



## ADVERTISEMENT

### INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

**Local Consultant – Artisan/Small Enterprise/Master Trainers to provide Technical Skills training to Youths in Kono**

**Date: 29<sup>th</sup> November 2016**

**Procurement Notice No.: SLE/IC/2016/019**

**Country: Sierra Leone**

**Description of the assignment: Local Consultant – Artisan/Small Enterprise/Master Trainers to provide Technical Skills training to Youths in Kono**

**Project Name: EENRM**

**Period of assignment: 270 Days**

Proposal should be submitted at the following address, UNDP, 55 Wilkinson Road, Freetown, Sierra Leone or by email to [procure.sle@undp.org](mailto:procure.sle@undp.org) no later than 10.00 am Local Time, 9<sup>th</sup> December 2016.

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. UNDP Sierra Leone will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

#### 1. BACKGROUND

The United Nations Development Programme is committed to assisting national Governments to improve the lives of its citizens, especially the poorest and most vulnerable, and to ensure a future that offers equality, dignity and opportunity for all.

With funds from the Sustainable Development Goal Fund (SDG-F) secretariat, UNDP Sierra Leone is implementing a joint FAO/UNDP two-year project "Enabling Sustainable Livelihoods through Improved Natural Resource Governance and Economic Diversification in the Kono District", Eastern Sierra Leone. The project is implemented within the framework of a UN multi-agency Area-Based Development (ABD) approach that focuses on two broad interlinked intervention areas aiming to enhance sustainable, inclusive governance of natural resources and diversification of sustainable livelihood opportunities in one of the most mineral-rich, but least developed areas in the country.

The project is designed with a strong focus on achieving tangible results by building on and complementing previous or ongoing activities of UNDP, FAO, and other partners. Its outcomes include:

- Inclusiveness, accountability and transparency in natural resources management;

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- Livelihoods of vulnerable groups improved through economic diversification.

Amongst the many activities to realize these outcomes, the project will offer technical skills trainings to youths in Kono by working in partnership with local artisans and training institutions for specific practical, theoretical trainings and job experiences. This will enhance effective acquisition of viable skills and knowledge to youths hence placing them in an advantage position for alternative job market.

To accompany the effectiveness of this task, local consultancies are required to offer youths skills trainings to compound their advantage of being self-reliant and able to manage their own businesses as well as becoming self or waged employed. Thus the consultancies will aim to produced well trained youths capable of starting, managing and sustaining a business.

## 2. DUTIES AND RESPONSIBILITIES

The individuals (as Master artisan's/Master trainers) or small enterprise are to provide youth trainings in the following skills:

1. Auto-mechanics for light vehicles, heavy duty machines, heavy duty vehicles and agriculture machines
2. Auto-mechanics for motor bikes
3. Welding and designs and construction works with aluminum
4. Designs and construction of roman pillars, baluster designs and construction and fabrication and construction of baked mud bricks.
5. Refrigerator and air condition repairs and maintenance
6. Driving of heavy duty trucks

Specifically, the consultant will:

- i) Ensure youths are provided with appropriate skills to render them employable.
- ii) Provide theoretical (20% of training time) and practical (80%) training sessions.
- iii) Provide specialized support, recommendation(s) and placement/apprenticeship (where available) for trainees as a way of helping them to secure paid employment.
- iv) Shall ensure transparency and accountability in service delivery.
- v) Apply all safety measures to prevent harm to the trainees and the environment.
- vi) Produce, use and follow a simplified training manual in area of training.

In addition to the above, the tasks for the consultancies will also include:

- 1.1 Review, adaptation and production of training manual
- 1.2 Assessment of trainees' capacities and dividing them into groups
- 1.3 Design of timetable and allocating trainees to fit timetable
- 1.4 Facilitating training sessions for trainees based on agreed number of hours per day and number of days per week.

These will be through a series of strategically focused technical training sessions and customized training activities that will enhance capacities of the youths for starting, managing and sustaining a business.

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### 3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

#### Academic Qualifications:

- A minimum of a recognized certificate in the vocational or technical field applying for the skills training
- Certificate or diploma from a recognized institution or training enterprise
- A proven track record of good work in locality

#### Years of experience:

- 5 years relevant working experience
- Strong experience in facilitating skills trainings for youths
- Experience in working with youths

#### Language and other skills:

- Fair knowledge of English Language, including the ability to communicate clearly, make presentations and group interactions;
- Capacity to communicate fluently with different stakeholders (youths, civil society, government authorities, local communities, project staff); and

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

Interested individual consultants must submit the following documents/information to demonstrate their qualifications. Please group them into **one (1) single PDF document** as the application only allows to upload maximum one document:

- Completed P11 Form
- Financial proposal

Incomplete proposals may not be considered.

- Brief cover letter.
- Personal CV, indicating academic background, professional experience, relevant website links (e.g. LinkedIn, personal website, reports produced, etc.), as well as the contact details (email address and phone number) of at least three professional references.
- Brief description (max. 2 pages) of the proposed methodology on how to complete the assignment.
- Financial proposal that indicates the all-inclusive fixed total contract price supported by a breakdown of costs (including professional fee, critical equipment's not available with trainer but needed for quality training delivery, and specified other costs if applicable)

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6.Evaluation Criteria

Criteria	Weight	Max. Point
Technical Competence (based on CV, Proposal and interview (if required))	70%	100
<ul style="list-style-type: none"><li>Understanding the Scope of Work (SoW); comprehensiveness of the methodology/approach; organization &amp; completeness of the proposal, analysis and clarity of strategy on accomplishing task</li></ul>		30
<ul style="list-style-type: none"><li>Relevant educational background / institutional expertise, and strong analytical and strategic skills particularly applied to youth skills training</li></ul>		10
<ul style="list-style-type: none"><li>Demonstrated knowledge relevant to youth skills training, establishing and management such self-businesses and sustaining them</li></ul>		10
<ul style="list-style-type: none"><li>Methodology of approach in accomplishing the consultancy including specifics on conducting and facilitating sessions with youth engagement strategy for the training session, timeline, and strategies addressing possible risks and barriers and management responses.</li></ul>		20
Financial (Lower Offer/Offer*100)	30%	30
Total Score	Technical Score * 70% + Financial Score * 30%	

- ANNEX 1

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TERMS OF REFERENCE (TOR)
- ANNEX 2

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INDIVIDUAL CONSULTANT’S GENERAL TERMS AND CONDITIONS

Carine Yengayenge  
Deputy Country Director

30/11/2016

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Empowered lives.  
Resilient nations.

Sierra Leone

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**TERM OF REFERENCE (ToR)  
FOR THE RECRUITMENT OF INDIVIDUAL CONTRACTOR (IC)**

**GENERAL INFORMATION**

**Services/Work Description:** Artisans/Small Enterprise/Master Trainers to provide technical skills trainings to youths in Kono

**Project/Program Title:** Enabling Sustainable Livelihoods through Improved Natural Resource Governance and Economic Diversification in the Kono District, Sierra Leone

**Post Title:** Local Consultant (LC) – Kono Based

**Consultant Level:** Level B (Specialist)

**Duty Station:** Koidu City- Kono District, Sierra Leone

**Expected Places of Travel:** None

**Duration:** Variable as per skill in scope of work and deliverables (ranging from 2 to 9 months as per durations specified below)

**Expected Start Date:** January -September 2017

**I. BACKGROUND / PROJECT DESCRIPTION**

The United Nations Development Programme is committed to assisting national Governments to improve the lives of its citizens, especially the poorest and most vulnerable, and to ensure a future that offers equality, dignity and opportunity for all.

With funds from the Sustainable Development Goal Fund (SDG-F) secretariat, UNDP Sierra Leone is implementing a joint FAO/UNDP two-year project “Enabling Sustainable Livelihoods through Improved Natural Resource Governance and Economic Diversification in the Kono District”, Eastern Sierra Leone. The project is implemented within the framework of a UN multi-agency Area-Based Development (ABD) approach that focuses on two broad interlinked intervention areas aiming to enhance sustainable, inclusive governance of natural resources and diversification of sustainable livelihood opportunities in one of the most mineral-rich, but least developed areas in the country.

