



Call for Proposals from NGOs

INSTRUCTIONS

SLE/EOI/2017/001

I. BACKGROUND

UNDP partners with people at all levels of society to help build nations that can withstand crisis, and drive and sustain the kind of growth that improves the quality of life for everyone. On the ground in 177 countries and territories, we offer global perspective and local insight to help empower lives and build resilient nations

This Call for Proposals (CFP) is specifically related to the UNDP [Environment Cluster Programme] –

[Brief description of the programme/ project]

The programme is implemented in the framework of a UN multi-agency Area-Based Development (ABD) approach in the Kono district, eastern Sierra Leone. The programme focuses on two broad, interlinked intervention areas that aim to enhance sustainable, inclusive governance of natural resources as well as diversification of sustainable livelihood opportunities in one of the most mineral-rich, but least developed areas in the country. The programme has particular significance given the Ebola outbreak and its devastating social and economic impacts across the country. This programme will contribute greatly to the response and recovery phases through support to the most vulnerable people in Kono, whose livelihoods are gravely affected by the crisis.

The programme is designed with a strong focus on achieving tangible results by building on and complementing previous or ongoing activities of UNDP enhanced capacity for environmental and social sustainability impact assessments (ESIA's), as well as to monitor their implementation. Support will be provided to expand open access GIS-databases of natural resource use and environmental change to foster transparency and accountability.

This call for proposals requires local CSO's or NGO's with focus on creating dialogue platforms to submit proposals for promoting advocacy for open and inclusive management of natural resources through dialogue. The proposals should clearly articulate how to strengthen the capacity of local NGOs to promote constructive dialogue with the extractive sector on economic, social, and cultural rights, with specific focus on women's empowerment.

Opportunities for addressing grievances from communities affected by the kimberlite mining industry in the centre of Koidu city should be identified and participatory processes for engaging Community Relations Committee (CRC) defined. Women are often left out of community dialogue processes, despite being disproportionately affected by unsustainable natural resource management activities. The strategy should elaborate on how women would be

included and empowered to actively and constructively engage and dialogue with the extractive sector.

Community Development Agreements (CDAs) are required by law, and involve the allocation of revenue from extractive activities to local communities. However, insufficient bargaining capacity within communities has led to imbalanced negotiations with the industrial extractive sector. The plan will should indicate how to enhance stakeholder capacity to meaningfully engage in CDA needs assessments, prioritization, planning, budgeting, and monitoring processes. Particular attention should be paid to including provisions that are dedicated to youth employment. Gender equality is also a high priority – for example ensuring that women are fully involved in the processes and that the specific needs of women, men, girls and boys are met when negotiating CDAs.

II. OBJECTIVES AND EXPECTED OUTPUTS/ DELIVERABLES

The objective of this Call for Proposals is to develop the following:

- Roadmap outlining the activities to be undertaken to complete the assignment, submitted to UNDP for approval within one week after signing of the contract.
- Training manual on enhancing women's participation in dialogue forums.
- Conduct community sensitization campaign on revenue allocations and CDA development
- Training reports indicating number of beneficiaries by gender and age.
- Impact assessment report using gender lens.

Detailed objective and related outputs and deliverables are provided in the Terms of Reference – **Annex 2**

Final Beneficiaries

Eligible proposals will be those focused on establishing a platform for dialogue on revenue allocation targeting women and youths as the direct and final beneficiaries.

III. ELIGIBILITY & QUALIFICATION CRITERIA

The parameters that will determine whether a NGO is eligible to be considered by UNDP will be based on the NGO Request for Information (RFI) template. NGOs who already submitted the information requested in the RFI do not have to resubmit it.

Request for Information template – **Annex 1**

IV. PROPOSAL

Proposed Methodology, Approach, quality assurance plan and Implementation Plan – this section should demonstrate the NGO's response to the Terms of Reference by identifying the specific components proposed, how the outputs/ delivery shall be addressed, as specified; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted.

Moreover the proposal should demonstrate how the proposed methodology meets or exceeds the TOR, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable and a quality assurance.

Management Structure and Resource (Key Personnel) – This section should include the comprehensive description of the management structure and information regarding required resources including curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

V. EVALUATION CRITERIA & METHODOLOGY

a) Proposals will be evaluated based on the following criteria:

- 1) Sound technical proposal that includes innovative and replicable inclusion mechanisms to maximize the value transfer to the beneficiaries.
- 2) High impact interventions directly targeting and responding to the needs established in the ToR.
- 3) Size of budget requested commensurate with the organization's proven administrative and financial management capacity.
- 4) Participatory monitoring and evaluation that will contribute to building a sense of ownership among the beneficiaries to promote the sustainability of the interventions.

