

INDIVIDUAL CONSULTANT (National)  
PROCUREMENT NOTICE



Date: 24<sup>th</sup> March 2021  
Ref: UNDP-IC-2021-112  
ORPS: 997

**Country:** Pakistan

**Description of the assignment:** "Evaluation of National Policy Support Programme"

**Project name:** Policy Support Programme -DPU-UNDP

**Period of assignment/services (if applicable):** The duration of the contract will be 40 working days.

**Location:** Islamabad.

Please submit your Technical and Financial proposals to the following address not later than **07<sup>th</sup> April 2021 at 12:30 PM PST**

**UNDP- IC-2021-112**

**UNDP Registry, Quotation/Bids/Proposals**

United Nations Development Programme  
Serena Business Complex, 2<sup>nd</sup> Floor, Khayaban-e-Suharwardy,  
Islamabad, Pakistan  
Tel: 051-8355600 Fax: 051-2600254-5

or by email to [bids.pk@undp.org](mailto:bids.pk@undp.org) no later than **07<sup>th</sup> April 2021 at 12:30 PM PST**.

**Kindly write the following on top left side of the envelop or email subject line "UNDP-IC-2021-112- "Evaluation of National Policy Support Programme".**

**Important note for email submissions:** Please put "UNDP-IC-2021-112" in the subject line. Further, our system will not accept emails those are more than 30 MB size. If required, segregate your emails to accommodate email data restrictions. For segregated emails please use sequence of emails like Email 1, Email 2 .... in the subject line. For attachment purposes please only use MS Word, Excel, Power Point or PDF formats.

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

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

## **Terms of Reference**

### **IC - Evaluation of National Policy Support Programme**

#### **A. Project Title:** Policy Support Programme

#### **B. Background and context**

Policy Support Programme is designed to support UNDP's role on influencing policy reform through technical and evidence-based research on key areas of Pakistan's development challenges. The project is in the second phase of implementation with the first phase 2013-17 focusing on several emerging issues and improved development planning on areas related to poverty & inequality, investment in youth bulge, MDG monitoring & reporting, early adoption of 2030 Agenda and several other areas in governance, environment and climate change and human development.

In continuation of project Phase I, the project's second phase of implementation 2018 – 2022 focuses on continuation of its research work to provide analytical base for informed decision making and support to the Sustainable Development Goals' implementation at national and sub-national level. The key focus areas are strengthening national and sub-national capacities in generating inclusive & sustainable growth through evidence-based research & analysis and policy dialogue, improve cross-practice work in key thematic areas such as institutional strengthening, governance, crisis prevention and other aspects of human development, and advancing the role of innovation in policy making to address urgent developmental challenges.

The project has three core outputs that are interlinked and mutually reinforcing. Output 1 relates to improved evidence, research and analysis and policy dialogues on issues of inclusive & sustainable growth and human development. This is achieved through developing National Human Development Report and publishing quarterly publication of Development Advocate Pakistan. Output 2 relates to demand based technical support provided to program units of UNDP for improved targeting, impact assessment, program design and related areas. Output 3 on innovation promoted for addressing high priority development issues, including urbanization, urban resilience, water recycling/conservation, urban greening, and energy efficiency.

UNDP intends to evaluate the project as an avenue to acknowledge project contributions, identify key lesson learnt and improve programing for the next cycle of the project. In this regard services of a consultant are being hired to undertake project evaluation of Policy Support Programme.

#### **Project details:**

Project/outcome title	Policy Support Programme
Atlas ID	00087069
Corporate outcome and output	<p>Outcome - By 2022, the people in Pakistan will have increased knowledge of their rights and improved access to more accountable, transparent, and effective governance mechanisms and rule of law institutions.</p> <p>Output 9.3: Through active citizen engagement, national/ provincial governments shape public policy priorities and establish planning, financing, and monitoring mechanisms, facilitating implementation of the Sustainable Development Goals.</p>

Country	Pakistan	
Region	South Asia	
Date project document signed	1/12/2017	
Project Dates	<b>Phase 1</b> Start: 01 July 2013 <b>Phase 2</b> Start: January 2018	Phase 1 End: 31 December 2017 Phase 2 End: 31 December 2022
Duration of evaluation	January 2016 – December 2020	
Project budget	US\$ 2.5 million	
Project expenditure at the time of evaluation	US \$ 2.4 million	
Funding source	UNDP resources Development Partners – UNICEF, SDC	
Implementing Party	UNDP in collaboration with Ministry of Planning, Development and Reforms and Provincial Planning and Development Departments.	

