



*Empowered lives.
Resilient nations.*

REQUEST FOR PROPOSAL (RFP)

Delivery and Facilitation Services for Journalist Training	DATE : November 26, 2015
	REFERENCE: CIRDA Workshop - Zambia

Dear Sir / Madam:

We kindly request you to submit your Proposal for **to deliver and facilitate a journalist training event, from 15-17 March, 2016 in Livingstone, Zambia.**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before close of business in New York, NY, USA on Thursday, December 17, 2015 via email to the address below:

United Nations Development Programme
annalisa.viray@undp.org
Attn: Annalisa Viray

Your Proposal must be expressed in English and valid for a minimum period of 90 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

The Proposal that complies with all of the requirements, meets all the evaluation criteria, and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Bonizella Biagini
CIRDA Manager

Annex 1

Description of Requirements

Context of the Requirement	Programme on Climate Information for Resilient Development in Africa (CIRDA)																		
Implementing Partner of UNDP	N/A																		
Brief Description of the Required Services	Design, delivery and facilitation of journalist training event																		
List and Description of Expected Outputs to be Delivered	Design and deliver a journalist training for journalists and media directors from CIRDA's 11 partner countries (See the TORs for more information)																		
Person to Supervise the Work/Performance of the Service Provider	CIRDA Manager																		
Frequency of Reporting	Weekly progress call with CIRDA Team.																		
Progress Reporting Requirements	Weekly progress calls with CIRDA Team, email and face-to-face discussion (during the event).																		
Location of work	At contractor's location except for 15-17 March 2016: Workshop in Livingstone, Zambia.																		
Expected duration of work	through 15 April 2016																		
Target start date	21 December 2015																		
Latest completion date	15 April 2016																		
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td>Livingstone, Zambia</td><td>3 days</td><td>Facilitation of the training</td><td>15-17 March, 2016</td></tr> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>			Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Livingstone, Zambia	3 days	Facilitation of the training	15-17 March, 2016								
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Livingstone, Zambia	3 days	Facilitation of the training	15-17 March, 2016																
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training																		
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	X All costs related to lunch, water and tea breaks will be directly paid by UNDP from 15-17 March, 2016. X Conference room and space for the equipment. Travel costs for invited participants to the training (not trainers)																		
Implementation Schedule																			

indicating breakdown and timing of activities/sub-activities	X Required
Names and curriculum vitae of individuals who will be involved in completing the services	X Required

Currency of Proposal	X United States Dollars			
Value Added Tax on Price Proposal	X must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	Not permitted			
Payment Terms				
	Outputs	Percentage	Timing	Condition for Payment Release
	Agenda for the training	10%	10 days after contract signature	Within thirty (30) days from the date of meeting the following conditions: a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
	Final curricula material	15%	1 February 2016	
	Video streaming portal	10%	15 February 2016	
	Training Workshop	50%	15-17 March 2016	
Executive summary of the event and package of event material	15%	15 April 2016		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	CIRDA Manager			

Type of Contract to be Signed	X Institutional Contract
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Criteria for Contract Award	<p>X Highest Combined Score (based on the 70% technical offer, and 30% price weight distribution)</p> <p>X Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</p>
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u> Expertise of the Firm, as specified in the TOR (30%) Management Structure and Qualification of Key Personnel, as specified in the TOR (25%) Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (15%)</p> <p><u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	X One and only one Service Provider
Annexes to this RFP	<p>X Detailed TOR (Annex A) X Sample Form for Submission of Proposal (Annex 2) X General Terms and Conditions / Special Conditions (Annex 3) X Sample Institutional Contract (Annex 4)</p>
Contact Person for Inquiries (Written inquiries only)	<p>Gregory Benchwick <i>gregory.benchwick@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	<ul style="list-style-type: none"> Financial offers should be all inclusive (cost of *travel of trainers, equipment, material, accommodation and dinners of trainers during the event, etc.) <p>*most direct route and economic class</p>

TERMS OF REFERENCE

Journalist Training on Climate Adaptation and Severe Weather Reporting Livingstone, Zambia, 15-17 March, 2016

Location:	Livingstone, Zambia
Category	Environment and Energy
Languages Required:	English
Starting Date	21 December 2015
Duration of Contract:	Through 15 April 2016
Supervisor:	CIRDA Manager

Background

Climate related shocks to the economy, vulnerable populations, ecosystems and infrastructure threaten development goals and poverty alleviation strategies in Africa. The ability of decision-makers to understand and communicate the likely impacts of climate change is of critical importance in adapting development plans to new climate realities. The lack of access to reliable climate information and the lack of capacity of disseminating it prove to be significant obstacles in allowing governments and populations to develop the correct tools to address the changes that will be brought on as a result of climate change.

