

INDIVIDUAL CONSULTANT (National)
PROCUREMENT NOTICE



Date: 24th August 2020
Ref: UNDP-IC-2020-267
ORPS: 317

Country: Pakistan

Description of the assignment: "Formulation of Azad Jammu & Kashmir Education Policy"

Project name: National Initiative on Sustainable Development Goals (SDGs)-DPU

Period of assignment/services (if applicable): The duration of the contract will be 161 Working days.

Location: Muzaffarabad.

Please submit your Technical and Financial proposals to the following address not later than

07th September 2020 at 12:30 PM PST

UNDP- IC-2020-267

UNDP Registry, Quotation/Bids/Proposals

United Nations Development Programme

Serena Business Complex, 2nd Floor, Khayaban-e-Suharwardy,

Islamabad, Pakistan

Tel: 051-8355600 Fax: 051-2600254-5

or by email to bids.pk@undp.org no later than **07th September 2020 at 12:30 PM PST**.

Kindly write the following on top left side of the envelop or email subject line "UNDP-IC-2020-267- "Formulation of Azad Jammu & Kashmir Education Policy".

Important note for email submissions: Please put "UNDP-IC-2020-267" in the subject line. Further, our system will not accept emails those are more than 30 MB size. If required, segregate your emails to accommodate email data restrictions. For segregated emails please use sequence of emails like Email 1, Email 2 in the subject line. For attachment purposes please only use MS Word, Excel, Power Point or PDF formats.

If you request additional information, please write to pakistan.procurement.info@undp.org. The team will provide necessary information within due date. However, any delay in providing such information will not be considered a reason for extending the submission date of your proposal. All/any query regarding the submission of the proposal may be sent prior to the deadline at the e-mail/address mentioned above.

Important Note: Your financial proposal must be password protected file. You will be requested to provide the password of your financial proposal if you pass technical evaluation with minimum 70% score.

TERMS OF REFERENCE

A. Project Title: National Initiative on Sustainable Development Goals (SDGs)

B. Project Description

Education is the bedrock of economic and human development. It is essential for all humans to acquire skills, knowledge, develop healthy habits and inculcate cultural values for surviving in a changing world¹. Education, is, therefore, considered a pre-requisite for combating poverty, raising productivity, improving living conditions, and shaping enlightened citizens².

i- Education Landscape in AJ&K

In Pakistan, there was a major shift in the education landscape following the 18th Amendment, where provincial governments were given greater autonomy to decide on matters related to policy, planning, curriculum, syllabi and standards of education. The Amendment allowed provinces to shape their education strategies based on local realities. However, in practice, it created numerous financial and technical challenges for sub-national governments, including provinces and regions such as Gilgit-Baltistan (GB) and Azad Jammu & Kashmir (AJ&K). In AJ&K, this resulted in a cessation of Federal financial support, with serious budgetary implications adding to the financial austerities of the Azad Government of the State of Jammu & Kashmir (GoAJ&K). In addition, the Education Department lacked the personnel with the technical knowledge, skills and experience to undertake these new responsibilities, implement coherent strategies and improve quality of service delivery.

Article 25-A of the Constitution states that the “State shall provide free and compulsory education to all children of the age of five to sixteen years in such a manner as may be determined by law”. This makes provision of education an enforceable right; however, AJ&K has not yet passed a legislation to guarantee this right for its residents. Greater political will and appropriate legislation will go a long way to improve access to and quality of education in the region.

Public education is a major component of the education sector in AJ&K; however, financial allocations do not correspond to the increasing number of beneficiaries. Although 28 percent of AJ&K’s budget is allocated to education, over 90 percent is utilised for salaries and allowances and only 1 percent is spent on operational expenditures³. Additionally, 9 percent of the development budget is earmarked for education with lower shares for primary and middle schools and relatively higher allocations to secondary schools⁴. Most development schemes focus on improving physical assets with limited attention paid to quality control, monitoring and evaluation.

