

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

Date _____

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

Dear Sir/Madam:

I hereby declare that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name	Relationship	Name of International Organization

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

YES ☐ NO ☐

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

YES ☐ NO ☐ If answer is "yes", WHEN?

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

Full Name	Full Address	Business or Occupation

S) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?

YES ☐ NO ☐ If "yes", give full particulars of each case in an attached statement.

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

DATE: _____

SIGNATURE: _____

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

Annexes *[please check all that applies]*

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

BREAKDOWN OF COSTS¹
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A) Breakdown of Cost by Components:

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

B) Breakdown of Cost by Deliverables*

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

**Basis for payment tranches*

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

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

UNITED NATIONS DEVELOPMENT PROGRAMME TERMS OF REFERENCE

Job title: Consultant to:

- (a) Strengthen CSO Capacity to engage in Social Contracting as part of the National HIV Response (40%)
- (b) Produce Being LGBTI+ in Guyana Research and Dialogue Reports (60%)

Supervisor: Resident Representative

Type of contract: Individual Consultant (National)

Duration of Assignment: 55 staff days over a 4 months period

Period: November 9, 2020 to March 12, 2021

Duty Station: Guyana

Application deadline: October 26, 2020

1. Background

A. Strengthen CSO Capacity to engage in Social Contracting as part of the National HIV Response

Based on the Sustainability Plan for the National HIV Programme, the Ministry of Health is working towards the full national ownership of the HIV response. Given the decline in donor support especially the Global Fund and the United States Government's President's Emergency Plan for AIDS Relief (PEPFAR), the Plan prioritizes the continued engagement of civil society organizations (CSOs) as partners in both decision-making and service delivery, as critical for a sustainable and effective HIV response.

The epidemic has had a disproportionate effect on key populations, which are defined as men who have sex with men (MSM), sex workers (SW), transgender people, persons who use drugs (PWUD) and miners and loggers. CSOs have played an important role in reaching these key population groups and providing most required prevention services. These services include the provision of HIV/STI information, risk reduction counselling, HIV testing, STI screening, condom and lubricant distribution, psychosocial support, social services, referral for ART, STI, TB, community, and palliative care. More specifically, care and support services being provided by CSOs include referrals or accompanied access to health services, adherence support, and home-based and community care. CSOs also play meaningful roles in advocacy, decision-making, and oversight of the national response. The withdrawal of Global Fund and PEPFAR, the main funders of CSOs, impedes this critical work.

To address the abovementioned challenge, the National Aids Programme Secretariat (NAPS) initiated a social contracting initiative between CSOs and the Government of Guyana (GOG). A pilot run of this initiative was undertaken in 2019 and it is envisioned that it would be sustained in the future. A review of the pilot noted several recommendations for streamlining and improvement in this CSO/GOG collaboration. One such area is to strengthen the CSOs capacity to engage in social contracting.

B. Being LGBTI+ in Guyana Research and Dialogue Reports

Lesbian, gay, bisexual, transgender and intersex (LGBTI+) people in the Caribbean face legal, social, and economic barriers to full inclusion and enjoyment of their human rights. Despite positive developments regionally, including increased attention and funding to advance inclusion and the development of anti-discrimination policy and law, there remains much work to be done to guarantee equality of LGBTI+ people under the law and to ensure protection from violence and discrimination as well as equal access to services. Punitive laws and practices have a critical impact on the enjoyment of human rights, health as well as on social and economic development more broadly. Punitive laws, policies and practices contribute to pervasive stigma and discrimination, which can lead to hate crime, police abuse, torture and ill-treatment, and family and community violence.

In recognition of the importance of acting on these issues and the connection between securing the rights of LGBTI+ people and achieving the Sustainable Development Goals for the region, the Being LGBTI in the Caribbean (BLIC) Project was developed. The project aims to enhance knowledge, partnerships, and capacities of LGBTI+ communities, civil society and States to reduce human rights violations and negative attitudes towards LGBTI+ people in the

Caribbean. There is country level focus in Guyana, Jamaica, Barbados, St. Lucia and Grenada, the Dominican Republic and Haiti, as well as regional activities and dialogues. The project seeks to increase access to justice for LGBTI+ persons, through the promotion of LGBTI+ inclusive public policies; increased representation of LGBTI+ in national and regional fora; and by addressing stigma and discrimination.

In Guyana, the project is seeking to conduct a desk research as well as a national dialogue on Being LGBTI+. The information gleaned from these two activities will be useful in offering a complete account of the impact of discrimination, exclusion, and vulnerability on Guyanese LGBTI+ people. It will form a comprehensive body of work that can be shared with partners and policy makers to introduce/shape legislative and policy reforms.

2. Scope of Work

A. Strengthen CSO Capacity to engage in Social Contracting as part of the National HIV Response

- i. Based on the findings of the Social Contracting pilot initiative that was executed in 2019 and in consultation with NAPS, conduct a mapping of the capacity of CSOs to provide services to HIV key populations.
- ii. Based on the mapping of CSOs, provide recommendations for the enhancement of the capacity of CSOs to provide services to HIV key populations; These recommendations should be focused on areas such as CSOs governance structure, human and financial capacity, SOPs, type of services provided etc; and
- iii. Provision of enhanced guidelines and templates to be utilized by CSOs in applying for, implementing, and reporting on social contract.

B. Being LGBTI+ in Guyana Dialogue and Research Reports

- i. Facilitate an online dialogue forum where government and civil society organizations share insights, experiences and good practices on LGBTI+ issues.
- ii. Building on the research undertaken by the Consultant for the formulation of the UNDP- EU CSO Initiative Contribution Agreement and Project Document:
 - a. Conduct a desk review of LGBTI+ rights in the country including history, activism, legislation, policies, international norms and practices, attitudes and perspectives, discrimination and violence, state organs and related contents in Guyana;
 - b. Work with UNDP, Guyana Trans United, United Brick Layers, Guyana Sex Workers Coalition, SASOD, FACT, Comforting Hearts, Guyana Rainbow Foundation, Guyana Equality Forum, SWAG, Equal Guyana, Artiste in Direct Support and other pertinent groups to develop a detailed assessment and analysis of the LGBTI Guyanese experience in: Employment & Housing, Education, Health, Family and Society, Media and Technology and Community Development;
 - c. Provide a thorough assessment of the capacity of local LGBTI+ organizations, inclusive of interviews with staff and board members. Focus must be on the entities' legal status, human resources, communication, coordination, and fundraising challenges.
- iii. Provide recommendations to address challenges and gaps facing LGBTI+ people in Guyana as identified in dialogue and desk review.

3. Expected Outputs and deliverables

Payments would be made based on the submission and acceptance of the following outputs as detailed in the table below

A. Strengthen CSO Capacity to engage in Social Contracting as part of the National HIV Response

Report containing findings of mapping, recommendations, guidelines, and templates for the provision of services to HIV key populations based on social contracting engagements.

B. Being LGBTI in Guyana Research and Dialogue Reports

- i. Report containing findings emanating from online dialogue forum.
- ii. Report containing findings on Desk Research of Being LGBTI+ in Guyana; and
 - a. Consolidated report on dialogue forum and desk research, inclusive of recommendations to address challenges and gaps facing LGBTI+ people in Guyana.

Deliverables/ Outputs	Estimated number of man-days	Proposed Completion deadline	Percentage payment
Deliverable 1: Implementation Plan	2 days	November 11, 2020	0
Deliverable 2: First draft of report mentioned at 3(Bii) above	15 days	December 11, 2020	30
Deliverable 3: Report on Dialogue mentioned in 3 (Bi) above	6 days	December 18, 2020	10
Deliverable 4: First draft report on desk research mentioned at 3A above	15 days	January 29, 2021	25
Deliverable 5: Final report mentioned at 3A above	7 days	February 28, 2021	15
Deliverable 6: Final consolidated report on dialogue and research mentioned in 3B above.	10 days	February 26, 2021	20
Total	55 days		100

4. Institutional Arrangement

The Consultant will report to the Programme Analyst, Governance and Poverty Reduction under the overall guidance of the Resident Representative, working closely with the UNDP Guyana Programme Team.

5. Duration of the Work

- Consultant is expected to be engaged for 55 working days over a four-month period.
- The anticipated start date for the consultancy November 9, 2020.
- UNDP and relevant partners will review and provide comments on deliverables within 5 to 10 business days of receipt of the deliverable.
- Payment for deliverables can only be made upon submission and approval of an invoice. Payment usually take 5-7 consecutive working days to be processed.

6. Duty Station

The duty station would be Guyana. Given the COVID 19 containment measures, the Consultant would be expected to work from home and to engage stakeholders via Skype, Zoom or another similar platform, as needed.

7. Qualification and Experience Requirements

- Minimum of a Masters Degree in human rights, gender studies, law, history, Economics or a related Social Sciences discipline.
- Minimum five years of relevant experience in LGBTI+ rights, health, human rights and key populations most at risk of HIV.
- Minimum five years of advocacy experience, including advocacy for LGBTI+ rights, human rights, and HIVs rights.
- Minimum two years of experience in researching, reporting and contributing to reports related to the violation of the rights of LGBTI people and other HIV key populations;
- Minimum two years' experience in writing documents related to the reality of LGBTI people and HIV key populations.
- Evidence of good knowledge of the functioning of international and regional human rights mechanisms.
- Strong interpersonal and communication skills both oral and written in English.

Additionally, the Consultant should meet the following secondary requirements:

Core Values

- Respect for Diversity
- Integrity
- Professionalism

Core Competencies

- Accountability
- Creative Problem Solving
- Effective Communication
- Inclusive Collaboration
- Stakeholder Engagement
- Leading by Example

Functional Competencies

- Ability to perform qualitative and quantitative policy research
- Ability to advocate and provide policy and technical advice
- Excellent networking skills
- Excellent analytical skills
- Excellent writing, presentation and facilitation skills
- Ability to work under pressure and tight deadlines
- Ability to write policy papers, technical documents and briefings involving inputs from multiple sources

And should be available for full participation and intensive work within required timeframes.

8. Documents to be included when submitting proposals

Interested individual Consultants must submit the following documents/information to demonstrate their qualifications:

1. Letter of confirmation of interest and availability
2. Proposal (in English, mandatory):
 - (i) Explaining why they are the most suitable for the work
 - (ii) Providing a brief methodology on how they will approach and conduct the work
3. CV including experience in similar assignments and at least 3 references.
4. Financial proposal

The financial proposal shall specify a total lump sum amount supported by a breakdown of costs, as per template provided; payments would be based upon output, i.e. upon delivery of the services specified in the TOR.

9. Assessment of the proposal

Individual Consultants will be evaluated based on the Combined Scoring method.

When using this weighted scoring method, the award of the contract should be made to the individual Consultant whose offer has been evaluated and determined as:

- a) responsive/compliant/acceptable, and
- b) having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

10. Criteria for selection

Selection criteria will be based on qualification, knowledge and experience. The proposal will be weighted at a maximum of 100 points with a requirement of 70% pass mark. This will be broken down in the following manner:

Criteria for Selection			Points Allocated per Criteria
1		Technical Proposal	25
		Clearly articulated proposal and methodology to undertake the assignment in a rapidly changing and fluid environment.	25
2		Qualifications & Experience	65
		Minimum of a Masters Degree in human rights, gender studies, law, history, Economics or a related Social Sciences discipline.	20
		Minimum five years of relevant experience in the area of LGBTI+ rights, health, human rights and key populations most at risk of HIV;	15
		Minimum five years of advocacy experience, including advocacy for LGBTI+ rights, human rights and HIVs rights;	15
		Minimum two years of experience in researching, reporting and contributing to reports related to the violation of the rights of LGBTI people and other HIV key populations;	7.5
		Minimum two years' experience in writing documents related to the reality of LGBTI people and HIV key populations;	7.5
3		Knowledge and skills	10
		Evidence of good knowledge of the functioning of international and regional human rights mechanisms;	5
		Strong interpersonal and communication skills both oral and written in English.	5
Total technical score (required pass mark = 70%)			100 pts
Financial criteria = 30%			

SUBMISSION OF APPLICATION

Please complete and submit to procurement.gy@undp.org Deadline for submission of application is **26 October 2020 on or before 11:00 hrs.**

Subject caption **"Consultant - Guyana Research and Dialogue Reports"**

GENERAL CONDITIONS OF CONTRACT

FOR THE SERVICES OF INDIVIDUAL CONTRACTORS



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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

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

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

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

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