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	NGO Eligibility and qualifications	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	30%	300
Total			1000

Detailed sub-criteria are provide in Annex 1

b) Evaluation methodology: Quality based under Fixed Budget Selection (QB-FBS)

QB-FBS methodology implies that all proposals have the same maximum overall price (which cannot exceed a known fixed budget amount), focusing the selection on the quality of the proposal and the CSO/ NGO proposed approach and methodology. CSO have to provide their best technical proposal and financial breakdown (within the budget) in one single envelope (clearly stating proposed overheads). Evaluation of all technical proposals shall be carried out, in accordance with below outlined evaluation criteria, and the institution which obtains the highest technical score shall be selected. CSOs/ NGOs exceeding the established fixed budget in their financial proposals will be rejected

Proposals have to translate community needs into implementable activities by the NGOs/CSOs. Under QB-FBS, assessment focuses on maximizing transfer of value to the beneficiary user within a given budget.

c) Budget size and duration

Proposals amounts should range from a range of thirty thousand United State dollars 30,000.00 for direct interventions in a single community/ activity or geographical area to a **maximum of thirty-five thousand United States USD** for direct interventions in multiple communities/ activities or geographical area within the same country as stated in the ToR.

The amount requested in the proposal should be commensurate with the organization's administrative and financial management capabilities. In principle, **project duration will not exceed two months.**

VI. SELECTION PROCESS:

The UNDP will review proposals through a five-step process: (i) determination of eligibility; (ii) technical review of eligible proposals; (iii) scoring and ranking of the eligible proposals based on the assessment criteria outlined in the previous section to identify highest ranking proposal; (iv) round of clarification (if necessary) with the highest scored proposal; and (v) Responsible Party Agreement (RPA) signature

VII. SUBMISSION PROCESS

Applicants shall bear all costs related to proposal preparation and submission.

Applicants must submit their proposals in one envelope to:

- **[UNDP, 55 Wilkinson Road, Freetown, Sierra Leone]**
- **Number of copies: 1 (One)**

The following documents must be submitted in order for the submission to be considered:

- 1) Proposal Template
- 2) Project Synopsis
- 3) Documentation requested in the Request for Information (RFI)
- 5) Audited financial statements for past two years, including management report and footnotes that accompany the financial statements.

Only one submission per organization is allowed. Once the application is complete and submitted, revised versions of proposal documents will not be accepted.

Submission Deadline

Proposals, with supporting documents, should be submitted by **[October 19, 2017]** Time on **[close of business – 5:00pm]**.

Potential applicants should refer to the "Frequent Asked Questions" posted in UNDP's website. For additional questions about the Call for Proposals Guidelines or application forms, please e-mail **[procure.sle@undp.org]**

Note; UNDP reserves the right not to fund any proposals arising from this Call for Proposals

Estimate Competition Timeline

Below is an estimated timeline for this Call for Proposals.

[October 3, 2017]: Call for Proposal opens and relevant documents are posted online.

[October 19, 2017]: Deadline for organizations to submit proposals under this Call.

[October 20, 2017]: Assessment and selection processes will take place.

[October 23, 2017]: Selected applicants will be notified.

IMPORTANT ADDITIONAL INFORMATION

UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP Anti Fraud Policy English FIN AL_june_2011.pdf](http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FIN_AL_june_2011.pdf) and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)

In responding to this Call for Proposals, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

- * Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Terms of Reference, cost analysis/estimation, and other documents to be used in this competitive selection process;
- * Were involved in the preparation and/or design of the programme/project related to the services requested under this Call for Proposals; or
- * Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.


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Carine Yengayenge
Deputy Country Director Operations



REQUEST FOR INFORMATION (RFI) FROM CSO/NGO

1. OBJECTIVE

This is a Request for Information (RFI) from national and/or international CSOs/NGOs for potential partnership with UNDP in delivering outputs for development projects requiring expertise and experience in the following areas: Civil Society Organization to establish dialogue platform for youth and women's participation.

2. INFORMATION REQUESTED

Interested CSOs/NGOs are requested to fill out the below questionnaire, attaching all supporting documentation where specifically requested. If you are an international NGO, please provide information and documentation relating to your permits and licenses for your local presence in this country.

Please note that attachments should be provided to support each answer to the questions. All questions must be answered directly and clearly. Extraneous information that are not directly responding to the questions will only constrain the ability of UNDP to positively assess the CSO/NGO's alignment with UNDP requirements.