With GEF funds, the UNDP is providing support through the design of 11 country-led projects (Benin, Burkina Faso, Liberia, Sierra Leone, Sao Tome and Principe, Ethiopia, the Gambia, Uganda, Tanzania, Malawi and Zambia) that focus on strengthening Climate Information and Early Warning Systems. These projects also benefit from a regional, multi-country programme called Programme on Climate Information for Resilient Development in Africa (CIRDA) that is aimed at enabling these 11 vulnerable countries to strengthen national climate information systems as well as to benefit from regional coordination and draw upon a platform of knowledge management.

Purpose of the workshop and journalist training

The UNDP-GEF CIRDA Team is organizing the workshop “The Last Mile – Saving Lives, Improving Livelihoods and Increasing Resiliency with Tailored Weather Information Services for a Changing Climate” in Zambia in 2016. The conference will include the presence of internationally recognized experts on climate-change adaptation, sustainable development, meteorology, new technology as well as representatives from national climate services of the Programme’s 11 partner countries. Further information on the plenary conference sessions and approaches can be found at <http://www.undp-alm.org/projects/cirda/meetings-and-workshops>.

The journalist training’s objective is to link national climate information and early warning systems with media organizations to ensure that early warning messages and weather & climate data are accessible by end-users. Journalists will be trained to communicate the data as a public good to be shared through all existing Africa media to inform climate-resilient adaptation planning.

The Journalist Training is a side event of the workshop. The training will be directed at top journalists and media directors from CIRDA's 11 partner countries. During the event they will be invited to come together for an expert-guided training designed to improve reporting on severe weather, create synergies for the issuance of early warning alerts and improve storytelling on climate-change adaptation.

The CIRDA Team is seeking the services of a journalism/media firm or program to design, facilitate and support the 3-day journalist training that will be held from 15-17 March, 2016, in Livingstone, Zambia.

Tasks to be performed

Under the guidance and supervision of the CIRDA Programme Manager with input from the CIRDA team, and UNDP Country Offices, the consultants will provide the following:

- Develop and deliver a curriculum and supporting materials on communication of weather and climate data, adaptation, early warning and severe weather reporting in collaboration with the UNDP CIRDA programme. Curriculum may contain workbooks, toolkits, support materials, powerpoints, exercises and research materials. The firm is expected to engage with participants to create independent and innovative stories.
- Streaming of the event and the creation of streaming portal to allow for virtual participation. The selected provider will be responsible for video-taping and managing the live stream.
- Aid in promotion of the event.
- Chair the journalist training, providing guided learning from the curriculum.
- Executive summary of the event including a summary of participant discussions and impressions.
- Packaging of workshop material (powerpoints, videos, and stories generated) as a toolkit to for future trainings.

The firm will be required to have an understanding of the CIRDA programme, specific national contexts for climate information and early-warning systems and share information as appropriate with journalists. The curriculum developed should focus on independent reporting and building an understanding of complex data, new technology and weather challenges.

Main Goals of the training include:

- Increasing the understanding of the need for the use of data as a tool for climate resiliency and adaptation planning
- Building synergies to issue early-warning alerts;
- Discovering a new vision for the sharing of climate and weather information across Africa with the launch of a UNDP publication on public-private partnerships;
- Building understanding and communicating capacity for severe-weather reporting;
- Focus on independent reporting.

The firm is also expected to :

- Aid in the building of partnerships between media and national hydro-meteorological organizations for dissemination of climate and weather data through the issuance of early warnings.
- Attend plenary sessions at the CIRDA-supported Zambia workshop and if requested chair up

to two plenary sessions.

- Facilitate access for journalists to developers from a planned hackathon that will develop applications on climate information.

