**RE-ADVERTIZED**

**INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)**

**National Consultancy for Climate Change Adaptation Mitigation Expert**

**Date: 31 March 2021**

**Procurement Notice No:** IC/TZA/2021/UNDP-005

**Project Title:** National Consultancy for Climate Change Adaptation Mitigation Expert

 **Duty Station:** Home-based with limited field travel to project sites. Expected places of travel

Dar es Salaam, Dodoma, Morogoro and selected project sites.

**Period of assignment:** 45 Working days spread over the period from April to December 2021.

**Eligibility: Qualified and experienced national consultants are invited to submit their proposals. Groups of**

**Individuals and/or Firms are not eligible for this consultancy assignment (appointment will only be at an individual level)**

**Scope of Work:**

The CCAM Expert will be responsible for leading preparatory technical studies and reviews focusing on climate Change Adaptation and Mitigation under the guidance of the PPG Team Leader (TL) and in close collaboration with the other consultants of the PPG Team, especially the Forest Protected Areas Specialist and PA Biodiversity Financing Expert, to produce technical studies and assessment of climate vulnerability and impacts, to inform inputs as agreed with the TL into development of the UNDP/GEF Prodoc, CEO ER and Annexes.

The CCAM consultant will liaise closely with the UNDP Country Office and the relevant UNDP Regional Technical Advisor for Ecosystems and Biodiversity, and the national PPG Working Group which constitutes Government staff and other key stakeholders (Working Group TORs shall be shared during the briefing).

**Separate technical and financial proposals** detailing understanding of the TOR, methodology and work plan should be submitted through; **icprocurement.tz@undp.org****not later than Friday, 09 April 2021 at 01:30 AM (EAT).**

**IMPORTANT NOTE**:

The reference of the IC Procurement Notice No. IC/TZA/2021/005 should be indicated on all correspondences.

Any request for clarification must be sent in writing, or by standard electronic communication to the e-mail address: **tenders.tz@undp.org**. UNDP Tanzania will respond in writing or by standard electronic mail to the requestor and share the answer with all invited offerors without identifying the source of inquiry. Please Quotein all inquiries**.**

1. **BACKGROUND**

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| The United Nations Development Programme (UNDP) Tanzania in collaboration with the Vice President’s Office and the Ministry of Natural Resources and Tourism through the Tanzania Forest Services (TFS), are developing a full-sized UNDP/GEF project which aims to build the resilience of forest biodiversity to the threats of climate change in Tanzania’s Nature Forest Reserves. The project will integrate enabling activities for mainstreaming climate mitigation and adaptation actions into management, sustainable development strategies and financial sustainability of the NFR network.Following the approval of the PIF by the GEF Secretariat in December 2020, UNDP received a Project Preparation Grant (PPG) to develop a full project document. In this context, UNDP is seeking the services of national consultant with extensive experience in the field of Climate Change Adaptation and Mitigation who will be responsible for leading technical studies related to climate change adaptation and mitigation including the review of national frameworks (including policies, regulations, strategies and action plans), as well as mandates, institutional capacities and coordination mechanisms for effective climate change planning. The consultant will work under the guidance of a PPG TL to prepare input into development of the UNDP/GEF Prodoc and associated documents. The CCAM consultant will join a team of 5 individual specialists recruited separately and together will work as a team. The team comprises of 2 international consultants and 3 national consultants. The national consultant team will include I) **Protected Areas Biodiversity Financing Specialist**, 2) **Forest Protected Area Specialist** (will also serve as Deputy Team leader)**, 3)** **Community Consultation Expert.** The International consultants include **1) Project Design expert** (Team Leader) and **2**) **A Social and Environmental Safeguards Expert** whowill be engaged to work with support of the Community Consultation Specialist to conduct the necessary assessments and report to the team leader. Details on tasks for all consultants and their deliverables are found in the final PID that will be provided electronically at the start of the assignment. The final Project Idea Form (PIF) will also be provided electronically. |

1. **DUTIES AND RESPONSIBILITIES**

For detailed information on the tasks to be performed and expected deliverables, please refer to the Terms of Reference (TOR) embedded in here.

