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Resilient nations.*

REQUEST FOR QUOTATION (RFQ)

TO: Interested Companies	DATE: 13 January 2021
	REFERENCE: UNDP/RFQ/CB/2021/001 Provide virtual meeting development and facilitation support for the 2021 Rule of Law Annual Meeting and the Tripartite Partnership (TPP) Meeting.

Dear Sir/ Madam:

We kindly request you to submit your quotation for the services of a company to **Provide virtual meeting development and facilitation support for the 2021 Rule of Law Annual Meeting and the Tripartite Partnership (TPP) Meeting** as detailed in Annex I of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Lot 1 – Support and online facilitation of Rule of Law 2021 Annual Meeting taking place in June 2021 (exact date TBC); and

Lot 2 – Support and online facilitation of the Tripartite Partnership Meeting taking place in June 2021 (exact date TBC).

UNDP is requesting the bidders provide their quotes for Lots 1, 2 together in one bid document.

Quotations may be submitted on or before January 27, 2021 and via *e-mail* to the address below:

cpu.bids@undp.org

Quotations submitted by email must be limited to a maximum of 5 MB, virus-free and no more than 1 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Conditions	
Exact Address of Location	To be delivered via Email to cpu.bids@undp.org
Payment Terms	UNDP shall, on fulfilment of the Delivery Terms, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in the Purchase Order.
Validity of Quotation	<input checked="" type="checkbox"/> 30 DAYS <input type="checkbox"/> 60 DAYS
Preliminary Examination	<input checked="" type="checkbox"/> Partial bids not permitted
Evaluation of Quotation and award criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements as described in Annex I & II <input checked="" type="checkbox"/> Full acceptance of the Contract General Terms and Conditions (Annex III) The Purchase Order will be awarded to the offeror that offers the lowest priced technically qualified quotation.
Value Added Tax on Price Quotation	Must be exclusive of VAT and other applicable indirect taxes
Contact Person for Inquiries (Written inquiries only)	Ugyen Wangmo Procurement Associate cpu.bids@undp.org

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP indicated above - <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,
Ali Tahsin Jumah
Chief, Central Procurement Unit
UNDP/BMS



13-Jan-2021

Annex I

Terms of Reference

Provide virtual meeting development and facilitation support for the 2021 Rule of Law Annual Meeting and the Tripartite Partnership (TPP) Meeting.

1. Background and Context

The United Nations Development Programme (UNDP) is the United Nation's global development network, advocating for change and connecting countries to knowledge, experience and resources to help people build a better life.

UNDP works in nearly 170 countries and territories, supporting their own solutions to development challenges and developing national and local capacities that will help them to achieve the eradication of poverty, and the reduction of inequalities and exclusion. We help countries to develop policies, leadership skills, partnering abilities, institutional capacities and build resilience in order to sustain development results.

UNDP focuses on helping countries build and share solutions in three main areas:

- Sustainable development
- Democratic governance and peacebuilding
- Climate and disaster resilience

In all our activities, we encourage the protection of human rights and the empowerment of women, minorities and the poorest and more vulnerable.

Every year, the Rule of Law, Justice, and Human Rights team (RoLJHR) in New York spearheads the organisation of the Annual Rule of Law and Human Rights Meeting as part of the Global Programme on Strengthening the Rule of Law and Human Rights for Sustaining Peace and Fostering Development. The Annual Meeting provides a platform to examine and reaffirm our intention to support global efforts to uphold the rule of law and respect for human rights through the ROL-HR Global Programme, the Global Focal Point, the Tri-Partite Partnership to support National Human Rights Institutions, and its other engagements across the system in the rule of law and human rights areas.

Given the current COVID-19 pandemic the Annual Meeting will be held in a virtual format in June 2021 (exact date TBC). The event will be a total of 4 days. The event, in its virtual format, will include perspectives shared by a wide range of stakeholders, including high-level UN officials, Permanent Representatives and ministerial-level national counterparts, chief justices and attorney generals. The event usually brings together around 150 global participants, but the 2020 Annual Meeting saw over 500 participants due to the virtual nature.

As part of the Global Programme, the Tri-Partite Partnership (TPP) to support National Human Rights Institutions (NHRI's) will also hold their annual meeting in June 2021 (exact dates TBC). The three partners (UNDP, OHCHR and GANHRI) will meet, together with the four Regional Networks of NHRIs, to discuss how to strengthen collaborative support to NHRIs' action at national, regional and international level. This meeting will take place virtually over two days.