### C. Evaluation purpose, scope, and objectives

The evaluation will review the strategy, results achieved/not achieved and lessons learnt of the Policy Support Programme. The evaluation will assess progress towards the achievement of the project outputs and contribution towards the United Nations Sustainable Development Framework (UNDAF III)/Country Programme Documents (2013-2017 & 2018-2022) outcomes as specified in the Project Document and assess signs of project success or failure with the goal of identifying the necessary changes to be made to set the project on-track to achieve its intended results feeding into the development of new UNDAF, CPD (2023-2027) as well as aligning it with emerging national priorities. The evaluation will also review the project's strategy with regards to its relevance, effectiveness, efficiency, impact, and sustainability of major interventions. Overall, the evaluation should specify what the project has achieved so far, along with the value addition; assess the progress made against planned results, as well as assess challenges, opportunities, risks and lessons learnt. It should recommend ways in which UNDP may increase its effectiveness, relevance and coherence of project with emerging national government priorities.

The evaluation will focus on evaluating the progress made through the three project outputs, therefore, contributing to the progress made towards shaping evidence-based public policy with an intensively participatory and inclusive approach to ensure inclusive and sustainable economic growth. In addition, the progress on results will also be assessed on the successful utilization of Leaving No One Behind approach, while also focusing to identify contributions made towards women empowerment, gender mainstreaming, youth and towards other vulnerable populations.

The major audience of this evaluation will be UN in general and UNDP Pakistan, along with relevant Government Departments, including Ministry of Planning, Development and Special Initiatives as well as the provincial Planning and Development departments of Khyber Pakhtunkhwa, Punjab, Sind, and Balochistan also including special regions Gilgit Baltistan and Pakistan Administered Kashmir. The evaluation recommendations will help UNDP in making

timely course correction for supporting the national/sub-national governments in upstream policy related interventions.

#### **D. Evaluation criteria and key questions.**

The evaluation will evaluate effectiveness of the Policy Support Programme project in achieving the UNSDF/CPD outcome and three project outputs identified in the project document. More specifically, the evaluation will address the following questions (the questions do not present an exhaustive list and more may be added while finalizing the Inception Report).

##### **Relevance:**

1. What is the value of intervention in relation to supporting national/sub-national governments in evidence-based, bottom-up inclusive public policies development or upgradation and roll out?
2. Is the project results/interventions coherent with national/sub-national upstream policy work?
3. The relevance of project outputs to UNDP's country-level/UNDP Strategic Plan results, national policies and the priorities and needs of the partners and target groups.
4. The extent to which project design incorporated the leave no one behind<sup>1</sup> approach and focused on women empowerment, gender mainstreaming, youth and other vulnerable populations.

##### **Efficiency:**

1. What is the project status with respect to targeted outputs in terms of quality and timelines?
2. What is the potential that the project will successfully achieve the desired Outputs?
3. If there were any delays in the project targets achievement for the performance indicators, what were the causes of the delay, and what was the effectiveness of corrective measures undertaken?
4. To what extent were adequate resources (financial and human) secured prior to project implementation? Were the requested government tranches received on time?
5. Is there any appropriate mechanism for monitoring the progress of the project? If yes, is there adequate usage of results/data for programming and decision making?
6. What are the potential challenges/risks that may prevent the project from producing the intended results?

##### **Effectiveness:**

1. Are the project's outputs clearly articulated, feasible, realistic?
2. To what extent the project logic, concept and approach is appropriated and relevant to achieving the project targets and objectives?
3. Are the underlying assumptions on which project interventions has been based, valid? Is there a clear and relevant Theory of Change?
4. To what extent has the project managed to implement activities across the project target locations (provinces and federal)?

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<sup>1</sup> Refer to *What Does It Mean To Leave No One Behind? A UNDP discussion paper and framework for implementation*, July 2018 (<https://www.undp.org/content/undp/en/home/librarypage/poverty-reduction/what-does-it-mean-to-leave-no-one-behind-.html>).