1. **REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS:**

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| **Academic Qualifications*** Master’s degree or higher in a relevant field including climate change science (or similar), environmental science, natural resource management, or related.

**Experience*** Minimum 8 years of demonstrable experience in conducting research in a climate-change related field, particularly with reference to forest management/conservation.
* Demonstrated experience in conducting climate vulnerability assessments, policy reviews, and developing climate risk management/reduction plans; and prior experience carrying out GHG emissions estimates using FAO EXACT.
* Analytical thinking and research skills, with demonstrated capacity to synthesize complex technical data for application in project design.
* Good communication skills, with excellent technical writing skills, in English.
* Established track record for working well in a team, with prior experience working as part of a project development team for a UNDP-supported, GEF-financed project an added advantage

**Functional Competencies*** Demonstrated ability to plan, organize logically, effectively implement and meet set deadlines
* Good interpersonal and communication skills, including a demonstrated ability to set out a coherent argument in presentations and group interactions
* Conceptual and strategic analytical capacity coupled with good writing skills
* Ability to coordinate and work in teams, as well as in complex environments
* Proven experience in participatory processes and in facilitating dialogue between Government, Development partners, private sector and civil society.

**Compliance with UN Core Values*** Demonstrates integrity by modelling 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 favouritism.

**Language*** Fluency in written and spoken English.
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1. **DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS**
2. **Technical (70 points - pass mark is 49 points)**

**Proposed format for submission of Technical Proposal**

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| --- |
| Explain why you consider yourself a suitable candidate for the work specified in the ToR |
| *Click here to enter text* |
| Provide a brief methodology on how you will approach and conduct the work  |
| *Click here to enter text* |
| Personal P11 and CV including at least 2 references |
| *Click here to enter text* |
| Availability, please indicate any limitations in availability or other time constraints |
| *Click here to enter text* |
| 1-2 sample reports |
| *Click here to enter text* |

1. **Financial proposal** (prepared in accordance with the instructions indicated below)
2. **Financial Proposal (30 points)**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| The financial proposal shall specify a **total lump sum amount,** and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output (For detailed payment schedule, please refer to the TOR attached). In order to assist the Requesting Unit in the comparison of financial proposals, **the financial proposal will include a breakdown of this lump sum amount**.**Proposed format for submission of Financial Proposal:**

|  |  |  |
| --- | --- | --- |
| **S/No** | **Item/Description** | **Amount (TZS)** |
| 1. | Professional Fee (number of working day x Daily Rate) |  |
| 2. | Other expenses (please specify if any) |  |

\* No DSA at duty station\* Financial Proposal MUST be in TZS |

1. **EVALUATION METHOD**

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| Individual Consultants will be evaluated based on the following methodology:**Cumulative Analysis:**The contract will therefore be awarded to the Individual Consultant whose offer has been evaluated and determined as both:1. Responsive/compliant/acceptable, and
2. Having received the highest score out of the pre-determined set of weighted technical and financial criteria specific to the solicitation:

\* Technical Criteria weight: 70%\* Financial Criteria weight (based on the lumpsum amount): 30% |

|  |
| --- |
| Only candidates obtaining a minimum of 49% points in the technical evaluation will be considered for the Financial Evaluation. |
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| --- | --- | --- |
| **Criteria** |  **Range** | **Score** |
| Master’s degree or higher in a relevant field including climate change science (or similar), environmental science, natural resource management, or related | 10 |  |
| Demonstrated experience in conducting climate vulnerability assessments, policy reviews, and developing climate risk management/reduction plans; and prior experience carrying out GHG emissions estimates using FAO EXACT | 20 |  |
| Established track record for working well in a team, with prior experience working as part of a project development team for a UNDP-supported, GEF-financed project an added advantage | 10 |  |
| Proposed Methodology and work plan based on the objectives and approaches outlined in the TOR | 30 |  |
| **Financial Proposal** | **30** |  |
| **TOTAL SCORE** | **100** |  |

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**ANNEX 1 - TERMS OF REFERENCE (TOR)**

