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INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

National Consultant: To Support capacity strengthening of the Ministry of Foreign Affairs and International Cooperation and other national institutions for strategic engagement on the recommendations of the UPR and other human rights mechanism to achieve the SDGs.

(IC – National).

Date: September 9, 2021

Procurement Notice No.: SLE/ICPN/2021/016

Country: Sierra Leone

Description of the assignment: National Consultant, Consultancy to Support capacity strengthening of the Ministry of Foreign Affairs and International Cooperation and other national institutions for strategic engagement on the recommendations of the UPR and other human rights mechanism to achieve the SDGs.

Project Name: Rule of Law

Period of Assignment: Forty-Five Days (45 days)

Proposal should be submitted at the following address, UNDP, Fourah Close, Off Main Motor Road, Wilberforce, Freetown, Sierra Leone or by email to procure.sle@undp.org no later than **17:00 hours, on Thursday September 16, 2021.**

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. UNDP Sierra Leone will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants

1. BACKGROUND AND OBJECTIVES

Sierra Leone is a party to six of the nine core international human rights treaties and key regional human rights treaties. The country has made significant progress in domesticating international human rights treaties and developing the policy environment for the protection of fundamental human rights. In 2011 and 2016, the government voluntarily submitted itself to the Universal Periodic Review (UPR) mechanism and recently, in May 2021, Sierra Leone's human rights record was reviewed for the third time by the United Nations Human Rights Council in Geneva. Periodically, the Government of Sierra Leone (GoSL) is required to fulfill its reporting obligation deriving from international human rights treaties and the UPR recommendations on the implementation of its human rights obligations.

During the third cycle review on 12 May 2021 at the 38th Session of the UPR Working Group, the country received a total of 274 recommendations, indicating 32% increase from 208 recommendations in the previous review session. Additionally, the Sierra Leone made three pledges of which one, related to the enactment of legislation to abolish the death penalty, has been fulfilled when Parliament unanimously voted to expunge the death penalty on 23 July 2021. The third cycle review and the subsequent acceptance of the recommendations by the GoSL will provide an opportunity for renewed engagement of national stakeholders to collectively position the country towards implementations and in the process contribute to the achievement of the SDGs. The effectiveness of such engagements and interaction in pursuit of a common goal requires national and international cooperation. Whilst national structures for monitoring and reporting on international treaty obligations and SDGs exist, such structures require effective coordination and coherence.

The Ministry of Foreign Affairs and International Cooperation (MoFAIC) performs the pivotal role of functioning as the secretariat of the National Reporting Mechanism (NRM). Within this framework, the MoFAIC will coordinate and facilitate engagement with various Ministries, Departments and Agencies (MDAs) constituting the Inter-Ministerial Committee (IMC) to ensure effective and regular reporting in compliance with the country's international reporting obligations including those deriving from human rights treaties and the UPR. In 2018 and 2019, the Office of the High Commissioner for Human Rights (OHCHR) supported capacity trainings on the four capacities of a successful National Mechanism for Reporting and Follow-up (NMRF) and the preparation for the rollout of the National Recommendations Tracking Database (NRTD).

However, the lack of a strong mandate for the NMRF has slowed down the roll out of the tracking system, which requires clear roles, and protocols and the practice of identifying human rights focal points in the different line-ministries have compromised the effectiveness of using the system for national follow-up and reporting. The project will therefore build on efforts undertaken last year with the recruitment of a consultant for a period of four months to assist the GoSL prepare for its third cycle UPR review and the development of the NRM.

Accordingly, UNDP in collaboration with OHCHR seek to recruit and utilise the services of an experienced National Consultant who would work together with MoFAIC to support implementation of the project; 'Strengthening Capacity of National Institutions for Strategic engagement on the UPR to achieve the SDGs. The project seeks to strengthen system coherence and integration by ensuring improved NMRF system for coordination of UPR-SDG national tracking and reporting at country level.