UNDP is seeking services of a virtual event management company to provide support and facilitation to 2 separate events as listed above.

2. Purpose and Objective

The purpose of the RFQ is to provide online virtual event development and facilitation support of two virtual events.

3. Scopes of Work and Expected Output

The selected company will provide support to the development and online facilitation of three events.

1. The 2021 Annual Rule of Law and Human Rights Meeting taking place in June 2021 (exact dates TBC) over the course of 4 days for approximately 500 participants.
2. The Tripartite partnership meeting taking place in June 2021 (exact dates TBC) over the course of two days and approximately 100 participants.

1. Updating event webpage and content management:

- Update, maintain and coordinate event description and content of the web-site for the Annual RoL Meeting (<https://www.undpruleoflaw4peace.org/>). The website also contains information regarding the Tripartite Partnership (TPP) meeting. The webpage may require to integrate various event platform services such as HeySummit, Eventbrite, etc., based on needs and consultations with the event task team. The event website is managed from www.wix.com.
- Ensure that the website of the Annual RoL Meeting, includes (but not limited) event banners, links to relevant UNDP and UN websites, videos and materials related to the events, blogs, the program, instructions for the platform of online interaction, background information, speaker's biographies, attendee registration, links to online consultations, links to communication platform, (UNDP twitter accounts, Global Programme Annual Report webpage), contact form, registration form, among other features. The live stream of the Annual Meeting will also be streamed on the website during the event.
- Include a data privacy policy together with other legal documentation that will be provided by UNDP.
- Record all session and upload recordings of all sessions on the event website at the end of the event.
- Ensure user friendly links through the website to the usage of any external tools (eg. HeySummit, Spark Blue, Zoom, etc.) needed by conference participants.
- Include necessary tags and keywords into the source code of the page for Search Engine Optimisation (SEO).
- Ensure that website has adequate protection against spams and bots as well as mechanisms to prevent and quickly remove any potential event crashers.

- Ensure adequate security measures for the event participation to prevent zoom bombers/hackers.
- Ensure that the website and meetings are mobile compatible.
- Develop relevant zoom backgrounds, event banners and transition slides between sessions for the virtual meetings in consultation with event task team.
- Develop and add visual materials to the event webpage.
- Ensure continuity of the webpage following the event by buying/acquiring domain rights of the website for one more year following the event.
Transfer management and domain rights of the website to the Project Manager following the events.

2. Sessions' platform logistics:

- Create the Zoom (or other agreed platform) webinars in coordination with the content providers. Keep all of the details (title, description and date) in sync as well as ensuring that speakers are added as presenters.
- Be responsible for sending email reminders to all attendees, on the session of their choice. In this email, include the join URL so that the attendee can join the live webinar via chosen live webinar provider.
- Ensure licenses for Sessions' webinar platforms to allow at least 300 people to attend the meeting at the same time.
- Provide the list of registered participants for each session with their contact information on a regular basis and allow online access for registered participants, if possible.
- Manage any pre-recording of sessions recorded in advance of the Annual Meeting or TPP meeting and then manually uploaded onto the platform by the event organiser, such as introductory videos, short teasers, etc.
- Coordinate with the Project Manager linking communication platforms to the web page such as live Twitter feed, comments boxes and Q&A features.
- Ensure the sessions' platform incorporate translation features (where required) and organize test-calls and technical checks prior to the event.

3. Co-management of invitations and registration of participants:

- Coordinate with the Project Manager the registration of participants (dispatching registration links and monitoring registration).
- Develop automatic messages for notifying participants about their registration.
- Support the development of save the dates, invitations and registration emails.
- Provide onboarding support to all attendees, presenters, and ensure options for testing and troubleshooting.
- Develop guidelines for using Zoom (or other agreed platform) for attendees, speakers and facilitators.
- Ensure that all participants who register before and during the event receive links for the events.
- Provide an analysis of the registered participants and attended participants (based on country of connection, organisation, affiliation etc.) following the event.

4. Coordinate the work of technical facilitators (Hosts) and assisting speakers:

- Provide individuals required by the forum as technical hosts.
- Coordinate the work of the technical hosts.
- Provide technical support (with or through the technical hosts) to the session organizers, speakers and facilitators by providing inputs into how to translate the substantive messages into online content and by coaching them in advance of their session.
- Support the development of the methodology for online sessions.

