



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE
IRQ10/IC – 095/16

Post Title	Livelihood Development Consultant
Financing Project	Iraq Crisis Response & Resilience Programme (ICRRP)
Duty Station	Baghdad with travel to Ninewa, Salah al-Din, Diyala, and other governorates in South and Central Region.
Position Level:	International Consultancy
Languages Required	English (Arabic is strong advantage)
Duration of Assignment:	60 Working Days in the period of three months (with possible extension if required)
Deadline for submission	6 September 2016
Expected Start Date:	15 September 2016

1. Background:

In response to the on-going crisis, UNDP has launched the Iraq Crisis Response and Resilience Programme (ICRRP), focusing on: 1) coordination, 2) basic services and accountability, 3) livelihoods recovery, 4) women's protection and 5) social cohesion. The overall objective of this programme is to build the resilience of the communities that are most affected by the displacement of refugees and IDPs.

In order to make the affected population more self-reliant and less dependent on external aid, livelihoods support is a corner stone of the UNDP crisis response. UNDP focuses on both emergency livelihoods and sustainable employment and business creation for local economic recovery. UNDP is therefore supporting livelihood creation and local economic recovery efforts aimed to: i) provide access to income-earning and employment opportunities as well as other livelihoods assets; ii) recover local markets and businesses to create economic resilience for the affected communities and people; and iii) support more diversified livelihoods opportunities, enterprise recovery and skills development for the most vulnerable groups within communities, to strengthen their resilience beyond the crisis.

Recently, some places which used to be occupied by Armed Oppositions Groups (AOGs) such as ISIL, have been liberated by military operation, and there have been an increasing number of reports of IDP returns to Tikrit, Ninawa, Diyala, Salah al Din and other liberated areas. The Prime Minister's office has approached the UNDP for stabilization and recovery support in these Newly Liberated Areas (NLAs). ICRRP was requested to undertake rapid recovery response for the returnees in the NLAs by resorting public services, securing livelihoods and reviving local

markets, and promoting conflict mitigations and social cohesion, which establish foundation of safe and voluntary return of displaced populations as well as rebuilt people's lives in these areas.

In order to launch livelihood interventions in a swift and effective manner in the NLAs covered by ICRRP, it is vital to develop and implement interventions that can exert catalytic effects and ensure effective targeting on the beneficiaries with urgent needs, while ICRRP continue to support livelihood activities for IDPs in South and Central Regions of Iraq, particularly in Baghdad, Basra, Karbala and Najaf To this end, UNDP requires high-quality technical expert to assess and analyse the current socio-economic situation in the NLAs, develop interventions and monitor the progress of these interventions.

Important note for email submissions: Please put reference No. 150/2015, in the subject line along with the title of the consultancy. Further, our system will not accept emails those are more than 3 MB size. If required, segregate your emails to accommodate email data restrictions. For segregate emails please use sequence of emails like Email 1, Email 2 in the subject line. For attachment purposes please only use MS Word, Excel, Power Point or PDF formats.

If you request additional information, please write to Mr. Ijaz Hussain ijaz.hussain@undp.org the team will provide necessary information within due date. However, any delay in providing such information will not be considered a reason for extending the submission date. All/any query regarding the submission of the required documents may be sent prior to the deadline at the e-mail/address mentioned above.

The required documents should be sent through e-mail at IC1.undp.iq@undp.org latest by

6 September 2016, by 1400 hours. Applications received after due date and time will not be considered.

Note: Applications received without the required documents will not be entertained.

2. Scope of Work

Livelihood Development Consultant is expected to provide technical expertise to design the project interventions and establish implementation arrangements for these interventions in particularly in Newly Liberated Areas in Ninewa, Salah Al-Din, and Diyala as well as in the areas concentrated with IDPs in South and Central Regions (S&C Regions).

The key results at the end of the assignment period will include:

- The current socio-economic and livelihood situation on returnees, IDPs and local communities to be assessed with the existing assessments/data as well as field visits to identify livelihood needs of people in the targeted areas
- Stakeholder mapping conducted to identify the key partners for UNDP activities
- Catalytic entry points for livelihood interventions for UNDP livelihood activities identified
- Suitable implementation arrangements identified (including drafting TOR for NGOs, assessing the NGOs, processing the implementation agreement)
- Monitor progress of livelihood interventions and compile reports

3. Expected outputs

Under the direct supervision of ICRRP Livelihood Technical Specialist, the consultant will undertake the following tasks:

A. Assessment on the socio-economic/livelihood status in NLAs

- Conduct desk review on the relevant data and research documents
- Undertake field visits and conduct dialogue sessions with potential beneficiaries to identify priority livelihood needs
- Identify critical socio-economic and other factors to restore livelihoods and local economy with conflict-sensitive approach
- Regularly update conflict sensitivity analysis on the key stakeholders who may be affected by the project activities

B. Stakeholder Mapping and Networking Facilitation

- Conduct consultations with the relevant UN agencies, Government Institutions, and NGOs to identify the key stakeholders and main actors in the target areas
- Continuously engage all major stakeholders in the related areas, including the government counterparts, local business associations, community based organizations, UN agencies and the international community
- Identify potential partners and interested parties who would contribute to achievement of the project activities
- Regularly conduct focal group discussions with potential stakeholders/beneficiaries to ensure that the project activities will address their priority needs
- Develop the beneficiary selection criteria for optimal results of the project activities based on “Do-No-Harm” principles.

C. Development of Livelihood Project Activities

- Keep abreast on the existing livelihood activities conducted by other organizations and analyse the lessons learnt
- Regularly conduct consultations with relevant parties to identify the need gaps and UNDP’s entry points for catalytic effects
- Formulate the livelihood activity projects for the targeted areas
- Design an action plan for each livelihood interventions in NLAs
- Provide policy advice to strengthen synergies and partnerships with other ICRRP components and UNDP projects for greater positive impacts.

D. Facilitation of Activity Implementation Arrangements

- Design the detailed implementation arrangements of the identified livelihood interventions in NLAs including potential implementing partners, methodologies, and coordination mechanisms, in accordance with UNDP’s rules and regulations
- Develop TOR and facilitate selection/procurement process of implementing partners
- Review proposals from potential partners and facilitate selection process of the Responsible Parties
- Facilitate the agreement formulation process with proper documentations
- Establish an effective monitoring mechanisms for implementing partners

E. Monitoring and Reporting on Livelihood Interventions

- Conduct monitoring visits in NLAs to assess the progress of the interventions. Notify ICRRP Livelihood Technical Specialist or ICRRP Programme Manager on impediments and abnormalities.

- Collect and analyse the reports submitted by Responsible Parties to monitor the progress of livelihood interventions
- Prepare reports, information materials, and publications on the project activities on ICRRP's livelihood interventions, particularly in NLAs
- Keep abreast on the socio-economic situations in the target areas and regularly review the risk associated with activity implementation

4. Deliverables:

Deliverables	Location	Target Date
1. Livelihood Needs Assessment	Baghdad with frequent travel to governorates in South/Central	End of the 1 st month (additional during the contract period as per instruction)
2. Reports (at least one in Ninewa, Salah Al-Din, and Diyala)		
3. List of Stakeholders/Partners in the target areas		End of the 1 st month (additional during the contract period as per instruction)
4. Project proposals finalized with respective Responsible Parties		End of the 2 nd month (additional during the contract period as per instruction)
4. Monitoring Reports on livelihood activities in NLAs and S & C regions		At the end of every months during the contract period
5. Recommendation notes on implementation strategy for livelihood initiatives in NLAs		At the end of contract

5. Office Facilities:

- The Consultant will be based in UNDP Baghdad Office located with regular visit to UNDP Erbil office. He/she will spend time, as required in the UNDP office in the UN compound.
- The consultant is expected to bring their laptop with them.
- Consultant is expected to come well-equipped with their own technological solutions (i.e. roaming mobile, personal email address).
- Office Supplies and Printing Facilities: UNDP will provide office supplies and printer facilities only when presented inside the UNDP Iraq office premises.
- Communication Facilities: UNDP will provide access to internet only when presented inside the UNDP Iraq office premises only.

6. Duty Station:

The consultant will be based in Baghdad with travel to Baghdad, Ninewa, Salah Al-Din, Diyala and other areas in Iraq. Occasional mission trips to UNDP Iraq-Erbil Office.

7. Duration of Assignment: 60 Working Days during three months (20 days per month)

8. Application Process and Selection Criteria

8.1 Technical Proposal

The technical proposal should include the following:

- a) Signed Proposal Submission Form (Please use Annex 1)
- b) A letter explaining why he/she consider himself/herself the most suitable candidate for the work.
- c) Personal CV including past experience in similar projects and at least 3 recent references. Please use the attached CV Form – Annex 2. UNDP- Iraq reserves the right to disqualify any of CVs who are not compliant with the requested form.
- d) Description of approach to the work/duties described Section 3 and work plan outlining and detailing the proposed steps required (max. 5 pages)

8.2 Financial proposal:

The financial proposal specifies a daily fee and travel expenses quoted in separate line items:

The daily fee is all-inclusive and shall take into account various expenses incurred by the consultant/contractor during the contract period:

- Consultant daily rate
- Health insurance as applicable
- Risks and inconveniences related to work under hardship and hazardous conditions
- Any other relevant expenses related to the performance of services under the Individual Contract arrangement.