5. To what extent the project implementation modalities been appropriate to achieve the overall desired results?
6. What factors have contributed in achieving the desired results?
7. To what extent do external factors, such as government ownership, security constraints, have impacts on project implementation?
8. How effective the project proved to be in the areas of mainstreaming gender within the overall shaping evidence-based, bottom-up inclusive public policies that lead to sustained inclusive and sustainable economic growth. in the country?

**Impact:**

1. Is the project communications strategy effective in positively promoting the project to a wider audience?
2. Has the intended wider audience of the project been engaged in the project activities?

**Sustainability:**

1. To what extent has the project been able to engage proactively and effectively in establishing partnerships with private sector, NGOs and other national/sub-national government institutions - what worked well and what didn't and why and how this can be improved going forward
2. What are national partner's resources, motivation and ability to continue implementing project till end?
3. To what extent is there constructive cooperation among the project partners? What are the levels of satisfaction of government counterparts etc.
4. What is the likelihood that project results will be sustainable in terms of systems institutions financing and anticipated impact?

**Coherence:**

1. Compatibility with other interventions, may be Internal or External: Do other interventions and policy level work in UNDP or at the government support or undermine the project being evaluated? (internal coherence)? How is coordination facilitated?
2. Do the project interventions add value without duplicating efforts?

**Cross-cutting issues – application of innovative tools/practices, youth engagement, Human rights, gender equality and women empowerment:**

1. To what extent have poor, indigenous and physically challenged, women and other disadvantaged and marginalized groups benefited from the work of UNDP in the country?
2. To what extent have gender equality and the empowerment of women been addressed in the design, implementation and monitoring of the project?
3. To what extent has the project promoted positive changes in gender equality and the empowerment of women? Were there any unintended effects?
4. To what extent has the project utilized or work towards introducing/applying innovative tools/practices in implementation of the project activities and achieving results - what worked well and what didn't and why and how this can be improved going forward
5. To what extent project has been able to successfully engage youth in policy dialogues/discussions during implementation – what worked well and what didn't and why and how this can be improved going forward

**E. Methodology.**

This evaluation relies on mostly qualitative research tools (In-depth interviews and Focus group discussions) to assess the extent to which the strategies and activities undertaken have

achieved their objectives; positive achievements of the interventions; challenges faced during implementation and steps taken to address them; lessons learned; and possible recommendations to guide the project in future. To get a holistic appraisal of the above mentioned, the evaluation will engage multiple stakeholders representing the Government (including implementing partners and other departments associated/relevant with the project, civil society, development partners, private sector etc. through interviews. It is expected that the consultant should conduct around 15 to 20 interviews with the relevant stakeholders including government counterparts, private sector entities, policy research institutes, UN entities and development partners, and relevant UNDP regional office colleagues. The final list of interviews will be agreed upon with the evaluator at the inception phase of the evaluation. In addition to consultations and interviews, the evaluator will undertake thorough desk review of literature available on Policy Support programme in Pakistan, including internal documents like project documents, its project publications and other relevant material.

#### **F. Evaluation products (key deliverables)**

At the outset, the evaluator will produce an evaluation inception report based on a review of all relevant documents and initial consultations with relevant stakeholders and present it to UNDP's Development Policy Unit (DPU), the Management Support Unit (MSU), to explain the objectives and detailed methodology for the evaluation.

The consultant will produce an initial presentation on key findings of evaluation, followed by a draft evaluation report for feedback and approval from UNDP. Final evaluation report, including all originally filled data collection tools e.g., questionnaires, interview notes, etc. will be presented as a final deliverable. (See Section 9 for payment break-up against the deliverables).

#### **G. Required competencies for the evaluator.**

##### **Title: Project Review/Evaluation Specialist**

##### **Academic qualifications:**

Master's Degree in social sciences, international economics, international relations, law public administration, Monitoring and Evaluation or other closely related field from an accredited university.

##### **Experience:**

- 15 years of working experience in evaluation and social research, with 10 years demonstrated experience in project evaluations related to development sector.
- Proven experience in evaluating projects/programmes of UN or development agencies.
- Strongly analytical and research skills with sufficient understanding of quantitative and qualitative methods and data analysis.
- Familiarity with UN evaluation norms and guidelines and processes required.
- Understanding on sustainable development goals and Pakistan's commitment towards its achievement.

