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INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: January 14th, 2013

Country: **Trinidad and Tobago**

Description of the assignment: Technical Expert for the Facilitation of a Participatory Dialogue in Support of the Drafting of a National Development Plan in Curacao

Period of assignment/services: **73 Working days (approximately)**

Proposals may be submitted to the email address: **registry.tt@undp.org** and subject:

Consultant for Democratic Dialogue - Curacao

OR

by regular mail or hand delivered to: Procurement Unit
UNDP
3A Chancery Lane,
Port of Spain, Trinidad and Tobago

and subject:

Consultant for Democratic Dialogue - Curacao

BY THE DEADLINE DATE: **Monday 4th February, 2013**

Any request for clarifications must be sent in writing, or by standard electronic communication to the address or e-mail indicated above and received by UNDP **no later than 23rd January, 2013**. UNDP will then create a document which gives an explanation of the query without identifying the source of inquiry. This document will be posted on the UNDP Trinidad and Tobago website along with the advertisement and also sent out to all offerors who have submitted a proposal or query.

This Procurement Notice is targeted to Individual Consultants only and not firms or companies.

UNDP reserves the right to accept or reject any offers and to annul the solicitation process and reject all offers at any time prior to the award of contract, without hereby incurring any liability to the affected offeror or any obligations to inform the affected offeror/s of the grounds for this action.

1. Background

On 10 October 2010, the Federation of the Netherlands Antilles comprising the five Dutch Caribbean countries of Curaçao, Bonaire, Saba, St. Eustatius and Sint Maarten was dissolved. Two of the five islands, Curaçao and Sint Maarten became autonomous countries within the Kingdom of the Netherlands and now have responsibility for their overall development with only the defense, external security and immigration portfolios falling outside of their remit. Among the challenges that the new country faces is the need to articulate a national development plan that gives cognizance to the environmental, economic, social and political realities of a new SIDS country within the current global environment. Many countries in similar situations have used dialogue processes linked to development issues to prepare medium to long term strategies in a consultative participatory way. The fundamental objective in this process of organizing a Democratic Dialogue around the structuring of the national development agenda would be to reach agreement and bring about the highest possible level of consensus within the national stakeholder community and the general public as an essential pre-requisite for the building of institutional capacity.

2. Objective

The objective of this consultancy is to develop and implement a concept for the holding of 30 neighborhood consultations across urban centres and rural areas in Curaco based on a Democratic Dialogue approach and conceptualized as an information-gathering exercise in support of the drafting a National Development Plan complete with sector based implementation plans. In a parallel effort, the consultant is expected to build capacity within the Public Service and key stakeholders with regards to the use of Democratic Dialogue tools and methodologies through targeted training including an online course with the UNDP Virtual School.

3. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE OFFER.

Interested individual consultants must submit the following documents/information to demonstrate their qualifications:

(1) TECHNICAL PROPOSAL:

- (i) A letter explaining why they are most suitable for the work and an approach outlining a schedule of activities proposed for the implementation of this consultancy, along with an estimate of the number of days required to complete each activity.
- (ii) Completion of a CV or P11 Form (see Annex 3) including information on past experience in similar projects and at least 3 references. Please note that if an Offeror submits a CV and is selected for this consultancy, he/she will be required to complete the P11 Form.
- (iii) Completion of the Confirmation of Interest Letter (Annex 2)

(2) FINANCIAL PROPOSAL: Annex 4 Attached.

LUMP SUM CONTRACTS

Submission of the financial proposal may be sent via email separately. It is recommended to protect the Financial Proposal with a password. The password shall be provided by the Offeror upon request from the Procurement Unit via email. If submitting by regular mail or by 'Hand', please place the financial proposal in a separate envelope, marked

"Financial Proposal for consultant for Democratic Dialogue - Curacao" and include the name of the Offeror.

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measureable (qualitative and quantitative) deliverables as indicated in the TOR.

Payments are based upon output i.e. 100 % of contract value will be paid upon delivery and satisfactory completion of the services specified in the TOR.

TRAVEL:

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

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

4.

