UNITED NATIONS DEVELOPMENT PROGRAMME

Contract for the services of an Individual Contractor

No_____

This Contract is entered into on [insert date] between the United Nations Development Programme (hereinafter referred to as "UNDP") and _____ (hereinafter referred to as "the Individual Contractor") whose address is _____.

WHEREAS UNDP desires to engage the services of the Individual Contractor on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Contractor is ready and willing to accept this Contract with UNDP on the said terms and conditions and agree to be bound by the provisions contained in his/her proposal [ref....., dated .....], as clarified by the agreed minutes of the negotiation meeting [dated.....], both documents not attached hereto but known to and in the possession of both parties,

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The Individual Contractor shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as *Annex I* in the following Duty Station(s): _____.

2. Duration

This Individual Contract shall commence on [insert date], and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than [insert date], unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at www.undp.org/procurement and are attached hereto as *Annex II.*

3. Consideration

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of [currency] ---------- in accordance with the table set forth below[1].

[1] For payments which are output-based lump sum, indicate the maximum number of working days/hours/units, any out of pocket expense (travel, per diem...) and the corresponding fee/cost in the Deliverable (s) table.

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[(Contracts based on daily fee)

DELIVERABLE	Due Date	Maximum Number of Working Days	Daily Fees	Total Amount [CURRENCY]
any out of pocket expense (travel, per diem...) and the corresponding fee/cost (if any)				
Total Contract Value [Currency]				

[*Monthly*] Payments shall be made based on the number of days worked and following certification by UNDP that the services described in the Terms of Reference, Annex 1, have been satisfactorily performed and have been achieved by or before the due dates specified within the above table, if any.]

[(Lump Sum Contracts)

DELIVERABLE	DUE DATE	*Maximum Number of Working Days (if any)*	AMOUNT IN [CURRENCY]
any out of pocket expense (travel, per diem...) and the corresponding fee/cost (if any)			
Total Contract Value [Currency]			

Payments shall be made following certification by UNDP that the services related to each Deliverable, as described above, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified within the above table, if any.]

If unforeseen travel outside the Duty Station not required by the Terms of Reference is requested by UNDP, and upon prior written agreement, such travel shall be at UNDP's expense and the Individual Contractor shall receive a *per diem* not to exceed United Nations daily subsistence allowance rate in such other location(s).

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNDP instructs its bank to effect the payment(s).

4. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual Contractor are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Contractor shall be solely liable for claims by third parties arising from the Individual Contractor's own acts or omissions in the course of performing this Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

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5. **Beneficiary**

The Individual Contractor selects _____ as beneficiary of any amounts owed under this Contract in the event of death of the Individual Contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

Mailing address, email address and phone number of beneficiary:

_____

_____

_____

Mailing address, email address and phone number of emergency contact (if different from beneficiary):

_____

_____

_____

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at www.undp.org/procurement **and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".**

☐ The Individual Contractor has submitted a Statement of Good Health and confirmation of immunization.

AUTHORIZING OFFICER: **United Nations Development Programme**	**INDIVIDUAL CONTRACTOR:**
Name; _____	**Name;** _____
Signature; _____	**Signature;** _____
Date; _____	**Date;** _____

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GENERAL CONDITIONS OF CONTRACT

FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

1. **LEGAL STATUS:** The Individual contractor shall have the legal status of an ndependent contractor vis-à-vis the United Nations Development Programme UNDP), and shall not be regarded, for any purposes, as being either a "staff nember" of UNDP, under the UN' Staff Regulations and Rules, or an "official" of JNDP, for purposes of the Convention on the Privileges and Immunities of the Jnited Nations, adopted by the General Assembly of the United Nations on 13 ebruary 1946. Accordingly, nothing within or relating to the Contract shall stablish the relationship of employer and employee, or of principal and igent, between UNDP and the Individual contractor. The officials, epresentatives, employees or subcontractors of UNDP and of the Individual ontractor, if any, shall not be considered in any respect as being the employees or igents of the other, and UNDP and the Individual contractor shall be solely esponsible for all claims arising out of or relating to its engagement of such ersons 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 uthority external to UNDP seek to impose any instructions on the Contract egarding the Individual contractor's performance under the Contract, the ndividual contractor shall promptly notify UNDP and shall provide all reasonable ssistance required by UNDP. The Individual contractor shall not take any action n respect of its performance of the Contract or otherwise related to its bligations under the Contract that may adversely affect the interests of UNDP, nd the Individual contractor shall perform its obligations under the Contract vith the fullest regard to the interests of UNDP. The Individual contractor varrants that it has not and shall not offer any direct or indirect benefit rising from or related to the performance of the Contract or the award thereof to ny representative, official, employee or other agent of UNDP. The Individual ontractor shall comply with all laws, ordinances, rules and regulations bearing pon the performance of its obligations under the Contract. In the performance of he Contract the Individual contractor shall comply with the standards of conduct set in he Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations overning the Status, Basic Rights and Duties of Officials other than Secretariat fficials, and Expert on Mission". The individual contractor must comply with all ecurity Directives issued by UNDP. Failure to comply with such security directives is rounds for termination of the Individual contractor for cause.

rohibition of Sexual Exploitation and Abuse: In the performance of the ontract, the Individual contractor shall comply with the standards of conduct et forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 003, concerning "Special measures for protection from sexual exploitation and exual abuse". In particular, the Individual contractor shall not engage in any onduct that would constitute sexual exploitation or sexual abuse, as defined n 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, n 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 hall limit the right of UNDP to refer any alleged breach of the foregoing tandards of conduct to the relevant national authorities for appropriate legal ction.