The national consultant will support the efforts of the Ministry of Foreign Affairs and International Cooperation and other national institutions towards ensuring strategic stakeholders' engagement on the implementation of recommendations of the UPR and other human rights mechanism to achieve the SDGs. His/her specific tasks are discussed below.

2. SCOPE OF WORK

The overall objective of the proposed initiative is to strengthen capacity of national institutions and systems for strategic engagement on the recommendations of the UPR and other human rights mechanism in order to contribute to the achievement of the SDGs. In order to achieve this strategic objective, the consultant will carry out the following activities within the period of September to November 2021.

1. Develop a national implementation plan with a focus on the UPR as an entry point and in coordination with relevant UN Agencies.
2. Facilitate a one-day validation workshop on the national implementation plan.
3. Facilitate a consultative forum to analyse UPR and other treaty body recommendation and their link with the Country SDG agenda, Mid-Term National Development Plan and the Road Map out of Fragility in coordination with MoFAIC, Ministry of Planning and Economic Development (MOPED). Frame the result of the workshop in a comprehensive document.
4. Conduct training for forty (40) focal persons on the key element how to develop a strong recommendation implementation plan

Expected Outputs and Deliverables

Under the supervision of the UNDP Rule of Law Programme Specialist, and in coordination with the RCO and OHCHR, Senior Rule of Law & Human Rights Officer, the MoFAIC, Ministry of Planning and Economic Development, Ministry of Justice, Human Rights Commission, relevant UN Agencies and partners, the Consultant will accomplish the following deliverables in accordance with the stipulated timelines covering a total period of Forty Five days

S/N	Deliverable	Timelines	Payment (US\$)
1	An inception report developed detailing a well-thought-out methodology, strategies, key stakeholders mapping and work plan of the assignment.	5 Days	20%
2	<ul style="list-style-type: none"> ▪ Develop a national implementation plan with a focus on the UPR as an entry point and in coordination with relevant UN Agencies and facilitate a one-day validation workshop. ▪ Capacity training for forty (40) focal persons of the IMC on the on the key element how to develop a strong recommendation implementation plan 	20 Days	40%
3	Facilitate a consultative forum to analyse UPR and other treaty body recommendation and their link with the Country SDG agenda, Mid-Term National Development Plan and the Road Map out of Fragility and frame the result of the workshop in a comprehensive document.	20 Days	40%
6	A comprehensive end of consultancy report prepared and submitted.		
Total		45 Working Days	100%

3. DURATION OF THE WORK

The duration of the assignment is September – November 2021 for a maximum of 45 days.

4. DUTY STATION

The consultant may choose to work from his/her own office facility directly with frequent visits to the districts with regular communication with the relevant UNDP staff.

5. Competencies

Corporate Competencies <ul style="list-style-type: none">▪ Displays cultural, gender, religion, race, nationality, and age sensitivity and adaptability;▪ Demonstrates diplomacy and tact in dealing with sensitive and complex situations;▪ Strong communication, team building, interpersonal, analysis, and planning skills.	
Professionalism <ul style="list-style-type: none">▪ Effective communication▪ Problem Solving skills▪ Demonstrated ability to negotiate and apply good judgment;▪ Shows pride in work and in achievements;▪ Is conscientious and efficient in meeting commitments, observing deadlines and achieving results.	
Planning & Organizing <ul style="list-style-type: none">▪ Organizes and accurately completes multiple tasks by establishing priorities while taking into consideration special assignments, frequent interruptions, deadlines, available resources and multiple reporting relationships;▪ Plans, coordinates and organizes workload while remaining aware of changing priorities and competing deadlines;▪ Establishes, builds and maintains effective working relationships with staff, partners and beneficiaries to achieve the planned results.	
Required Qualification and Experience	
Education:	<ul style="list-style-type: none">▪ Advanced university degree in International Human Rights, Law, International Relations, Development Studies or Political Science.
Experience:	<ul style="list-style-type: none">▪ Minimum seven (5) years of relevant experience in supporting technical capacity building activities for States for rule of law and human rights institutions or criminal justice system,