Kindly note that:

Living Allowance: Travel to Baghdad and accommodation will be arranged by the project. Living cost should not exceed USD59.4 per night in Baghdad.

Travel Cost: The Consultant is required to travel to Erbil at the beginning of the assignment. The official travels to Baghdad and other places in Iraq will be paid by the Project during the assignment. One round trip to/from Erbil at the beginning and end of the assignment can be included in Financial Proposal. In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed/paid.

Total Fees: Please use Annex 3 – Offeror's Letter: Breakdown of Costs form.

9. Criteria for Selection of the Best Offer

The Individual consultant will be evaluated based on the following Combine Scoring Method – where the qualifications and methodology will be weighted a maximum of 70%, and combined with the price offer which will be weighted with a maximum of 30%. Interview may be held to confirm technical and work competencies among the candidate passed the technical evaluation.

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

- a) Responsive/compliant/acceptable, and
- b) Achieving the highest combined score (financial and technical).

The following criteria shall serve as basis for evaluating offers:

	Criteria	weight
1	Master Degree in Social Science, Economics, Business Management	15
2	Experience on employment creation, emergency livelihoods interventions, cash-for-work activities, economic recovery	30
3	Experience in post conflict environment is a strong advantage. Knowledge of socio-economic, culture, and community development issues in Iraq is an asset.	20
4	Proven experience in result-based project management and reporting. Prior experience on monitoring and evaluation is an asset.	20
5	Fluency in English.	5
	Knowledge on Arabic	5
	Total	100

13. Qualifications and Requirements:

Education:

- Advanced degree (Master degree) in Economics, International Development, Business, or other relevant topic

Work Experience

- Minimum 5 years of relevant experience in economic development, livelihood enhancement, or poverty reduction
- Strong knowledge on employment creation, emergency livelihoods interventions, cash-for-work activities, economic recovery
- Experience in post conflict environment is a strong advantage. Knowledge of socio-economic, culture, and community development issues in Iraq is an asset.
- Experience in assessing and analysing issues of economic development and poverty alleviation.
- Experience with diverse projects – in complex environments, involving multi-disciplinary teams, broad ranges of stakeholders, and within volatile security situations – is strongly preferred
- Previous working experience with international organizations such as UNDP and/ or other UN agencies is an asset.
- Strong knowledge on Result-based Project Management.
- Experience in other Middle-East and post-conflict countries is an asset

ANNEXES

ANNEX 1- PROPOSAL SUBMISSION FORM

ANNEX 2- P 11 FORM TEMPLATE

ANNEX 3-OFFEROR's LETTER & BREAKDOWN OF COSTS

Proposal Submission form

Dear Sir/Madam,

Having examined the TOR, the receipt of which is hereby duly acknowledged, I undersigned, offer to provide Individual Consulting to _____,

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 _____ **days** from the date fixed for opening of proposal in the invitation for proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I understand that UNDP is not bound to accept any proposal you may receive.

Dated this day/month of year

Signature

ANNEX-2

INSTRUCTIONS Please answer each question clearly and completely. Type or print in ink. Read carefully and follow all directions.		UNITED NATIONS DEVELOPMENT PROGRAMME PERSONAL HISTORY FORM <i>(for Service Contracts and Individual Contracts)</i>					
1. Family Name		First Name		Middle name		Maiden name, if any	
2. Date of Birth	Da Mo Yr	3. Place of Birth		4. Nationality (ies) at birth		5. Present nationality (ies)	
6. Sexe							
7. Height	8. Weight	9. Marital status					
		Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Widow <input type="checkbox"/> Divorced <input type="checkbox"/>					
10. Permanent address		11. Present Address (if different)			12. Office Telephone No. Office Fax No. Office E-mail No.		
Telephone No. Fax No.		Telephone No. Fax No.					
13. Do you have a spouse and/or children? YES <input type="checkbox"/> NO <input type="checkbox"/> if the answer is "yes", give the following information:							
NAME		Date of birth		Relationship		NAME	
14. Have you taken up any legal permanent status in any country other than that of your nationality? YES <input type="checkbox"/> NO <input type="checkbox"/> If the answer is "yes", which country?							
15. Have you taken any legal steps towards changing your present nationality? YES <input type="checkbox"/> NO <input type="checkbox"/> If answer is "yes", explain fully:							
16. Are any of your relatives employed by UNDP, any other UN organization or any other public international organization? YES <input type="checkbox"/> NO <input type="checkbox"/> If the answer is "yes", give the following information:							
NAME		Relationship		Name of International Organization			
17. What is your preferred field of work?							
18. KNOWLEDGE OF LANGUAGES. What is your mother tongue?							
OTHER LANGUAGES	READ		WRITE		SPEAK		UNDERSTAND
	Easily	Not Easily	Easily	Not Easily	Fluently	Not Fluently	Easily

