



## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: 8 April 2014

---

**Country:** UNDP Asia-Pacific Regional Centre

**Description of the assignment:** Protected Area Planning Management Specialist

**Duty Station:** Home-based with travel to Indonesia

**Project name:** Transforming Effectiveness of Biodiversity Conservation in Priority Sumatran Landscapes

**Period of assignment/services (if applicable):** May 2014 - January 2015

Proposal should be submitted by email to [rcb.procurement.th@undp.org](mailto:rcb.procurement.th@undp.org) no later than **22 April 2014**

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. UNDP Asia-Pacific Regional Centre 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

The Indonesian island of Sumatra is one of the most biodiversity rich islands in the world, as measured either by species richness or endemism. It is also home to several iconic and highly threatened species such as the Asian elephant, tiger, Sumatran orangutan and Sumatran rhino, and in many cases represents the last remaining strongholds for these species. In order to conserve Sumatra's globally significant biodiversity, the government of Indonesia, since 1982, has established a network of 40 terrestrial Protected Areas (PAs) on the island. Despite the government's efforts, the remaining natural habitats and rich biodiversity continue to be severely depleted. These threats are ubiquitous across Indonesia and, for Sumatra, exemplified by those facing the tiger and its prey:

- i) Forest habitat conversion and degradation - over the past two decades, Sumatra has been losing just over 2% of its entire forest estate each year. Thus, forest cover on the island has shrunk from 25.3m hectares (in 1985) to 12.8m hectares (in 2009). This loss, largely driven by increased land demands for oil palm and pulp for paper, is disproportionate and has primarily occurred in the more accessible lower elevation forests, which are the most biodiversity-rich and best

quality tiger habitats. In addition, forest fires, largely recorded from Riau, Jambi and South Sumatra, are used to clear land for agricultural plantations, typically on peat swamp that can burn for days and release huge amounts of carbon into the atmosphere posing risks to both wildlife and human health.

- ii) Illegal exploitation of wildlife and retaliatory killings of tigers: Tigers are directly poached for their body parts to supply illegal domestic and international markets. Given the illicit nature of tiger trafficking, all estimates are conservative, but at least 50 tigers have been poached on average each year from 1998-2002 (approximately 80% for trade and 14% in retaliation for a human-tiger conflict incident. For an island-wide population that is estimated at 500-700 adult individuals this is significant.

The government of Indonesia has clearly identified biodiversity conservation as a priority and is making significant efforts to create the conditions for sustainable PA management as a key strategy to conserve biodiversity. The Ministry of Forestry requested the Global Environment Facility (GEF) support to carry out a full-sized project entitled, “Transforming effectiveness of biodiversity conservation in priority Sumatran landscapes”. The project aims to address the institutional issues facing biodiversity management in Indonesia by focusing on Sumatra, and in particular on five national parks (Kerinci Seblat, Bukit Barisan Selatan, Leuser and Berbak-Sembilang) and their surrounding landscapes (covering 5.49 million ha) and the Kampar-Kerumutan landscape (0.98 million ha) that contains Sumatra’s last significant tract of peat swamp forest. The project will be implemented by the Department for Forest Protection and Nature Conservation of the Indonesian Ministry of Forestry, Sumatran Tiger Conservation Forum (known as HarimauKita), Wildlife Conservation Society (WCS), Fauna & Flora International (FFI) and Zoological Society of London (ZSL).

The Project Preparation Grant (PPG) has been obtained to conduct the necessary assessments and stakeholder consultations for developing a full project plan. A key objective of the PPG will be to establish the baseline context, to clarify the GEF increment and to plan activities with all stakeholders, and to develop project strategy, approach and results, and a strategic results framework. In order to assess the baseline situation and develop a project plan for the Sumatra-wide project, the service of an international Biodiversity and Strategic Planning Specialist is required.

## **2. OBJECTIVE, SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK**

Under the guidance of the UNDP Regional Technical Adviser and working closely with the Biodiversity and Strategic Planning Specialist, the Specialist will develop the Project Document for the full size project entitled “Transforming Effectiveness of Biodiversity Conservation in Priority Sumatran Landscapes” in collaboration with Ministry of Forestry and the project partners. The consultant will also assist with supporting the review process for the Project Document and responding to comments (e.g. from the GEF STAP).

The Specialist will act as the lead consultant to ensure generation of necessary information for project formulation under the guidance of the UNDP Regional Technical Adviser. In general, the Specialist will:

1. Liaise closely with the Ministry of Forestry and subsidiary provincial and national park agencies as well as relevant agencies working outside of PAs, the project partners (*HarimauKita*, FFI, WCS

- and ZSL), civil society organisations, private sector and communities working in the target areas, ensuring their participation and inputs into the PPG process;
2. Coordinate generation of necessary data and information for project development, providing technical expertise for information analysis, planning and development of the Project Document and CEO Endorsement Document;
  3. Organise meetings and consultation sessions, and provide necessary data, information and analyses for all PPG activities;
  4. Compile the GEF BD-1 Tracking Tool consisting of the Management Effectiveness Tracking Tool (METT) and the Financial Sustainability Scorecard
  5. Ensure the soundness and appropriateness of the project plan based on the reality and issues on the ground; and,
  6. Ensure appropriate stakeholder consultation, including private sector and communities, in the target landscapes to ensure meaningful participation in subsequent project implementation.