All CSOs/NGOs whose information are found to be consistent with UNDP programme needs will be sent a subsequent questionnaire to enable UNDP to conduct a Capacity Assessment. Based on the results of this Capacity Assessment Checklist (CACHE), UNDP will determine if the CSO/NGO may or may not be placed on a roster, for rapid engagement when required.

A copy of the CACHE is attached **for information only**. Please do not submit the CACHE form at this stage.

Topic	Areas of Inquiry/ Supporting documentation	Response
1. Proscribed organizations	<p>1. <i>Is the CSO/NGO listed in the UN's list of proscribed organizations, UNDP Vendor Sanctions List, or indicted by the International or National Criminal Court?</i></p> <p>2. <i>Is the CSO/NGO banned by any other institution/governments? If, yes, please provide information regarding the institution/Government and reasons.</i></p>	

2. Legal status and Bank Account	<p>1. Does the CSO/NGO have a legal capacity to operate in the UNDP programme country, and does it comply with the legal requirements of the country to register and operate an NGO/CSO? <u>Please provide copies of all relevant documents evidencing legality of operations.</u></p> <p>2. Does the CSO/NGO have a bank account? (Please Submit proof indicating latest date)</p>	
3. Certification/ Accreditation	<p>Is the CSO/NGO certified in accordance with any international or local standards (e.g., ISO), such as in:</p> <ul style="list-style-type: none"> • Leadership and Managerial Skills • Project Management • Financial Management • Organizational standards and procedures • Other 	
4. Date of Establishment and Organizational Background	<p>1. When was the CSO/NGO established?</p> <p>2. How has the CSO/NGO evolved since its establishment? (no more than 2 paragraphs)</p> <p>3. Who are your main donor/ partners?</p> <p>4. Please provide a list of all entities that the CSO/NGO may have an affiliation with.</p> <p>6. In how many cities/provinces/regions/ countries do you have capacity to operate in? Please provide a complete list and indicate the size of the offices in each location.</p>	
5. Mandate and constituency	<p>1. What is the CSO/NGO's primary advocacy / purpose for existence?</p> <p>2. What is the CSO/NGO's mandate, vision, and purpose? (no more than 2 paragraphs)</p> <p>3. Is the CSO/NGO officially designated to represent any specific constituency?</p>	
6. Areas of Expertise	<p>1. Does the CSO/NGO have expertise in any of the key areas identified above in this RFI?</p> <p>2. What other areas of expertise does the CSO/NGO have?</p>	

7. Financial Position and Sustainability	<p>1. <i>What was the CSO/NGO's total financial delivery in the preceding 2 years? Please provide audited financial statements for the last 2 years. If audited financial statements are not available, please provide an explanation regarding why it is not possible to obtain them.</i></p> <p>2. <i>What is the CSO/NGO's actual and projected inflow of financial resources for the current and the following year?</i></p> <p>3. <i>Please provide a list of projects with description, duration, location and budget over the past 2 years (arrange from biggest budget to the lowest).</i></p>	
8. Public Transparency	<p>1. <i>What documents are publicly available?</i></p> <p>2. <i>How can these documents be accessed? (Pls provide links if web-based)</i></p>	
9. Consortium	<p>1. <i>Do you have the capacity to manage a consortium?</i></p> <p>2. <i>Do you currently, or have you in the past, managed or been involved with a consortium? If yes, provide a list of all consortia, the list of partners in the consortia, the role in the consortia, and the total financial budgets involved.</i></p> <p>3. <i>Do you have a formal alliance with other CSOs/NGOs? If yes, pls. identify and provide details.</i></p>	

3. CLOSING DATE

A completed RFI with requested attachments must be submitted to:

United Nations Development Programme
55 Wilkinson Road, Freetown, Sierra Leone
procure.sle@undp.org
Attention: Yona Samo

They should be received no later than Close of Business, Thursday October 19, 2017 .



Empowered lives.
Resilient nations.

UNITED NATIONS DEVELOPMENT PROGRAMME

Terms of Reference

I. Position Information

Job Code Title: Civil Society Organization to establish dialogue platform for youth and women's participation.

Duty Station: Kono

Contract Modality: Civil Society Organization

Duration: 60 working days

II. Background

The programme is implemented in the framework of a UN multi-agency Area-Based Development (ABD) approach in the Kono district, eastern Sierra Leone. The programme focuses on two broad, interlinked intervention areas that aim to enhance sustainable, inclusive governance of natural resources as well as diversification of sustainable livelihood opportunities in one of the most mineral-rich, but least developed areas in the country. The programme has particular significance given the Ebola outbreak and its devastating social and economic impacts across the country. This programme will contribute greatly to the response and recovery phases through support to the most vulnerable people in Kono, whose livelihoods are gravely affected by the crisis.

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Opportunities for addressing grievances from communities affected by the kimberlite mining industry in the centre of Koidu city should be identified and participatory processes for engaging Community Relations Committee (CRC) defined. Women are often left out of community dialogue processes, despite

despite being disproportionately affected by unsustainable natural resource management activities. The strategy should elaborate on how women would be included and empowered to actively and constructively engage and dialogue with the extractive sector.

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III. Functions / Key Results Expected

The Civil Society Organisation will work under the supervision of the Programme Specialist and in collaboration with the relevant Local Council, NGOs, CBO's and Community stakeholders in the district.

Key result will include but not limited to:

1. Identify the number of CDA's signed and analysing percentage of youth and women involvement in the drafting as well as the quantum of benefit they will derive from CDA's.
2. Identify grievances from communities affected by the kimberlite mining industry in Koidu city
3. Identify capacity gaps in women and youths limiting their participation in dialogue platforms on revenue allocations from the extractives.
4. Design training manual to train women and youths to be able to participate in revenue allocations.
5. Train 500 youths and 500 women who had benefitted from UNDP enterprise and skills development training in Kono.
6. Create a sustainable dialogue platform in which formal and informal dialogues are ensured to strengthen a bottom-up decision-making process.
7. Monitor the effectiveness of awareness programmes and improving quality of local capacity building efforts based on monitoring results.
8. Design and conducting community awareness campaign on revenue allocations using gender sensitive and culturally appropriate tools, including information packs that comprise examples of community-based adaptation measures in the extractive sector.
9. Monitor learning impacts and applications with the use of Gender-disaggregated monitoring and evaluation system to measures how training affected both women and men.

IV. Deliverables

Based on the scope of work outlined above, the consultant will be expected to deliver the following outputs:

- Roadmap outlining the activities to be undertaken to complete the assignment, submitted to UNDP for approval within one week after signing of the contract.
- Training manual on enhancing women's participation in dialogue forums.
- Conduct community sensitization campaign on revenue allocations and CDA development
- Training reports indicating number of beneficiaries by gender and age.
- Impact assessment report using gender lens.

V. Payment Modalities

Payment to the Consultant will be made in three installments upon satisfactory completion of the following deliverables:

- 1st installment: 20% upon approval by UNDP of the detailed roadmap, outlining the activities that the firm will undertake to complete the assignment.
- 2nd installment: 30% upon the approval of the training manual.
- 3rd installment: 30% upon successful completion of training and community awareness campaign of 1,000 youths and women and submission of report.
- 4th installment: 20% upon approval of the final report of tasks undertaken, including report on impact assessment with disaggregated data on gender and age.

VI. Qualifications

- v. Evaluation and Methodology (in the attached call for proposal)
- REQUEST FOR INFORMATION (RFI) FROM CSO/NGO (annex 1)

VII. How to Apply

The application must contain the following:

- Brief letter of application.
- Profile of the organization and brochures where applicable.
- Brief description (max. 2 pages) of the proposed methodology on how to complete the assignment.
- Financial proposal that indicates the all-inclusive fixed total contract price supported by a breakdown of costs (including professional fee, and specified other costs including travel costs and DSA)

Note:

- The information in the breakdown of the offered lump sum amount provided by the offer or will be used as the basis for determining best value for money, and as reference for any amendments of the contract.
- The agreed contract amount will remain fixed regardless of any factors causing an increase in the cost of any of the components in the breakdown that are not directly attributable to UNDP.
- Approved local travel related to this assignment will be arranged and paid by UNDP Sierra Leone.

Please note that applications will only be considered if they include ALL the items listed above. Also, note that the UNDP job portal 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.

IX. Evaluation criteria

Offers received will be evaluated using a combined scoring method, where the qualifications and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%. Only Civil Society Organizations obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation. Criteria to be used for rating the qualifications and methodology:

Technical evaluation criteria (total 70 points):

1. Professional qualifications and experience with respect to the TOR: 30 points.
2. Methodology of approach in accomplishing the Consultancy including though not limited to (a) approach to the identification of grievances in those communities and training (b) timeline, (c) strategies of community sensitization on climate reliance and adaptation: C) Creating a bottom up approach to sustainable communication platform: 40 points.

Financial evaluation (total 30 points):

All technically qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula: $p = y (\mu/z)$ where: p = points for the financial proposal being evaluated; y = maximum number of points for the financial proposal; μ = price of the lowest priced proposal; z = price of the proposal being evaluated.

3.1 General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award

thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or



received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.



- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

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

19.0 CHILD LABOUR

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to



any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 AUTHORITY TO MODIFY:

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