HIGHEST TOTAL SCORE OF WEIGHTED TECHNICAL AND FINANCIAL CRITERIA (usually used for assignments that are intellectual in nature, which takes into account a combination of the applicants' qualifications and experience along with the financial proposal).

The price proposal of all consultants, who have attained minimum 70% score in the technical evaluation, will be compared. **The contract will be awarded to the individual that receives the highest score out of a pre-determined set of weighted technical and financial criteria as specified below.**

The weight given to the Technical part - 70%

The weight given to the Financial Proposal – 30%

Table 1 Technical Proposal Evaluation		Points (weights)	Name of Consultant			
			Name 1	Name 2	Name 3	Name 4
1.	Qualification	10				
2.	Experience and Formal Training	50				
3.	Quality and adequacy of the technical approach outlining the schedule of activities to be engaged: Have the importance aspects of the technical tasks been addressed in sufficient detail? Are different components of the project adequately weighted relative to one another? Is the scope of task well defined and does it correspond to the TOR? Is the approach clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	35				
4.	Language Skill	5				
	Total Technical	100				

Note: Consultants obtaining points below the minimum requirements i.e. 70% of the total points shall be considered as unqualified.

Financial Proposal Evaluation

Evaluation of the price proposals (of all consultants who have attained minimum 70 % score in the technical evaluating) will be based on the weight scoring method as follows:

- The lowest price is ranked as the first one (receiving highest amount of points) and the most expensive as the last one (receiving the least amount of points).
- Lowest price is given maximum points (e.g. 30), for other prices the points are assigned based on 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

Table 2 Summary of Financial Proposal		Points Obtainable	Name of Consultant		
			Name 1	Name 2	Name 3
	Financial Proposal	Max 30			
	Ranking by price				
	Sub-total for Financial Evaluation	30			

Table 3: Summary of Technical and Financial Proposals		Points Obtainable	Name of Consultant		
			Name 1	Name 2	Name 3
	Sub-total Technical Proposal	70			
	Sub-total Financial Proposal	30			
	Total for Technical and Financial Proposal	100			

6. FINANCIAL OFFER.

Please fill in **Annex 4** attached, to express your offer for the services required. Your price proposal would include costs such as your remuneration plus the other expenses outlined in the Table of Breakdown of Cost in Annex 4.

Offerors, (regional and international) who are required to travel to join the Duty Station in Trinidad, will have to purchase a round trip ticket at economy class from their place of residence to Port of Spain, Trinidad.

Please send Annex 4 as a separate email, it is recommended to protect the Financial Proposal with a password. The password shall be provided by the offeror upon request from the Procurement Unit.

If submitting by regular mail or by 'Hand', please place the financial proposal in a separate envelope, apart from the technical proposal and marked "Financial Proposal for consultant for Democratic Dialogue - Curacao" and include the name of the offeror.

6. TIMELINES

ACTIVITY	DUE ON
DEADLINE FOR RECEIPT OF OFFERS	4 th February, 2013
START DATE FOR SUCESSFUL CANDIDATE	26 th February, 2013

7. FORMS TO SUBMIT OFFER/PROPOSAL.

The person interested in the post described above, shall submit the following documents:

Document	Description	File
Introductory Letter	A letter explaining why he/she is the most suitable for the work; the consultant's understanding of the TOR and the objectives of the assignment, the methodology for carrying out the activities and obtaining the expected outputs, possible problems and how to overcome them;	
Confirmation of Interest Letter	A template letter confirming the offerors' acceptance to the statements indicated and terms and conditions	Annex 2
Resume	Please fill in and sign P11 form attached. Please double click on the icon:	Annex 3
Price or quote	Use Form in Annex 4 Financial Proposal Form (compulsory) . Your quote shall be all inclusive as per table on break down of costs.	Annex 4
Legal documents	Valid passport and/ or Visa may be required in Trinidad.	
General Conditions of the Contract (please double click on the icon:		Annex 5

Annexes:

Annex 1 – Terms of Reference

Annex 2 – Confirmation of Interest Letter

Annex 3 – Link to P11 form

Annex 4 – Financial Proposal Form

Annex 5 - General Terms and Conditions of the Individual Contract

Annex 1



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TERMS OF REFERENCE

United Nations Development Programme

Recruitment of Democratic Dialogue Specialist

Job title	Technical Expert for the Facilitation of a Participatory Dialogue in Support of the Drafting of a National Development Plan in Curacao
Reference to the project	Capacity Development for Nation Building of Curacao
Contract type	Individual Contract (IC)
Languages required	English, Dutch (preferred), Papiamentu (asset)
Duration	73 working days (approximately)
Starting date	February 1, 2012

Background

On 10 October 2010, the Federation of the Netherland Antilles comprising the five Dutch Caribbean countries of Curaçao, Bonaire, Saba, St. Eustatius and Sint Maarten was dissolved. Two of the five islands, Curaçao and Sint Maarten became autonomous countries within the Kingdom of the Netherlands and now have responsibility for their overall development with only the defense, external security and immigration portfolios falling outside of their remit. Among the challenges that the new country faces is the need to articulate a national development plan that gives cognizance to the environmental, economic, social and political realities of a new SIDS country within the current global environment. Many countries in similar situations have used dialogue processes linked to development issues to prepare medium to long term strategies in a consultative participatory way. The fundamental objective in this process of organizing a Democratic Dialogue around the structuring of the national development agenda would be to reach agreement and bring about the highest possible level of consensus within the national stakeholder community and the general public as an essential pre-requisite for the building of institutional capacity.

Objective

The objective of this consultancy is to develop and implement a concept for the holding of 30 neighborhood consultations across urban centres and rural areas in Curaco based on a Democratic Dialogue approach and conceptualized as an information-gathering exercise in support of the drafting a National Development Plan complete with sector based implementation plans. In a parallel effort, the consultant is expected to build capacity within the Public Service and key stakeholders with regards to the use of Democratic Dialogue tools and methodologies through targeted training including an online course with the UNDP Virtual School.

Tasks and Deliverables of the Consultant

The consultant will work under the supervision of the Secretary General of the Ministry of Economic Development (MED) and the UNDP Program Officer Democratic Governance. His / Her tasks will be:

Tasks/Outputs	Estimated Duration to Complete	Payment	Review and Approvals Required (<i>Indicate designation of person who will review output and confirm acceptance</i>)
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<p>Preparation Phase</p> <ul style="list-style-type: none"> • Develop an actor/stakeholder map that provides information re. interests, needs, positions on key issues, potential role etc. • Develop an issues map including an analysis of the political, social and cultural context 	<p>21 days</p>		<p>UNDP Program Officer Democratic Governance</p> <p>Secretary General MED</p>
<p>Design Phase</p> <ul style="list-style-type: none"> • Identify the DD process and the process tool(s) based on the principle of co-design • Define the dialogue objectives and dialogue strategy within the framework of the National Development Plan initiative • Oversee the Democratic Dialogue training of 25 stakeholder representatives from public and private sector as well as from civil society as local dialogue facilitators • Developing a Neighborhood Consultation Plan and determine the participants using a 	<p>4 days</p>	<p>25%</p>	<p>UNDP Program Officer Democratic Governance</p> <p>Secretary General MED</p>
	<p>2 days</p>		<p>UNDP Program Officer Democratic Governance</p> <p>Secretary General MED</p>

<p>tri-sectoral perspective</p> <ul style="list-style-type: none"> • Develop a Plan outlining Third Party Roles • Develop behavioral guidelines for neighborhood consultations ('ground rules') • Develop a Monitoring & Evaluation Plan for the Democratic Dialogue process and its consultations preferably using a participatory approach and including periodic reviews <p>Implementation Phase</p> <ul style="list-style-type: none"> • Organize and manage the holding of 30 neighborhood consultations • Final Report including the findings, recommendations, targets and indicators developed through 	<p>3 days</p>	<p>UNDP Program Officer Democratic Governance</p> <p>Secretary General MED</p>	<p>UNDP Program Officer Democratic Governance</p> <p>Secretary General MED</p>
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the neighborhood consultations			
	4 days		UNDP Program Officer Democratic Governance Secretary General MED
Total:	1 day		UNDP Program Officer Democratic Governance Secretary General MED
	0.5 days		
		30%	UNDP Program Officer Democratic Governance Secretary General MED
	2 days		
			UNDP Program Officer Democratic Governance Secretary General MED

