



5th October, 2015

Country: Ghana

Description of the assignment: Consultancy for Conducting Terminal Evaluation of Project - Integrating Climate Change into the Management of Priority Health Risk in Ghana

Project name: Integrating Climate Change into the Management of Priority Health Risk in Ghana Project

Period of assignment/services: November – December 2015

To assist in understanding the requirements of this assignment, we have attached hereto the following:

- a) The Terms of Reference for the assignment described above (**Annex 1**);
- b) The standard Letter of Confirmation of Interest and Availability, which you must accomplish and submit to UNDP (***word version attached***) – **Annex 2**
- c) General Terms and Conditions (**Annex 3**)
- d) Personal History Form (P11) – (***word version attached***)

Technical and Financial Proposals should be submitted in two separate emails no later than **20th October, 2015 at 10:00am** to this email address: bids.gh@undp.org . As email subject, indicate UNDP/GHA/IC/2015/25.

Any request for clarification must be sent in writing by standard electronic communication to this email: procurement.gh@undp.org . As email subject, indicate UNDP/GHA/IC/2015/25. UNDP will respond 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:

In accordance with UNDP and GEF M&E policies and procedures, all full and medium-sized UNDP support GEF financed projects are required to undergo a terminal evaluation upon completion of implementation. These terms of reference (TOR) sets out the expectations for a Terminal Evaluation (TE) of the Integrating Climate Change Into the Management Of Priority Health Risks in Ghana Project (PIMS 3796).

2. SCOPE OF WORK AND OBJECTIVES

Refer to Annex 1 – Terms of Reference

3. DUTIES AND RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED WORK

Refer to Annex 1 – Terms of Reference

4. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Refer to Annex 1 – Terms of Reference

5. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSAL

Interested individual consultants must submit the following documents/information on behalf of the team to demonstrate their qualifications:

1. The standard Letter of Confirmation of Interest and Availability, which you must accomplish and submit to UNDP (**Annex 2**)
2. Proposal:
 - Explaining why the consultant is the most suitable for the work
 - Providing a brief methodology on how the consultant will approach and conduct the work
2. A technical proposal marked (**UNDP/GHA/IC/2015/25**) must be submitted. The financial proposal should be in the format as prescribed in **Annex 2B** under **Annex 2** (Break down of costs supporting the financial proposal and breakdown of Cost by Deliverables sheets)
3. Personal History Form and/or CV including past experience in similar projects and at least 3 references.

6. FINANCIAL PROPOSAL

Lump sum contract

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including travel, perdiems, number of anticipated working days).

7. EVALUATION

Refer to Annex 1 – **Terms of Reference**

ANNEXES

ANNEX 1 - TERMS OF REFERENCES (TOR)

ANNEX 2 - Offeror's Letter to UNDP Confirming Interest and availability for the Individual Contractor (IC)
Assignment which includes the format for Financial Proposal

ANNEX 3 – Individual Contract General Terms and Conditions

General Information to all prospective bidders but more importantly to the successful consultant

For an Individual Contractor who is of 62 years of age or older, and on an assignment requiring travel, be it for the purpose of arriving at the duty station or as an integral duty required under the TOR, a full medical examination and statement of fitness to work must be provided.

TERMINAL EVALUATION TERMS OF REFERENCE

INTRODUCTION

In accordance with UNDP and GEF M&E policies and procedures, all full and medium-sized UNDP support GEF financed projects are required to undergo a terminal evaluation upon completion of implementation. These terms of reference (TOR) sets out the expectations for a Terminal Evaluation (TE) of the *Integrating Climate Change Into the Management Of Priority Health Risks in Ghana Project (PIMS 3796)*.

