



ADVERTISEMENT

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

Case Management Expert for Implementation of Justice APP and Needs Assessment of Case Management System of Correctional Services

(open to Both National and International Candidates)

Date: 03/07/ 2017

PROCUREMENT NOTICE NO.: SLE/IC/2017/023

COUNTRY: Sierra Leone

DESCRIPTION OF THE ASSIGNMENT: Case Management Expert for Implementation of Justice APP and Needs Assessment of Case Management System of Correctional Services

PROJECT NAME: Rule of Law Project

PERIOD OF ASSIGNMENT: 117 working days

Proposal should be submitted at the following address, UNDP, 55 Wilkinson Road, Freetown, Sierra Leone or by email to procure.sle@undp.org or <http://jobs-admin.undp.org/> no later than **10:00 hours, 9th July 2017**

Any request for clarification must be sent in writing, or by standard electronic communication to the address or email to louise.aaen@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 new Rule of Law Project (RoL project) seeks to strengthen rule of law, access to justice and security delivery in Sierra Leone in compliance with international human rights standards. The project takes a holistic approach and brings together justice and security sector interventions under one framework, enhances synergies and coordination and establishes shared priorities with an aim to maintaining peace and stability and strengthening the rule of law, access to justice, accountability and transparency to ensure equal access to justice for all, including the most marginalised (including women), addresses gaps in the justice sector chain and prisons overcrowding. While the Project aims to strengthen rights within the justice chain, one major contributing factor would involve the strengthening of administrative processes to ensure that delays in processes do not affect the overall outcome of the quest for people to access

justice. That is why the UNDP ROL project has identified case management as one of the key components that needs to be improved on to ensure expedited delivery of services to the public.

Within the Attorney-General & Ministry of Justice's (AG/MOJ) office, the need has been expressed for a more comprehensive approach to the handling and tracking of administrative processes across all the divisions within the ministry. The AG/MOJ's office comprises several units/divisions as follows: The AG/MOJ's Office, the Deputy Minister, the Solicitor General, the Permanent Secretary Office (hosting the ICT unit, Procurement unit, Registry, Accounts, Staff support), DPP Division, First Parliamentary Counsel (Drafting Division), Head of Civil and Commercial Division, Head of International & Human Rights Division and finally the Internal Audit Division.

A needs assessment conducted within the MOJ in 2016 concluded that the MoJ requires an Electronic Content Management (ECM) system to improve information sharing, enhance internal administrative process flow and their interface with other MDAs and maintain data archives. The RoL project will support the MoJ pilot a viable Electronic Content Management (ECM) System for selected departments within the Ministry and focus on the feasibility of linking the Law Officers Department (LoD) to the Justice App.

A very important component under the INL funded projects with the Judiciary and the Correctional Service of Sierra Leone (SLCS) is to pilot and set-up an effective case management system within the institutions including in the provinces to ensure for accurate records and case management to contribute to expediting justice. For the Judiciary, this will allow for tracking the application of the bail and sentencing guidelines. For the SLCS, this will enable them to link up with other justice chain institutions such as the Judiciary and the MOJ to track ongoing court cases and as well as identify cases falling within the cracks in the process.

Following two separate needs and feasibility assessments, a Justice App has been piloted and developed for the Judiciary's criminal case handling system. The Justice App is in its phase 1 trial. The users that have been selected as part of the trial will need continued support and training to ensure all the case information is updated in the system.

In October 2015, a capacity assessment of the SLCS established that case management and unit management concepts and dynamic security need to be employed to oust the reliance on static security and remote surveillance techniques. Although improvements in the file management system and record keeping has been registered due to support provided through Prison Watch and UNDP, the current inmate records are stored in insecure, non-fireproof holdings that are open to loss, damage, destruction and physical interference. The range of records being maintained is rudimentary and needs to be improved in keeping with the UNODC Handbook on Prisoner File Management.¹ Furthermore, this small pilot has not been fully maintained in the main Freetown Correctional Facility where many the country's inmates are currently held.