	30 days		
		45%	UNDP Program Officer Democratic Governance UNDP Deputy Resident Representative Secretary General MED
	5 days		
	72.5 days		

Expected output

The technical specialist is expected to prepare, design and implement the participatory dialogue process. All three phases will produce a range of plans and reports with the Final Report capturing the targets and indicators that will subsequently be integrated into the National Development Plan.

Fees and terms of payment

Payment will take place against the approved and finalized deliverables. Payment is based only upon the certification and acceptance of the deliverables done by UNDP Trinidad and Tobago, in coordination with the Ministry of Economic Development (MED).

Required Qualifications

Academic Qualifications:

Master Degree in Conflict Prevention, Mediation, Political Science, Sociology, International Relations or related field within the social sciences.

Experience:

At least 7 years of relevant professional experience related to the management of participatory dialogue process and the use of Democratic dialogue tools and methodologies

Proven technical experience in constitutional change and political transition processes is highly desirable;

Relevant experience in working with stakeholders (especially civil society organizations) on development projects (preferably National Development Plans or MDG Reports) in small island states will be considered an asset.

Proficiency in Dutch and/or Papiamentu would be an asset

Documents to Be Included When Submitting the Proposals

Interested individual consultants must submit the following documents/information to demonstrate their qualifications:

Proposal: explaining why he/she is the most suitable for the work; the consultant's understanding of the TOR and the objectives of the assignment, the methodology for carrying out the activities and obtaining the expected outputs, possible problems and how to overcome them;

Financial proposal (the financial proposal shall specify the total amount, as broken down in the Price Submission Form in the Procurement Notice);

Personal CV and the dully filled Personal History Form (P11)

ANNEX 2



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OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT

Date _____

Mr. Henri Francois Morand
Resident Representative (ai)
United Nations Development Programme
3A Chancery Lane
Port of Spain

Dear Sir/Madam:

I hereby declare that:

- a) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of Technical Expert for the Facilitation of a Participatory Dialogue in Support of the Drafting of a National Development Plan in Curacao.
- b) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- c) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV or Personal History Form (P11) which I have duly signed and attached.
- d) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach and schedule of activities which I have attached.

- e) I hereby propose to complete the services based on a total lump sum as stated in the financial proposal submitted and payable in the manner described in the Terms of Reference.
- f) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 4;
- g) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- h) This offer both technical and financial shall remain valid for a total period of _____ days *[minimum of 90 days]* after the submission deadline;
- i) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*
- j) If I am selected for this assignment, I shall *[pls. check the appropriate box]:*

- ☐ Sign an Individual Contract with UNDP; (in the case that I want to work as an individual contractor)
- ☐ Request my employer *[state name of company/organization/institution]* to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:
-

- k) I hereby confirm that *[check all that applies]:*

- ☐ At the time of this submission, I have **no** active Individual Contract or any form of engagement with any Business Unit of UNDP;
- ☐ I am currently engaged with UNDP and/or other entities for the following work :

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

☐

I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal :

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

- l) ☐ I hereby confirm (*check if applicable*) that I am a government official or employee and agree to

the following conditions, which must be met prior and in order to be awarded a contract in accordance with UNDP rules and regulations:

- (i) A "No-objection" letter in respect of the individual is received from the Government employing him/her, and;
- (ii) The individual must provide an official documentation from his/her employer formally certifying his or her status as being on "official leave without pay" for the duration of the IC.

Note:

The above requirements are also applicable to Government-owned and controlled enterprises and well as other semi/partially or fully owned Government entities, whether or not the Government ownership is of majority or minority status

- m) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

- n) **If you are a former staff member of the United Nations and recently separated. Please click on the box beneath to apply the statement as a confirmation to your letter:**

- ☐ I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.