Another major challenge faced by AJ&K is its inability to coordinate and mobilise donor support due to its political status⁵. There is limited space for bilateral relations with development partners and on-the-ground operations by such organisations in the region are limited.

To further complicate matters, education responsibilities in AJ&K are dispersed across various departments depending on the type of education (formal, non-formal, technical, special) with limited

¹“Universal Basic Education (U.B.E): The Concept and Challenges for Effective Implementation”, Ngozi Chiagozie Okonkwo, Journal of Qualitative Education, Volume 8 No. 1, May 2012.

²Report of the Committee on Education Sector Reforms in Pakistan, Federal Ombudsman’s Secretariat, n.d.

³ Azad Jammu & Kashmir Education Policy Framework, Department of Elementary & Secondary Education (E&SE) AJ&K, March 2020.

⁴Ibid.

⁵Sustainable Development Goal 4 Gap Analysis, Pakistan 2017.

coordination between departments. There is no holistic framework for setting education targets and no mechanism to determine how different levels of education (early childhood, primary, secondary, tertiary, technical) can contribute towards creating a better society with strong human capital and a dynamic economy.

At present, the education system of AJ&K is functioning without education policy developed and approved by government of AJ&K. Instead it has adopted the National Education Policy 2009 as AJ&K Education Policy in 2012 that was an interim arrangement till the AJ&K education policy developed⁶. Formulation of education policy for AJ&K will also help achieve international commitments including the Sustainable Development Goals (SDGs), especially under Goal 4 – Quality Education.

ii- Education Challenges for AJ&K

The literacy rate in AJ&K is 76.8 percent, which is above the national average of 62.3 percent⁷. However, there are disparities in gender and location, with males (86.9 percent) having higher literacy rates than females (67.3 percent) and urban areas (80.2 percent) outperforming their rural (75.9 percent) counterparts⁸. There are also differences between districts and across age, with older individuals more likely to have missed on formal schooling than the young⁹. At present, the region does not have a policy for formal adult literacy programmes to address this gap; such an initiative will increase individual capabilities and allow people to contribute more productively to the economy. Additional inequities in education relate to people with disabilities, transgender persons, individuals from poor socioeconomic backgrounds, religious and linguistic differences as well as refugee status. Infrastructure gaps such as establishing secondary schools in unreasonable locations, missing facilities, lack of disability access, and absence of female washrooms further perpetuate inequality¹⁰. Addressing such inequities is essential for any policy and is in line with the SDG principles of ‘leaving no one behind’ and ‘reaching furthest behind first’.

AJ&K has 6,084 government education institutions of which 4,236 (69.6%) are primary schools (including mosque schools), 1,008 (%) are middle schools, 737 (%) are high schools and 103 (%) are higher secondary schools, with a total 415,595 (please calculate % of student by dividing enrolment with population by age cohort like for primary 6-10, middle 11-12 and secondary 13-14) students enrolled in these institutions¹¹. This is supplemented by a network of private education institutions at all levels as well as religious schools or deeni madaris. A regulatory body for private schools is not fully functional, and curriculum, quality of education, pedagogy and available facilities enormously differ across institutions. Moreover, there are five universities in AJ&K supported by the Higher Education Commission (HEC), following its procedures and guidelines. The Directorate of Public Institutions is responsible for tertiary education provision in AJ&K, which is mostly limited to two-year colleges and these institutions have not been upgraded to four-year system in line with Bologna principles¹². There is a need for a more uniform set of standards in the education sector in the region, and two-year institutions need to be upgraded to international standards.

There has been a positive trend in school enrolments, but gaps remain. Net primary enrolment ratio in AJ&K is 81 percent (84 percent male, 77 percent female), net middle school enrolment ratio 50 percent (50 percent male, 50 percent female) and total net secondary school enrolment is 34 percent (34 percent

⁶ Azad Jammu & Kashmir Education Policy Framework, Department of Elementary & Secondary Education (E&SE) AJ&K, March 2020.

⁷ Statistical Yearbook 2019, AJ&K Bureau of Statistics, Planning & Development Department, GoAJ&K.

⁸ Ibid.