	<ul style="list-style-type: none"> ▪ Experienced in engaging stakeholders on the UPR processes and other human rights mechanisms ▪ Knowledgeable on national framework for reporting to human rights mechanism. ▪ Understanding of the SDG framework and the synergies between the human rights agenda and the 2030 agenda. ▪ Experience in developing training methodologies and facilitation of large and small group ▪ Demonstrate experience in working with a variety of stakeholders; ▪ Gender understanding, ▪ Excellent writing and oral communications skills; ▪ Strong analytical skills, and experience of presenting complex technical information in an easily comprehensible way.
Language Requirements:	<ul style="list-style-type: none"> ▪ Ability to communicate clearly in written and spoken English.

6. SUBMISSION OF APPLICATION

Qualified applicants are required to submit both technical and financial proposals through the link provided.

Technical proposal comprising of the following:

- Personal CV or P11, indicating all past experience from similar consultancy, as well as the contact details (email and telephone number) of the candidate and three (3) professional references;
- Brief description (max. 1 page) of why you consider yourself as the most suitable for the assignment, and a methodology (max. 1 page) for how you will approach and complete the assignment;
- Proposal containing a summary description of proposed strategy and how the strategy will ensure the achievement of the required tasks, proposed methodology, draft agenda for workshop on developing capacity building plan and draft agenda for validation workshop (max 2-3 pages).

Financial proposal: Financial proposals are expected to be realistic indicating the all-inclusive, fixed total contract price, supported by a breakdown of costs.

For any further clarification, you may contact the Head of Procurement.

7. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

APPLICATION PROCESS¹

Qualified and interested candidates are hereby requested to apply. The application should contain the following:

- Cover letter
- Personal CV, indicating education background/professional qualifications, all experience from similar projects, as well as the contact details (email and telephone number) of the Candidate and at least three (3) professional references; ([P11 form²](#));

Financial proposal that indicates all-inclusive fixed total contract price supported by a breakdown of costs (including professional fee and specified other costs if applicable including travel costs and DSA).

All application materials should be submitted to the address Fourah Bay Close, Off Main Motor Road, Wilberforce, Freetown in a sealed envelope indicating the following reference **"To Support capacity strengthening of the Ministry of Foreign Affairs and International Cooperation and other national institutions for strategic engagement on the recommendations of the UPR and other human rights mechanism to achieve the SDGs : 4904** or by email at the following address ONLY: procure.sle@undp.org by the dead line as advertised. Incomplete applications will be excluded from further consideration.

Note:

- The information in the breakdown of the offered lump sum amount provided by the offer or will be used as the basis for determining best value for money, and as reference for any amendments of the contract.
- The agreed contract amount will remain fixed regardless of any factors causing an increase in the cost of any of the components in the breakdown that are not directly attributable to UNDP.
- Approved local travel related to this assignment will be arranged and paid by UNDP Sierra Leone.

Please note that applications will only be considered if they include ALL of the items listed above. Also note that UNDP job portal website only allows for one document to be uploaded, so please combine all of the above-mentioned items into one single Word or PDF document before uploading

8. EVALUATION CRITERIA

Cumulative Assessment

Offers received will be evaluated using a combined scoring method, where the qualifications and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%.

¹ Engagement of the consultants should be done in line with guidelines for hiring consultants in the POPP: <https://info.undp.org/global/popp/Pages/default.aspx>

² http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc

Criteria to be used for rating the qualifications and methodology

Technical evaluation criteria (total 70 points)

- Relevant educational background in Human Rights, Law, Political Science and International Relations [10 marks].
- Detailed and clearly articulated methodology how the deliverable will be achieved. [20 marks].
- Demonstrated relevant experience in supporting national planning and reporting efforts on the UPR and other national reporting obligations [20 marks].
- Demonstrated experience in support capacity building programmes for human rights and rule of law institutions including facilitating trainings and national forums [20 marks].

Only candidates obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation.