The essentials of the project to be evaluated are as follows:

PROJECT SUMMARY TABLE

Project Title:	integrating climate change into the management of priority health risks in Ghana			
GEF Project ID:	PIM 3796		<u>at endorsement</u> <u>(Million US\$)</u>	<u>at completion</u> <u>(Million US\$)</u>
UNDP Project ID:	00075310	GEF financing:	1,718,182	
Country:	Ghana	IA/EA own:	200,000 (UNDP)	
Region:	Africa	Government:		
Focal Area:	CCA	Other:		
FA Objectives, (OP/SP):		Total co-financing:		
Executing Agency:	Ministry of Health	Total Project Cost:		
Other Partners involved:		ProDoc Signature (date project began):		
		(Operational) Closing Date:	Proposed: 30 June 2015	Actual: 31 December 2015

OBJECTIVE AND SCOPE

The project was designed to develop systems and response mechanisms to strengthen the integration of climate change risks into the health sector. Critical barriers were to shift the response capacity of the health sector in Ghana from being reactive towards being more anticipatory, deliberate and systematic. Project actions were to identify, implement, monitor, and evaluate adaptations to reduce likely future burdens of malaria, diarrhoeal diseases, and cerebrospinal meningitis (CSM), priority climate change-related health issues identified by national stakeholders. This was to be achieved through strengthening technical capacities of health sector workers to manage climate change-related health risks: mainstreaming climate change health risks into decision-making at local and national health policy levels; and strengthening the

climate change-health risk knowledge base by managing information and effectively disseminating it, for enhanced response to climate change-related health risks.

Institutional architecture and capacity was to be developed for enhancing Ghana's management of priority climate change-health issues. Pilot interventions in Keta District (Volta region), Gomoa West/Apam District (Central Region), and Bongo District (Upper East Region) were to demonstrate the effectiveness of improved disease surveillance and response in reducing the burden of climate-sensitive diseases. Training interventions was to target staff in relevant national programmes and units, such as the Disease Surveillance Unit and the National Malaria Control Programme, to recognize and respond to climate-related health risks, and to establish district train-the-trainer courses to promote decentralization and scaling up of this capacity. A national strategy for mainstreaming climate change risks into health sector policies and measures was also to be developed and implemented, led by the Ministry of Health.

Besides, Sub-national level climate change health risk maps that depict current and likely future areas vulnerable to diarrhoeal disease, malaria, and CSM was to be developed, led by the Ministry of Health, as well as a tool to evaluate the effectiveness of current policies and measures to protect communities from these diseases and to identify modified or new responses. In order to monitor the effectiveness of the new response actions, indicators was to be identified and monitoring systems refined to measure climate change resilience in the health sector. A number of knowledge management aspects, including dissemination of lessons learned and new communication materials to assist with broader awareness raising and social mobilization activities were to be done.

Project Objective: To identify, implement, monitor, and evaluate adaptations to reduce current and likely future burdens of malaria, diarrheal diseases, and meningococcal meningitis in Ghana.

This was to be achieved through the following project components and outcomes

Component 1: Strengthen technical capacities to manage climate change-related health risks

Project Outcome 1: Improved national and local health technical sector capacity to plan for and manage climate change related alterations in the geographic range and/or incidence of climate-sensitive health outcomes, including malaria, diarrhoeal diseases and meningococcal meningitis

Component 2: Climate change health risk mainstreamed into decision-making at local and national health policy levels

Project Outcome 2: Mechanisms established for cross-sectoral coordination to support climate change resilient health policy formulation and implementation at national and local policy-making levels

Component 3: Information management and effective dissemination of climate change health risk knowledge base.

Project outcome 3: 'Lessons learned' collected and knowledge management components established

The TE will be conducted according to the guidance, rules and procedures established by UNDP and GEF as reflected in the UNDP Evaluation Guidance for GEF Financed Projects.

The objectives of the evaluation are to assess the achievement of project results draw lessons that can both improve the sustainability of benefits from this project and aid in the overall enhancement of UNDP programming.

EVALUATION APPROACH AND METHOD

An overall approach and method¹ for conducting project terminal evaluations of UNDP supported GEF financed projects has been developed over time. The evaluator is expected to frame the evaluation effort using the criteria of **relevance, effectiveness, efficiency, sustainability, and impact**, as defined and explained in the UNDP Guidance for Conducting Terminal Evaluations of UNDP-supported, GEF-financed Projects. A set of questions covering each of these criteria have been drafted and are included with this TOR *(fill in Annex B)*. The evaluator is expected to amend, complete and submit this matrix as part of an evaluation inception report, and shall include it as an annex to the final report.