⁹ Sustainable Development Goal 4 Gap Analysis, Pakistan 2017.

¹⁰ Ibid.

¹¹ Ibid.

¹² Ibid.

male, 34 percent female)¹³. The Gender Parity Index (GPI) of Gross Enrolment Ratio (GER) at the primary level is 0.96 while at secondary level it stands at 0.85; the survival rate to Grade 5 is 86 percent¹⁴. Increasing enrolment, ensuring gender parity and improving survival rates requires a cohesive policy, which encourages government line departments as well as the public and private sectors to work in tandem to improve education processes and outcomes in AJ&K. External factors such as child labour, natural disasters and security issues at the Line of Control (LoC) further exacerbate issues of education access.

The quality of education in AJ&K is sub-par. The system favours rote learning, with examination testing memorization rather than critical thinking and analysis, skills which are essential for entrepreneurship and innovation. Issues of quality are further compounded by teacher absenteeism, untrained teachers, non-availability of textbooks and learning aids and an outdated curriculum. The status quo does not meet the economic, social, moral, religious and national requirements of the people of the AJ&K¹⁵. Lessons on social values, good nutrition, hygiene, pollution, water shortage, climate change, health, and sustainability are largely absent. Technological skills also need to be developed with updated modules on computer science incorporating themes of artificial intelligence and institutions using the Internet for pedagogy.

Through the SDGs, particularly Goal 4, there is a strong emphasis on quality education and lifelong learning from pre-primary to adult education. However, limited attention is paid to ECE and other associated sub-sectors in AJ&K including religious education institutions, technical and vocational centres, adult education programmes and special education initiatives. An education policy can work towards harmonizing these currently disparate education sub-sectors. In an effort to harmonize and improve education quality across Pakistan, the Ministry of Federal Education and Professional Training developed the Minimum Standards for Education (MSQE) in 2016. The document includes detailed discussion on standards for learners, curriculum, teachers, assessment, school learning environment as well as early learning. The AJ&K Education Policy would benefit from the incorporation of these quality standards and should include them in its policy making process.

AJ&K's education sector also suffers from poor human resource recruitment, training and management. There are few defined strategies for teacher training, and most rely on pre-service training provided by universities. Subsequent opportunities for in-service training are largely absent and Teaching Learning Material (TLM) is rarely available and/or used in schools. Education management personnel are not effectively trained, need-analysis for establishing high schools and colleges is not conducted and there are no transparent criteria for candidate selection for advertised positions which exacerbates issues of nepotism. Recently, Government of AJ&K introduced recruitment of teachers through the National Testing Service (NTS) in an effort to increase the quality of teaching staff in public institutions.

In AJ&K, data collection on the education sector is limited. No meaningful school or education census takes place, monitoring and supervision is ineffective¹⁶ and available data is seldom used for policy and planning purposes. In terms of SDGs, data on overage children (4.1), readiness and ECE participation (4.2), participation in formal and non-formal training and education (4.3), ICT skills (4.4), and internet/computer use and disability access (4.a) is not available. An education policy would also provide opportunity for data driven target setting and implementation of best practices in a local context.

¹³ AJ&K Baseline Data 2018, AJ&K SDG Support Unit. Planning and Development Department, GoAJ&K.

¹⁴ AJ&K Education Sector Plan 2017-2021, Education Department (Schools), GoAJ&K.

¹⁵ Azad Jammu & Kashmir Education Policy Framework, Department of Elementary & Secondary Education (E&SE) AJ&K, March 2020.

¹⁶ Azad Jammu & Kashmir Education Policy Framework, Department of Elementary & Secondary Education (E&SE) AJ&K, March 2020.

C. Objectives of Assignment

The AJ&K Education Policy (AJ&KEP) will be designed to¹⁷:

- i. Addressing existing education inequalities
- ii. Aligning with national objectives of education
- iii. Setting standards for different levels of education
- iv. Set goals for the education sector in AJ&K, and devise strategies based on available financial and human resources;
- v. Modernize and strengthen the education sector, address structural and administrative deficiencies and improve systems;
- vi. Analyze how existing education systems can be harmonized to address the present and future education needs;
- vii. Give due importance and consideration to Islamic ideology, the legal environment, international commitments including SDGs, and education priorities of the Government; and
- viii. Explore the role of community participation in the education sector of AJ&K.

