

Date: 7/12/2015

REQUEST FOR PROPOSAL (RFP)

Subject: RFP to provide Daily News Digest and Clippings Service for UN under 05 year Long Term Agreement.

1. You are requested to submit an English proposal to produce Daily News Digest and Clippings Service for UN, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, please find attached the relevant documents:
 - Terms of Reference (TOR)..... (Annex I)
 - Format of financial offer..... (Annex II)
3. Your offer with title ***RFP: "Daily News Digest and Clippings Service for UN"*** comprising of technical proposal and financial proposal, **in separate PDF files** should be submitted on or before **Thursday, December 17, 2015** and via email to the address below:

Ms. Huynh Huong Thanh
huynh.huong.thanh@undp.org

Proposals submitted after that date or proposals not in conformity with the requirements specified this RFP will not be considered.

4. A two-stage procedure will be utilized in evaluating the proposals: 1) evaluation of technical proposals, and 2) evaluation of financial proposals.

Technical Proposal

5. Your technical proposal should include, but not necessarily be limited to, the following information:
 - a) A brief description of past experience on implementing projects of similar nature to this required service (please provide the required information in the below table of at least three projects). You should also provide any other information that will facilitate our evaluation of your reliability and capacity to meet the TOR requirements.

#	Brief description of services provided	Contract value US\$	Contract Duration	Name of client	Country of client	Contact person with email address
1						
2						
3						

- b) Your detailed description of ‘Approach and Methodology’ you will respond to the TOR, describing your understanding of the objectives of the assignment, your methodology for carrying out the activities and obtaining the expected outputs. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them.
- c) Your implementation plan detailing activities and timelines
- d) Curriculum vitae of the assigned staff

6. Your technical proposals will be evaluated using the following criteria:

Consultant(s)' experiences/qualification related to the services		
1.1	Recent experiences in providing similar services for clients of the same nature, i.e. international organization;	200
1.2	The qualifications and competence of the production team proposed for the assignment. The personnel will be rated in accordance with: (i) qualification and competence of the lead person (sound news judgment, coordination, ability to meet deadline...) – 100 points (ii) general qualification of the team members – 50 points; (iii) their English language competence (especially news summarizing and translating skill...) – 200 points. Good understanding of UN work in Viet Nam is preferable – 50 points	400
Technical proposal		
2.1	Understanding of the objectives of the assignment	50
2.2	Understanding the difficulties/challenges of the tasks and proposed mitigation and measures to be adopted	100
2.3	The approach in responding to the TOR and the detailed work plan	250
Total		1000

Financial Proposal

Your financial proposal must contain single lump-sum amounts including all associated costs to complete the services for each year of the Long Term Agreement. The financial proposal must be in VND – see format in Annex II.

Please note that the cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable as a direct cost of the assignment.

7. Contract Award:

Technical proposals obtained more than 70% of technical points will be considered technically qualified for financial assessment.

Maximum 300 points will be given to the lowest offer and the other financial proposals will receive the

points inversely proportional to their financial offers. i.e. $S_f = 300 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. Proposal obtaining the highest points (technical points + financial points) will be selected.

An interview with the assigned staff from consulting firm given the highest combined score may be held before contract awarding, if deemed necessary.

8. Contract Form: Long Term Agreement of 05 years will be used.
10. Payment: UNDP shall effect monthly payments to the contractor, provided that the service is satisfactory (by bank transfer to the contractor's bank account)
11. Your proposals are received on the basis that you fully understand and accept these terms and conditions.

TERMS OF REFERENCE**TITLE: Daily News Digest and Clippings Service for UN under 05 year Long Term Agreement****1) GENERAL BACKGROUND**

The United Nations aims to provide the most effective and efficient support it can to the Government and people of Viet Nam. UN agencies have reaffirmed their shared commitment to maximizing the UN's impact on the three focus areas of the newly formed One Plan, namely (1) Inclusive, equitable and sustainable growth; (2) Access to quality essential services and social protection; (3) Governance and participation.

To help UN staff work in these areas and realize their common goal, the UN Communications Unit has identified the need to produce a daily news digest to give all UN staff a sense of what is happening in the media in and related to Viet Nam, especially on different UN subject areas as well as a press clippings service providing daily coverage of the UN in Viet Nam.

The Unit is therefore looking for a highly qualified and experienced company that can provide the Daily news digest and Clipping service for the UN.

