



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: 11 April 2019
	REFERENCE: HDR2019

Dear Sir / Madam:

We kindly request you to submit your proposal to design graphic elements for the HDR 2019, as described in the attached Description of Requirements (**Annex 1**) and Terms of Reference (**Annex 2**), and according to UNDP's General Conditions for Services (**Annex 4**).

When preparing your proposal, please be guided by the format presented in **Annex 3**.

Your offer comprising of technical proposal and financial proposal, in the electronic form of an email, should reach the following address no later than **3 May 2019, 11:59 PM** New York time.

Email: hdro.procurement@undp.org to the attention of HDRO Operations

In order to facilitate the submission of both Technical and Financial proposals, the submission duly stamped and signed can be done electronically in PDF format and send to hdro.procurement@undp.org. Technical and Financial Proposals should be sent in separate emails clearly stating in the subject "Technical proposal" or "Financial proposal".

Proposals are limited to a maximum of 5MB per email, with no more than 2 email transmissions. They are to be submitted in PDF format and free from any form of virus or corrupted contents, or the quotations shall be rejected. The requested sample portfolio (see Terms of Reference, Annex 2) is to be submitted as a single PDF file, either via email or via a file sharing service and web link. Proposals must be expressed in English and be valid for a minimum period of 60 days.

In the course of preparing your proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals received by UNDP after the deadline, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the proposal with the requirements of the RFP and all annexes.

The proposal that complies with all requirements, meets all evaluation criteria, and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the service provider does not accept the final price based on UNDP's re-computation and correction of errors, its proposal will be rejected.

No price variation due to escalation, inflation, and fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the proposal. At the time of award of contract or purchase order, UNDP reserves the right to vary (increase or decrease) the quantity of services by up to a maximum twenty five percent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any contract or purchase order issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The submission of a proposal implies that the service provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any proposal, award a contract or purchase order, or be responsible for any costs associated with a service provider's preparation and submission of a proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures at the following link: <http://www.undp.org/procurement/protest.shtml>


UNDP encourages every prospective service provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you or any of your affiliates or personnel, have been involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its service providers to adhere to the UN Supplier Code of Conduct found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

If you would need any clarification on the RFP requirements, you can contact Mr. Admir Jahic, HDR Production and Publishing Specialist at admir.jahic@undp.org (cc: Ms. Sarantuya Mend, Operations Manager at sarantuya.mend@undp.org)

We look forward to receiving your proposal.

Sincerely yours,

 **HenriBento**
TASIA

Pedro Conceicao
Director
Human Development Report Office
United Nations Development Programme

Enclosed: [Annex 1. Description of Requirements](#)
[Annex 2. Detailed TOR](#)
[Annex 3. Format for Submission of Proposal](#)
[Annex 4. General Terms and Conditions](#)

Description of Requirements

Context of the Requirement	Design of the Human Development Report 2019 Cover, Colour palette, and Collateral materials
Brief Description of the Required Services	See attached Terms of Reference (Annex 2)
List and description of expected outputs to be delivered	<ol style="list-style-type: none"> 1. Production of Colour palette 2. Design of HDR 2019 cover for print and digital 3. Development of animated version of the cover 4. Design of collateral and communication materials
Person to supervise the performance of the service provider	HDRO Production and Publishing Specialist and Communications Specialist
Location of work	<input checked="" type="checkbox"/> At Contractor's Location
Target start date	21 May 2019
Latest completion date	31 December 2019
Facilities to be provided by UNDP (i.e., must be excluded from price proposal)	<input checked="" type="checkbox"/> FTP or similar file transfer platform and access ID
Names and curriculum vitae of individuals to be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 60 days
Partial quotes	<input checked="" type="checkbox"/> Not permitted
Person to approve outputs and authorize the disbursement of payment	HDR Production Specialist and Communications Specialist
Type of contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Criteria for contract award	<p><input checked="" type="checkbox"/> Stage 1: Sample Evaluation. Only those Offerors who obtain minimum 70% of the obtainable score of 500 points for the sample will continue with the technical proposal evaluation; and</p> <p><input checked="" type="checkbox"/> Stage 2: Technical Evaluation. Only those Offerors who obtain minimum 70% of the total obtainable score for the sample and technical proposal will continue for financial evaluation; and</p> <p><input checked="" type="checkbox"/> Stage 3 Final Combined Scoring Method. Highest Combined Score (the 70%-30% distribution for sample+technical and financial proposals, respectively)</p>