In particular, the Specialist will work with the project partners to complete the following tasks.

**1. Sumatra and PA landscape profile compilation for the target sites through desk-top studies as well as field-based research and stakeholder consultations, to cover critical information gaps,** including an analysis of: (i) threats to biodiversity in the priority landscapes, their root causes, and law enforcement strategies to mitigate them; (ii) policy, regulatory, socio-economic, institutional, technical and knowledge barriers to the establishment of the ecological linkages and effective management of the landscapes; (iii) the developmental context (key business sectors, socio-economic development, political environment) and its current and future impacts on biodiversity conservation in the landscapes; (iv) the government and partners' baseline activities projected budgets, existing inter-sectoral coordination mechanisms including agreements between relevant agencies, as well as complementary activities by various partner organisations; (v) the spatial distribution and different land use status of forests and other natural habitats; (vi) the spatial extent and development of satellite images and maps of the proposed priority landscapes; (vii) conservation and economic development plans, projects, programmes and initiatives affecting or impacting on the proposed project activities; and, (viii) conduct a review and ensure establishment of baseline information including budgetary information for each of the priority landscapes, including community carbon pool/village forest schemes, REDD + pilots, conservation of wildlife habitats in production areas, management of wildlife conflicts, logging concessions/spatial planning evaluations.

**2. Institutional review of Sumatra PA system and target PAs** including; (i) review of each of the five focal national parks' management structure including reporting, decision making functions and financial flows, as well as an analysis of existing institutional frameworks against conservation and sustainable development objectives; (ii) identification of gaps and recommendation of measures for strengthening and rationalising institutional arrangements and elaborate on new institutional models for demonstration at the target PAs; (iii) review of the Resort Based Management (RBM) initiative and implementation status, and make recommendations for the project support for accelerating the speed and effectiveness of RBM site level implementation; (iv) review the existing staff profile, identifying gaps and making recommendations for priority capacity building needs using the UNDP capacity development scorecard; (v) assess the status of existing park management plans and recommend concrete steps for development of park management plans for all the parks in an integrated manner; and, (vi) apply the Management Effectiveness Tracking Tools (METT) to each of the target PAs in close consultation with the executing agencies and stakeholders, determining scores for the current situation and five years before.

**3. Conduct a stakeholder assessment and development of a stakeholder involvement plan,** including:

(i) identify government, private sector, civil society and community stakeholders and their responsibilities pertaining to land, forest and natural resource management in target PAs and surrounding landscapes; (ii) assess socioeconomic situations surrounding the target PAs to be fed into the PA landscape profile; (iii) identify opportunities for livelihood interventions in target landscapes; (iv) ensure that select community representatives understand and agree to the project and their participation in its implementation; (v) conduct an environmental and social screening process; and, (vi) and gender assessment reviewing the role of both females and males in the project development and implementation and the potential impacts of the project on each gender group.

**4. Develop Sumatra wide and local level project indicators:** including local threat reduction indicators, biodiversity condition indicators, spatial indicators and indicators to show increase in capacity to respond to threats to biodiversity. Baseline situation and targets for each indicator will be established and measurement methodologies will be documented to ensure standard measurement of the indicators throughout the duration of the project.

### 3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

I. Academic Qualifications:

- Master's degree in zoology, ecological sciences, biodiversity conservation or closely related field. PhD degree an advantage.

II. Years of experience:

- A minimum of 12 years of demonstrable experience in biodiversity conservation and ecosystem planning and management, and protected area management.
- Demonstrated strategic technical and intellectual skills in the substantive area;
- Demonstrated leadership, facilitation and coordination skills, ability to develop and effectively manage long term strategic partnerships;
- Demonstrated entrepreneurial abilities and ability to work in an independent manner;
- Demonstrated ability to work in a team, ability for managing timely and effective delivery of both quantity and quality before the deadlines;
- Working experience with international organizations is an advantage as is knowledge of GEF, UNDP policies, procedures and practices;
- Excellent communication (both oral and written) and partnership building skills with multi-dimension partners, people skills for conflict resolution and negotiation;
- Experience in working in the relevant field in Indonesia (preferably Sumatra) and with its government, experiences working in international organizations in Indonesia or elsewhere in SE Asia is another strong assets;
- Demonstrated ability to produce concise and clearly written technical reports to a high standard;
- Computer proficiency, especially related to professional office software packages (Microsoft Office);

### III. Language Skills:

- Proficient in English language and Indonesian language, both spoken and written. Excellent ability to write project reports particularly for international funded projects and ability to make high-quality project presentations.

## **4. DURATION OF ASSIGNMENT, DUTY STATION AND EXPECTED PLACES OF TRAVEL**

**Contract Duration:** May 2014 – January 2015

**Duty Station:** Home-based but will be required to spend a total of up to 60 days in Indonesia and will need to travel to related project sites as necessary.

## **5. FINAL PRODUCTS**

The final deliverables of the consultancy will be the UNDP Project Document, GEF CEO Endorsement Request Document and associated annexes, responses to review comments, and GEF Tracking Tools. Major sub-products are:

1. Review of applicable policy and regulatory frameworks for the demonstration landscapes, and institutional capacity for each of the focal national parks (including biodiversity status, threat status, conservation targets, legislation and human resources for the focal Sumatra PAs including capacity development scorecards for relevant agencies.;
2. Conservation needs assessment and PA Profiling (including Management Effectiveness Tracking Tool (METT assessments and financial sustainability scorecard) for the focal PAs, and socio-economic and natural resource profiles for the wider demonstration landscapes (including GIS maps showing the landscapes and all related PAs);
3. Environmental and social screening conducted using the UNDP environmental and social screening procedure (ESSP), from which a monitoring and mitigation framework will be developed; and,
4. Stakeholder involvement plan (focusing on their engagement, goals and objective for involvement and principles of their participation) including documentary evidence of stakeholder consultation

## **6. PROVISION OF MONITORING AND PROGRESS CONTROLS**

The consultant will be supervised by the assigned Regional Technical Advisers for biodiversity and ecosystems, including technical quality assurance of the consultant's work at the milestones.

## 7. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

Interested individual consultant must submit the following documents/information to demonstrate your qualifications:

1. **Technical Proposal:** Brief motivation letter indicating why the applicant thinks is an outstanding candidate for the job including a methodology on how applicant will approach and complete the assignment.
2. **Financial proposal:** The financial proposal must indicate **lump sum professional fee and travel costs in USD.**
3. **Personal CV and/or P.11<sup>1</sup>** including past experience in similar projects and the name and contact details of 3 references

## 8. FINANCIAL PROPOSAL

**The contract will be based on lump sum amount**

The financial proposal will specify the **lump sum professional fee and travel costs in USD** and payments will be made to the Individual Consultant based on the number of days worked and upon completion of the deliverables. **To submit Financial Proposal, please use Template of Submission of Financial Proposal provided in Annex I.**

### **Travel;**

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

---

<sup>1</sup> UNDP P.11 Form can be downloaded from  
[http://www.undp.org/content/dam/undp/library/corporate/Careers/P11\\_Personal\\_history\\_form.doc](http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc)

## 9. EVALUATION

*The award of the contract will be made to the individual consultant whose offer has been evaluated and determined as:*

- a) responsive/compliant/acceptable, and*
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.*

*\* Technical Criteria weight; 70%*

*\* Financial Criteria weight; 30%*

*Only candidates obtaining a minimum of 350 technical points would be considered for the Financial Evaluation*

Criteria	Weight	Max. Point
<b><u>Technical</u></b>	<b>70%</b>	<b>500</b>
• Experience related to services	30	200
• Written proposal/test AND/OR interview result	30	200
• Expertise & Availability	40	100
<b><u>Financial</u></b>	<b>30%</b>	<b>100</b>

## **ANNEXES**

**ANNEX I - TEMPLATE FOR SUBMISSION OF FINANCIAL PROPOSAL**

**ANNEX II - INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

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

A. **Breakdown of Cost by Components:**

Cost Components	Unit Cost (USD)	Quantity	Total Rate for the Contract Duration (USD)
<b>I. Personnel Costs</b>			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Others (pls. specify)			
<b>II. Duty Travel</b>			
Round Trip Airfares (Home location – Jakarta)			
Living Allowance (per day) while working in Indonesia			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
<b>TOTAL</b>			

**Proposed by:**

**Name:**

**Signature:**

**Date:**



**B. Breakdown of Professional Fee by Outputs\***

<b>Deliverables with timeline</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Amount (USD)</b>
Upon submission and approval of the workplan based on initial assessment	15%	
Upon approval of the PA landscape profiles and draft BD Tracking Tools	35%	
Upon submission of the draft Project Document	30%	
Upon technical clearance of the Project Document and CEO Request Document and GEF BD Tracking Tools	20%	
Total	100%	

*\*Basis for payment tranches*

**Proposed by:**

**Name:**

**Signature:**

**Date:**

# GENERAL CONDITIONS OF CONTRACT

## FOR THE SERVICES OF INDIVIDUAL CONTRACTORS



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

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

**Prohibition of Sexual Exploitation and Abuse:** In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

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

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

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual

contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

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

In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor’s dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

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

**7. SUBCONTRACTORS:** In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

**15. TAXATION:** Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations,

including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

**16. AUDITS AND INVESTIGATIONS:**

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

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

**17. SETTLEMENT OF DISPUTES:**

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

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

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