The evaluation must provide evidence-based information that is credible, reliable and useful. The evaluator is expected to follow a participatory and consultative approach ensuring close engagement with government counterparts, in particular the GEF operational focal point, UNDP Country Office, project team, UNDP GEF Technical Adviser based in the region and key stakeholders. The evaluator is expected to conduct a field mission to Accra (Ghana) including some project sites in Ghana, such as Apam, Keta and Bongo. Interviews will be held with the following organizations at a minimum: Ministry of Health (in particular: Chief Director and Project Focal person at the Ministry), Ghana Health Service(Environmental and Occupation Health Unit, Disease surveillance), Ministry of Finance, Ministry of Environment, Science, Technology and Innovation and Environmental Protection Agency.

The evaluator will review all relevant sources of information, such as the project document, project reports – including Annual APR/PIR, project budget revisions, midterm review, progress reports, GEF focal area tracking tools, project files, national strategic and legal documents, and any other materials that the evaluator considers useful for this evidence-based assessment. A list of documents that the project team will provide to the evaluator for review is included in Annex A of this Terms of Reference.

EVALUATION CRITERIA & RATINGS

The evaluation will at a minimum cover the criteria of: **relevance, effectiveness, efficiency, sustainability and impact**. Ratings must be provided on the following performance criteria. The completed table must be included in the evaluation executive summary. The obligatory rating scales are included in Annex C.

¹ For additional information on methods, see the Handbook on Planning, Monitoring and Evaluating for Development Results, Chapter 7, pg. 163

Evaluation Ratings:			
1. Monitoring and Evaluation	<i>rating</i>	2. IA& EA Execution	<i>rating</i>
M&E design at entry		Quality of UNDP Implementation	
M&E Plan Implementation		Quality of Execution - Executing Agency	
Overall quality of M&E		Overall quality of Implementation / Execution	
3. Assessment of Outcomes	<i>rating</i>	4. Sustainability	<i>rating</i>
Relevance		Financial resources:	
Effectiveness		Socio-political:	
Efficiency		Institutional framework and governance:	
Overall Project Outcome Rating		Environmental :	
		Overall likelihood of sustainability:	

PROJECT FINANCE / COFINANCE

The Evaluation will assess the key financial aspects of the project, including the extent of co-financing planned and realized. Project cost and funding data will be required, including annual expenditures. Variances between planned and actual expenditures will need to be assessed and explained. Results from recent financial audits, as available, should be taken into consideration. The evaluator(s) will receive assistance from the Country Office (CO) and Project Team to obtain financial data in order to complete the co-financing table below, which will be included in the terminal evaluation report.

Co-financing (type/source)	UNDP own financing (mill. US\$)		Government (mill. US\$)		Partner Agency (mill. US\$)		Total (mill. US\$)	
	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual
Grants								
Loans/Concessions								
• In-kind support								
• Other								
Totals								

MAINSTREAMING

UNDP supported GEF financed projects are key components in UNDP country programming, as well as regional and global programmes. The evaluation will assess the extent to which the project was successfully mainstreamed with other UNDP priorities, including poverty alleviation, improved governance, the prevention and recovery from natural disasters, and gender.

IMPACT

The evaluators will assess the extent to which the project is achieving impacts or progressing towards the achievement of impacts. Key findings that should be brought out in the evaluations include whether the project has demonstrated: Good adaptations options to reduce current and likely future burdens of malaria, diarrheal diseases, and meningococcal meningitis in Ghana.

CONCLUSIONS, RECOMMENDATIONS & LESSONS

The evaluation report must include a chapter providing a set of **conclusions, recommendations** and **lessons**.

IMPLEMENTATION ARRANGEMENTS

The principal responsibility for managing this evaluation resides with the UNDP CO in Ghana. The Project Team will be responsible for liaising with the Evaluator's team to set up stakeholder interviews, arrange field visits, coordinate with the Government etc.