- Project all content that will be used during the session (e.g. slide shows, videos, audio, presentations etc.) to the screen.
- Organize technical test-calls for all sessions prior to the meeting with all speakers and facilitators.
- Prepare technical run off-play documents containing information about all relevant content with timelines prior to the sessions.

5. Overall event management:

- Coordinate and communicate with the Project Manager and other relevant colleagues and respond to queries and demands.
- Overall support to event facilitation.
- Closely monitor the progress of the preparation and report to the event task team regularly.
- The service provider focal point should be available for the entire duration of the contract to assist and ensure smooth coordination.
- Provide a 3-5-page lessons learned report on success and challenges encountered by UNDP in organizing the online event, including recommendations for similar events in the future.

Description of deliverables	June 2021	Number of Days
1. Webpage creation and Management (incl. the recording of all sessions)	X	12 working days
2. Sessions' platform logistics	X	6 working days
3. Co-management of invitations and registration of participants	X	6 working days
4. Coordinate the work of technical facilitators (Hosts) in assisting speakers	X	13 working days
5. Overall event management	X	6 working days
6. Post Meeting wrap up/reporting	X	6 working days
TOTAL number of days for the 2 events		55 working days

Deliverables and Timeframe

Support to online development and facilitation of two events as per the dates indicated above.

Management and Organization

The Service Provider shall be in regular contact with the UNDP focal point, who will provide feedback and approve the services at every stage.

Minimum Technical Requirements

IMPORTANT NOTE: Bidders that do not comply with the minimum requirements listed below may be directly disqualified.

Company requirements

- At least 5 years of experience in virtual event development, facilitation, and management for intergovernmental organizations, like the United Nations, **required**.
- At least 3 similar projects carried out during the past 5 years, **required**.

Important note: The vendor is expected to submit a brief description of relevant past assignments with contacts for reference check.

- The offeror is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- The offeror has not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization.
- The offeror has no conflict of interest in undertaking this assignment; it does not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with the firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- The offeror has not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future; and undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

Personnel Requirements

Educational requirements for team members: All team members are in possession of least Bachelor's in communication, Social Sciences, Organizational Leadership, or a related field, **required.**

Professional experience requirements for team members: At least 5 years' experience of virtual event development, facilitation, and management for Intergovernmental organization, like the UN, and the rest of what we have under the company requirements. **CV of the proposed team members must be submitted.**

Methodology

A methodology paper should be submitted (**maximum 5 pages**), with a description of the approach including how the various service elements will be 1) organized, 2) managed, 3) controlled and 4) delivered.

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements.

Evaluation

1. Technical responsiveness/Full compliance to requirements as described in Annex I & II
2. Full acceptance of the Contract General Terms and Conditions (Annex III)

The Purchase Order will be awarded to the offeror that offers the lowest priced technically qualified quotation.

Annex II

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. _ UNDP/RFQ/CB/2021/001 Provide virtual meeting development and facilitation support for the 2021 Rule of Law Annual Meeting and the Tripartite Partnership (TPP) Meeting.

TABLE 1: Price table for Lot 1, and Lot 2

Lot#	Item/s to be Supplied	Due Date (Estimated)	Description	Total Price (USD)
1	Lot 1 –Development, facilitation and technical support to virtual Annual Rule of Law and Human Rights meeting for approximately 500 participants taking place over 4 days in June 2021 (exact date TBC).	30 June 2021	Development and facilitation support, including technical support. This includes the development of a relevant website, registration, speaker support, etc.	
2	Lot 2 - Development, facilitation and technical support to virtual TPP meeting for approximately 100 participants taking place over 2 days in June 2021 (exact date TBC).	30 June 2021	Development and facilitation support, including technical support. This includes the development of a relevant website, registration, speaker support, etc.	
	TOTAL PRICE			

¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Description of deliverables	June 2021	Number of Days
1. Webpage creation and Management (incl. the recording of all sessions)	X	12 working days
2. Sessions' platform logistics	X	6 working days
3. Co-management of invitations and registration of participants	X	6 working days
4. Coordinate the work of technical facilitators (Hosts) in assisting speakers	X	13 working days
5. Overall event management	X	6 working days
6. Post Meeting wrap up/reporting	X	6 working days
TOTAL number of days for the 2 events		55 working days

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

Annex III

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

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

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem

or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

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

- 13.2.1** any other party with the Discloser's prior written consent; and,
- 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
 - 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
 - 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in

accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.