

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

Date _____

Resident Representative
United Nations Development Programme
107 – 108 Duke Street
Kingston,
Georgetown
GUYANA

Dear Sir/Madam:

I hereby declare that:

- A) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of [*Technical and Editorial Review and Updating* under the [*state project title*];
- B) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- C) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex I;
- D) I hereby propose to complete the services based on the following payment rate: [*please check the box corresponding to the preferred option*]:
 - ☐ An all-inclusive daily fee of [*state amount in words and in numbers indicating currency*]
 - ☐ A total lump sum of [*state amount in words and in numbers, indicating exact currency*], payable in the manner described in the Terms of Reference.
- E) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- F) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- G) This offer shall remain valid for a total period of _____ days [*minimum of 90 days*] after the submission deadline;

H) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*

I) If I am selected for this assignment, I shall *[please check the appropriate box]:*

- ☐ Sign an Individual Contract with UNDP;
- ☐ Request my employer *[state name of company/organization/institution]* to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:
-

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

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

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

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

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

K) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

L) *If you are a former staff member of the United Nations recently separated, please add this section to your letter.* I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.

M) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

O) Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

YES ☐ NO ☐ If the answer is "yes", give the following information:

Name	Relationship	Name of International Organization

P) Do you have any objections to our making enquiries of your present employer?

YES ☐ NO ☐

Q) Are you now, or have you ever been a permanent civil servant in your government's employ?

YES ☐ NO ☐ If answer is "yes", WHEN?

R) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Address	Business or Occupation

S) 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.

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.

Annexes *[please check all that applies]*

- ☐ CV shall include Education/Qualification, Professional Certification, Employment Records /Experience
- ☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
- ☐ Brief Description of Approach to Work (if required by the TOR)

BREAKDOWN OF COSTS¹
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A) Breakdown of Cost by Components:

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
II. Travel² Expenses to Join duty station			
Round Trip Airfares to and from duty station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

B) Breakdown of Cost by Deliverables*

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

**Basis for payment tranches*

¹ The costs should only cover the requirements identified in the Terms of Reference (TOR)

² Travel expenses are not required if the consultant will be working from home.

TERMS OF REFERENCE

Communications Expert

I. POSITION INFORMATION

Title:	Communications Expert (open to Guyana nationals only)
Type of Contract:	Individual Contract
Unit:	Energy, Environment and Extractive Industries
Duty station:	Georgetown, Guyana
Initial Contract Duration:	Six (6) months
Date of Issue:	March 06, 2020
Closing Date:	March 15, 2020
Expected Start Date:	April 1, 2020

II. BACKGROUND

Despite Dominica and Guyana's agriculture sectors being the primary industries for the two countries, the sector has constantly been affected by recurring disasters, such as hurricanes, flooding and droughts. The limited integration of gender analysis, climate and disaster risk resilience in agricultural practices has consistently undermined food security in the wake of natural hazards and the increasing impacts of climate change. Dominican local agricultural sector is also challenged by weak institutional capacity and limited availability of financing. Guyana shares similar factors that contribute to the vulnerabilities and risks of women and men in the agriculture sector, representing a real threat to sustainable socio-economic growth, and long-term peace and prosperity at the national level.

The three-year (2018-2021) Japanese Government funded project "Strengthening Disaster Management Capacity of Women in the Cooperative Republic Guyana and the Commonwealth of Dominica", aims to reduce these vulnerabilities by targeting three broad drivers of these problems, namely, gaps in gender analysis, hazard and risk data; limited integration of climate change and disaster risk planning and practices in the agriculture sector; and limited access to appropriate, sustainable finance for vulnerable small farmers and women's groups. To address these, vulnerability mapping and community-based and national level early warning systems will be developed and implemented, to increase the ability of remote vulnerable farmers, namely women, to prepare for weather and non-weather-related risks on timely-basis. This will be supported by capacity building at the national and local levels to ensure long-term sustainability. Long-term resilience will be enhanced through the integration of disaster risk mitigation and climate change adaptation practices and approaches into agricultural planning and practices. Finally, access to finance will be enhanced through an appropriate microfinance/microgrant framework and coordinated planning, which will create new market opportunities for rural farmers and provide the capital needed to exploit them, and also aim to promote gender transformation, women's leadership and empowerment.

In Guyana, women and indigenous groups vulnerable to natural hazards, including flooding, will be priority beneficiary targets in the geographical locations below:

- Covering 5 Administrative Regions: Mahaica-Berbice (Region 5), East-Berbice-Corentyne (Region 6), Cuyuni-Mazaruni (Region 7), Potaro-Siparuni (Region 8), and Upper Takutu-Upper Essequibo (Region 9).

III. SCOPE OF WORK

The Communications Expert will work in close collaboration with hazard prone communities, Regional Democratic Councils (RDCs), Neighbourhood Democratic Councils (NDCs), Farmers Groups, Women's Groups and other Government and Non-government officials, the media, multilateral and bilateral donors, civil society and other key stakeholders. The Communications Expert will be responsible for supporting the project's implementation through (1) ensuring effective UNDP and donor visibility, developing and implementing the project's communications strategy and (3) providing technical and related support to develop and implement related knowledge sharing initiatives. The communications expert will be responsible for ensure that all communications activities are in keeping with UNDP's communication and donor branding guidelines.

Summary of Key Functions:

Under the guidance of the Resident Representative in consultation with the Programme Analyst-Energy, Environment and Extractive Industries (EEEEI), and reporting directly to the Project Manager-Disaster Risk Management (DRM), the Communications Expert is expected to, and will be responsible for the:

- Development and implementation of a communications strategy, including implementation plan and budget.
- Maintenance of information and data related to the project for the purposes of evidence-based planning, decision making, monitoring, coordination, and communications
- Collection and preparation of materials to update the UNDP websites contents and knowledge management systems and products
- Facilitation of knowledge building and knowledge sharing for public communications and visibility

Develop and implement a communications strategy and plan in adherence to UNDP safeguards and standards focusing on achievement of the following results:

- Effective consultations with stakeholders to develop a communication strategy and plan for the project. These stakeholders should include, but are not limited to, the Ministry of Agriculture-Hydrometeorological Services, Civil Defence Commission, UNITAR Operational Satellite Applications Programme (UNOSAT) and UNDP.
- Increased awareness of the project and its donor through implementation of the communication strategy and plan.

- Development, preparation and piloting of materials for awareness-raising including but not limited to audio visuals, briefing materials, infographics, flyers and pamphlets, and press releases.
- Timely procurement actions towards implementing the Communications Strategy and related activities.
- In collaboration with the UNDP Project Manager and team, support main partners, including agencies mentioned above, to tailor their present communication materials (e.g. Weather Forecasts, Warnings etc.) for specific target audiences, in the context of executing project activities.
- Organization and facilitation of training sessions, publicity, advocacy, knowledge-sharing events and promotional opportunities for dissemination of information, including the provision of logistics support for such events.
- Review of reference materials and identification of reference materials for retention.

Ensures collection and preparation of materials for updating of websites content and maintenance of data bases and knowledge management systems focusing on achievement of the following results:

- In collaboration with UNDP and project team, prepare content on the project for the websites ensuring consistency of the materials.
- Documentation of project information, including, lessons learnt, stakeholders' engagements, minutes of technical meetings, training and investigation reports, video, photo libraries and other technical documents in relation the project components.
- Development and maintenance of a database of the above-mentioned information.

Ensures facilitation of knowledge building and management focusing on achievement of the following results:

- Identification and documentation of best practices and lessons learned.
- Development and implementation of methodology to assess effectiveness of Communications Strategy.
- Documentation and reporting of the effectiveness of Communications Strategy and outline recommendations for improvement as necessary.

IV. EXPECTED OUTPUTS

Deliverables/ Outputs	Target Due Dates
Interim Workplan	April 11, 2020
One story on a project or initiative drafted for the UNDP website, one press release drafted to promote project activities, and one awareness-raising material	April 30, 2020

including but not limited to audio visuals, briefing materials, infographics, flyers and pamphlets.	
One story on a project or initiative drafted for the UNDP website, one press release drafted to promote project activities, and one awareness-raising material including but not limited to audio visuals, briefing materials, infographics, flyers and pamphlets. A communication strategy and costed implementation plan for the project.	May 31
One story on a project or initiative drafted for the UNDP website, one press release drafted to promote project activities, and one awareness-raising material including but not limited to audio visuals, briefing materials, infographics, flyers and pamphlets. 3 templates for tailored information bulletins/communication materials of stakeholder agencies (Ministry of Agriculture-Hydrometeorological Services, Civil Defence Commission) for targeted audiences (e.g. Women) in the project's target regions. One quarterly newsletter on project activities.	June 30, 2020
One story on a project or initiative drafted for the UNDP website, one press release drafted to promote project activities, and one awareness-raising material including but not limited to audio visuals, briefing materials, infographics, flyers and pamphlets. Organize and facilitate one knowledge-sharing event/promotional opportunity for dissemination of project information, including the provision of logistics support.	July 31, 2020
One story on a project or initiative drafted for the UNDP website, one press release drafted to promote project activities, and one awareness-raising material including but not limited to audio visuals, briefing materials, infographics, flyers and pamphlets. Organize and facilitate one knowledge-sharing event/promotional opportunity for dissemination of project information, including the provision of logistics support.	August 31, 2020
One story on a project or initiative drafted for the UNDP website, one press release drafted to promote project activities, and one awareness-raising material including but not limited to audio visuals, briefing materials, infographics, flyers and pamphlets. One quarterly newsletter on project activities.	September 30, 2020

V. INSTITUTIONAL ARRANGEMENTS

Direct Supervisor: Project Manager-Disaster Risk Management, UNDP in consultation with the Programme Analyst, Energy, Environment and Extractive Industries and under the overall guidance of the Resident Representative, UNDP.

The Contractor will work from home; however, office space will be provided when needed.

The Contractor will be the communication focal point for the Guyana project component and will be responsible for collaborating with the Commonwealth of Dominica component, to foster maximized impact of communication activities as needed.

If travel is required for field work in Guyana, the costs will be covered by the project. Approval must be sought from the Project Manager before any travel is executed.

VI. DURATION OF WORK

The contract will be awarded for six months.

VII. DUTY STATION

The consultant will be based in Guyana with extensive travel to coastal and interior locations within the project's target regions.

VIII. COMPETENCIES

Core Competencies:

- Demonstrating/safeguarding ethics and integrity;
- Demonstrate corporate knowledge and sound judgment;
- Self-development, initiative-taking;
- Acting as a team player and facilitating teamwork;
- Facilitating and encouraging open communication in the team, communicating effectively;
- Creating synergies through self-control;
- Managing conflict;
- Learning and sharing knowledge and encourage the learning of others;
- Promoting learning and knowledge management/sharing is the responsibility of each staff member;
- Informed and transparent decision making.

IX. REQUIRED SKILLS AND EXPERIENCE

Education:

- Bachelor's degree in Communication, Journalism, Public Relations or related field (Master's degree preferred); or equivalent professional work experience in the communication area.

Experience:

- Five (5) years of relevant experience at the national level in providing communication packages to promote the activities of international development organization;
- Experience working with hinterland and coastal communities;
- Experience in the usage of computers and office software packages (MS Word, Excel, Coral Draw etc.);
- Videography and photography skills;
- Excellent social media skills;

- Experience in handling of web-based management systems;
- Knowledge of Early Warning Systems and/ or Weather Forecasting would be an asset;

Language:

- Fluency in English Language.

X. SCOPE OF PRICE PROPOSAL AND SCHEDULE OF PAYMENTS

The Individual Contractor should send the financial proposal based on a lump-sum amount for the delivery of the outputs identified in the table below. The total amount quoted shall be “all-inclusive”; all costs (e.g. includes professional fees, communication, travel costs to and from the place of work, meeting with stakeholders in Georgetown etc) that could possibly be incurred by the Contractor must be factored into the final amounts submitted in the proposal. Payments will be done upon satisfactory completion of the deliverables by target due dates. If travel is required for field work in Guyana, the costs will be covered by the project. Approval must be sought from the Project Manager before any travel is executed. The contract price is fixed regardless of changes in the cost components.

Deliverables/ Outputs	Tranche Payment
Interim Workplan	-
One story on a project or initiative drafted for the UNDP website, one press release drafted to promote project activities, and one awareness-raising material including but not limited to audio visuals, briefing materials, infographics, flyers and pamphlets.	15%
One story on a project or initiative drafted for the UNDP website, one press release drafted to promote project activities, and one awareness-raising material including but not limited to audio visuals, briefing materials, infographics, flyers and pamphlets. A communication strategy and costed implementation plan for the project.	20%
One story on a project or initiative drafted for the UNDP website, one press release drafted to promote project activities, and one awareness-raising material including but not limited to audio visuals, briefing materials, infographics, flyers and pamphlets. 3 templates for tailored information bulletins/communication materials of stakeholder agencies (Ministry of Agriculture-Hydrometeorological Services, Civil Defence Commission) for targeted audiences (e.g. Women) in the project’s target regions. One quarterly newsletter on project activities.	20%
One story on a project or initiative drafted for the UNDP website, one press release drafted to promote project activities, and one awareness-raising material including but not limited to audio visuals, briefing materials, infographics, flyers and pamphlets. Organize and facilitate one knowledge-sharing event/promotional opportunity for dissemination of project information, including the provision of logistics support.	15%

One story on a project or initiative drafted for the UNDP website, one press release drafted to promote project activities, and one awareness-raising material including but not limited to audio visuals, briefing materials, infographics, flyers and pamphlets. Organize and facilitate one knowledge-sharing event/promotional opportunity for dissemination of project information, including the provision of logistics support.	15%
One story on a project or initiative drafted for the UNDP website, one press release drafted to promote project activities, and one awareness-raising material including but not limited to audio visuals, briefing materials, infographics, flyers and pamphlets. One quarterly newsletter on project activities.	15%

XI. CRITERIA FOR SELECTION OF THE BEST OFFER

Offers will be evaluated based on combined scoring method – where the Technical Proposal will be evaluated based on qualifications in the CV. The Technical evaluation is weighted a max. of 70%. The Financial Proposal that will be evaluated through submission of the Offeror's Letter to UNDP Confirming Interest and Availability for the IC including Financial Proposal Template and combined with the price offer will be weighted a max of 30%.

For the evaluation of the Technical Proposal, the selection of the successful consultant must be based in the following qualifications (with the appropriate obtainable points):

Qualifications	Points
Education	
Bachelor's degree in Communication, Journalism, Public Relations or related field (Master's degree preferred); or equivalent professional work experience in the communication area.	30
Experience	
Five (5) years of relevant experience at the national level in providing communication packages to promote the activities of international development organization;	35
<ul style="list-style-type: none"> Experience working with hinterland and coastal communities; 	5
<ul style="list-style-type: none"> Experience in the usage of computers and office software packages (MS Word, Excel, Coral Draw etc.); 	5
<ul style="list-style-type: none"> Videography and photography skills; 	5
<ul style="list-style-type: none"> Excellent social media skills; 	5
<ul style="list-style-type: none"> Experience in handling of web-based management systems; 	5
<ul style="list-style-type: none"> Knowledge of Early Warning Systems and/ or Weather Forecasting would be an asset. 	5
Language	
Excellent command in written and spoken English	5
Total	100

Applicants who receive a minimum score of 70 points and above from the assessment of the CV will be qualified for the assessment of the Financial Proposal.

Financial Evaluation.

- The lowest financial offer among technically compliant candidates will be given the maximum score of thirty (30) points and the remaining offers will be assigned a score in inverse proportion. The candidate who obtains the highest cumulative score by adding both the weighted technical score and the financial score will be selected.

XII. SUBMISSION OF APPLICATION

Please complete and submit to procurement.gy@undp.org Deadline for submission of application is **15 March 2020 on or before 23:59 hrs.**

Subject caption **“Communication Expert”**

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 their engagement of such persons or entities.

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

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

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

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

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to, or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual

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

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award of the Contract.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air. UNDP may require the Individual contractor to submit a "statement of good health" from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual contractor shall provide such a statement as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is

performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

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

7. SUBCONTRACTORS: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

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

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

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

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any

event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

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

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

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

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

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

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

16. AUDITS AND INVESTIGATIONS: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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

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

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

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

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