EVALUATION TIMEFRAME

The total duration of the evaluation will be 30 days according to the following plan:

Activity	Timing	Completion Date
Preparation	4 days	10 November 2015
Evaluation Mission	12days	18 November 2015
Draft Evaluation Report	12 days	25 November 2015
Final Report	2 day	9 December 2015

EVALUATION DELIVERABLES

The evaluation team is expected to deliver the following:

Deliverable	Content	Timing	Responsibilities
Inception Report	Evaluator provides clarifications on timing and method	No later than 1 week after signing the contract and before the evaluation mission.	Evaluator submits to UNDP CO
Presentation	Initial Findings	End of evaluation mission	To project management, UNDP CO
Draft Final Report	Full report, (per annexed template) with annexes	Within 3 weeks of the evaluation mission	Sent to CO, reviewed by RTA, PCU, GEF OFPs
Final Report*	Revised report	Within 2days of receiving UNDP comments on draft	Sent to CO for uploading to UNDP ERC.

*When submitting the final evaluation report, the evaluator is required also to provide an 'audit trail', detailing how all received comments have (and have not) been addressed in the final evaluation report.

TEAM COMPOSITION

The evaluation shall be carried out by a team of external and local consultants to ensure knowledge and skills transfer as well as promote collaboration and experience sharing among external and local consultants in the field Climate Change and Health. The team will be led by a seasoned international consultant and supported by an experienced national consultant. Experience with GEF financed projects is an advantage. The evaluators selected should not have participated in the project preparation and/or implementation and should not have conflict of interest with project related activities.

International Team Leader

The International consultant shall have responsibility for providing overall direction for the conduct of the evaluation and shall ensure the timely delivery of quality outputs by each team member, in accordance with the Terms of Reference. The National Consultant shall be recruited separately to assist in the assignment.

Specifically, he/she will perform the following tasks:

- Lead and manage the evaluation mission;
- Design the detailed evaluation scope and methodology and approach;
- Ensure efficient division of tasks between the mission members;
- Conduct the terminal evaluation in accordance with the proposed objective and scope of the evaluation;
- Draft and communicate the evaluation report;
- Finalize the evaluation report and submit it to UNDP

The International evaluator must present the following skills and qualifications:

- At least Master's degree in Public Health or Environmental Science with minimum of six years of relevant Climate Change and Health related M&E professional experience or related field
- Demonstrated technical knowledge in Climate Change Adaption options in the in particular of the Health Sector
- Demonstrated technical knowledge in gender sensitive monitoring and evaluation
- Highly knowledgeable of GEF and UNDP-GEF monitoring and evaluation policies procedures an advantage Previous experience with results-based monitoring and evaluation methodologies;
- Must have undertaken at least 3 Mid-Term and/or Final Evaluations, including one in the field of Climate Change and Health preferably for a similar UNDP/GEF project;
- Demonstrated ability to assess complex situations, succinctly distils critical issues, and draw forward-looking conclusions and recommendations;
- Familiarity with Ghana or any developing country is an advantage;
- Excellent human relations, coordination, planning and team work.

- Have exemplary written and oral communication skills in English, be fully IT literate

EVALUATION

The weighted scoring method will be utilized.

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

- responsive/compliant/acceptable, and
- 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 proposals scoring at least 49 points in the technical evaluation will be further considered for the financial evaluation.

Criteria	Weight	Max. Point
1) Technical	70 %	70
<u>Qualifications of Consultant</u> <ul style="list-style-type: none"> • Academic Qualification • Knowledge in the area of public health • Knowledge in the area of climate change • Knowledge of UNDP/GEF policies • 	20%	20 8 4 4 4
<u>Professional Experience of Consultant</u> <ul style="list-style-type: none"> • Relevant experience in conducting mid-term / final evaluations • Relevant experience in the public health field • Relevant experience in the climate change field • Relevant experience in Ghana or developing countries • Relevant experience with UNDP/GEF • Relevant experience in gender mainstreaming • 	30%	30 13 5 5 3 2 2
<u>Proposed approach and understanding of the assignment</u>	20%	20
2) Financial	30%	30
<u>TOTAL</u>	100%	100