##### **Language:**

- Fluency in written and spoken English is a requirement.
- Knowledge of local languages if any.

##### **Competencies**

- Demonstrated integrity by modeling the UN's values and ethical standards.

- Promotes the vision, mission, and strategic goals of UNDP.
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.
- Treats all people fairly without favoritism.

### **Special skills Requirements:**

- Shows ability to communicate and to exercise advocacy skills in front of a diverse set of audience.
- Focuses on impact and results for the client and responds positively to feedback.
- Demonstrate openness to change and ability to manage complexities.
- Consistently approaches work with energy and a positive, constructive attitude.
- Ability to work collaboratively with colleagues in a diverse environment.
- Build strong relationships with internal and external actors.
- Ability to work independently with strong sense of initiative, discipline, and self-motivation.

### **H. Evaluation ethics.**

This evaluation will be conducted in accordance with the principles outlined in the UNEG 'Ethical Guidelines for Evaluation'. The evaluators must safeguard the rights and confidentiality of information providers, interviewees, and stakeholders through measures to ensure compliance with legal and other relevant codes governing collection of data and reporting on data. The consultant must also ensure security of collected information before and after the evaluation and protocols to ensure anonymity and confidentiality of sources of information where that is expected. The information knowledge and data gathered in the evaluation process must also be solely used for the evaluation and not for other uses with the express authorization of UNDP and partners.

The evaluation will follow UNDP guidelines on the ethical participation of beneficiaries and women. In addition, all participants in the study will be fully informed about the nature and purpose of the evaluation and their requested involvement. Only participants who have given their written and verbal consent (documented) will be included in the evaluation. Specific mechanisms for generating feedback from stakeholders against the results of evaluation will be included in the elaborated methodology. All the documents including data collection, entry, and analysis tools and all the data developed or collected for the evaluation will be the intellectual property of UNDP.

### **I. Management and implementation arrangements.**

The consultant will be reporting to the Assistant Resident Representative, DPU. The evaluation process will be guided by the Management Support Unit (MSU), UNDP to ensure all corporate evaluation guidelines are followed. The Project team will facilitate information sharing, identifying stakeholders for meetings and overall coordination of the assignment.

### **J. Time frame for the evaluation process.**

<b>Indicative Timeframe</b>	<b>Activity</b>	<b>Weightage</b>
Within one week after the signing of the contract	<ul style="list-style-type: none"> <li>• Inception report, based on consultation with UNDP and government counterparts, explaining the methodology, approach, list of stakeholders for consultation etc.</li> </ul>	20%

Within 3 weeks after submission of inception report.	<ul style="list-style-type: none"> <li>• Document gathering and review.</li> <li>• Telephonic and in person meetings/interviews with key project stakeholders, project managers, UNDP Country Office</li> <li>• Schedule and conduct meetings and interviews with project stakeholders including government and project personnel.</li> <li>• Initial findings presentation presented to Country Office UNDP and relevant stakeholders</li> </ul>	30%
2 weeks after submission of last deliverable	<ul style="list-style-type: none"> <li>• Submit draft Evaluation Report to UNDP for review and feedback</li> </ul>	30%
Within 2 weeks of receiving the feedback and comments from UNDP	<ul style="list-style-type: none"> <li>• Incorporating feedback received from UNDP and finalize Evaluation Report.</li> </ul>	20%

**K. Duration of the Work:** Duration will be 40 days based on weeks for each deliverable (not necessarily working for full week). We assume that consultant will share methodology and financial for the duration based on level of efforts required.

**L. Duty Station:** Duty station for this assignment is Islamabad. No major travel outside the duty station is anticipated. Any interviews outside the duty station will be conducted virtually.

### Scope of Price Proposal and Schedule of Payments

Consultant must send a financial proposal based on Lump Sum amount and the breakdown of this lump sum against each deliverable (including travel, per diems, and number of anticipated working days). Payment will be made on achieving the deliverables submitted as per indicated timeframe, along with outputs delivered to achieve the objective of the assignment. The progress reports will be approved by the ARR, Development Policy Unit.

### Documents to be included when submitting the Proposals:

The following documents are requested:

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

- e) Financial Proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided.