2) OBJECTIVES OF THE ASSIGNMENT

To keep staff up-to-date, on a daily basis, and improve their work and knowledge of what is happening in Viet Nam in the areas in which the UN works. It is our aim to offer not only the information, but also how this information is presented to the Vietnamese public.

3) SCOPE OF WORK***1. Daily News Digest***

- Search major national and international print and electronic newspapers, magazines in both English and Vietnamese, for the latest news related to issues that are directly relevant to the work of the United Nations in Viet Nam, including global UN news and news on One UN progress in other countries. At minimum, news and articles will be picked from major outlets and included in the same day's service.
- Summarize and reference the news/ articles from Vietnamese language newspapers and translate them into English. The content would then need to be organized by the identified subject areas and sent to the UN Communications Unit. In case many news and articles reporting on the same issue/event, the most reliable source and/or those offering a different opinion/angle should also be included.
- Timing: The news service is expected to be sent via email to the UN Communications Team before 10:30 every morning, Monday-Friday. The news/articles printed during the weekend will be included in Monday's service.

2. Press Clippings Service

- Search major print and electronic English and Vietnamese language newspapers and magazines, for daily coverage of the UN and the UN agencies in Viet Nam.
- Scan news and articles, translate titles of the Vietnamese language ones and send electronic copies to the UN Communications Unit before 9:00AM on the same day.
- Upon request, to provide media coverage reports for special events organized by the UN, UNICEF, UNDP and UNFPA, UNAIDS and UNV. An initial coverage report is expected to be available on the following day of the event and full report, a week later.

4) DURATION OF ASSIGNMENT, DUTY STATION AND EXPECTED PLACES OF TRAVEL

05 years from 01 January 2016.

Contract will be signed on an annual basis upon the following conditions:

- Satisfactory performance of Contractor
- Continuous requirement of UN

5) FINAL PRODUCTS

- Electronic copy of Daily news digest relevant to the work of the UN;
- Electronic copy of Daily press coverage of the UN and UN agencies;
- Press coverage report of events organized by the UN.

6) PROVISION OF MONITORING AND PROGRESS CONTROLS

News digest and press clipping must be provided daily (UN holidays excepted) before 10.30 and 9:00 am, respectively. If the supplier contracted, in three consecutive days, miss key articles, or handing in work after deadline, or providing false sources or inaccuracies etc. and/or does not take feedback from the One UN Communications Unit, the latter reserves the right to deduct 10 % of the payment for that month. If the supplier is unable to meet the conditions of this ToR in any way, i.e. regularly missing key articles, handing in work after deadline, providing false sources or inaccuracies etc. and/or does not take feedback, the One UN Communications Unit reserves the right to terminate the contract.

7) DEGREE OF EXPERTISE AND QUALIFICATIONS

- Recent experience in providing similar services for clients of the same nature, i.e. international organizations;
- Competent lead person with sound judgment of news value and good understanding of UN work in Viet Nam

- Adequate human resources with strong English language skills, especially summarizing and translating skills
- Detail-oriented with strong news judgment and ability to meet deadlines

8) Admin support and reference documents

One UN Communication Team will alert the supplier of any upcoming event or press conference, press trip, press release or interview, for proper monitoring.

List of key areas/ development issues related to the UN work in Viet Nam

List of major print and electronic media outlets

Samples of the Daily News Digest; daily press coverage; and press coverage report of event.

9) REVIEW TIME REQUIRED AND PAYMENT TERM

Payment will be made monthly during the first half of the following month, provided that the service is satisfactory.

10) CONSULTANT PRESENCE REQUIRED ON DUTY STATION/UNDP PREMISES

☒ NONE

☐ PARTIAL

☐ INTERMITTENT

☐ FULL-TIME

FINANCIAL OFFER

Having examined the Solicitation Documents, I, the undersigned, offer to provide the service in the TOR for the costs of VND as below:

Table 1: Total offers for 5 years period following the below template

		Monthly cost for 1 st year	Monthly cost for 2 nd year	Monthly cost for 3 rd year	Monthly cost for 4 th year	Monthly cost for 5 th year
1.	<i>Lumpsum offer covering all associated costs for the required services in the TOR includes but not limited to the following:</i> Remuneration					
2.	Other related cost (please list out)					
3.	Applicable tax					
	Sub-total:					
	Total cost for 12 months:					
	Total amount of 5 year LTA:					

I undertake, if my proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

I agree to abide by this proposal for a period of 120 days from the submission deadline of the proposals.

Dated this day /month of year

Signature

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products

liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information

for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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