Financial evaluation (total 30 points)

All technically qualified proposals will be rated out of 30 points. The maximum points (30) will be assigned to the lowest financial proposal.

UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence.



Yonah Samo

Procurement Specialist

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITION

UNITED NATIONS DEVELOPMENT PROGRAMME

TERMS OF REFERENCE



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1. Basic Information

Title	Consultancy to Support capacity strengthening of the Ministry of Foreign Affairs and International Cooperation and other national institutions for strategic engagement on the recommendations of the UPR and other human rights mechanism to achieve the SDGs.
Department/Unit	Inclusive Democratic Governance Cluster
Supervisor	PDA and Rule of Law Programme Specialist
Duration	Forty Five Days
Type of Contract	National Consultant or a specialised civil society organisation
Location	Freetown with travel to the regions
Application deadline	

1.

2. Background

Sierra Leone is a party to six of the nine core international human rights treaties and key regional human rights treaties. The country has made significant progress in domesticating international human rights treaties and developing the policy environment for the protection of fundamental human rights. In 2011 and 2016, the government voluntarily submitted itself to the Universal Periodic Review (UPR) mechanism and recently, in May 2021, Sierra Leone's human rights record was reviewed for the third time by the United Nations Human Rights Council in Geneva. Periodically, the Government of Sierra Leone (GoSL) is required to fulfill its reporting obligation deriving from international human rights treaties and the UPR recommendations on the implementation of its human rights obligations.

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as the secretariat of the National Reporting Mechanism (NRM). Within this framework, the MoFAIC will coordinate and facilitate engagement with various Ministries, Departments and Agencies (MDAs) constituting the Inter-Ministerial Committee (IMC) to ensure effective and regular reporting in compliance with the country's international reporting obligations including those deriving from human rights treaties and the UPR. In 2018 and 2019, the Office of the High Commissioner for Human Rights (OHCHR) supported capacity trainings on the four capacities of a successful National Mechanism for Reporting and Follow-up (NMRF) and the preparation for the rollout of the National Recommendations Tracking Database (NRTD).

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3. 3. Purpose of the Consultancy

The national consultant will support the efforts of the Ministry of Foreign Affairs and International Cooperation and other national institutions towards ensuring strategic stakeholders' engagement on the implementation of recommendations of the UPR and other human rights mechanism to achieve the SDGs. His/her specific tasks are discussed below.

4. Scope of Work

The overall objective of the proposed initiative is to strengthen capacity of national institutions and systems for strategic engagement on the recommendations of the UPR and other human rights mechanism in order to contribute to the achievement of the SDGs. In order to achieve this strategic objective, the consultant will carry out the following activities within the period of September to November 2021.

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4. Conduct training for forty (40) focal persons on the key element how to develop a strong recommendation implementation plan

5. Deliverables and Timelines

Under the supervision of the UNDP Rule of Law Programme Specialist, and in coordination with the RCO and OHCHR, Senior Rule of Law & Human Rights Officer, the MoFAIC, Ministry of Planning and Economic Development, Ministry of Justice, Human Rights Commission, relevant UN Agencies and partners, the Consultant will accomplish the following deliverables in accordance with the stipulated timelines covering a total period of three months.

S/N	Deliverable	Timelines	Payment (US\$)
1	An inception report developed detailing a well-thought-out methodology, strategies, key stakeholders mapping and work plan of the assignment.	5 Days	22%
2	<ul style="list-style-type: none"> Develop a national implementation plan with a focus on the UPR as an entry point and in coordination with relevant UN Agencies and facilitate a one-day validation workshop. Capacity training for forty (40) focal persons of the IMC on the on the key element how to develop a strong recommendation implementation plan 	20 Days	39%
3	Facilitate a consultative forum to analyse UPR and other treaty body recommendation and their link with the Country SDG agenda, Mid-Term National Development Plan and the Road Map out of Fragility and frame the result of the workshop in a comprehensive document.	20 Days	39%
6	A comprehensive end of consultancy report prepared and submitted.		
Total		45 Working Days	100%

4. 6. Competencies

Corporate Competencies

- Displays cultural, gender, religion, race, nationality, and age sensitivity and adaptability;
- Demonstrates diplomacy and tact in dealing with sensitive and complex situations;
- Strong communication, team building, interpersonal, analysis, and planning skills.