Annex 1

Criteria for the assessment of proposal	<p><u>Samples (70%)</u></p> <ul style="list-style-type: none"> ☒ Covers (visual consistency, inovative elements, multi-platform compatibility, conveys message) (40%) ☒ Visual Design (Colors, layout, font and graphics) (40%) ☒ Color and color palette/options (modern color palette, in line with latest trends; colors compatible with print and web platforms) (20%) <p><u>Technical Proposal (70%)</u></p> <ul style="list-style-type: none"> ☒ Expertise of the firm (experience and portfolio) (45%) ☒ Proposed methodology for completion of services (15%) ☒ Management structure and qualification/experience of key personnel (40%) <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	☒ One and only one service provider
Other annexes to this RFP	<ul style="list-style-type: none"> ☒ Detailed TOR (Annex 2) ☒ Form for Submission of Proposal (Annex 3) ☒ General Terms and Conditions (Annex 4)
Contact person for Inquiries (written inquiries only) ¹	<p>Admir Jahic (admir.jahic@undp.org); cc: Sarantuya Mend (sarantuya.mend@undp.org)</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to</p>

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Terms of Reference

Background: Human Development Reports

The Human Development Report (HDR) is an annual publication prepared within the Human Development Report Office of UNDP. Each year, the Report focuses on a central theme, with a text of 100-120 pages illustrated by a range of graphic material (figures, maps, tables, boxes). Each Report includes a statistical annex of 60-80 pages. Since its first publication in 1990, the HDRs have become an invaluable resource in the area of international development debate. The Report is translated into more than a dozen languages and distributed globally. The target audiences of the Human Development Report include the following:

- Political leaders and policymakers in both developed and developing countries;
- Journalists, civil society activists and other opinion leaders;
- Academic experts, students and researchers

Project description

The Human Development Report Office (HDRO) of UNDP seeks a designer vendor to produce *colour palette, cover design and marketing materials* for the 2019 Human Development Report (HDR). The Contractor is expected to produce designs that are innovative, and multi-platform friendly (print, digital, online).

Scope of work

Under the supervision of the HDRO Production and Publishing Specialist and the Communications Specialist, the specific tasks of the Contractor will include the following:

1. Development of a trendy colour palette (for 4-colour print)
2. Design of the HDR 2019 cover (for print and digital)
3. Development of the animated version of the cover
4. Design of collateral materials

Expected outputs

1. *Production of colour palette*

- Review HDR 2016 template and create a colour palette for the HDR 2019, based on the template of the HDR 2016 (http://hdr.undp.org/sites/default/files/2016_human_development_report.pdf)
- The colour palette should be in line with 2019 colour trends, and compatible with different platforms (print, web and digital)

2. Design of HDR 2019 cover

- The front cover illustration reflects the Report's topic and conveys one of the main messages of the Report as outlined by the HDR team.
- The cover design needs to be fresh, innovative and multi-platform friendly (print, online and digital). The design shall take in consideration that the cover will be utilized for the printed version of the report, development of various outreach materials and development of an interactive/animated web version of the report.
- The Contractor is expected to produce 4 initial cover proposals.
- HDRO may request up to 3 rounds of revisions per each proposal shortlisted, with a further 3 rounds of revisions to finalize the selected proposal.
- Final files of the 4-page cover illustration are to be delivered as InDesign, vector .eps and .ai files.
- The Contractor will also produce a print-ready file of the cover illustration in large poster format.

3. Development of the animated version of the cover

- Replication of the report cover into an 5-10 second animation, bringing the cover design to life. The work will include animation and coding (JavaScript or HTML5), responsive coding, quality and compatibility assurance, exporting in GIF and AVI/MP4 formats. Example of the intro animation:
<http://report.hdr.undp.org/>

4. Design of collateral and communication materials.

Utilizing the design of the cover of the 2019 Human Development Report (HDR), develop a series of collateral materials to ensure visual coherence in all communication products related to the 2019 HDR.

In addition to the briefing materials and guidance's provided by HDRO Communications Specialist, the designer should consider the following guides:

- [UNDP style manual](#)
- [UNDP brand manual](#)

Product		Format	Language
Avatar/branding element		JPG	ENG, FR, SP
Press kit folder		InDesign, High res PDF	ENG, FR, SP
Online/web banner (ENG, FR, SP)	Pre-launch version	JPG, PNG, TIFF	ENG, FR, SP
	Post launch version	And source files (PSD or AI)	
Facebook profile banner	Pre-launch version	JPG, PNG, TIFF	ENG, FR, SP
	Post launch version	And source files (PSD or AI)	
Twitter profile banner	Pre-launch version	JPG, PNG, TIFF	ENG, FR, SP
	Post launch version	And source files (PSD or AI)	
Bottom banner/ branding element for social media images		JPG, PNG, TIFF And source files (PSD or AI)	ENG, FR, SP
PowerPoint presentation template		PowerPoint	ENG, FR, SP
Invitation template		InDesign	ENG
Poster		High res PDF and source file	ENG, FR, SP
Roll up		High res PDF and source file	ENG, FR, SP

Product	Format	Language
Back drop	High res PDF	ENG + other if relevant

The Contractor will provide all graphics in vector Adobe Illustrator format, accompanied by Adobe InDesign file where relevant.