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

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

4. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATIO** Information and data that are considered proprietary by either UNDP or t Individual contractor or that are delivered or disclosed by one of the ("Discloser") to the other ("Recipient") during the course of performance the Contract, and that are designated as confidential ("Information"), shall held in confidence and shall be handled as follows. The Recipient of su Information shall use the same care and discretion to avoid disclosur publication or dissemination of the Discloser's Information as it uses with i own similar information that it does not wish to disclose, publish disseminate, and the Recipient may otherwise use the Discloser's Informatic solely for the purpose for which it was disclosed. The Recipient may disclo confidential Information to any other party with the Discloser's prior writt consent, as well as to the Recipient's employees, officials, representatives ar agents who have a need to know such confidential Information solely f purposes of performing obligations under the Contract. Subject to and without ar waiver of the privileges and immunities of UNDP, the Individual contractor ma disclose Information to the extent required by law, *provided that* the Individu contractor will give UNDP sufficient prior notice of a request for the disclosu of Information in order to allow UNDP to have a reasonable opportunity t take protective measures or such other action as may be appropriate before ar such disclosure is made. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions regulations of the General Assembly or its other governing bodies, or rul promulgated by the Secretary-General. The Recipient shall not be preclude from disclosing Information that is obtained by the Recipient from a third part without restriction, is disclosed by the Discloser to a third party without an obligation of confidentiality, is previously known by the Recipient, or at any time developed by the Recipient completely independently of any disclosures hereunde These obligations and restrictions of confidentiality shall be effective during th term of the Contract, including any extension thereof, and, unless otherwis provided in the Contract, shall remain effective following any termination the Contract.

5. **TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATI INJURY OR ILLNESS:** If the Individual contractor is required by UNDP t travel beyond commuting distance from the Individual contractor's usual plac of residence, and upon prior written agreement, such travel shall be at th expense of UNDP. Such travel shall be at economy care when by air.

UNDP may require the Individual contractor to submit a Statement of Goo Health from a recognized physician prior to commencement of work in any office or premises of UNDP or before engaging in any travel required by UNDP o connected with the performance of the Contract. The Individual contractor shal provide such a Statement of Good Health as soon as practicable followin such request, and prior to engaging in any such travel, and th Individual contractor warrants the accuracy of any such Statement including, but not limited to, confirmation that the Individual contractor ha been fully informed regarding the requirements for inoculations for the countr or countries to which travel may be authorized.

In the event of the death, injury or illness of the Individual contractor which i attributable to the performance of services on behalf of UNDP under the terms o the Contract while the Individual contractor is traveling at UNDP expense or i 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 UNDI insurance policy, available upon request.

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). **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 donor 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 hereby 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 considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of 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 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 incident 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 arbitration 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

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ncluding its subsidiary organs, is exempt from all direct taxes, except charges for ›ublic utility services, and is exempt from customs restrictions, duties and :harges of a similar nature in respect of articles imported or exported for its ›fficial use. In the event any governmental authority refuses to ecognize the exemptions of the United Nations from such taxes, estrictions, duties or charges, the Individual contractor shall immediately :onsult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the ndividual contractor in respect of any amounts paid to the Individual contractor nder this Contract, and the Individual contractor acknowledges that UNDP will ıot 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 JNDP at any time during the term of the Contract and for a period of two (2) years ollowing the expiration or prior termination of the Contract. UNDP shall be entitled to ı refund from the Individual contractor for any amounts shown by such audits to have ›een 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 :onduct investigations relating to any aspect of the Contract or the award thereof, the ›bligations performed under the Contract, and the operations of the Individual :ontractor generally relating to performance of the Contract. The right of UNDP to :onduct an investigation and the Individual contractor's obligation to comply with such ın 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 nspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available its ›ersonnel and any relevant documentation for such purposes at reasonable times and on ›easonable conditions and to grant to UNDP access to the Individual contractor's ›remises at reasonable times and on reasonable conditions in connection with such ıccess to the Individual contractor's personnel and relevant documentation. The ndividual contractor shall require its agents, including, but not limited to, the Individual :ontractor's attorneys, accountants or other advisers, to reasonably cooperate with any nspections, post-payment audits or investigations carried out by UNDP hereunder.

17. **SETTLEMENT OF DISPUTES**:

AMICABLE SETTLEMENT: UNDP and the Individual contractor shall use their ›est 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 o seek such an amicable settlement through conciliation, the conciliation shall ake place in accordance with the Conciliation Rules then obtaining of the Jnited Nations Commission on International Trade Law ("UNCITRAL"), or ıccording to such other procedure as may be agreed between the parties in writing.

ARBITRATION: Any dispute, controversy or claim between the parties ırising out of the Contract, or the breach, termination, or invalidity thereof, ınless settled amicably, as provided above, shall be referred by either of the ›arties to arbitration in accordance with the UNCITRAL Arbitration Rules hen obtaining. The decisions of the arbitral tribunal shall be based on general ›rinciples of international commercial law. For all evidentiary questions, the ırbitral 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 ırbitral tribunal shall be empowered to order the return or destruction of goods or ıny property, whether tangible or intangible, or of any confidential information ›rovided under the Contract, order the termination of the Contract, or order hat any other protective measures be taken with respect to the goods, ervices or any other property, whether tangible or intangible, or of any :onfidential information provided under the Contract, as appropriate, all in ıccordance with the authority of the arbitral tribunal pursuant to Article 26 "Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") ›f the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no ıuthority to award punitive damages. In addition, unless otherwise expressly ›rovided in the Contract, the arbitral tribunal shall have no authority to award nterest in excess of the London Inter-Bank Offered Rate ("LIBOR") then ›revailing, and any such interest shall be simple interest only. The parties ;hall be bound by any arbitration award rendered as a result of such arbitration as he final adjudication of any such dispute, controversy or claim.

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

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