



REQUEST FOR PROPOSAL (RFP)
IATI Data Use Fund – Theme 4: IATI User-Guidance Material

To: Interested Bidders	Date: 2 May 2019
	REFERENCE: RFP/BPPS/2019/1707 – IATI Data Use Fund – Theme 1: IATI User-Guidance Material

Dear Sir / Madam:

We kindly request you to submit your Proposal for **RFP/BPPS/2019/1707 – IATI Data Use Fund – Theme 4: IATI User-Guidance Material**. Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **Friday, May 17, 2019** and via email to the address below, indicating the below indicated references in the subject of the emails:

bpps.procurement@undp.org

Your Proposal must be expressed in the English language, and valid for a minimum period of 120 days.

Proposals sent to other UNDP e-mail addresses will not be accepted and the Purchaser will not be responsible for the confidentiality of such offer.

Proposers must take into account the following:

Proposers must indicate the below in the e-mail subject box while submitting the Technical proposal and other documents related to this bid:

Technical Proposal (items A, B and C of Annex 2). **RFP/BPPS/2019/1707 – IATI Data Use Fund – Theme 4: IATI User-Guidance Material**

Proposers must indicate the below in the e-mail subject box while submitting the Financial proposal:

Financial Proposal (items D and E of Annex 2). **RFP/BPPS/2019/1707 – IATI Data Use Fund – Theme 4: IATI User-Guidance Material**

(Both financial and technical proposals must be submitted as separate files and clearly marked as “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”). Upon finalizing the technical evaluation, only technically qualified bidders will be requested to provide the password of the financial proposal. The technically qualified proposers will have 24 hours to respond to UNDP’s request for the password.

Proposers may send as many e-mails as needed; however, the size of each e-mail should not exceed seven megabytes (7 MB). As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline. Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.

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 that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the 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, 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 and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of 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, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

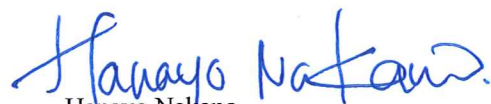
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures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

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, were 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 in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely,



Hanayo Nakano
Officer in Charge
Effectiveness Group
Bureau for Policy and Programme Support
2 May 2019

ANNEX 1

DESCRIPTION OF REQUIREMENTS

Context of the Requirement	UNDP/IATI is seeking to contract a service provider, who has the capacity to plan, present and implement an innovative and effective small-scale activity that addresses the key challenge: “There is limited capacity among data-users to use d-portal and/or interpret the search results correctly”.
Implementing Partner of UNDP	Direct Implementation
Brief Description of the Required Services	The service provider is expected to develop the concept and content for the video clips (in coordination with the UNDP IATI Coordinator), to organize the logistical issues, e.g. identify and provide the appropriate software and equipment needed for the production of the video clips, have the script translated in Spanish and French, and deliver the proposed activity (according to the methodology/concept provided with the initial proposal) and provide UNDP with the final video files.
List and Description of Expected Outputs to be Delivered	Please refer to the Terms of Reference (Annex 3)
Person to Supervise the Work/Performance of the Service Provider	IATI Secretariat Coordinator
Frequency of Reporting	The proposed contractor is expected to be in regular contact with the IATI secretariat coordinator to provide progress updates as well as discuss and agree on the approach to resolve unforeseen challenges that may arise.
Progress Reporting Requirements	The proposed contractor is expected to be in regular contact through email or conference calls with the IATI secretariat coordinator to provide progress updates as well as discuss and agree on the approach to resolve unforeseen challenges that may arise. Any issues that pose a risk to contract delivery must be submitted in writing.
Location of work	At Contractor’s Location
Expected duration of work	5 – 6 weeks
Target start date	1 June 2019
Latest completion date	15 July 2019
Travels Expected	This activity does not include any travel requirements.
Special Security Requirements	Not applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Not applicable. Contractor is expected to have access to communication equipment and facilities needed to deliver the assignment. All associated costs shall be reflected in the financial proposal.
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required and to be part of the technical proposal.
Names and curriculum vitae of individuals who will be involved in completing the services	Required
Currency of Proposal	United States Dollars

Value Added Tax on Price Proposal	Must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	Not permitted			
Payment Terms	Outputs	Percent	Timing	Condition for Payment Release
	Delivery of the work and outputs as defined in the Terms of Reference (Annex 3) and approval of the IATI Secretariat Coordinator	100%	On completion of assignment	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	IATI Secretariat Coordinator			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services <input checked="" type="checkbox"/> Purchase Order			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%) (Minimum pass score is 49 points out of 70 total obtainable)</u></p> <p>Proposals will be evaluated separately and based on the below criteria:</p> <p><u>Qualifications of Company (25 points):</u></p> <ul style="list-style-type: none"> • Minimum 3 years of demonstrated experience with video production and communication campaigns related to development, statistics and/or transparency/open data (mandatory requirement: 20 points); • Demonstrated experience building strong relationships with clients, focuses on impacts and results for clients (5 points). <p><u>Approach and proposed Methodology (25 points):</u></p> <ul style="list-style-type: none"> • Quality of the methodology (logic and suitability of approach, reflection of critical matters related to d-portal/IATI data) (15 points) • The methodology clearly outlines the target group and beneficiaries, including geographical specifications (10 points) 			

	<p><u>Qualifications of Key Personnel (20 points):</u> The Team Leader should have the following qualifications and experience:</p> <ul style="list-style-type: none"> • Expert knowledge related to film production and/or IT learning tools (10 points) • Proficiency in the usage of computers, office software packages and online research tools (5 points); • Excellent writing, editing and oral communication skills essential (5 points). <p>Language</p> <ul style="list-style-type: none"> • Excellent oral and written communication skills in English <p><i>Bidders may offer additional personnel (for research and support work, for example) in their proposal. While UNDP expects that the scope for the assignment can be delivered, bidders may offer more experts in their proposal. Those personnel need to meet the requirements for the assignment.</i></p> <p><u>Financial Proposal (30%)</u> (Only bidders which get minimum of 49 points on technical evaluation will be technically responsive and considered for financial evaluation)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP. FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u> (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g. 30%)</p> <p>Total Combined and Final Rating of the Proposal</p>
UNDP will award the contract to:	<p>One company or university.</p> <p>Any proposer can submit an offer, however a proposer cannot submit at the same time its own proposal and be a subcontractor with another proposer. This situation will raise a conflict of interest.</p> <p>However, two or more companies can form an association and submit ONE proposal. In this case the companies have to select a leading company amongst them and with whom will sign the contract with UNDP.</p>
Annexes to this RFP	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> Detailed TOR (Annex 3)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4)</p>
Contact Person for Inquiries (Written inquiries only)	<p><i>Focal Person in UNDP: Annelise Parr, IATI Coordinator</i> Email address: annelise.parr@undp.org copying bpps.procurement.team@undp.org</p> <p>Last day to submit questions to UNDP is 7 days before the submission date. UNDP will provide responses on a rolling basis for each.</p> <p>Any delay in UNDP's response shall not be 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 the Proposers.</p>

ANNEX 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹)

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 5/2/2019, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses Details – license number, Tax payment certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.;*
- d) *Track Record – list of at least three clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP in form of a brief methodology (max. 2 pages); providing a detailed description of the foreseen scope of work, including the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work that the bidder suggests.

The methodology shall clearly outline geographical specifications and the cost breakdown must reflect on all required travels associated with the proposal.

C. Qualifications of Key Personnel

- a) *Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc. (of applicable);*
- b) *CVs of all personnel demonstrating qualifications must be submitted; and*
- c) *Written confirmation from each personnel that they are available for the entire duration of the contract.*

¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

The Price Schedule Sheet document should be provided as a separate document from the technical offer and to be password protected.

D. **Price Schedule Sheet***

Price Schedule Sheet		
Outputs	Percentage	Price Per Output in USD
Full-fledged concept for the video clips (script, design, storyboard) for approval	100%	
Submission of draft video clips for comments and adoption of videos based on feedback received (2 rounds of comments)		
Submission of the 6 final video files (plus other files if applicable)		
Total Price in USD:		

E. **Cost Breakdown by Cost Component (please include estimate costs for all travel required for the delivery of the proposed activity)**

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement/ Unit price*	No. of Personnel	Total Rate in USD
1. Key Personnel				
1- Team Leader				
2. Other experts (indicate the cost for each personnel separately:				
# proposed				
II. Other Costs (As applicable)				
Others (kindly specify)				
Total Price in USD:				US\$

The proposed period is an estimation. Bidders at their discretion may suggest the different period as long as it will allow UNDP to meet its project timelines.

[Name and Signature of the Service Provider's Authorized Person]

[Designation]

[Date]

ANNEX 3

TERMS OF REFERENCE

Title: IATI Data Use Fund – Theme 4: IATI User-Guidance Material

Innovative small-scale activity that addresses the challenge:

“There is limited capacity among data-users to use d-portal and/or interpret the search results correctly”

Project/Institution Name: IATI Secretariat/UNDP

Region/Country: Global

Background:

The International Aid Transparency Initiative (IATI) is a voluntary, multi-stakeholder initiative that seeks to increase the transparency of development cooperation and increase its effectiveness in tackling poverty and achieving the Sustainable Development Goals (SDGs). IATI was launched at the Third High Level Forum on Aid Effectiveness in Accra in 2008 and was designed to support donors in meeting their Accra commitments on transparency and simultaneously serve the information needs of developing countries to enable the planning and management of national budgets based on more accurate and timely information on resource flows.

IATI brings together donor and recipient countries, civil society organizations, and other experts in aid information. At the centre of IATI is the IATI Standard, a format and framework for publishing data on aid and development cooperation activities.

The initiative is governed by a multi-stakeholder Governing Board (GB), which comprises representatives from all three IATI membership categories ((1) Partner countries, (2) CSOs and others, (3) providers of development cooperation) and the Members’ Assembly, formed of all members of IATI. The GB is supported administratively by a virtual Secretariat located in multiple locations. The UNDP-led Secretariat is run by a consortium that includes UNOPS and the UK based NGO Development Initiatives (DI). Full membership is open to organizations involved in development cooperation who commit to the aims and objectives of the initiative.

More than 900 organizations are already publishing IATI data on a regular level and the numbers are constantly increasing. One of IATI’s main priorities is to continually improve the quality of IATI data to respond to the needs of all stakeholders and facilitate access to executive tools. While IATI has been very successful in increasing the amount of data published since its launch, there is still need to increase and diversify the usage of the generated data as publishing is not an end goal but rather the foundation for well informed, coordinated and effective development cooperation.

A 2015 independent evaluation highlighted that strengthening the ‘demand side’, e.g. the use of IATI data, especially from partner countries should be a strategic priority for IATI programming. In more detail, the following key challenges have been identified in regard to IATI data usage:

- Partner countries are facing technical challenges or issues of other nature when seeking to integrate IATI data into national systems. As a consequence, beyond individual examples, IATI data is not yet routinely or systematically used in support of international development goals, and one of the main objectives is to increase the integration of IATI data in Aid Management Systems (AIMS) and other national systems and therewith increase the systematic usage in planning processes on all levels;
- Lack of basic awareness, training and guidance, particularly amongst non-technical audiences on the availability and usage of data;
- Data quality issues affect trust in IATI data and limit the usability of the data in some cases;

- Existing tools, including the [IATI website](#), [datastore](#) and [d-portal](#) may not be user-friendly enough to non-technical users and do not facilitate easy access to the data in common usable formats;
- Language barriers, especially in non-anglophone countries, connectivity and low levels of data literacy impact accessibility and use in different countries and regions.

In order to address the challenges outlined above and implement the recommendations from the independent evaluation, the IATI Board has adopted a [Data Use Strategy](#) that includes the establishment of the IATI Data Use Fund (DUF). The DUF is administered by UNDP on behalf of the IATI Data Use Working Group and aligns to the Data Use Strategy's monitoring and results framework. The five outcomes of the strategy are:

1. Raise awareness of IATI as a source of aid data and develop a common understanding of the priority needs of different user groups. (Theme 1: IATI Awareness Raising)
2. Improve data quality and usability in order to assure users of its reliability, including through the development of feedback mechanisms. (Theme 2: IATI Data Quality)
3. Improve existing tools and develop new, user-friendly tools that help multiple actors access and use IATI data. (Theme 3: User-friendly IATI tools)
4. **Improve guidance, training and support for specific user groups. (Theme 4: IATI User Guidance Material)**
5. Promote integration of IATI data into partner country aid systems and processes. (Theme 5: IATI-AIMS Integration)

This **request for proposals (RfP)** focuses on theme 4: improving user guidance for materials and their usability for different stakeholders. UNDP is inviting interested service providers to submit innovative proposals aimed at raising the awareness of IATI data among various stakeholder groups on country/regional level.

Scope of Work

UNDP/IATI is seeking to contract an implementing partner who has the capacity to independently plan, present and implement an innovative and effective small-scale activity that addresses one of the key challenges of the IATI user-guidance material theme: **“There is limited capacity among data-users to use d-portal and/or interpret the search results correctly.”**

This RfP tackles a critical matter for IATI: the website www.d-portal.org, the most commonly used web-interface when accessing IATI data for most users. D-portal was created to allow users to easily access and navigate through IATI data. Yet, some of the search results do not lead to the intended outcome or the user does not have the knowledge to interpret the search results correctly.

Improved guidance material on how to better search and interpret IATI data is not only a core objective of the IATI Data Use Strategy, but these needs were also reconfirmed as a main priority during the 2018 Members' Assembly and TAG meeting. D-portal is currently the most used IATI data use tool, it is considered especially useful to the less tech-savvy IATI users and provides plenty of different use options. Over time, small changes and additions have been made to d-portal, based on requests and needs of the IATI community, yet the core functionality remains the same.

In addition to the written guidance entailed in the Q&A section, IATI is seeking to provide illustrative guidance to d-portal users in form of two brief, explanatory video clips that illustrate how to use the core functionality of d-portal, what search results may look like and how to interpret them. The video clips shall benefit users that are less familiar with the nature and structure of IATI data, data interpretation and other interactive visualization platforms.

The purpose of this RfP is therefore to encourage service providers to propose concepts and ideas for the production of two brief support videos that will be featured on the d-portal website (www.d-portal.org) and provide step-by-step guidance on:

- a) how to conduct d-portal searches; and
- b) how search results can be interpreted, and how to navigate issues such as lack of or incomplete search results and double-counting.

The contractor/service provider is expected to:

- Cooperate closely with IATI communications and technical experts to assure the videos meet the requirements and expectations;
- Develop the scripts and storyboards in line with IATI's branding and key-messages (and the originally submitted proposal) that clearly outline what would be covered in each video;
- Submit two design proposals to UNDP/IATI;
- Submit the first and (after received and incorporated feedback) the second version of the clips/storyboards to UNDP for review (2 rounds of revision to be covered under the agreement);
- Prepare and submit the two final video clips (2D, animated or based on screenshots, English-language with subtitles (English, French, Spanish) based on the pre-approved design, manuscript and storyboard;
- Prepare the English videos with subtitles in French and Spanish;
- Submit original visual elements and original artwork, such as vectors, graphic and audio files, and video project files (e.g. prproj file).

Expected Outputs

- Two brief video clips (animated or based on screenshots in 2D, max 120 seconds length each) that ease the use of d-portal for users and will be featured on the website to complement the written guidance material (Q&A).
- Video a) focuses on how to use the d-portal, e.g. provides simple illustrations of how to use the portal's features; video b) focuses on how search results or the lack thereof can be interpreted.