The project is designed with a strong focus on achieving tangible results by building on and complementing previous or ongoing activities of UNDP, FAO, and other partners. Its outcomes include:

- Inclusiveness, accountability and transparency in natural resources management;
- Livelihoods of vulnerable groups improved through economic diversification.

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Amongst the many activities to realize these outcomes, the project will offer technical skills trainings to youths in Kono by working in partnership with local artisans and training institutions for specific practical, theoretical trainings and job experiences. This will enhance effective acquisition of viable skills and knowledge to youths hence placing them in an advantage position for alternative job market.

To accompany the effectiveness of this task, local consultancies are required to offer youths skills trainings to compound their advantage of being self-reliant and able to manage their own businesses as well as becoming self or waged employed. Thus the consultancies will aim to produced well trained youths capable of starting, managing and sustaining a business.

## **II. SCOPE OF THE WORK**

The individuals (as Master artisan's/Master trainers) or small enterprise are to provide youth trainings in the following skills:

7. Auto-mechanics for light vehicles, heavy duty machines, heavy duty vehicles and agriculture machines
8. Auto-mechanics for motor bikes
9. Welding and designs and construction works with aluminum
10. Designs and construction of roman pillars, baluster designs and construction and fabrication and construction of baked mud bricks.
11. Refrigerator and air condition repairs and maintenance
12. Driving of heavy duty trucks

Specifically, the consultancies will:

- vii) Ensure youths are provided with appropriate skills to render them employable.
- viii) Provide theoretical (20% of training time) and practical (80%) training sessions.
- ix) Provide specialized support, recommendation(s) and placement/apprenticeship (where available) for trainees as a way of helping them to secure paid employment.
- x) Shall ensure transparency and accountability in service delivery.
- xi) Apply all safety measures to prevent harm to the trainees and the environment.
- xii) Produce, use and follow a simplified training manual in area of training.

In addition to the above, the tasks for the consultancies will also include:

- 1.5 Review, adaptation and production of training manual
- 1.6 Assessment of trainees' capacities and dividing them into groups
- 1.7 Design of timetable and allocating trainees to fit timetable
- 1.8 Facilitating training sessions for trainees based on agreed number of hours per day and number of days per week.

These will be through a series of strategically focused technical training sessions and customized training activities that will enhance capacities of the youths for starting, managing and sustaining a business.

## **III. EXPECTED OUTPUTS AND DELIVERABLES**

Based on the scope of work outlined above, it is expected to deliver the following outputs:

- Maintain an attendance register for all trainees and submit a performance record to project unit for each trainee at the end of the training period.

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- Provide specialized support, recommendation(s) and placement/apprenticeship (where available) for trainees as a way of helping them to secure paid employment.
- Promote and protect the interest of trainees at all times.
- Ensure transparency and accountability in service delivery.
- Liaise with project team and other stakeholders on matters affecting the welfare of trainees and report accordingly.
- Demonstrate and enforce timeliness in the training hours for each working day.
- Properly use all working tools and materials provided by project For the benefit of all trainees
- Apply all safety measures to prevent harm to the trainees and the environment.
- Deliver short-term and flexible theoretical sessions relevant to skill being trained accounting for 20% of whole training and practical sessions accounting for 80%.
- Ensure that all participating youth have access to the relevant tools and equipment provided for quality delivery and practical exposure during practical sessions.
- Comply with the supervision and monitoring teams assigned by project unit.
- Ensure trainees are certified and support the certification process for trainees
- Produce monthly and final report to UNDP detailing work undertaken, with final report submitted not more than two weeks after completion of task.
- Ensure items procured for the training purposes are well maintained and passed over to trainees after graduation to enhance start of graduate trainees' enterprises as agreed with UNDP.