EVALUATOR ETHICS

Evaluation consultants will be held to the highest ethical standards and are required to sign a Code of Conduct (Annex D) upon acceptance of the assignment. UNDP evaluations are conducted in accordance with the principles outlined in the UNEG 'Ethical Guidelines for Evaluations'

PAYMENT MODALITIES AND SPECIFICATIONS

%	Milestone
20%	At contract signing
40%	Following submission and approval of the 1st draft terminal evaluation report
40%	Following submission and approval (UNDP-CO and UNDP RTA) of the final terminal evaluation report

APPLICATION PROCESS

As indicated in the Procurement Notice.

UNDP applies a fair and transparent selection process that will take into account the competencies/skills of the applicants as well as their financial proposals.

Qualified women and members of social minorities are encouraged to apply.

ANNEX A: LIST OF DOCUMENTS TO BE REVIEWED BY THE EVALUATORS

- PROJECT DOCUMENT
- REQUEST FOR CEO ENDORSEMENT/APPROVAL
- REQUEST FOR PROJECT PREPARATION GRANT (PPG)
- PROJECT IDENTIFICATION FORM (PIF)
- REPORT ON LOCAL PROJECT APPRAISAL COMMITTEE (LPAC) MEETING
- INCEPTION REPORT
- PRESENTATIONS AT INCEPTION MEETING
- MINUTES OF STEERING COMMITTEE MEETINGS
- ANNUAL BUDGETS AND WORK PLANS
- COMPILED QUARTERLY REPORTS
- MID-TERM EVALUATION REPORT
- GEF PROJECT IMPLEMENTATION REPORTS
- GEF TRACKING TOOL
- MANAGEMENT RESPONSE TO THE MID-TERM EVALUATION REPORT
- AUDIT REPORTS
- VARIOUS COMPLIANCE MONITORING MISSION REPORTS
- VARIOUS TRAINING REPORTS

EVALUATION QUESTIONS

This is a generic list, to be further detailed with more specific questions by CO and UNDP GEF Technical Adviser based on the particulars of the project.

Evaluative Criteria Questions	Indicators	Sources	Methodology
Relevance: How does the project relate to the main objectives of the GEF focal area, and to the environment and development priorities at the national level?			
•	•	•	•
•	•	•	•
•	•	•	•
Effectiveness: To what extent have the expected outcomes and objectives of the project been achieved?			
•	•	•	•
•	•	•	•
•		•	•
Efficiency: Was the project implemented efficiently, in-line with international and national norms and standards?			
•	•	•	•
•	•	•	•
•	•	•	•
Sustainability: To what extent are there financial, institutional, social-economic, and/or environmental risks to sustaining long-term project results?			
•	•	•	•
•	•	•	•
•	•	•	•
Impact: Are there indications that the project has contributed to, or enabled progress toward, reduced environmental stress and/or improved ecological status?			
•	•	•	•
•	•	•	•

ANNEX C: RATING SCALES

<i>Ratings for Outcomes, Effectiveness, Efficiency, M&E, I&E Execution</i> 6: Highly Satisfactory (HS): no shortcomings 5: Satisfactory (S): minor shortcomings 4: Moderately Satisfactory (MS) 3. Moderately Unsatisfactory (MU): significant shortcomings 2. Unsatisfactory (U): major problems 1. Highly Unsatisfactory (HU): severe problems	<i>Sustainability ratings:</i> 4. Likely (L): negligible risks to sustainability 3. Moderately Likely (ML): moderate risks 2. Moderately Unlikely (MU): significant risks 1. Unlikely (U): severe risks	<i>Relevance ratings</i> 2. Relevant (R) 1.. Not relevant (NR) <i>Impact Ratings:</i> 3. Significant (S) 2. Minimal (M) 1. Negligible (N)
<i>Additional ratings where relevant:</i> Not Applicable (N/A) Unable to Assess (U/A)		

ANNEX D: EVALUATION CONSULTANT CODE OF CONDUCT AND AGREEMENT FORM

Evaluators:

1. Must present information that is complete and fair in its assessment of strengths and weaknesses so that decisions or actions taken are well founded.
2. Must disclose the full set of evaluation findings along with information on their limitations and have this accessible to all affected by the evaluation with expressed legal rights to receive results.
3. Should protect the anonymity and confidentiality of individual informants. They should provide maximum notice, minimize demands on time, and respect people's right not to engage. Evaluators must respect people's right to provide information in confidence, and must ensure that sensitive information cannot be traced to its source. Evaluators are not expected to evaluate individuals, and must balance an evaluation of management functions with this general principle.
4. Sometimes uncover evidence of wrongdoing while conducting evaluations. Such cases must be reported discreetly to the appropriate investigative body. Evaluators should consult with other relevant oversight entities when there is any doubt about if and how issues should be reported.
5. Should be sensitive to beliefs, manners and customs and act with integrity and honesty in their relations with all stakeholders. In line with the UN Universal Declaration of Human Rights, evaluators must be sensitive to and address issues of discrimination and gender equality. They should avoid offending the dignity and self-respect of those persons with whom they come in contact in the course of the evaluation. Knowing that evaluation might negatively affect the interests of some stakeholders, evaluators should conduct the evaluation and communicate its purpose and results in a way that clearly respects the stakeholders' dignity and self-worth.
6. Are responsible for their performance and their product(s). They are responsible for the clear, accurate and fair written and/or oral presentation of study imitations, findings and recommendations.
7. Should reflect sound accounting procedures and be prudent in using the resources of the evaluation.

Evaluation Consultant Agreement Form²

Agreement to abide by the Code of Conduct for Evaluation in the UN System

Name of Consultant: _____

Name of Consultancy Organization (where relevant): _____

I confirm that I have received and understood and will abide by the United Nations Code of Conduct for Evaluation.

Signed at *place* on *date*

Signature: _____

²www.unevaluation.org/unegcodeofconduct

ANNEX E: EVALUATION REPORT OUTLINE³

- i. Opening page:
 - Title of UNDP supported GEF financed project
 - UNDP and GEF project ID#s.
 - Evaluation time frame and date of evaluation report
 - Region and countries included in the project
 - GEF Operational Program/Strategic Program
 - Implementing Partner and other project partners
 - Evaluation team members
 - Acknowledgements
- ii. Executive Summary
 - Project Summary Table
 - Project Description (brief)
 - Evaluation Rating Table
 - Summary of conclusions, recommendations and lessons
- iii. Acronyms and Abbreviations
(See: UNDP Editorial Manual⁴)
1. Introduction
 - Purpose of the evaluation
 - Scope & Methodology
 - Structure of the evaluation report
2. Project description and development context
 - Project start and duration
 - Problems that the project sought to address
 - Immediate and development objectives of the project
 - Baseline Indicators established
 - Main stakeholders
 - Expected Results
3. Findings
(In addition to a descriptive assessment, all criteria marked with (*) must be rated⁵)
- 3.1 Project Design / Formulation
 - Analysis of LFA/Results Framework (Project logic /strategy; Indicators)
 - Assumptions and Risks
 - Lessons from other relevant projects (e.g., same focal area) incorporated into project design
 - Planned stakeholder participation
 - Replication approach
 - UNDP comparative advantage
 - Linkages between project and other interventions within the sector
 - Management arrangements
- 3.2 Project Implementation
 - Adaptive management (changes to the project design and project outputs during implementation)
 - Partnership arrangements (with relevant stakeholders involved in the country/region)

³The Report length should not exceed 40 pages in total (not including annexes).

⁴ UNDP Style Manual, Office of Communications, Partnerships Bureau, updated November 2008

⁵ Using a six-point rating scale: 6: Highly Satisfactory, 5: Satisfactory, 4: Marginally Satisfactory, 3: Marginally Unsatisfactory, 2: Unsatisfactory and 1: Highly Unsatisfactory, see section 3.5, page 37 for ratings explanations.

- Feedback from M&E activities used for adaptive management
 - Project Finance:
 - Monitoring and evaluation: design at entry and implementation (*)
 - UNDP and Implementing Partner implementation / execution (*) coordination, and operational issues
- 3.3 Project Results**
- Overall results (attainment of objectives) (*)
 - Relevance(*)
 - Effectiveness & Efficiency (*)
 - Country ownership
 - Mainstreaming
 - Sustainability (*)
 - Impact
- 4. Conclusions, Recommendations & Lessons**
- Corrective actions for the design, implementation, monitoring and evaluation of the project
 - Actions to follow up or reinforce initial benefits from the project
 - Proposals for future directions underlining main objectives
 - Best and worst practices in addressing issues relating to relevance, performance and success
- 5. Annexes**
- ToR
 - Itinerary
 - List of persons interviewed
 - Summary of field visits
 - List of documents reviewed
 - Evaluation Question Matrix
 - Questionnaire used and summary of results
 - Evaluation Consultant Agreement Form

ANNEX F: EVALUATION REPORT CLEARANCE FORM

(to be completed by CO and UNDP GEF Technical Adviser based in the region and included in the final document)

Evaluation Report Reviewed and Cleared by

UNDP Country Office

Name: _____

Signature: _____ Date: _____

UNDP GEF RTA

Name: _____

Signature: _____ Date: _____

**OFFEROR'S LETTER TO UNDP
CONFIRMING INTEREST AND AVAILABILITY
FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT**

Date _____

Mulugeta Abebe
United Nations Development Programme
P.o. Box 1423
Accra

Dear Sir/Madam :

I hereby declare that :

- a) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of [*indicate title of assignment*] under the [*state project title*];
- b) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- c) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV or Personal History Form (P11) which I have duly signed and attached hereto as Annex 1;
- d) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3 [delete this item if the TOR does not require submission of this document];
- e) I hereby propose to complete the services based on the following payment rate :
☐ A total lump sum of [*state amount in words and in numbers, indicating exact currency*], payable in the manner described in the Terms of Reference.
- f) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- g) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- h) This offer shall remain valid for a total period of _____ days [*minimum of 90 days*] after the submission deadline;
- i) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office [*disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists*];
- j) If I am selected for this assignment, I shall [*pls. check the appropriate box*]:
☐ Sign an Individual Contract with UNDP;
☐ Request my employer [*state name of company/organization/institution*] to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

k) I hereby confirm that *[check all that applies]*:

- ☐ At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;
- ☐ I am currently engaged with UNDP and/or other entities for the following work :

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

- ☐ I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal :

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

- l) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- m) **If you are a former staff member of the United Nations recently separated, pls. add this section to your letter:** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.
- n) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

Full Name and Signature:

Date Signed :

Annexes *[pls. check all that applies]:*

- ☐ CV and Duly signed P11 Form
- ☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
- ☐ Brief Description of Approach to Work (if required by the TOR)

BREAKDOWN OF COSTS

SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A. Breakdown of Cost by Components:

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
II. Travel Expenses to Join duty station			
Round Trip Airfares to and from duty station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

B. Breakdown of Cost by Deliverables*

Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Amount
Deliverable 1		
Deliverable 2		
....		
Total	100%	GHS.....

**Basis for payment tranches*

ANNEX 3

GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

1 February 2012

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 their 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 his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions 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 his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that she or he 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 his or her 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.

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 suspension or 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 or any other terms of the Contract 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 and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment and supplies, 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 and supplies 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 his or her 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 his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. 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 services 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 officials, representatives, employees, subcontractors 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 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. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award 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 fare when by air.

UNDP may require the Individual contractor to submit a "statement of good health" from a recognized physician prior to commencement of services 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 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 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 2 February 2012

performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, 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, licenses 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 a contract by UNDP thereto, unless any such undertakings, licenses 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 his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her 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 his or her 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 his or her 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 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 his or her obligations and meet his or her 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 the 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 or suspension thereof.

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 his or her 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 financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of the 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 services 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 as a result of termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor by 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. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her

employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

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. LIMITATION ON ACTIONS: Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

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

19. 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.

Approved By:  _____

Mulugeta Abebe
Deputy Country Director - Operations