The INL Corrections project will seek to establish the status of the current file management in place at all 19 Correctional Facilities and the appropriate system linking with SLCS to institutions within the justice chain, namely the Judiciary, the Law Officers Department and the Police. The system will be aligned to that of the Judiciary, a case management system currently being implemented with the support of INL and UNDP. Once the file management system is developed by an expert consultant, in partnership with the SLCS, key staff members will be trained to operate the system.

Against this backdrop, the MoJ, the Judiciary and SLCS seek to engage an experienced case management consultant responsible for:

1. Selecting and delivering an appropriate ECM that best meets the requirements of the MoJ;
2. Continued training on the Justice App to Super User and 20 pilot trial users and oversee the uploading of case data into the Justice App;
3. Conducting a needs assessment of the SLCS case management system and feasibility of linking the SLCS with the Justice App case;

Train users, provide support in the procurement of hardware and provide training, go-live and initial support for the SLCS selected case management system.

2. PURPOSE OF THIS ASSIGNMENT

To support the identified institutions in undertaking needs assessments, further consolidating the Justice App and implementing new case management systems the consultant will be required to deliver the following outputs:

1. Installation of Electronic Content Management (ECM) for the MoJ

1.1 Ensure successful installation of an ECM for the MoJ. This consists of configuring an electronic case management system to meet the needs of the MOJ for handling technical requests. Functions of the system shall include creation of case files, with rights to access, update and close existing files includes. Notification functions shall be included - reminding users about upcoming deadlines. The system shall ensure that any new case arriving in the MOJ will be filed in the electronic case management system and will be tracked till closure. The system will ensure capacitating the identified Super User and Trial Users, so they can navigate and apply the new CMS.

1.2 In furtherance, the Consultant shall assess the feasibility of linking the Justice App to the LOD.

2. Consolidate the Justice App within the Judiciary

2.1. Train the Judiciary's Super User to become fully confident with managing and supporting the Justice App;

2.2 Train existing trial users to become proficient with the Justice App; including through continued group and one-on-one trainings as well as supervision;

2.3 Troubleshoot any minor issues with the APP. Identify the impact of any changes required and take ownership of testing any changes;

2.4. Supervise the uploading of case data into the Justice APP.

3. Needs assessment of the SLCS case management system and feasibility of linking the SLCS with



the Justice APP

3.1 Conduct a needs assessment of the SLCS case management systems, including analysis of the systems and processes applied across the Correctional Service (19 facilities);

3.2 Assess feasibility of extending Justice APP to the Correctional Service and tailoring functions for their needs and requirements for effective case management; support potential extension of the Justice APP to the SLCS;

3.3 Present the draft needs assessment report to the SLCS and UNDP and submit final report incorporating feedback;

4. Train users, provide training and initial support for the SLCS selected case management system.

4.1 Identify SLCS training needs and requirements, identify trial users from SLCS;

4.2. Assist UNDP in the identification of necessary software and requirements;

4.3. Lead installation of procured hardware and train IT Officers, super users as well as trial users within the SLCS.

Inception report, Monthly progress reports and Final report defining Expansion/Next Steps

Upon initiation of the contract, the Consultant will submit an inception report, including a detailed work plan for the duration of the contract.

The consultant will be expected to draft brief monthly progress reports to UNDP which will be shared with the respective institutions.

The final separate report for deliverable 1 and 3 shall:

- Summarize the work undertaken in the course of the consultancy, main learnings, findings and possible challenges as well as mitigation strategies applied
- Provide a detailed implementation plan for further rolling out the system
- Provide a description of hardware and software required to implement case management system for the SLCS and any recommendation on improving records keeping
- Develop estimated costs

The Consultant will work under the direct supervision of the INL Project Manager and the Rule of Law Programme Specialist. He/She will ensure regular updates and meetings with the MoJ, Judiciary and SLCS focal points for the case management systems.



4. REQUIREMENTS FOR COMPETENCIES ACADEMIC QUALIFICATIONS AND EXPERIENCE

Education	Master's Degree in Information Systems (Database Management, Application development, Software Development Cycle, Automation, AGILE) is desired. A Bachelor's Degree with at least 7-9 years relevant working experience will also be accepted.
Experience	<ul style="list-style-type: none"> • 5-7 years' experience in software assessment and recommending suitable and viable IT solutions • Experience with the development of APPs • Prior experience in analyzing and developing CMS or similar systems and working with other IT experts on similar systems • Demonstrated experience of needs assessment or feasibility studies on electronic information management systems • Experience working in a development context • Proven skills in report writing
Competencies	<ul style="list-style-type: none"> • Excellent self-starter and demonstrated 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, focuses on impact and results for the partner and responds positively to feedback; • Demonstrates good oral and written skills; • Ability to work with recipient counterparts in building individual and institutional capacity.
Language Requirements	<ul style="list-style-type: none"> • Fluency in written and spoken English

5. DELIVERABLES

Deliverables	Estimated duration to complete	Related payments	Review and Approvals of Requests	
• Deliverable 1 - Inception report	7 days	25 %	Rule of Law	
• Deliverable 2 - Installation of ECM for MoJ ○ Inception Report	30 days	25 %		

<ul style="list-style-type: none"> ○ Requirements document (functional and non-functional) ○ Hardware procurement (if any) ○ Software vendor selection and working closely with them to install the ECM ○ Installation ○ Go-Live ○ Training and support ○ Final report defining next steps 			Programme Specialist
<ul style="list-style-type: none"> • Deliverable 3 - Consolidate the Justice APP within the Judiciary <ul style="list-style-type: none"> ○ Continue to provide support to trial users in the Judiciary ○ Final report with any shortcomings and recommendations for next steps 	20 days	20 %	and INL Project Manager
<ul style="list-style-type: none"> • Deliverable 4 - Needs assessment of the SLCS case management system and feasibility of linking the SLCS with the Justice App <ul style="list-style-type: none"> ○ Inception Report ○ Requirements document (functional and non-functional) ○ Hardware procurement ○ Software vendor selection and working closely with them to deliver the upgraded app ○ Installation ○ Go-Live ○ Training and support ○ Final report defining next steps 	30 days	20 %	
<ul style="list-style-type: none"> • Deliverable 5 – Train users, provide training and initial support for the SLCS selected case management system 	30 days	10 %	

6. APPLICATION PROCEDURE

Mandatory requirements

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

The technical evaluation will include the following:

- Background and minimum educational qualification as defined above 10%
- Substantial professional knowledge and experience in the field of IT and software assessment and development 30 %
- Technical approach and methodology suggested to achieve consultancy 40 %

Qualified and interested candidates are hereby requested to apply. The application should contain the following:

Brief proposal addressing the requirement (Methodology)

Filled P11 form - http://sas.undp.org/Documents/P11_personal_history_form.doc

- Detailed achievement based CV
- The Financial proposal should indicate consultancy fee in USD (with a breakdown) or unit price together with any other expenses related to the assignment.

Note: Applications may be submitted to procure.sle@undp.org or <http://jobs-admin.undp.org/> . If submitted through the jobs-admin they must be uploaded as one set of documents. Applications without Technical and Financial Proposals will not be considered.

ANNEX 1 - TERMS OF REFERENCE (TOR)
ANNEX 2 - INDIVIDUAL CONSULTANT'S GENERAL TERMS AND CONDITIONS



Carine Yengayenge
Deputy Country Director (O)



ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS



UNITED NATIONAL DEVELOPMENT PROGRAMME

TERMS OF REFERENCE (TORS)



Empowered lives.
Resilient nations.

