



Design Specifications and Price Quotation Sheet

You are invited to submit a proposal on the following design project.

Title: UNDP 2008 Illustrated Annual Report

Description: Four-colour, saddlestitched report in English, French and Spanish. Theme is capacity development, with a focus on strengthening institutions and enhancing the skills of people in the countries where UNDP has a presence around the globe. You can read more about the concept of capacity development <http://www.capacity.undp.org/>

1. Type of Publication: Annual Report

Description	Booklet
<i>Approximate size (folded)</i>	210 x 297 mm/A4
<i>Expected number of pages in finished publication</i>	36 plus cover
<i>Number of words in doc.</i>	Approximately 20,000
<i>Binding</i>	Saddlestitched
<i>General Print specifications</i>	4 colours
<i>Photographs</i> – approx number – research required by designer	15-20 provided by UNDP; printers will do any colour correction required some research may be required for cover image
<i>Number of graphs/charts</i>	10-15 There will be extensive collaboration between the designer, writer and OC team with regard to developing the conceptual graphics to accompany the text. The designer is expected to come up with ideas for conceptual graphics based on content and guidance from the writer and OC team. See the IARs for 2002 and 2003 for examples of the types of conceptual graphics that we are looking for.
<i>Language versions</i>	English, French Spanish English layout completed first, French and Spanish translated texts to flow into same page count; translated text will be ready once the English files have been completed and ready for printer See production schedule attached.

2. General Type Guidelines: as per UNDP Graphic Standards

(http://www.undp.org/graphstandards/UNDP_GS_E.pdf)

- a) Headline text: Adobe Myriad
- b) Body text: Adobe Caslon

3. Logos

- a) UNDP logo on cover as per UNDP Graphic Standards
- b) UNDP logo on back cover with address block as per UNDP Graphic Standards

4. Presentations to UNDP by designer

- a) Proposed layouts
 - 2-3 different layouts for text pages as PDFs to UNDP within one week of contract.
- b) Composed layout of full text
 - Fully fleshed out design with images, photos and text in colour and on boards for presentation to the Executive Office

5. Proofing

- a) Two rounds of corrections in each language version after which UNDP will pay an hourly rate for Author's Alterations
- b) All proofing done through Adobe Acrobat (UNDP using version 8.0)

6. Schedule (See attached 2008 Production Schedule for full schedule)

- a) Sample text for layout to designer ready on 3 March 2008
- b) Preliminary layouts due on 19 March 2008
- c) Final English text to designer on 23 April 2008
- d) Final layout to printer on English files – 13 May 2008, language versions TBD
- e) Printed English version delivery date 12 June 2008 to Geneva

While we will make every effort to keep to the date scheduled here and on the Production Schedule, all clearances are not made through the Office of Communications and are therefore not under our control. There needs to be a great deal of flexibility on the part of the designer and the OC team with regard to the deadlines. The one deadline that will not change is the delivery date for the printed English version. Due to the UNDP Executive Board session being held in Geneva this year, the French version will also need to be expedited for production.

7. Preparation for Printing

- a) Designer to prepare printing specifications for UNDP to bid out printing. Please note: *Printers under UNDP contract will be used*
- b) InDesign CS 3.0.1 or QuarkXpress 6.0 compatible files in Macintosh format on CD-rom
- c) Graphic files should be Illustrator 10 or Photoshop 6 compatible
- d) Hard copy of all pages, marked for colour, provided to printer

8. Preparation for Web posting

- a) Designer to prepare final text for posting to website as follows:
 - Convert final text to Word document, including captions for section images
 - Convert tif/eps files to jpegs (specifications on size to come)
 - English due on 6 June 2007; language versions TBD

9. Copyright: See attached UNDP General Conditions for Commercial Services (paragraph 11.0)

Proposal Submission and Price Quotation for UNDP 2008 Illustrated Annual Report
Submissions due by Monday, 31 January 2008, COB

1. Sample of work for Graphic Design Evaluation

a. Please submit 2 samples of annual reports that you have designed.

Submissions will be evaluated based on the following criteria: cover design, graphics, typography, photography, layout, use of colour. Please ensure that your name is on each submission. See attached Graphic Design Evaluation: IAR 2008. Of particular interest to UNDP is the development of conceptual graphics.

b. Please submit CV and/or capabilities brochure and/or link to web site.

c. Please submit 3 references with whom we can verify your work.

The above should be placed in an envelope labeled "Annual Report Samples," separated from the Price Proposal.

The design evaluation will be weighted at 70 percent of the overall score.

2. Price Proposal

(in US dollars)

Description	Price Proposal
<i>Approximate size (flat/folded)</i>	210 x 297 mm/A4
<i>General Print specifications</i>	4 colours
<i>Design/layout cost</i>	English \$ French Spanish
Total Cost	\$

*Photography research cost: UNDP/OC has budgeted a rate of \$50 per hour for any additional photo research required on the part of the designer, should this be necessary. Please consult with UNDP/OC **prior** to research.*

Miscellaneous expenses _____

Please note: UNDP/OC will provide our FedEx account number for use by the designer for this project.

Author's Alterations/hourly rate _____

The price proposal will be weighted at 30 percent of the overall score.

Submitted by:

Name _____

Address _____

Telephone_____Fax_____

E-mail_____

Signature_____Date_____

For technical questions regarding this request for proposal, please contact via email:

Maureen Lynch
Communication Products Manager
UNDP Office of Communications
One UN Plaza, Room DC1-1903, New York, NY 10017
Tel: 212 906 5381
Email: maureen.lynch@undp.org

Please submit proposal in hard copy, with samples to:

Nicole Pierron
Communications Assistant
UNDP Office of Communications
One UN Plaza, Room DC1-1902, New York, NY 10017
Tel: 212 906 5516

Subsequent pages contain the following:

- Terms of Reference
- Production Schedule

Separate attachment to email:

- IAR outline
- UNDP Terms and Conditions
- Graphic Design Evaluation Form: IAR 2008

Terms of Reference: UNDP 2008 Illustrated Annual Report

1. Conduct preliminary design research, analysis and audit;
2. Participate in reviews and on-going editorial consultations as needed;
3. Conceive art direction for publication;
4. Develop conceptual graphics based on content and guidance from the writer and OC team.
5. Conduct photo research as needed;
6. Submit the preliminary layouts for discussion with UNDP
7. Revise the selected layout as discussed with UNDP
8. Design and layout the publication in the designated languages
9. Submit the publication to UNDP for proofreading (2 rounds of corrections to be covered under the agreement)
10. Ensure all corrections have been inserted
11. Obtain a final sign-off from UNDP before submitting electronic files to the printer (all language versions)
12. Prepare the electronic files for the printer and send files to designated UNDP-contracted printer via FTP and liaise with printer, as necessary, during printing process, receive and mark up final blueprint with final corrections from UNDP
13. Design and layout French and Spanish versions once the English version has been finalized; submit files for proofing; ensure corrections are inserted; submit to printer as described above for English version.
14. Prepare all language versions for Web posting as per UNDP requirements

The above professional services do not include costs of photography, illustration, revisions, printing-related expenses, travel, expanded project specifications and/or services, and standard out-of-pocket expenses.

Illustrated Annual Report 2008 Production Schedule		
5 December 2007		
Deadlines	Received/completed	Deliverables
7 October 2007		Meeting of CS team with Rosemary Nuamah/ExO; theme and writer identified by ExO
20 November 2007		OC emails special templates to country offices seeking success stories • Deadline for submission is 21 December
6 Dec 2007		Capacity Development workshop in OC • Research begins
10/11, 17-18 Dec 2007		Initial meeting with ExO: UNDP internal consultations regarding report content and messaging; writer, ExO, BRSP and OC
4 Jan 2008		Outline due from writer
7-9 January 2008		Outline cleared by ExO
10-18 Jan 2008		Research and writing begins
21 Jan – 1 Feb 2008		Two week blackout for writer due to other commitments
31 January 2008		Designer, translators, printer engaged
3-13 February 2008		Research and writing resumes after break
13 February 2008		Writer presents first half draft to OC editor for initial feedback
14 Feb – 5 March 2008		Writing continues on second half draft
14-15 February 2008		Comments to writer by COB on 15 Feb
3 March 2008		Initial meeting between editorial team and design team to discuss visual approach, topics, graphics
3 March – 17 March 2008		Designer works with preliminary text on layouts, photos, conceptual graphics and cover designs
5 March 2008		Second half draft to OC editor for comment
7 March 2008		OC comments to writer by COB
7-14 March 2008		Writer revises text as per OC comments • Delivers text by COB
17 March 2008		Full text to readers group
19 March 2008		First comps due from designer
20 March 2008		Full text comments due from readers group
20 March-2 April 2008		• Writer to incorporate readers group comments into text • Revised text to OC by COB 2 April • Sample text to designer for full layout
21 March 2008		UN official holiday (Good Friday)
4 April 2008		• Revised full text to ExO for comment/clearance
11 April 2008		• ExO comments due back to OC by COB
14 -17 April 2008		Text with UNDP/ExO comments to writer for revision
18-22 April 2008		Revised text to ExO for feedback
22 April 2008		Sample layouts with real text to OC from designer
23 April 2008		• Final text to designer

		• Final text to translators
23 April-5 May 2008		Design and layout final text and graphics; photo research
5 May 2008		Full English layout – round 1 for proofing
6 May 2008		Images for scanning to printer a.m.
7 May 2008		• English layout – round 1 corrections to designer
9 May 2008		Full English layout – round 2 for proofing: a.m.
12 May 2008		• English layout – round 2 corrections to designer: COB
13 May 2008		• Final English files to printer • French and Spanish versions due to OC for vetting
16 May 2008		English composed print proof to OC; reviewed and corrected by COB • French and Spanish versions to designer for layout
16-20 May 2008		French layout completed and PDF returned to OC for proofing
20-23 May 2008		Spanish layout completed and PDF returned to OC for proofing
26 May 2008		UN official holiday
30 May 2008		F/S corrections to designer
2-9 June 2008		• F/S versions posted to printer FTP site • Printer makes corrections to English files, outputs, makes printing plates, press run begins on 3 June, on press for 2 days, then binding, fulfillment
4 June 2008		F/S proofs from printer; reviewed and returned by COB
6 June 2008		Designer provides all files needed for posting to UNDP Internet E/F/S • Printer posts low-res final pdfs in all languages
9-13 June 2008		CO and mail fulfillment
9 June 2008		Ship copies to Geneva
12 June 2008		• Delivery of copies to Geneva for Exec Board
18 June 2008		Delivery of balance to UNDP NY



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.

September 2007