**ANNEX 2 - INDIVIDUAL CONSULTANTS GENERAL TERMS AND CONDITIONS**

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**Jeremiah Mallongo**

 Operations Manager

**ANNEX 1**

Terms of Reference for Individual Consultant

**Development of a full size GEF Project Document (PPG) - National Consultancy**

**GENERAL INFORMAION**

**Services Description:** The **Climate Change Adaptation/Mitigation (CCAM) Expert** will be responsible for leading Preparatory technical studies and Reviews focusing on climate Change Adaptation and Mitigation under the guidance of the PPG Team Leader (TL), and prepare inputs as agreed with the TL into development of the Prodoc, CEO ER and Annexes.

**Project Title:** Building the resilience of forest biodiversity to the threats of climate change in Tanzania’s Nature Forest Reserves.

**Post Title:** National Consultant. **Groups of Individuals and/or Firms are not eligible for this consultancy assignment (appointment will only be at an individual level)**

**Duty Station:** Home-based with limited field travel to project sites.

**GEF Focal Area(s)**:  Multi-focal Area - Biodiversity & Climate Change

**Expected Places of Travel: Dar es Salaam, Dodoma, Morogoro & selected project sites**.

**Duration:** **45** Working days spread over the period from April to December 2021

**Expected Start Date:** Immediately upon signing contract

**I. BACKGROUND / PROJECT DESCRIPTION**

The United Nations Development Programme (UNDP) Tanzania in collaboration with the Vice President’s Office and the Ministry of Natural Resources and Tourism through the Tanzania Forest Services (TFS), are developing a full-sized UNDP/GEF project which aims to build the resilience of forest biodiversity to the threats of climate change in Tanzania’s Nature Forest Reserves. The project will integrate enabling activities for mainstreaming climate mitigation and adaptation actions into management, sustainable development strategies and financial sustainability of the NFR network.

Following the approval of the PIF by the GEF Secretariat in December 2020, UNDP received a Project Preparation Grant (PPG) to develop a full project document. In this context, UNDP is seeking the services of national consultant with extensive experience in the field of Climate Change Adaptation and Mitigation who will be responsible for leading technical studies related to climate change adaptation and mitigation including the review of national frameworks (including policies, regulations, strategies and action plans), as well as mandates, institutional capacities and coordination mechanisms for effective climate change planning. The consultant will work under the guidance of a PPG TL to prepare input into development of the UNDP/GEF Prodoc and associated documents. The CCAM consultant will join a team of 5 individual specialists recruited separately and together will work as a team. The team comprises of 2 international consultants and 3 national consultants. The national consultant team will include I) **Protected Areas Biodiversity Financing Specialist**, 2) **Forest Protected Area Specialist** (will also serve as Deputy Team leader)**, 3)** **Community Consultation Expert.** The International consultants include **1) Project Design expert** (Team Leader) and **2**) **A Social and Environmental Safeguards Expert** whowill be engaged to work with support of the Community Consultation Specialist to conduct the necessary assessments and report to the team leader. Details on tasks for all consultants and their deliverables are found in the final PID that will be provided electronically at the start of the assignment. The final Project Idea Form (PIF) will also be provided electronically.

This TOR is seeking the services of a Climate Change Adaptation/Mitigation Expert

**II. SCOPE OF WORK**

The CCAM Expert will be responsible for leading preparatory technical studies and reviews focusing on climate Change Adaptation and Mitigation under the guidance of the PPG Team Leader (TL) and in close collaboration with the other consultants of the PPG Team, especially the Forest Protected Areas Specialist and PA Biodiversity Financing Expert, to produce technical studies and assessment of climate vulnerability and impacts, to inform inputs as agreed with the TL into development of the UNDP/GEF Prodoc, CEO ER and Annexes.

The CCAM consultant will liaise closely with the UNDP Country Office and the relevant UNDP Regional Technical Advisor for Ecosystems and Biodiversity, and the national PPG Working Group which constitutes Government staff and other key stakeholders (Working Group TORs shall be shared during the briefing).