19. For clerical grades only <i>Indicate speed in words per minute</i>					<i>List any office machines or equipment you can use</i>			
Typing Shorthand	English	French	Other languages					

20. EDUCATIONAL. Give full details - N.B. Please give exact titles or degree in original language.

A. UNIVERSITY OR EQUIVALENT Please do not translate or equate to other degrees.

NAME, PLACE AND COUNTRY	ATTENDED FROM/TO		DEGREES and ACADEMIC DISTINCTIONS OBTAINED	MAIN COURSE OF STUDY
	Mo./Year	Mo./Year		

B. SCHOOLS OR OTHER FORMAL TRAINING OR EDUCATION FROM AGE 14 (e.g. high school, technical school or apprenticeship)

NAME, PLACE AND COUNTRY	TYPE	ATTENDED FROM/TO		CERTIFICATES OR DIPLOMAS OBTAINED
		Mo./Year	Mo./Year	

21. LIST PROFESSIONAL SOCIETIES AND ACTIVITIES IN CIVIC, PUBLIC OR INTERNATIONAL AFFAIRS

22. LIST ANY SIGNIFICANT PUBLICATIONS YOU HAVE WRITTEN (Do not attach)

23. EMPLOYMENT RECORD: Starting with your present function, list in reverse order every employment you have had. Use a separate block for each FUNCTION. Include also service in the armed forces and note any period during which you were not gainfully employed. If you need more space, attach additional pages of the same size. Give both gross and net salaries per annum for your last and present FUNCTION.

A. PRESENT FUNCTION (LAST FUNCTION, IF NOT PRESENTLY IN EMPLOYMENT)

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:

DESCRIPTION OF YOUR DUTIES

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B. PREVIOUS FUNCTION (IN REVERSE ORDER)

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				

NAME OF EMPLOYER:		TYPE OF BUSINESS:	
ADDRESS OF EMPLOYER:		NAME OF SUPERVISOR:	
		NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:	REASON FOR LEAVING:
DESCRIPTION OF YOUR DUTIES			

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				

24. DO YOU HAVE ANY OBJECTIONS TO OUR MAKING ENQUIRIES OF YOUR PRESENT EMPLOYER? YES ☐ NO ☐

25. ARE YOU NOW, OR HAVE YOU EVER BEEN A PERMANENT CIVIL SERVANT IN YOUR GOVERNMENT'S EMPLOY? YES ☐ NO ☐
If answer if "yes", WHEN?

26. REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.
Do not repeat names of supervisors listed in item 24.

FULL NAME	FULL ADDRESS	BUSINESS OR OCCUPATION

27. STATE ANY OTHER RELEVANT FACTS IN SUPPORT OF YOUR APPLICATION. INCLUDE INFORMATION REGARDING ANY RESIDENCE OUTSIDE THE COUNTRY OF YOUR NATIONALITY.

28. HAVE YOU BEEN ARRESTED, INDICTED, OR SUMMONED INTO COURT AS A DEFENDANT IN A CRIMINAL PROCEEDING, OR CONVICTED, FINED OR IMPRISONED FOR THE VIOLATION OF ANY LAW (excluding minor traffic violations)? YES ☐ NO ☐
If "yes", give full particulars of each case in an attached statement.

29. I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

DATE: _____ SIGNATURE: _____

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.

**GENERAL CONDITIONS OF CONTRACT
FOR THE SERVICES OF INDIVIDUAL CONTRACTORS**

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

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

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

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any

person, shall give rise to grounds for termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

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

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Contract

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to

take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

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

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

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

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

all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

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

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

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

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

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

considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

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

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

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

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

preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

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

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

15. TAXATION: Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. AUDITS AND INVESTIGATIONS:

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

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

17. SETTLEMENT OF DISPUTES:

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

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

18. **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.

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