- o) I also fully understand that, if I am engaged as an Individual Contractor, I have neither expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

Full Name and Signature:

Date Signed:

Annex 3.



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P11 FORM: <http://www.undp.org.tt/Jobs/P11%20Personal%20history%20form.doc>

Annex 4



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Price Submission Form

**Resident Representative
United Nations Development Programme, Trinidad and Tobago**

Description of Consultancy:

Technical Expert for the Facilitation of a Participatory Dialogue in Support of the Drafting of a National Development Plan in Curacao

Please send this form as a separate email, it is recommended to protect the Financial Proposal with a password. The password shall be provided by the offeror upon request from the Procurement Unit via email.

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to provide (the requested services) for the total sum

of: \$..... (.....)

(indicate amount in number and letters)

All inclusive as per the table of breakdown of Costs beneath.

**BREAKDOWN OF COSTS
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

A. Breakdown of Cost by Components:

Cost Components	Unit Cost (please indicate currency)	Quantity	Total Rate for the Contract Duration (please also indicate currency)
I. Personnel Costs (this cost will take into account item a) beneath)			
a. Professional Fees			
II. Travel Expenses to Join duty station in Trinidad. (only applicable to offerors from Tobago, regional or international) (this cost will take into account items a) to e) beneath)			
a. Round Trip Airfares to and from duty station – Trinidad and Tobago.			
b. Living Allowance			
c. Travel Insurance			
d. Terminal Expenses i.e. taxis to and from airport			
e. Others (pls. specify) (optional)			
Total Cost for the entire consultancy (sum of I and II above)			

Breakdown of Cost by Deliverables*

Deliverables	Percentage of Total Price (Weight for payment)	Amount(please also indicate currency)
Preparation Phase <ul style="list-style-type: none"> Develop an actor/stakeholder map that provides information re. interests, needs, positions on key issues, potential role etc. Develop an issues map including an analysis of the political, social and cultural context 	20%	
Design Phase <ul style="list-style-type: none"> Identify the DD process and the process tool(s) based on the principle of co-design Define the dialogue objectives and dialogue strategy within the framework of the National Development Plan initiative Oversee the Democratic Dialogue training of 25 stakeholder representatives from public and private sector as well as from civil society as local dialogue facilitators Developing a Neighborhood Consultation Plan and determine the participants using a tri-sectoral perspective Develop a Plan outlining Third Party Roles Develop behavioral guidelines for neighborhood consultations ('ground rules') Develop a Monitoring & Evaluation Plan for the Democratic Dialogue process and its consultations preferably using a participatory approach and including periodic reviews 	35%	
Implementation Phase <ul style="list-style-type: none"> Organize and manage the holding of 30 neighborhood consultations Final Report including the findings, recommendations, targets and indicators developed through the neighborhood consultations 	45%	
Total	100%	USD/TTD

**Basis for payment tranches*

PLEASE NOTE : All individual consultants in Trinidad and Tobago shall quote in local Trinidad and Tobago (TTD) currency, whilst foreign consultants may quote in either Trinidad and Tobago Dollars (TTD) or United States Dollars (USD). For comparison purposes, offers received in USD will be converted to TTD using the UN Official Rate of Exchange (UNORE) on the deadline date for submission of offers.

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

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

Date:

Name and signature:

Annex 5.

GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS 1 Version 1st January 2011

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

2. STANDARDS OF CONDUCT: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions on the Contract regarding the Individual contractor’s performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause. Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

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

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

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is

made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized. In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is travelling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request. 2 Version 1st January 2011 .

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

7. SUBCONTRACTORS: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract. The Individual contractor shall

be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

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

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

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

11. ENCUMBRANCES AND LIENS: The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

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

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

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

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

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

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any

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

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

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

15. TAXATION: Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, 3 Version 1st January 2011 including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. AUDITS AND INVESTIGATIONS:

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

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

connection with such access to the Individual contractor's personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

17. SETTLEMENT OF DISPUTES:

AMICABLE SETTLEMENT: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

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

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

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