Outputs/Deliverables:

- Journalist training agenda (10 days after contract signature);
- Curriculum and supporting materials on communicating weather and climate data, adaptation, early warning and severe weather reporting in collaboration with the UNDP CIRDA programme. Curriculum may contain workbooks, toolkits, support materials, powerpoints, exercises and research materials. (Draft by January 8, 2016 and final February 1, 2015)
- Streaming portal for virtual event (February 15, 2016)
- Journalist Training Workshop (March 15-17, 2016)
- Journalist Training executive summary including summary of main discussions and messages (April 15, 2016).
- Workshop Toolkit including the packaging of powerpoints, videos, stories generated via CIRDA website, partner sites for future trainings (April 15, 2016)

Working Arrangements

- The firm must be available for weekly progress calls.
- The firm will work from its office base to develop training materials, and will provide its own travel arrangements for travel to Zambia to deliver the training (flights, hotel, visa, etc.).
- The venue, conference package (lunches, water, basic stationary, projector and screen) and travel arrangements of journalist invitees to the event will be provided and paid for directly by UNDP;
- The firm will be given access to relevant information necessary for execution of the tasks under this assignment;
- The firm will be responsible for providing their own working station (i.e. laptop, internet, phone, scanner/printer, specific software, etc.) and materials;

Payment Schedule

- Payments will be made upon submission and approval of deliverables by the CIRDA manager and receipt of invoice from the Service Provider.

Outputs	Percentage	Timing
Agenda for the training	10%	10 days after contract signature
Curriculum and supporting material	15%	1 February 2016
Video streaming portal	10%	15 February 2016
Training	50%	15-17 March 2016
Executive summary of the event and workshop toolkit	15%	15 April 2016

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Competencies

- Demonstrates commitment to UNDP's vision, mission and values;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
- Excellent oral and written communication skills in English and French;
- Technical knowledge to perform effectively in own specialty;
- Exercise the highest level of responsibility and be able to handle confidential and politically sensitive issues in a responsible and mature manner;
- Cultural sensitivity and experience moderating meetings of culturally diverse and international groups.

Required Qualification/Experience

Expertise of the firm:

- At least 10 years relevant working experience in journalist training for international development or related field
- Demonstrable curriculum development on climate change, adaptation, early warnings, meteorology or related ;
- Familiar with international development, meteorology, climate change, and public-private partnerships.

Qualification of Key Personnel offered as per the criteria below : (please send P11s/CVs)

- Trainers must possess a Bachelor's Degree or equivalent in journalism, literature/english, international development, economics or other closely related field ;
- Experience working with UNDP other UN agency and/or international organizations ;
- Fluency in English ;
- Proficiency in French preferred.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[insert: Location].

[insert: Date]

To: Bonizella Biagini, CIRDA Manager, UNDP-GEF

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated *[specify date]*, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contact references;*
- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

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

D. **Cost Breakdown per Deliverable**

	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Journalist Training Agenda		
2	Journalist Training Curriculum and Material		
3	Identification of 11 participants		
4	Conducting Journalist Training		
5	Video streaming		
6	Executive summary and packaging material from the event		
	Total		

E. **Cost Breakdown by Cost Component** *[This is only an Example]:*

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services				
a. Trainers				
b. Streaming				
II. Travel cost (flights, lodging, visa, etc.)				
1. Team delivering training				
III. Equipment and material				
1. <i>please specify</i>				
III. Other Related Costs				
1. <i>please specify</i>				
Total				

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

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.

INSTITUTIONAL CONTRACT

Contract No.: _____

Organizational Unit _____

Amendment No.: _____

BAC:

Country: _____

Contract entered into between the United Nations Development Programme and:

_____ (Hereinafter referred to as
the Contractor)

Address: _____

Telephone No: _____

1. Work Assignment:

This Contract shall commence on the _____, and shall expire on the satisfactory completion of the services described above, but not later than _____, unless sooner terminated under the Terms of this Contract. This contract is subject to the UNDP General Terms and Conditions.

2. Consideration – As full consideration for the services performed by the Contractor under the terms of this Agreement the United Nations Development Programme shall pay the Contractor upon certification that the services have been satisfactorily performed:

(a) **A fee of:** _____

Total Fee: _____

(b) Where two currencies are involved, the rate of exchange shall be the official rate applied by the UNDP on the day the UNDP instruct its Bankers to effect the payment(s);

(c) The fee is payable in installments upon certification of satisfactory performance at each phase.

PHASE

AMOUNT

3. Security –

3.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

3.2 The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

3.3 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 3.1 above.

4. Audit and investigations-

4.1- Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

4.2- The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP

access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

5. Anti-terrorism

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

I acknowledge that I have read and accept the conditions on reverse.

Contractor Title: _____

Signature:

Date:

Authorized Officer: _____

On behalf of the UNDP

Signature:

Date: