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ADVERTISEMENT

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

International Consultant: To Develop the Centre for Parliamentary Studies Strategy for the Parliament of Sierra Leone

(IC – International).

Date: July 6, 2020

Procurement Notice No.: SLE/ICPN/2020/009

Country: Sierra Leone

Description of the assignment: International Consultant, Consultancy to Develop the Centre for Parliamentary Studies Strategy for the Parliament of Sierra Leone.

Project Name: Support to Parliament

Period of assignment: 5 weeks

Proposal should be submitted at the following address, UNDP, Fourah Close, Off Main Motor Road, Wilberforce, Freetown, Sierra Leone or by email to procure.sle@undp.org no later than **17:00 hours, on Tuesday July 14, 2020.**

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 AND OBJECTIVES

The Parliament of Sierra Leone, as with Parliaments the world over, is key to the maintenance of Democracy given their representation, oversight and law-making mandate. A reasonably politically diverse Parliament, like the 5th Parliament of the second Republic, with nearly 85% new MPs, is decidedly more open to dialogue and to some extent has potentially lesser scope for political agreements outside of the chamber. A fairly common phenomenon in the earlier Parliaments. This enhances the scope of raising matters in the chamber by MPs and can ideally make the ruling side more willing to listen and negotiate with the other parties in order to garner support to carry out its legislative obligations.

The above scenario provides a great platform for a robust Parliament with the opportunity to promote healthy dialogue on development and welfare measures for the benefit of the citizens. As such there is need for capacities for well-researched and evidence-based information/debating by MPs in order to counter issues in the chamber.

The United Nations Development Programme (UNDP) remains a strong partner of the Parliament, having supported the institutional and administrative capacity strengthening since 2007. These include development of a Parliamentary Service, separate and distinct from the civil service, was established through an Act of Parliament, namely, the Parliamentary Service Act, 2007; strategic plan (2016-2019); setting up of the Parliament Budget Office and Research Unit; re-convened and strengthened Parliamentary Female Caucus and several civic education outreach activities among others.

In the 2019-2023 cycle, UNDP continues to support the strengthening of democratic institutions in Sierra Leone to accelerate structural transformations for sustainable development. Among other things, the Programme will be capacitating targeted oversight and accountable institutions to perform their mandates and Parliament of Sierra Leone is a critical institution that UNDP is supporting in enhancing this result. The establishment and operationalisation of a Centre for Parliamentary Studies (CPS) provides a sustainable means of strengthening capacities of MPs, Staff and other stakeholders with a view to strengthening MPs capacity to undertake effective oversight, accountability and representative functions. It in this regards that UNDP in partnership with Parliament seeks an international consultant to carry the development of Curriculum and manuals for capacity building of parliamentarians.

Below are the Goals and Objectives of the CPS:

Goal: MPs and staff better position the House of Parliament to effectively serve the people of Sierra Leone.

Objectives:

- to develop a learning strategy in running the business of Parliament
- to develop and deliver professional courses to enhance the capacity of MPs and staff for

effective delivery of their roles and responsibilities

- to develop bespoke courses on the understanding of parliamentary practices and procedures to other stakeholders like ministers and senior staff of Ministry Departments and Agencies as well as aspiring Members of Parliament.
- to effectively collaborate with academic institutions to develop, deliver and conduct professional examinations and award short term and advanced level certificates for courses delivered in the Center
- Support in advancing parliamentary and legislative comprehension to the citizenry to improve public understanding on parliamentary democracy.

The Center will be delivering the following types of training courses:

- **Evidence driven courses** that are based on annual capacity assessment of MPs and staff of Parliament. These will form part of the fundamental core courses for MPs and parliamentary practitioners.
- **Joint training delivery** with partners supporting parliamentary strengthening. These are training courses that will be focused on specific emerging issues and will be developed and delivered using a parliamentary competence model that will be integrated within the curriculum.
- **General parliamentary courses** targeting stakeholders and general public. These are courses that will be opened for the general public and will be delivered through trainings and outreaches.

UNDP in collaboration with Parliament of Sierra Leone is seeking to engage a team of two consultants that will be working with Parliament and with support from UNDP to develop a strategy and the first curriculum of the Center for Parliamentary Studies. The Curriculum is expected to be evidence driven with very clear objectives, content, assessment and method of delivery (approach).

2. SCOPE OF WORK

The International consultant is expected to produce the following results:

1. **Produce a summary of 15-20 pages capacity assessment report with clear recommendations for the types of client, curriculum design and implementation process, structure, staffing, infrastructure and systems required for the CPS.**
 - Submitting a clear consultancy work plan with detail breakdown of tasks
 - Hold preliminary meeting/s with Parliament (Clerk and Directors of Parliamentary Assistance Coordination and Center for Parliamentary Studies) on the process and tools that will be used in conducting the needs assessment for the curriculum.
 - Complete desk review of relevant literature related to Sierra Leone Parliament and other sister Parliaments in Africa and even beyond. The desk review should look analysis of Sierra Leone Parliament in tandem with emerging educational learning for modern legislators and parliamentary professionals in the sub-region.
 - Engage in strategic consultations with relevant stakeholders like (Former MPs and staff, current MPs and staff, Development Partners, Parliamentary Strengthening Organizations, Political Parties, academicians and parliamentary strengthening organizations and specialists).

The assessment report should be in English and comprise the following:

- i. Executive summary
- ii. Background
- iii. Methodology
- iv. International learning's and best practice on what has worked and not worked in designing and implementing training curriculum for legislators and parliamentary staff
- v. Key findings related to types of training delivered in Parliament, what has worked and what has not worked in designing and implementing trainings for MPs and staff in Sierra Leone.
- vi. Concrete recommendations on curriculum design and implementation suitable for Sierra Leone context.
- vii. Budgetary requirement for establishing the centre
- viii. Component on Ownership and sustainability
- ix. Best International practice
- x. Annexes should include relevant educational models

The assessment report should be submitted to UNDP and Parliament for approval before the completion of other related tasks

2. **Develop a model guide that will include tips for manual development and standards/approach for delivery of curriculum to MPs and staff of Parliament training.** A recommended 'Beyond Academic Knowledge Guide' to be developed for not only guiding manual developers and trainers but also to be used as standard guide for partners that would be interested in delivery trainings targeting MPs and Staff of Parliament. **"The Beyond Academic Knowledge Guide"** should have two parts:

Part 'A' should entail:

- Rationale for having standards for training legislators and parliamentary staff
- What has worked and what has not worked
- Standards/framework for planning and Implementing trainings for Sierra Leone legislators and Staff
- Templates/guiding tools for assessing and monitoring trainings for legislators and staff.

Part 'B' of the guide should focus on Manual Developers and Trainers/Facilitators.

This should comprise:

- How to utilize the curriculum in developing manuals for legislators and staff of Parliament
- Who can best deliver trainings for legislators and staff of Parliament and why?
- Tips for trainers in delivery experienced, informative, cultural and diversified social and political sensitive groups of trainer's trainings.

The consultant will be mainly working around Freetown but with other means of communication and engagement with other key stakeholders residing in the provinces. Among the variety of desk research and documents the consultants will be referencing in developing the curriculum and which could be accessed through UNDP and or

Parliament are:

- Draft reviewed strategic plan of Parliament of Sierra Leone
- Standing Operating Procedures of Parliament
- Parliament Annual Report
- 2020 Parliament Delivery Plan
- Inception ideas on the set up of the Center for Parliamentary Studies

Expected Outputs and Deliverables

Deliverables/ Outputs	Estimated Duration to Complete	Target Due Dates	Payment
An inception report developed detailing the methodology of approach to the consultancy and work plan	1 week	2020-07-20	20%
Report of Stakeholder Consultations on needs of MPs & Staff	3 weeks	2020-08-10	40%
Final report on capacity needs including recommendations for study programmes and strategy	1 week	2020-08-17	20%

3. INSTITUTIONAL ARRANGEMENT

The Consultant will work closely with the Director of the CPS while directly reporting to Strengthening Democratic Institutions Portfolio Manager of UNDP on progress of the assignment and approvals regarding suggestions for adaptability in completing this assignment. Where necessary, Director of CPS will facilitate joint update of consultants to UNDP and Parliament especially on critical issues that might warrant major changes to the assignment. Specifically, the consultant will be reporting/updating UNDP & Parliament on a weekly basis through email and or Zoom as the case may be. The update could be in the form of email and or PowerPoint presentation depending on the nature and type of update. The consultants will be directly engaging with Parliament of Sierra Leone especially the Clerk of Parliament, the Director for Parliamentary Assistance and Coordination (DePAC) and more frequently with the Director for the Center for Parliamentary Studies (CPS).

The Director of CPS will oversee the overall assignment, assessing the performance of the consultant while the Director of DEPAC will be giving approval and or joint approval on critical issues regarding the assignment before submission to UNDP. Parliament of Sierra Leone will provide the enabling environment for direct engagement with parliamentary leadership, MPs and or staff of Parliament to respond to questionnaire and or interviews.

Unlike direct engagement with Parliament which will be facilitated by the DePAC and CPS of Parliament, UNDP and Parliament will not be responsible for the arrangements of logistics and or organizing meetings for the consultants. It is the consultants' responsibilities to arrange their logistics especially vehicle, computer and arrangement of meetings beyond Parliament.

4. DURATION OF THE WORK

The expected duration of work to be performed is forty days. Work is expected to commence on 20th July 2020 and end upon satisfactory completion of deliverables/outputs, but not later than 30th August 2020.

The individual contractor will receive a lump sum amount as consideration for the satisfactory performance of services and certified by the SDI Portfolio Manager. Payment for services will be done in instalment contingent upon the achievement of each deliverable or output on approval of Parliament according to the scheduled below.

Deliverables/ Outputs	Estimated Duration to Complete	Target Due Dates	Review and Approvals Required (Indicate designation of person who will review output and confirm acceptance)
An inception report developed detailing the methodology of approach to the consultancy and work plan	1 week	2020-07-20	SDI Manager in consultation with POSL
Report of Stakeholder Consultations on needs of MPs & Staff	3 weeks	2020-08-10	SDI Manager in consultation with POSL
Final report on capacity needs including recommendations for study programmes	1 week	2020-08-17	SDI Manager in consultation with POSL

5. DUTY STATION

As a result of COVID-19, the consultants are expected to largely work from home in completing this assignment. The various stakeholders that will be consulted are largely located in Freetown with a few in the provinces. The consultants are not expected to travel away from Freetown but can use other innovative means like phone calls, emails and questionnaire to interview relevant stakeholders in the provinces- especially the academic institutions in the provinces.

6. QUALIFICATION REQUIRED

Core Competencies

- Demonstrates integrity by modelling the UN 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 favouritism

Functional Competencies

- Demonstrate excellent skills in identifying and matching capacity gaps to requisite skills.
- Demonstrate excellent research and training skills.
- Demonstrate capacity for organisational change management
- Demonstrate a very good understanding of parliamentary workings, procedures and processes
- Use of innovative and group appropriate technology for transfer of knowledge and skills
- Excellent writing and communication skills (verbal and written), including the ability to conduct presentations by clearly formulating positions on issues, articulating options concisely conveying maximum necessary information, making and defending.
- Strong analytical and reporting skills, and experience of presenting complex technical information in an easily comprehensible way

Education

- Advanced Degree in Education, Governance, Leadership, Business Administration and or related field with a good understanding of different educational theories

Experience

- Minimum 7 years of experience in designing or implementing curricula for different strata of stakeholders especially duty bearers
- Experience in organizing training for Training for Trainers (ToT)
- Demonstrable experience of using interactive and innovative approaches in soliciting inputs from stakeholders like politicians and development partners
- Substantial knowledge and or experience on parliamentary procedure, processes and the general workings of Parliament
- Experience in developing learning tools, models and or frameworks to inspire dynamic group of stakeholders.
- Ability to juggle work with attention to details and strong ability to prioritize work to meet deadlines.
- Excellent research skills and ability to present technically complex information into user friendly version especially for non-technical audience.

Language Requirements:

- Strong ability to communicate clearly in written and spoken English.

Submission of Application

- Qualified applicants are required to submit both technical and financial proposals through the link provided.

7. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

APPLICATION PROCESS¹

Qualified and interested candidates are hereby requested to apply. The application should contain the following:

- Cover letter
- Personal CV, indicating education background/professional qualifications, all experience from similar projects, as well as the contact details (email and telephone number) of the Candidate and at least three (3) professional references;(P11 form²);

Financial proposal that indicates all-inclusive fixed total contract price supported by a breakdown of costs (including professional fee, and specified other costs if applicable, but excluding travel costs and DSA).

All application materials should be submitted to the address Fourah Bay Close, Off Main Motor Road, Wilberforce, Freetown in a sealed envelope indicating the following reference "To support review and amendment of the human Rights Commission of Sierra Leon(HRCSL) Act, 2004 to meet modern demands of National Human Rights Institution: 4904 or by email at the following address ONLY: procure.sle@undp.org by the dead line as advertised. Incomplete applications will be excluded from further consideration.

Note:

- The information in the breakdown of the offered lump sum amount provided by the offer or 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.
- Approved local travel related to this assignment will be arranged and paid by UNDP Sierra Leone.