Professionalism

- Effective communication
- Problem Solving skills
- Demonstrated ability to negotiate and apply good judgment;
- Shows pride in work and in achievements;
- Is conscientious and efficient in meeting commitments, observing deadlines and achieving results.

Planning & Organizing

- Organizes and accurately completes multiple tasks by establishing priorities while taking into consideration special assignments, frequent interruptions, deadlines, available resources and multiple reporting relationships;
- Plans, coordinates and organizes workload while remaining aware of changing priorities and competing deadlines;
- Establishes, builds and maintains effective working relationships with staff, partners and beneficiaries to achieve the planned results.

5. 7. Required Qualification and Experience	
Education:	<ul style="list-style-type: none"> Advanced university degree in International Human Rights, Law, International Relations, Development Studies or Political Science.
Experience:	<ul style="list-style-type: none"> Minimum seven (5) years of relevant experience in supporting technical capacity building activities for States for rule of law and human rights institutions or criminal justice system, Experienced in engaging stakeholders on the UPR processes and other human rights mechanisms Knowledgeable on national framework for reporting to human rights mechanism. Understanding of the SDG framework and the synergies between the human rights agenda and the 2030 agenda. Experience in developing training methodologies and facilitation of large and small group Demonstrate experience in working with a variety of stakeholders; Gender understanding, Excellent writing and oral communications skills; Strong analytical skills, and experience of presenting complex technical information in an easily comprehensible way.
Language Requirements:	<ul style="list-style-type: none"> Ability to communicate clearly in written and spoken English.
6. 8. Submission of Application	
<p>Qualified applicants are required to submit both technical and financial proposals through the link provided.</p> <p>Technical proposal comprising of the following:</p> <ul style="list-style-type: none"> Personal CV or P11, indicating all past experience from similar consultancy, as well as the contact details (email and telephone number) of the candidate and three (3) professional references; Brief description (max. 1 page) of why you consider yourself as the most suitable for the assignment, and a methodology (max. 1 page) for how you will approach and complete the assignment; Proposal containing a summary description of proposed strategy and how the strategy will ensure the achievement of the required tasks, proposed methodology, draft agenda for workshop on developing capacity building plan and draft agenda for validation workshop (max 2-3 pages). <p>Financial proposal: Financial proposals are expected to be realistic indicating the all-inclusive, fixed total contract price, supported by a breakdown of costs.</p> <p>For any further clarification, you may contact the Head Procurement.</p>	
9. Evaluation Criteria	

Offers received will be evaluated using a combined scoring method, where the qualifications and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%.

Criteria to be used for rating the qualifications and methodology

Technical evaluation criteria (total 70 points)

- Relevant educational background in Human Rights, Law, Political Science and International Relations [10 marks].
- Detailed and clearly articulated methodology how the deliverable will be achieved. [20 marks].
- Demonstrated relevant experience in supporting national planning and reporting efforts on the UPR and other national reporting obligations [20 marks].
- Demonstrated experience in support capacity building programmes for human rights and rule of law institutions including facilitating trainings and national forums [20 marks].

Only candidates obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation.

Financial evaluation (total 30 points)

All technically qualified proposals will be rated out of 30 points. The maximum points (30) will be assigned to the lowest financial proposal.

UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence.



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GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

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

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of

any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

13.2.1 Any other party with the Discloser's prior written consent; and,

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

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

13.2.2.2 Any entity over which the Party exercises effective managerial control; or,

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its

obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be

appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

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

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

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

15.0 TERMINATION

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

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

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

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

forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the

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

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

23.0 AUTHORITY TO MODIFY:

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