Samples: The following samples are requested:

- 3 different color palette samples
- 3 Report cover design samples (2-color)
- 2 sets of design of collateral and communications material

The requested samples are to be submitted as a single PDF file.

Duration of the work and turnaround times

The bulk of the work is to be carried out between 15 June and 30 September 2019 (tentative schedule). The Contractor is however expected to remain available until 31 December 2019:

- **Colour palette** — 3 initial proposals and 3 revisions to the chosen proposal.
 - PDFs with examples to HDRO within 3 days from receipt of inputs from HDRO (In Design files of HDR 2016 will be provided to test the colour palette)
- **HDR 2019 Cover design** — First 2 draft concepts within 2 weeks from the receipt of inputs from HDRO.
- **HDR 2019 Cover animation**— Concept within 2 weeks from the completion of the print/digital version of the cover. The animation shall be developed in JavaScript or HTML5 with additional outputs in GIF and AVI/MP4. See example: <http://report.hdr.undp.org/>
- **Design of collateral and communication materials**
 - 2 proposal concepts within 2 weeks from receipt of inputs from HDRO and up to 3 revisions of the chosen designs

Qualifications and other requirements

- The Contractor must have extensive experience in graphics design for publications and communication materials
- The Contractor must understand the concept of human development and be knowledgeable about the content and graphic design of past Human Development Reports.
- The Contractor's must be able to work cooperatively with the HDR team under often intense time pressure, with professionalism, creative energy and good humor.
- The Contractor must be available to meet (virtually or in person) with the HDR team to discuss design concepts and revisions.

FORMAT FOR SUBMITTING PROPOSAL

(proposals must be submitted on official letterhead/stationery and signed²)

Date

To **Admir Jahic**

Dear Sir:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 31 May 2019 and all of its attachments, including the provisions of the UNDP General Contract Terms and Conditions.

TECHNICAL PROPOSAL

A. Qualifications of Service Provider

Describe and explain how and why you are the best entity to deliver the requirements of UNDP by indicating the following:

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Track Record – identifying similar work done for other clients*

B. Proposed Methodology for Completion of Services

Describe how you will address/deliver the demands of the RFP; providing a description of the essential performance characteristics and quality assurance mechanisms that will be put in place, demonstrating that the proposed methodology will be appropriate to the context of the work

C. Qualifications of Key Personnel

Provide names and qualifications/experience of the key personnel that will perform the services, indicating who is Team Leader, who are supporting, etc.;

[Name and Signature]

[Designation]

[Date]

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

FINANCIAL PROPOSAL

D. Cost Breakdown by Cost Component

Component	Unit	Price per unit
I. Colour palette	Palette (5 initial proposals, up to 3 rounds of revisions of the chosen proposal)	
II. Design of the HDR 2019 Cover		
First 2 draft concepts within 2 weeks from receipt of inputs from HDRO	4 initial cover proposals; up to 2 rounds of revisions per proposal shortlisted and further 3 rounds of revisions to finalize selected proposal	
Final files of the 4-page cover illustration to be delivered as InDesign, vector .eps and .ai files		
III. Development of the animated version of the cover		
Concept within 2 weeks of completion of the print/digital cover	1+1 proposal, up to 3 rounds of revisions of the chosen proposal	
<ul style="list-style-type: none"> JavaScript or HTML5 with outputs in form of GIF and AVI/MP4 		
IV. Design of collateral and communication materials		
1. Press folder	3 proposals, up to 4 rounds of revisions of the chosen proposal	
2. PowerPoint template – text in 3 languages	3 proposals, up to 4 rounds of revisions of the chosen proposal	
3. Following designs will be based on HDR 2019 cover (provided by HDRO) and involve sizing the artwork to printing specifications and adding text (provided by HDRO):		
<ul style="list-style-type: none"> Banners (email and online) – text in 3 languages 	2 proposals, up to 4 rounds of revisions (quote per banner)	
<ul style="list-style-type: none"> Branding for social media (to include in messages) – 3 languages 	2 proposals, up to 3 rounds of revisions of the chosen proposal	
<ul style="list-style-type: none"> Thumbnail – 3 languages 	2 proposals, up to 3 rounds of revisions of the chosen proposal	
<ul style="list-style-type: none"> Roll up – text in 3 languages 	2 proposals, up to 3 rounds of revisions of the chosen proposal	
<ul style="list-style-type: none"> Backdrop – text in 2 languages 	2 proposals, up to 3 rounds of revisions of the chosen proposal	
V. Other Related Costs		
1. Author's alterations, revisions beyond 3 rounds to any graph/chart/figure/data visualization	Per day	

E. Cost Breakdown per Deliverable:

Description	Price proposal
<i>Preparation of colour palette</i>	\$
<i>Design of the HDR 2019 Cover</i>	\$
<i>Design of collateral and communication materials</i>	\$
<i>Total Cost</i>	\$

[Name and Signature]

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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