## M. Evaluation

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

- 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 felicitation.
  - Technical Criteria weight; [70%]
  - Financial Criteria weight; [30%]

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

Criteria		Weight	Max. Point
<b>Technical</b>		<b>70</b>	
Master's Degree in social sciences, international economics, international relations, law public administration, Monitoring and Evaluation or other closely related field.		10	
15 years of working experience in evaluation and social research, with 10 years of experience in project evaluations related to development sector.		10	
Strongly analytical and research skills with sufficient understanding of quantitative and qualitative methods and data analysis. Familiarity with UN evaluation norms and guidelines and processes required.		10	
Technical Proposal that includes methodology to achieve the objectives of the assignment and deliverables;		40	
<b>Financial</b>		<b>30</b>	
<b>Total score</b>	<b>Technical score 70+30 Financial</b>		
<b>Weight per Technical Competence</b>			
Weak: Below 70%	The individual consultant has demonstrated a <b>WEAK</b> capacity for the analyzed competence		
Satisfactory: 70-75%	The individual consultant has demonstrated a <b>SATISFACTORY</b> capacity for the analyzed competence		
Good: 76-85%	The individual consultant has demonstrated a <b>GOOD</b> capacity for the analyzed competence		
Very Good: 86-95%	The individual consultant has demonstrated a <b>VERY GOOD</b> capacity for the analyzed competence		
Outstanding: 96-100%	The individual consultant has demonstrated an <b>OUTSTANDING</b> capacity for the analyzed competence		

**N. The consultant/evaluator will carry out desk review of the following documents:**

- Project document (signed)
- Annual Workplans
- Annual Progress Reports/Result Oriented Analysis Report (ROAR)
- Project Quality Assurance reports (Design, Implementation & Monitoring conducted since 2016 until 2019)
- Meeting Minutes of important meetings held with various stakeholders, including project board and technical group meeting minutes.
- Annualised Targets versus results achieved and annual budget versus expenditure (2016-todate)
- Partnership arrangements (e.g., agreements of cooperation with Governments or partners).
- UNDP evaluation policy, UNEG norms and standards and other policy documents
- Correspondence with government counterparts
- Any other material that consultant/evaluator considers useful for the evidence-based review.

**O. Evaluation matrix template.**

The Consultant will create matrix as a map and reference planning and conducting an evaluation. It also serves as a useful tool to summarize and visually presenting the evaluation design and methodology for discussion with stakeholders. This will complement the project's M&E Plan for each indicator. A sample evaluation matrix is provided below:

Relevant evaluation criteria	Key Questions	Specific sub questions-probing questions	Data source	Data collection methodology	Indicators/s uccess standard	Methods for data analysis

**P. Outline of the evaluation report.**

Suggested template for the evaluation report:

1. Title and opening pages with details of the project/program/outcome.
2. Project and evaluation Information details: Project title, Atlas number, budgets and project dates and other key information.
3. Table of contents.
4. List of acronyms and abbreviations.
5. Executive summary: a stand-alone section of maximum four pages including the quality standards and assurance ratings.
6. Introduction and overview. What is being evaluated and why?
7. Description of the intervention being evaluated. Provides the basis for report users to understand the logic and evaluability analysis result, assess the merits of the evaluation methodology and understand the applicability of the evaluation results.
8. Evaluation scope and objectives. The report should provide a clear explanation of the evaluation's scope, primary objectives, and main questions.
9. Evaluation approach and methods. The evaluation report should describe in detail the selected methodological approaches, methods, and analysis.

10. Data analysis. The report should describe the procedures used to analyze the data collected to answer the evaluation questions.
11. Findings. Evaluation findings should be based on an analysis of the data. They should be structured around the evaluation questions. Variances between planned and actual results should be explained, as well as factors affecting the achievement of intended results.
12. Conclusions. Conclusions should highlight the strengths, weaknesses, and outcomes of the intervention. They should be well substantiated by the evidence and logically connected to evaluation findings.
13. Recommendations. The report should provide a reasonable number of practical, feasible recommendations directed to the intended users of the report about what actions to take or decisions to make.
14. Lessons learned. As appropriate and as requested in the TOR, the report should include discussion of lessons learned from the evaluation of the intervention.
15. Report's Annexes.

## **ANNEX**

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

## GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **17. SETTLEMENT OF DISPUTES:**

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

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

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

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

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

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

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