Deliverables

Under the overall guidance of the IATI Secretariat Coordinator, the implementing partner is expected to deliver the following:

1. A proposal of content and envisaged flow for each video that is submitted as part of the RfP submission, examples of previously produced content and a draft timeline of tasks involved in delivering the work;
2. Two design options for the videos for UNDP/IATI to choose from;
3. A draft storyboard and script for the two videos that will be adopted based on comments from UNDP (2-rounds of revisions);
4. Translation of the script in French and Spanish
5. The two final video files (high res, 2D) with a voice over of the script and subtitled versions (6 video files in total)

Actions / Deliverables	Indicative Date
1. Two design options for the two video clips, plus draft manuscripts and storyboards for approval	2 weeks after contract starting date
2. Two video clips for two-rounds of comments/edits	3 weeks after approval
3. Final video clips in English (including French and Spanish subtitle versions)	2 weeks after second round of comments

Institutional Arrangements

- The service provider will be working under the guidance of the IATI Data Use Task Force, with the UNDP IATI Coordinator as focal point for all matters;
- The service provider will be responsible for providing her/his own laptop and software and other equipment to be used;
- Payments will be made upon submission of the deliverables and a detailed time sheet and certificate of payment form, and approval and confirmation by UNDP.

Competencies**Functional Competencies of the Lead Expert**

- Expert knowledge related to film production and/or IT learning tools;
- Proficiency in the usage of computers, office software packages and online research tools;
- Excellent writing, editing and oral communication skills essential.

Corporate Competencies

- Demonstrates integrity by modelling the UN's values and ethical standards;
- Promotes the vision, mission, and strategic goals of UNDP, IATI and partner organizations;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;

Required qualifications and experience of lead technical expert**Education**

- Bachelor's degree or higher in ICT, International Development, Journalism, Law, Political Science, Humanitarian Assistance or related field or alternative education path with relevant work experience.

Experience

- Proven experience in developing tutorial video clips and/or other ICT learning material;
- Experience in relation to open data and aid/development would be an advantage.

Language

- Excellent oral and written communication skills in English.



*Empowered lives.
Resilient nations.*

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS (FOR CONTRACTS LESS THAN US\$ 50,000)

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.2 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

3.4 The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor’s provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

8. RESPONSIBILITY FOR EMPLOYEES:

8.1 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.

8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

9. 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.

10. SUBCONTRACTING: 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.

11. 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 worker'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.

12. INSURANCE AND LIABILITY:

12.1 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.

12.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.

12.3 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.

12.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

12.4.1 Name UNDP as additional insured;

12.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

12.4.3 Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

12.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

13. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may 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 Contractor or UNDP.

14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the 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 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

15.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

15.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

15.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

15.4 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 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.

16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The 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 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

17.1 The Recipient shall:

17.1.1 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*,

17.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

17.2 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 17, the Recipient may disclose Information to:

17.2.1 any other party with the Discloser’s prior written consent; *and*,

17.2.2 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:

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

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

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

17.3 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 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.

17.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

17.5 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.

17.6 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.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition 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 condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

18.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, 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 Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

19. TERMINATION:

19.1 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 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

19.4 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, 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 UNDP of the occurrence of any of the above events.

19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

20. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

21. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:

22.1 AMICABLE SETTLEMENT: The Parties 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.

22.2 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 22.1, 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. 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”) and Article 34 (“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.

23. 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.

24. TAX EXEMPTION:

24.1 Article II, 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 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 UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

25. MODIFICATIONS: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26. AUDITS AND INVESTIGATIONS:

26.1 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 three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the 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.

26.2 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 Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

26.3 The 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 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 Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

26.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

27. LIMITATION ON ACTIONS:

27.1 Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

27.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

28. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

29. SOURCE OF INSTRUCTIONS: The 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 concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

30. STANDARDS OF CONDUCT: The 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 Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth 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" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

30.1 The UN Supplier Code of Conduct;

30.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

30.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

30.4 UNDP Vendor Sanctions Policy; and

30.5 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such

acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

31. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

32. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

33. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

34. SEXUAL EXPLOITATION:

34.1 In the performance of the Contract, the 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 Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

34.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

34.3 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.

35. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.