*Due to the ongoing COVID pandemic it is possible that the bulk of the work may have to be conducted remotely, but the consultant will be expected to travel to project sites assuming no travel restrictions and if it is deemed safe to do so, and in accordance with all UNDP Duty of Care protocols and any applicable national directives*.

**III. EXPECTED OUTPUTS AND DELIVERABLES**

Based on the scope of work outlined above, the consultant is expected to ensure the delivery of the following outputs and deliverables, working in accordance with all relevant GEF-7 and UNDP requirements, guidance notes and strategies. In this case the CCAM consultant will be responsible for delivering the following:

**Deliverables:**

1. Preparatory Technical Studies and Reviews focusing on climate Change Adaptation and Mitigation: Prepare inputs and support the required analyses/studies, as agreed with the PPG Team Leader, including:
	1. **Review of national frameworks** (including policies, regulations, strategies, and action plans), as well as mandates, institutional capacities and coordination mechanisms for effective climate change planning/adaption and implementation of the NAP and (NDC if applicable).
	2. **Comprehensive** **assessment of climate vulnerability and impacts** for the NFRs and buffer zones with the overall aim to identify adaptation and mitigation measures to reduce climate-related threats and strengthen resilience in NFRs and adjacent communities. Assessment to include at least: identification and description of climate-related hazards (ranked according to likelihood and probability), vulnerability (physical, social, economic and environmental) and exposure (of people, livelihoods, species and ecosystems, environmental functions, services, resources, infrastructure and social, economic and cultural assets); identification of cost-effective and feasible threat-reduction measures and activities (e.g. related to fire management, IAS, restoration of forest cover etc); description of the required technical and institutional capacity, information needs, equipment, human and financial resources to implement the activities effectively and sustainably; recommendations and guidelines for incorporation of climate risk-reduction measures into Reserve Management Plans
	3. **Collate data required** (e.g. extent of different forest types, biomass, and other parameters required) and **refine the targets for avoided carbon emissions to be achieved by the project**, using the FAO Ex-Ante Carbon Tool (EXACT)
	4. **Compile and analyse existing information** about climate change and related **baseline activities** relevant to management of nature forest reserves and their buffer zones**, identify data gaps** and **make recommendations** for addressing these, including through the development of climate-related **knowledge management and sharing platforms**.
	5. Provide inputs as required to **score existing capacities** to implement climate change adaptation and mitigation activities, using the appropriate GEF Tracking Tools and Capacity Development Scorecards.
	6. **Support the completion of any additional climate change-related studies** that are determined to be necessary for the preparation of the ProDoc and all other final outputs, including review of NDCs, NAP and socio-economic assessments; feasibility assessment for alternative, climate-resilient income generating activities
		* 1. Formulation of the Prodoc, CEO ER, mandatory and project-specific annexes (Component B): Prepare and support development of final PPG deliverables as agreed with the PPG Team Leader, including:
				1. Contribute to development of the Theory of Change and Project Results Framework, with specific inputs relating to Components 1 and 3.
				2. Contribute to development of the project’s M&E Framework by refining climate-resilience-related indicators and verifying baselines and targets including identification of means of measurement, and assumptions; and contribute to completion of the GEF Core Indicator Worksheet, with reference to Indicator 6
				3. Contribute to identification of costed-out activities required for delivery of outputs and outcomes under Components 1 and 3.
				4. Contribute to development of the project’s Risk Register, environmental and social safeguards screening, risk mitigation strategy, and gender mainstreaming and stakeholder engagement plans, ensuring that all climate change-related information and risks is well-integrated.
				5. Define activities for ensuring that climate-related knowledge is effectively shared and guiding climate-proofing of management and use of forest resources
			2. Validation Workshop (Component 3):
				1. Contribute to reparation of and participate in the Validation Workshop.
				2. Revise documentation in line with review inputs received through the validation process, and.
				3. Contribute to writing the Validation Workshop Report, as requested by the PPG Team Leader.
			3. Final Deliverables:
				1. Technical Report: Baseline assessment of climate change-related risks and impacts and recommendations for climate-proofing management of nature forest reserves and forest-based sustainable livelihoods (as per section 1, above);
				2. Final FAO Ex-Ante Carbon Tool Calculations Report, supported by clearly articulated rationale and data; and,
				3. Written inputs to Prodoc, CEO ER and Annexes, as determined by PPG Team Leader.