No.	Deliverables / Outputs	Estimated Duration to Complete	Review and Approvals Required (Indicate designation of person/Unit who will review output and confirm acceptance)
1	Auto-mechanics for light vehicles, heavy duty machines, heavy duty vehicles and agriculture machines	9 months	Yes- EENRM TL& PM
2	Auto-mechanics for motor bikes	8 months	Yes- EENRM TL& PM
3	Welding and designs and construction works with Aluminum	6 months	Yes- EENRM TL and PM
4	Designs and construction of roman pillars, baluster designs and construction and fabrication and construction of baked mud block.	4 months	Yes- EENRM TL and PM
5	Refrigerator& Air Condition Repairs and Maintenance	6 months	Yes- EENRM TL and PM
6	Driving of heavy duty trucks	2 months	Yes- EENRM TL and PM

**IV. INSTITUTIONAL ARRANGEMENT / REPORTING RELATIONSHIPS**

The Contractor will use his/her own training premises, materials and equipment's. Other Logistical support assistance with pre-meeting of trainees will be provided by UNDP. The contractor will be supervised directly by the SDG National Project Manager (UNDP) with support from the Team Leader

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EENRM. Monthly reports will be expected plus a final report detailing all consultancy activities. The contractor will work mainly with the trainees in Kono and selected PMC members in Kono to support PM in supervising the consultant.

#### **V. LOGISTICS AND ADMINISTRATIVE SUPPORT TO PROSPECT IC**

UNDP Kono Office will only monitor and supervise trainings and will not be responsible for any administrative support to any consultant.

#### **VI. DURATION OF THE WORK**

The entire duration of the work will be staggered over ten (10) months period including time for final report submission as per details in the deliverables/output table time lines. The work is expected to start in January 2017 and end in September of 2017.

#### **VII. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)**

##### **a. Academic Qualifications:**

- A minimum of a recognized certificate in the vocational or technical field applying for the skills training
- Certificate or diploma from a recognized institution or training enterprise
- A proven track record of good work in locality

##### **b. Years of experience:**

- 5 years relevant working experience
- Strong experience in facilitating skills trainings for youths
- Experience in working with youths

##### **c. Functional Competencies:**

- Demonstrated ability to work under high pressure conditions and meet dead lines
- Good interpersonal communication and coordination skills and a team player
- Strong analytical and strategic skills, particularly applied to skills trainings relevant to your specialized are of training
- Previous experience of trainings youths on similar activities for NGOs

##### **d. Language and other skills:**

- Fair knowledge of English Language, including the ability to communicate clearly, make presentations and group interactions;
- Capacity to communicate fluently with different stakeholders (youths, civil society, government authorities, local communities, project staff); and

##### **e. Compliance with UN Core Values:**

- Demonstrates integrity by modelling the UN's values and ethical standards
- Promotes the vision, mission, and strategic goals of UNDP;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability
- Treats all people fairly without favoritism;
- Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

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**Important Note:**

The Consultant is required to have the abovementioned professional and technical qualifications. Only the applicants who hold these qualifications will be shortlisted and contacted.

**QUALIFIED CANDIDATES ARE HEREBY REQUESTED TO APPLY. THE APPLICATION MUST CONTAIN THE FOLLOWING:**

- Brief letter of application.
- Personal CV indicating relevant professional experience
- Brief description (max. 2 pages) of the proposed methodology on how to complete the assignment.
- Financial proposal that indicates the all-inclusive fixed total contract price supported by a breakdown of costs (including professional fee, critical equipment's not available with trainer but needed for quality training delivery, and specified other costs if applicable)

**Applicants are encouraged to prepare their applications emphasizing on their relevant education, skills and experience required for this assignment. Methodologies must be subject oriented**

The information in the breakdown of the offered lump sum amount provided by the offer will be used as the basis for determining best value for money, and as reference for any amendments of the contract. The agreed contract amount will remain fixed regardless of any factors causing an increase in the cost of any of the components in the breakdown that are not directly attributable to UNDP.