I. Consultancy Information

Consultancy:	Case Management Expert for the implementation of Justice APP and needs assessment of the case management system of the Correctional Service
Supervisor:	Rule of Law Programme Specialist and INL Project Manager
Duration:	117 working days (deliverables based)
Starting Date:	15 July 2017
Application deadline:	10 July 2017
Duty Station:	Freetown, Sierra Leone

II. Background

The new Rule of Law Project (RoL project) seeks to strengthen rule of law, access to justice and security delivery in Sierra Leone in compliance with international human rights standards. The project takes a holistic approach and brings together justice and security sector interventions under one framework, enhances synergies and coordination and establishes shared priorities with an aim to maintaining peace and stability and strengthening the rule of law, access to justice, accountability and transparency to ensure equal access to justice for all, including the most marginalised (including women), addresses gaps in the justice sector chain and prisons overcrowding. While the Project aims to strengthen rights within the justice chain, one major contributing factor would involve the strengthening of administrative processes to ensure that delays in processes do not affect the overall outcome of the quest for people to access justice. That is why the UNDP RoL project has identified case management as one of the key components that needs to be improved on to ensure expedited delivery of services to the public.

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4

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III. Purpose of this assignment

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² UNODC Handbook on Prisoner File Management, see https://www.unodc.org/documents/justice-and-prison-reform/Prison_management_handbook.pdf

following outputs:

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<ul style="list-style-type: none"> ○ Hardware procurement (if any) ○ Software vendor selection and working closely with them to install the ECM ○ Installation ○ Go-Live ○ Training and support ○ Final report defining next steps 			and
<ul style="list-style-type: none"> • Deliverable 3 - Consolidate the Justice APP within the Judiciary <ul style="list-style-type: none"> ○ Continue to provide support to trial users in the Judiciary ○ Final report with any shortcomings and recommendations for next steps 	20 days	20 %	INL Project Manager
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<ul style="list-style-type: none"> • Deliverable 5 – Train users, provide training and initial support for the SLCS selected case management system 	30 days	10 %	

V. Recruitment Qualifications

- Master's Degree in Information Systems (Database Management, Application development, Software Development Cycle, Automation, AGILE) is desired. A Bachelor's Degree with at least 7-9 years relevant working experience will also be accepted.

Experience	<ul style="list-style-type: none"> • 5-7 years' experience in software assessment and recommending suitable and viable IT solutions • Experience with the development of APPs • Prior experience in analysing and developing CMS or similar systems and working with other IT experts on similar systems • Demonstrated experience of needs assessment or feasibility studies on electronic information management systems • Experience working in a development context • Proven skills in report writing
Competencies	<ul style="list-style-type: none"> • Excellent self-starter and demonstrated commitment; • Professionalism and Integrity; • Promotes knowledge sharing and learning;

	<ul style="list-style-type: none"> • Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability; • Builds strong relationships with partners, focuses on impact and results for the partner and responds positively to feedback; • Demonstrates good oral and written skills; • Ability to work with recipient counterparts in building individual and institutional capacity.
Language Requirements	<ul style="list-style-type: none"> • Fluency in written and spoken English
VI. Application Procedure	
<p>Mandatory requirements</p> <p>The consultant will be evaluated against a combination of technical and financial criteria. Maximum score is 100% out of a total score for technical criteria equals 70% and 30% for financial criteria.</p> <p>The technical evaluation will include the following:</p> <ul style="list-style-type: none"> • Background and minimum educational qualification as defined above 10% • Substantial professional knowledge and experience in the field of IT and software assessment and development 30 % • Technical approach and methodology suggested to achieve consultancy 40 % <p>Please submit completed P11 form with the application.</p>	

Developed by:

Name: Louise Simonsen Aaen
Designation: INL Project Manager
Date:

Approved by:

Name: Annette Nalwoga
Designation: Team leader Governance



UNDP

GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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