**Proposed time schedule for deliverables**:

This will be discussed and coordinated closely between the **CCAM** Consultant, the Team Leader and UNDP, however, most studies need to **ready by end June 2021** for the Project Document to be ready by October/November 2021

**The estimation for milestones/deliverables**

|  |  |  |
| --- | --- | --- |
| **Expected outputs/ Deliverable** | **Target due dates** | **Payment %** |
| 1. Inception report with detailed methodology and workplan following consultations with the Team Leader the national Working Group, including an outline of the Preparatory Technical Studies, Reviews, and assessments.
 | Mid-April 2021 | 20 |
| 1. Technical Studies and Reviews focusing on climate Change Adaptation and Mitigation completed
 | Mid-May 2021 | - |
| 1. Written contributions to the formulation of the Prodoc, CEO ER, mandatory and project-specific annexes (Component B) as agreed with the PPG Team Leader
 | End of June 2021 | 30 |
| 1. Participation in the validation workshop to be conducted as per Component C and contributing in writing the validation workshop report
 | End of July 2021 | 20 |
| 1. Technical Report including baseline assessment of climate change-related risks and impacts and recommendations for climate-proofing management of nature forest reserves and forest-based sustainable livelihoods.
 | 30 September 2021 | 30 |

**IV.MANAGEMENT AND INSTITUTIONAL ARRANGEMENTS**

Working under the overall guidance of the PPG Team Leader, the consultant shall work closely with the client (UNDP and the GoT-VPO&TFS) and in collaboration with the national project development team (coordinated by the deputy team-leader, who is one of the national consultants). He/she will receive guidance from the Team Leader, the Country office, and the UNDP RTA throughout the project development process, and specifically regarding quality assurance on ProDoc for submission to UNDP/GEF. At the country level, the consultant will report to the Head of Programme through the UNDP Environment & Climate Change Practice Area Specialist. Due to the current restrictions paused by COVID-19, frequent online meetings will be organised with different teams, with coordination provided by UNDP. If field visits mission must be conducted, consultations with UNDP will be made as appropriate and a decision communicated to all relevant partners.

**V. DURATION OF THE ASSIGNMENT**

It is envisaged that the CCAM consultant will work effectively for **45** days spread over the period from March to December 2021

**VI. REQUIRED QUALIFICATIONS AND COMPETENCIES**

1. Academic Qualifications:

Master’s degree or higher in a relevant field including climate change science (or similar), environmental science, natural resource management, or related

Experience

* Minimum 8 years of demonstrable experience in conducting research in a climate-change related field, particularly with reference to forest management/conservation.
* Demonstrated experience in conducting climate vulnerability assessments, policy reviews, and developing climate risk management/reduction plans; and prior experience carrying out GHG emissions estimates using FAO EXACT.
* Analytical thinking and research skills, with demonstrated capacity to synthesize complex technical data for application in project design.
* Good communication skills, with excellent technical writing skills, in English.
* Established track record for working well in a team, with prior experience working as part of a project development team for a UNDP-supported, GEF-financed project an added advantage
1. Functional Competencies
* Demonstrated ability to plan, organize logically, effectively implement and meet set deadlines
* Good interpersonal and communication skills, including a demonstrated ability to set out a coherent argument in presentations and group interactions
* Conceptual and strategic analytical capacity coupled with good writing skills
* Ability to coordinate and work in teams, as well as in complex environments
* Proven experience in participatory processes and in facilitating dialogue between Government, Development partners, private sector and civil society
1. Compliance with UN Core Values
* Demonstrates integrity by modelling 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 favouritism