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

8. EVALUATION

Technical proposal comprising of the following:

- Duly accomplished Letter of Confirmation of Interest and Availability using the template provided by UNDP
- Personal CV or P11, indicating all past experience from similar consultancy, as well as the contact details (email and telephone number) of the candidate and three (3) professional references
- Brief description (max. 1 page) of why you consider yourself as the most suitable for the assignment, and a methodology (max. 2 page) for how you will approach and complete the assignment.

¹ Engagement of the consultants should be done in line with guidelines for hiring consultants in the POPP: <https://info.undp.org/global/popp/Pages/default.aspx>

² http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc

Financial proposal: Financial proposals are expected to be realistic indicating the all-inclusive fixed total contract price, supported by a breakdown of costs.

For any further clarification, you may contact the Head Procurement.

Criteria for Selection of the Best Offer

Offers received will be evaluated using a combined scoring method, where the qualifications and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%.

Criteria to be used for rating the qualifications and methodology

Technical evaluation criteria (total 70 points)

- Proposed methodology of approach to the consultancy [15 marks].
- Demonstrated experience in similar work of developing learning programmes, strategies for adult education programmes in government institutions. [45 marks].
- Experience in developing and delivering training programmes, TOTs, facilitation of large and small groups and experience in working with a variety of stakeholders including the UN Agencies. [10 marks].

Only candidates obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation.

Financial evaluation (total 30 points)

All technically qualified proposals will be rated out of 30 points. The maximum points (30) will be assigned to the lowest financial proposal.

UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence

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Rokya Ye Dieng
Deputy Resident Representative (P & O)

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS



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UNITED NATIONS DEVELOPMENT PROGRAMME

TERMS OF REFERENCE



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Basic Information

Title	Consultancy to Develop the Centre for Parliamentary Studies Strategy for the Parliament of Sierra Leone.
Department/Unit	Inclusive Democratic Governance Cluster
Supervisor	Strengthening Democratic Institutions Portfolio Manager
Duration	5 Weeks
Type of Contract	International Consultant
Location	Freetown
Application deadline	14 th July 2020
A.Project Title	Support to Parliament

1.0 PROJECT DESCRIPTION

1.1 Background and Objectives.

The Parliament of Sierra Leone, as with Parliaments the world over, is key to the maintenance of Democracy given their representation, oversight and law-making mandate. A reasonably politically diverse Parliament, like the 5th Parliament of the second Republic, with nearly 85% new MPs, is decidedly more open to dialogue and to some extent has potentially lesser scope for political agreements outside of the chamber. A fairly common phenomenon in the earlier Parliaments. This enhances the scope of raising matters in the chamber by MPs and can ideally make the ruling side more willing to listen and negotiate with the other parties in order to garner support to carry out its legislative obligations.

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2.0 SCOPE OF WORK

2.1 Results and Tasks

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5.0 DUTY STATION

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6.0 QUALIFICATION REQUIRED

Core Competencies

- Demonstrates integrity by modelling the UN values and ethical standards
- Promotes the vision, mission and strategic goals of UNDP
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Functional Competencies

- Demonstrate excellent skills in identifying and matching capacity gaps to requisite skills.
- Demonstrate excellent research and training skills.
- Demonstrate capacity for organisational change management
- Demonstrate a very good understanding of parliamentary workings, procedures and processes
- Use of innovative and group appropriate technology for transfer of knowledge and skills
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Education

- Advanced Degree in Education, Governance, Leadership, Business Administration and or related field with a good understanding of different educational theories

Experience

- Minimum 7 years of experience in designing or implementing curricula for different strata of

stakeholders especially duty bearers

- Experience in organizing training for Training for Trainers (ToT)
- Demonstrable experience of using interactive and innovative approaches in soliciting inputs from stakeholders like politicians and development partners
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Language Requirements:

- Strong ability to communicate clearly in written and spoken English.

Submission of Application

- Qualified applicants are required to submit both technical and financial proposals through the link provided.

Technical proposal comprising of the following:

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- Brief description (max. 1 page) of why you consider yourself as the most suitable for the assignment, and a methodology (max. 2 page) for how you will approach and complete the assignment.

Financial proposal: Financial proposals are expected to be realistic indicating the all-inclusive fixed total contract price, supported by a breakdown of costs.

For any further clarification, you may contact the Head Procurement.

Criteria for Selection of the Best Offer

Offers received will be evaluated using a combined scoring method, where the qualifications and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%.

Criteria to be used for rating the qualifications and methodology

Technical evaluation criteria (total 70 points)

- Proposed methodology of approach to the consultancy [15 marks].
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Financial evaluation (total 30 points)

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Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence.



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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.

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a

sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual

property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or

licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 Any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required

under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983

edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the

Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this 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.