**Please note that applications will only be considered if they include ALL of the items listed above. Also note that the UNDP job portal website only allows for one document to be uploaded, so please combine all of the abovementioned items into one single Word or PDF document before uploading. Only shortlisted the applicants will be contacted**

**VIII. CRITERIA FOR SELECTING THE BEST OFFER**

Upon the advertisement of the Procurement Notice, qualified Individual Consultant is expected to submit both the Technical and Financial Proposals. Accordingly; Individual Consultants will be evaluated based on Cumulative Analysis as per the following scenario:

- Responsive/compliant/acceptable, and
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation. In this regard, the respective weight of the proposals are:
  - a. Technical Criteria weight is 70%
  - b. Financial Criteria weight is 30%

Criteria	Weight	Max. Point
Technical Competence (based on CV, Proposal and interview (if required))	70%	100
<ul style="list-style-type: none"><li>• Understanding the Scope of Work (SoW); comprehensiveness of the methodology/approach; organization &amp; completeness of the proposal, analysis and clarity of strategy on accomplishing task</li></ul>		30
<ul style="list-style-type: none"><li>• Relevant educational background / institutional expertise, and strong analytical and strategic skills particularly applied to youth skills training</li></ul>		10

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• Demonstrated knowledge relevant to youth skills training, establishing and management such self-businesses and sustaining them		10
• Methodology of approach in accomplishing the consultancy including specifics on conducting and facilitating sessions with youth engagement strategy for the training session, timeline, and strategies addressing possible risks and barriers and management responses.		20
<b>Financial (Lower Offer/Offer*100)</b>	<b>30%</b>	<b>30</b>
<b>Total Score</b>	<b>Technical Score * 70% + Financial Score * 30%</b>	

#### IX. PAYMENT MILESTONES AND AUTHORITY

The prospective consultant will indicate the cost of services for each deliverable in SL Leone **all-inclusive<sup>1</sup> lump sum contract amount** when applying for this consultancy. The consultant will be paid based on the effective UN exchange rate (where applicable), and only after approving authority confirms the successful completion of each deliverable as stipulated hereunder.

The qualified consultant shall receive his/her lump sum service fees upon certification of the completed tasks satisfactorily, as per the following payment schedule:

Installment of Payment/ Period	Deliverables or Documents to be Delivered	Approval should be obtained	Percentage of Payment
1 <sup>st</sup> Installment	Upon signing the agreement with UNDP and approval of outline of the activities that the consultant will undertake to complete the assignment. Not later than 3 days after signing agreement	Yes	30 %
2 <sup>nd</sup> Installment	After review and approval by UNDP of critical equipment's or items (consumables and non-consumable) critical for enhancing quality training delivery. This is specifically for training with such requirements and will only cover such costs		
3 <sup>rd</sup> Installment	After submission and approval of mid-term report to UNDP by the consultant.	"	40 %
4 <sup>th</sup> Installment	After approval of final report to be submitted to UNDP by the Consultant not later than two weeks after completion of task	"	30%

#### X. RECOMMENDED PRESENTATION OF TECHNICAL PROPOSAL

For purposes of generating quotations whose contents are uniformly presented and to facilitate their comparative review, a prospect Individual Contractor (IC) should follow a standard **Table of Contents**. Therefore, prospective Consultant Proposal Submission must have at least all the major contents required

<sup>1</sup> The term "All inclusive" implies that all costs (professional fees, travel costs, living allowances, communications, consumables, etc.) that could possibly be incurred by the Contractor are already factored into the final amounts submitted in the proposal

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for a standard table of content.

#### **XI. CONFIDENTIALITY AND PROPRIETARY INTERESTS**

The Individual Consultant shall not either during the term or after termination of the assignment, disclose any proprietary or confidential information related to the consultancy service without prior written consent. Proprietary interests on all materials and documents prepared by the consultants under the assignment shall become and remain properties of UNDP.



**UNDP**

### **GENERAL CONDITIONS OF CONTRACT 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.

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#### **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.

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**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, **Local Consultant – Artisan/Small Enterprise/Master Trainers to provide Technical Skills training to Youths in Kono**

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:

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**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.

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**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.

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**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

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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.

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## **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

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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 Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

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