1. Evaluation Criteria

|  |  |  |
| --- | --- | --- |
| **Criteria** |  **Range** | **Score** |
| Master’s degree or higher in a relevant field including climate change science (or similar), environmental science, natural resource management, or related | 10 |  |
| Demonstrated experience in conducting climate vulnerability assessments, policy reviews, and developing climate risk management/reduction plans; and prior experience carrying out GHG emissions estimates using FAO EXACT | 20 |  |
| Established track record for working well in a team, with prior experience working as part of a project development team for a UNDP-supported, GEF-financed project an added advantage | 10 |  |
| Proposed Methodology and work plan based on the objectives and approaches outlined in the TOR | 30 |  |
| **TOTAL Technical** | **70** |  |

**Financial proposal – 30**

**VII. CONFIDENTIALITY AND PROPRIETARY INTERESTS**

The Individual Consultant shall not, either during the term or after termination of the assignment, disclose any proprietary or confidential information related to the consultancy service without prior written consent. Proprietary interests on all materials and documents prepared by the consultants under the assignment shall become and remain properties of UNDP

**ANNEX 2**

Individual Consultants General Terms and Conditions

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 Individual 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.

1. **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 Individual Contract. Should any authority external to UNDP seek to impose any instructions on the Individual Contract regarding the Individual contractor’s performance under the Individual 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 Individual Contract or otherwise related to its obligations under the Individual Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Individual 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 Individual 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 Individual Contract. In the performance of the Individual 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 Individual 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 Individual Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Individual 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.

1. **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 Individual Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Individual 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 Individual 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 Individual 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 Individual 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 Individual 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 Individual 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 Individual 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 Individual Contract.

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

1. **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 Individual 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 Individual Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Individual 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.

1. **PROHIBITION ON ASSIGNMENT; MODIFICATIONS**

The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Individual Contract, of any part thereof, or of any of the rights, claims or obligations under the Individual 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 Individual Contract concerning any goods or services to be provided under the Individual Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an Individual Contract by UNDP thereto, unless any such undertakings, licences or other forms of Individual Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Individual Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Individual Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

1. **SUBCONTRACTORS**

In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Individual 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 Individual 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 Individual Contract.

1. **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.

1. **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 Individual 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 Individual Contract, which give rise to legal liability to anyone not a party to the Individual Contract, including, without limitation, claims and liability in the nature of a claim for workers’ compensation.

1. **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 Individual 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 Individual 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 Individual 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 Individual Contract.

1. **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 donor or against any goods supplied or materials furnished under the Individual Contract, or by reason of any other claim or demand against the Individual contractor.

1. **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 Individual 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 Individual 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 Individual Contract.

If the Individual contractor is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Individual Contract, UNDP shall have the right to suspend or terminate the Individual Contract on the same terms and conditions as are provided for below, under “Termination”, except that the period of notice shall be five (5) days instead of any other period of notice. In any case, UNDP shall be entitled to consider the Individual contractor permanently unable to perform its obligations under the Individual Contract in the case of the Individual contractor’s suffering any period of suspension in excess of thirty (30) days.

*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 Individual 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 Individual Contract.

1. **TERMINATION**

Either party may terminate the Individual 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 Individual 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 Individual Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Individual Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is 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 Individual 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.

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 Individual Contract.

In the event of any termination of the Individual 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 Individual 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 Individual 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 Individual 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 Individual 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 Individual 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 Individual Contract. Additional costs incurred by UNDP resulting from the termination of the Individual Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP.

1. **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 Individual Contract, from any other source at any time.

1. **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 Individual 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.

1. **AUDIT AND INVESTIGATION**

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 Individual Contract and for a period of two (2) years following the expiration or prior termination of the Individual 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 Individual Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Individual Contract or the award thereof, the obligations performed under the Individual Contract, and the operations of the Individual contractor generally relating to performance of the Individual 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 Individual 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.

1. **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 Individual 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 Individual 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 Individual Contract, order the termination of the Individual 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 Individual 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 Individual 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.

1. **LIMITATION ON ACTIONS:**

Except with respect to any indemnification obligations in Article 7, above, or as are otherwise set forth in the Individual Contract, any arbitral proceedings in accordance with Article 17 above, arising out of the Individual Contract must be commenced within three 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 Individual Contract, the cause of action accrues when such time of future performance actually begins.

1. **PRIVILEGES AND IMMUNITIES**

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