28 June, 2017

Application deadline: 18 June, 2017

Duty Station: Freetown, Sierra Leone (with travel to the provinces)

II. Background

The justice and security sectors continue to undergo reforms as part of the government of Sierra Leone's post war reconstruction agenda to improve service delivery, foster peace building and democratic development. Since 2002, government's strategic priorities have emphasised on justice and security reforms in Pillar 7 of the Agenda for Prosperity. The Security Sector for example implemented reform strategies (Security Sector Reform) with support from the DFID's International Military Advisory Training Team (IMATT) and subsequently the International Security Advisory Team (ISAT).² These reforms supported the establishment of institutional structures to improve governance and increase transparency and accountability in the sector.

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addressed among other issues, access to and expedition of justice, improving rights and accountability as well as improving the environment for commercial law and justice in the country. Together, both justice and security sectors have recorded significant and tangible gains resulting in some amount of improved access to quality service delivery over the years.

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III. Duties & Responsibilities

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- Identify bottlenecks that impede on the delivery of services to the public while interfacing with justice and security sector end users;
- Make recommendations as to ways of addressing bottlenecks and other obstacles to the delivery of services.
- 5. Conduct a baseline survey through measuring public perception and level of satisfaction with services provided by identified institutions in the justice and security sectors: The exercise will be sequenced as follows:
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 - g) Hold consultation meetings with justice and security stakeholders to develop an overall understanding on the baseline survey, the sample size and the methodology to be employed in the achievement of the perception survey. Discussions will also emphasize on the need to validate the findings of the baseline survey;

- h) Develop questionnaire(s) for focus group engagement and/or individual interviews with target population. The questionnaires shall focus on but not be limited to the following areas within the following institutions:
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 - x. Judiciary (knowledge of procedural processes at both magistrates and high court, openness of institution, assistance to people, fairness and transparency in processes of bail and sentencing, transparency in court process, satisfaction with the handling of SGBV cases (time and respect for victim and witnesses);
 - xi. Ministry of Justice (Law Officers' Department – LOD, DPP's Office (ability of DPP to provide timely advice in cases, speedy trial of indictable offences, ability to make available witnesses in cases, transparency in processes, awareness of people of processes);
 - xii. Human Rights Commission of Sierra Leone (HRC-SL) (speed of investigation of cases, ability to make recommendations on remedial steps for human rights violations and follow up with government; ability to handle cases from start to completion, awareness on their processes by the public...etc.);
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7. Develop a comprehensive report on the entire baseline survey exercise. The report shall include tables, charts, graphs and other tabular data developed to reflect findings as well as an analysis provided to shed light on findings.

8. Validate findings of the survey through a stakeholders meeting convened in collaboration with the JSCO and UNDP ROL Project. The validation exercise will be followed by the revision and submission of the survey final report.

IV. Deliverables & Timelines

This assignment will be for 40 working days and will commence by 28 June, 2017 end by 15th September, 2017 at the latest. Deliverables under the consultancy will be achieved within the following timelines:

4. Inception report highlighting the methodology of approach to the entire consultancy to be submitted by 5 July, 2017;
5. Discussion and agreement on sample size, development of survey questionnaires by both the JSCO and consultant in collaboration with UNDP. Stakeholders' engagement and validation of sample size and questionnaires to be completed by 20th July, 2017.
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Deliverables	Estimated duration to complete	Review and Approvals Required
Inception report highlighting methodology of approach to the work and timeframe for delivery to be submitted by 5 July, 2017;	5 working days	<ul style="list-style-type: none"> • Approval by Rule of Law Project Manager
Discussion and agreement on sample size, development of survey questionnaires by both the JSCO and consultant in collaboration with UNDP. Stakeholders' engagement and validation of sample size and questionnaires to be completed by 20th July, 2017	10 working days	<ul style="list-style-type: none"> • Approval by Rule of Law Project Manager
Conduct of perception survey across agreed sample size locations nationwide and development of draft survey report. Report to include charts, tables and other graphs with analysis on findings. To be completed by 15th August, 2017	20 working days	<ul style="list-style-type: none"> • Approval by Rule of Law Project Manager
Validation workshop to agree on the findings and analysis generated from field exercise and development and	5 working days	<ul style="list-style-type: none"> • Approval by Rule of Law Project Manager

submission of final survey to be achieved by 15th September, 2017		
V. Payment Modalities		
<p>The financial proposal shall specify a total lump sum amount for the 40 working days (including travel cost, Daily Sustenance Allowance and the number of anticipated working days). Payments are based upon delivery of the services as follows:</p> <p>1st installment - 15% upon submission of acceptable work plan/ methodology /inception report;</p> <p>2nd Installment- 30% after discussion and agreement on sample size of survey questionnaires.</p> <p>3rd installment - 40 % upon submission of draft survey report</p> <p>4th installment - 15% upon submission of the approved final survey report</p>		
VI. Qualifications		
<p>Education:</p> <p>Advanced degree in Social Science, Law, Criminology, Human Rights or any other relevant discipline</p> <p>Experience:</p> <ul style="list-style-type: none"> • Minimum 7 years of professional experience as a development practitioner, legal practitioner or as a law lecturer/professor; • At least 5-7 years of prior work experience in human rights, rule of law, access to justice and security sector; • Demonstrated knowledge and experience in conducting surveys and working with justice and security sectors; • Extensive knowledge and practice on the concept of rule of law, access to justice and security sector service provision within the common-law jurisdiction and relevant regional and international experience will be an added advantage; • Conversant with the Sierra Leone justice system and previous work within the justice and security sectors an asset; <p>Competencies:</p> <ul style="list-style-type: none"> • Highly motivated, with drive and commitment; • Professionalism and integrity; • Promotes knowledge sharing and learning; • Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability; • Builds strong relationships with partners, focus on impact and results for the partner and responds positively to feedback; 		



- Demonstrates openness to change and ability to manage complexities;
- Ability to work with recipient counterparts in building individual and institutional capacity..

Language Requirements:

Excellent writing, editing and oral communication skills in English

VII. How to Apply

Applicants are required to submit:

1. Cover letter, including description of motivation and methodology to complete the assignment and indication of previous similar assignments undertaken
2. Completed P11 Form and,
3. Curriculum Vitae (CV)

The P11 Form can be obtained from the link below:

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Applications will only be considered if they include ALL the items listed above. Also, note that this website only allows for one document to be uploaded, so please combine all the above-mentioned items into one single Word or PDF document before uploading.

VIII. Evaluation Criteria

Evaluation of Criteria and Weight

1. Professional background relevant to consultancy - 20 %
2. Prior experience and qualifications relevant for ToR - 20 %
3. Methodology and approach to the consultancy services - 30%
4. Financial proposal 30 %



UNDP

GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

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

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar

operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all

evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall

constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 AUTHORITY TO MODIFY:

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