After finalization and approval of the Government, the AJ&KEP will be a legal document to govern all the matters related to education, literacy and training in the region from early childhood education to tertiary level. The policy will be a guiding document for all public and private sector education departments, institutions and organizations in AJ&K¹⁸.

D. Scope of Work

This assignment requires close collaboration with the Education Department, Government of the Azad State of Jammu & Kashmir which is the custodian of Education in AJ&K. It also requires close collaboration with the Federal SDGs Support Unit at the Ministry of Planning, Development and Special Initiatives, Chief Economist Planning & Development Department and SDGs Unit Planning & Development Department GoAJ&K. The roles and responsibilities of the consultant/firm will be to:

- Review relevant literature including reports on early childhood education, primary and secondary school education, tertiary education, technical and vocational education, special education and adult education programmes in AJ&K and study departmental and sectoral data for overall assessment of the education system, including its financing and budgeting mechanisms.
- Review national and international best practices for the formulation of the AJ&K Education Policy.
- Identify both government and non-government stakeholders through a mapping exercise and conduct a stakeholder analysis.
- Draft a policy consistent with the AJ&K Education Framework 2020.
- Review the constitutional and international commitments for the education sector and their implications.
- Analyse gaps in existing laws and regulations relevant to the education sector and conduct stakeholder consultations.
- Highlight overlaps and gaps in institutional arrangements.
- Review existing M&E arrangements.
- Align the education policy with the Sustainable Development Goals.
- Review the existing EMIS.
- Assess the current frameworks/approaches for regulating private education providers and suggest feasible recommendations.

¹⁷Objectives also borrowed from the Azad Jammu & Kashmir Education Policy Framework 2020.

¹⁸ Azad Jammu & Kashmir Education Policy Framework, Department of Elementary & Secondary Education (E&SE) AJ&K, March 2020.

- Examine districts with low literacy, low enrolment and high inequities; the policy document should assess how the situation can be improved for those areas in line with SDG pillars of 'leaving no one behind' and 'reaching the farthest behind first'.
- Draft a situation analysis report based on the review conducted in consultation with stakeholders including government, civil society, parliamentarians, political parties, media, school management committees etc.
- Conduct stakeholder consultation on the situation analysis.
- Develop policy options and share with stakeholders.
- Draft AJ&K Education Policy.
- Present the draft policy to AJ&K Education Department for deliberation and validation.
- Produce a finalized AJ&K Education Policy to be endorsed by the Education Department, GoAJ&K.

E. Policy Development Process

- The Education Department has extensive knowledge of fundamental issues in the education sector of AJ&K. However, it does not have the technical skills to develop an education policy, which requires specific experience and broad stakeholder engagement. The Department can oversee the process of policy formulation with technical and financial assistance from the Federal SDGs Unit, Ministry of Planning, Development & Special Initiatives, and the UNDP.
- In particular, the Education Policy will be aligned with sustainable development principles especially as reflected in Goal 4 including quality standards (4.1) and ECE (4.2), vocational training (4.4) knowledge on sustainable lifestyles (4.7), use of ICT (4.a) and teacher training (4.c). Attention should also be paid to interconnectivity and sustainability related to health (Goal 3), water and sanitation (Goal 6), strong, connected communities and innovative cities (Goal 11), the environment and climate change (Goal 13), marine life (Goal 14), wildlife and biodiversity (Goal 15), as well as rule of law and institutions (Goal 16).
- The AJ&K Education Policy will be developed for the next 10 years, drafted as an organic document which can be reviewed and revised as required. It will be developed through a bottom-up consultation process and will provide the framework for developing and implementing the AJ&K Education Sector Plans 2021-25 and 2026-30.

F. Expected Outputs and Deliverables

The consultant or firm will be responsible for reviewing, gathering, producing and collating the content for the AJ&K Education Policy. The specialist or firm will work under guidance of the Federal SDGs Unit, the Chief Economist and the SDGs Support Unit, Planning & Development Department, and the Additional Secretary Education Reform Unit, Department of Education (E&SE), Azad Government of the State of Jammu & Kashmir.

Deliverables/ Outputs	Estimated Duration to Complete (Working Days)	Target Due Dates	% for payment	Review and Approvals Required
Inception Report Provide an Inception Report Including detailed and comprehensive tools and techniques to be used in capturing the information required and a draft working plan.	22	1 st Week of Oct 2020	10%	Inception report submitted to the PD Federal SDGs Unit, MoPD&SI and ARR DPU, UNDP Islamabad
Situation Analysis of the Education Sector in AJ&K <ul style="list-style-type: none"> Literature Review to conduct need analysis and identify gaps, in-depth interviews and focus group discussions. Review should be done considering national education policy objectives, AJ&K Education Framework 2020 as well as international, national and provincial best practices. Incorporation of relevant stakeholder feedback in the report. 	30	12 th Nov 2020	20%	Review report submitted to the PD Federal SDGs Unit, MoPD&SI and ARR DPU, UNDP Islamabad
Assessment Report for AJ&K Education Policy <ul style="list-style-type: none"> Assess current frameworks/approaches for regulating private education providers and suggest feasible recommendations. Meet with private education institutions and associations Hold consultation meetings with working groups and AJ&K Education Policy Task force established by Education Department GoAJ&K 	15	Last week of Nov 2020		Assessment report submitted to the PD Federal SDGs Unit, MoPD&SI and ARR DPU, UNDP Islamabad
Consultative Meetings <ul style="list-style-type: none"> Making the public aware of education policy development via a Government Announcement or Circular about education policy development through media, and invite suggestions from academia, experts, CSOs, the general public. Hold consultations with: VCs of all AJK public/private sector universities. Directors/Head of Departments of Institutes of Educations, Agriculture, Business Administration, (including AIOU), Special Education (via Social Welfare Department) etc. Private sector schools and foundations etc. (Beaconhouse/ City schools, other 	22	Last week of Dec 2020	20%	Key findings/ Minutes of Meetings submitted to the PD Federal SDGs Unit, MoPD&SI and ARR DPU, UNDP Islamabad

<p>school chains, READ Foundation, PEF, TCF Heads etc.).</p> <ul style="list-style-type: none"> • Head of Non-Formal Education. • Heads of different departments of AJ&K e.g. Agriculture/ TEVTA/ Industry/Tourism/Colleges etc. • Heads of technical and vocational education institutions/organizations. • Different Deeni Madaras heads/ chiefs. • Different research institutes and organizations. • Different market experts and users of the education system. • Consultative meetings with the relevant sections of P&DD, Finance Department and different Education Secretariat/Directorates/departments/Cells 				
<p>Consultation on Green Papers</p> <ul style="list-style-type: none"> • Division wise consultative meetings with all relevant Public and Private Sectors stakeholders • State-level conference of all relevant Public and Private Sectors stakeholders 	20	Mid Jan 2021	20%	Meetings minutes recorded and submitted to the PD Federal SDGs Unit, MoPD&SI and ARR DPU, UNDP Islamabad.
<p>Finalization of First Draft</p> <p>Draft the education policy considering the situation analysis, needs assessment, results from stakeholder consultations, divisional consultative workshop and best practices</p>	22	Mid Feb 2021	30%	First Draft report submitted to the PD Federal SDGs Unit and ARR DPU, UNDP Islamabad.
<p>Finalization of the AJ&K Education Policy</p> <ul style="list-style-type: none"> • Finalize the education policy document in light of the comments shared by reviewers. • Present the draft policy to AJ&K Education Department for deliberation and validation. • Produce a finalized AJ&K Education Policy to be endorsed by the Education Department, GoAJ&K 	30	End Mar 2021		Education Policy document submitted for approval to the PD Federal SDGs Unit and ARR DPU, UNDP, Islamabad.

G. Institutional Arrangement

The IC will be reporting to the Assistant Resident Representative (ARR), Development Policy Unit, UNDP, Federal SDGs Support Unit, MoPD&SI, Secretary Education (E&SE) GoAJ&K or his/her nominated representative, The Chief Economist, P&DD, GoAJ&K and SDGs Unit, P&DD, GoAJ&K.

H. Duration of the Work: 161 Working Days Assignment (07Months).

I. Duty Station: Muzaffarabad, however, the IC may be required to travel to other Districts of AJ&K for consultative meetings/workshops and general collaboration (expected time of travel after October 2020).

Scope of Price Proposal and Schedule of Payments

Payment will be made based on progress report submitted that demonstrates satisfactory progress towards the deliverable. The financial proposal shall specify a total lump sum amount and the breakdown of this lump sum against each deliverable (including travel, per diems, and number of anticipated working days, arrangements for 3 Divisional Workshops in AJ&K, all meetings, his/her (including his/her team) travelling, accommodation etc). Payments are based upon outputs, i.e. upon delivery of the services specified in the TOR.

Documents to be included when submitting the Proposals:

The following documents are requested:

- Duly accomplished Letter of Confirmation of Interest and Availability using the template provided by UNDP;
- Proposal on how your qualifications and experience can lead towards the successful deliverable of this assignment within the required timeframe, and provide a brief methodology on how you will approach and conduct the assignment;
- Personal CV or P11, indicating all past experiences from similar projects, as well as the contact details (email and telephone number) and at least three (3) professional references;
- Brief description of why the individual considers him/herself as the most suitable for the assignment, and a methodology and how they will approach and complete the assignment.
- Financial Proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided.

J. Evaluation

Individual consultants will be evaluated based on the following methodologies Cumulative analysis. The award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

- Responsive/compliant/ acceptable, and
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.
 - Technical Criteria weight; [70%]
 - Financial Criteria weight; [30%]

Only candidates obtaining a minimum of 70% (49 out of 70) point would be considered for the financial evaluation.

Criteria		Weight	Max. Point
Technical		70	
Consultant must have a minimum of Masters' in Education, Public Policy or other relevant fields or Ph.D. in similar areas would be preferable;		15	
Minimum of 15 years of experience including experience in policy formulation, strategy development and education research OR minimum 10 years of same work experience if the candidate has a Ph.D.		15	
Previous experience in policy analysis, research, report writing, using participatory methodologies, education management systems, and an exceptional understanding of the education system in Pakistan and AJ&K		15	
Technical proposal/methodology		25	
Financial		30	
Total score	Technical score 70+30 Financial		

Weight per Technical Competence	
Weak: Below 70%	The individual consultant has demonstrated a WEAK capacity for the analyzed competence
Satisfactory: 70-75%	The individual consultant has demonstrated a SATISFACTORY capacity for the analyzed competence
Good: 76-85%	The individual consultant has demonstrated a GOOD capacity for the analyzed competence
Very Good: 86-95%	The individual consultant has demonstrated a VERY GOOD capacity for the analyzed competence
Outstanding: 96-100%	The individual consultant has demonstrated an OUTSTANDING capacity for the analyzed competence

ANNEX

ANNEX	1- TERMS OF REFERENCES (TOR)
ANNEX	2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS
ANNEX	3- PROPOSAL SUBMISSION FORM
ANNEX	4- OFFEROR'S LETTER TO UNDP
ANNEX	5- FINANCIAL PROPOSAL
ANNEX	6-P11 Form
ANNEX	7- Statement of Good Health

GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

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

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

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

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

3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS: Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment, when returned to UNDP, shall be in the

same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear.

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

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

including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

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

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

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

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

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

9. INDEMNIFICATION: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on,

arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

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

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

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

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

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

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

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

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

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

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

exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

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

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

17. SETTLEMENT OF DISPUTES:

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

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

shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

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

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

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

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