**INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)**

**International Individual Consultancy for Design and Pilot, Tanzania Capacity Initiative (TCI) based on Rapid Results Approach**

**Date: 21 September 2021**

**Procurement Notice No:** IC/TZA/2021/037

**Project Title:** International individual consultancy for design and pilot, Tanzania Capacity Initiative (TCI) based on Rapid Results Approach.

**Duty Station:** Tanzania

**Period of assignment**: 60 days

**Eligibility: Qualified and experienced international individual consultants are invited to submit their proposals**

**Objective of the Assignment**

The objective of the assignment is to design and pilot a Tanzania Capacity Initiative (TCI), which is aimed at enhancing the capacity, responsiveness, efficiency, transparency, and accountability of the public service in the United Republic of Tanzania (Mainland and Zanzibar). The assignment is expected to catalyze a guided process of transformation in MDAs and LGAs that, would: strengthen human and institutional capacities to achieve significant rapid results; scale-up and sustain those results through a culture of continuous learning and change; use innovative tools that promote systems thinking and transformative approaches in measuring effectiveness of service delivery; as well as driving performance and building consensus for continuous improvement in these processes

**Separate technical and financial proposals** detailing understanding of the TOR, methodology and work plan should be submitted through; [**icprocurement.tz@undp.org**](mailto:icprocurement.tz@undp.org)**not later than Tuesday, 05 October 2021 at 01:30 AM (EAT).**

**IMPORTANT NOTE**:

The reference of the IC Procurement Notice No. IC/TZA/2021/037 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**](mailto: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 Republic of Tanzania, in its third Five Year Development Plan, aims to achieve higher middle-income country status and to become a competitive industrialized economy for human development by 2025. For rapid socio-economic development to be sustainable, it must ensure prosperity is achieved for all through a combination of strong economic management and policies that promote inclusive growth to create jobs and reduce poverty. The agenda of competitiveness requires a public service that is efficient, responsive and delivers timely services to its people with maximum coverage of high-quality services. In addition to the aspirations and achievements gained so far, the current global, regional and national challenges which have raised unprecedented complexity, reduced growth and fiscal space provide a unique opportunity for those in leadership positions in the Tanzania Public Service to transform the system. This transformation will allow the Public Service to become a catalyst for viable and sustainable social development interventions that will raise the dignity of the Tanzanian people.  Matching the high expectations of the Tanzanian people and the budgetary constraints requires an efficient and effective public services with appropriate and skills mix of capacities led by a transformative leadership that moves away from being overwhelmed by routine functions of their respective sectors to taking a more strategic, result-oriented and systems focus that will significantly increase the quality, accessibility and affordability of public services for all.  It is within this context, UNDP intends to support the President’s Office, Public Service Management and Good Governance (PO-PSM), in Tanzania to facilitate capacity enhancement in the public service, with the view of developing a new cadre of civil servants and “transformative leaders,” with the capacity to encourage, inspire and motivate others to innovate and create change that will help grow and shape the future success of their respective institutions in public service delivery. The new cadre of civil servants and leaders is expected to inculcate a change of attitude through the social system that sustains performance, hence resulting into an improved, efficient, and competent public service delivery system. The approach will entail contextualization of a Rapid Results Approach (RRA) within the settings of Tanzania’s public services. The RRA is a systematic and intensive initiative for producing tangible results in a specific problem area. RRA is used to create breakthrough changes in larger programs which are hoped to catalyze a virtuous cycle of achievement where short-term successes create the basis for the achievement of longer-term goals.  UNDP, therefore, seeks to engage experienced consultant in Rapid Results Approach to work with the PO-PSM, in contextualizing the RRA with the aim of designing and pilot, an appropriate homegrown Tanzania Capacity Initiative (TCI), which would inform the co-design of a proposed programme on ‘Public Service Delivery Accelerated Programme’ in Tanzania. |

1. **DUTIES AND RESPONSIBILITIES**

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

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

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| **Academic Qualifications:**  Master’s Degree or above in Public Administration, Political Science, Development Studies, Business Administration, or related Social Science.  **Experience**   * 10 years’ experience in public service management, public sector reforms, leadership development, strategic management, results-based management with a focus on transformation and acceleration of public service delivery. * Knowledge of CODESURE methodology * Demonstrated expertise in modern methodologies of adult/participatory learning. * Demonstrated theoretical and practical knowledge in curriculum design, and development of training materials as well as delivery of similar programmes * Strong facilitation, communication and report writing skills   **Corporate Competencies**   * Demonstrates integrity by modelling the UN’s values and ethical standards. * Ability to establish and maintain good working relations with colleagues in multicultural environment. * Fulfills all obligations to gender sensitivity and zero tolerance for sexual harassment.   **Functional Competencies**   * Proven expertise in the field of public service reforms, capacity building. * Proven experience with advancing new ways of working in organizations. * Proven ability to plan, organize, and control resources, procedures and protocols to achieve specific goals. * Expertise and practical experience in leading change. * Demonstrate high level strategic thinking and analytical skills. * Good time management, teamwork, and coordination skills. * Ability to engage with government, UN agencies, donors, private sector, and other development stakeholders in forging productive working relationships.   **Language**   * Fluent in written and spoken English |

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)**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 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 (USD)** | | 1. | Professional Fee (number of working day x Daily Rate) |  | | 2. | Subsistence allowances (number of calendar days’ x DSA daily rate) |  | | 3. | Reimbursable expenses (Travel, and Terminals, etc.) |  | | 4. | Other expenses (please specify, if any) |  | |

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 only on the professional fees): 30%  Only candidates obtaining a minimum of 49% points in the technical evaluation will be considered for the Financial Evaluation. |
| |  |  | | --- | --- | | **Criteria** | **Weight** | | **Technical Proposal** | **70** | | Academic qualifications | 15 | | Relevant experience, expertise, and knowledge in conducting similar assignment in developing countries | 40 | | Proposed methodology and approach | 15 | | **Financial Proposal** | **30** | | **Total Score** | **100** | |

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

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

Approved by: -------------------------------------------------

**Jeremiah Mallongo**

**Operations Manager**

**ANNEX 1**

Terms of Reference (TOR)

**Individual Consultant for the design and pilot, Tanzania Capacity Initiative (TCI) based on Rapid Results Approach**

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| 1. **Consultancy Information** |
| **Consultanc**y: To design and pilot, Tanzania Capacity Initiative (TCI) based on Rapid Results Approach  **Organization:** UNDP  **Duty Station:** Tanzania  **Duration:** 60 days  **Starting Date:** 15th October 2021 |
| 1. **Organizational Context** |
| The United Republic of Tanzania, in its third Five Year Development Plan, aims to achieve higher middle-income country status and to become a competitive industrialized economy for human development by 2025. For rapid socio-economic development to be sustainable, it must ensure prosperity is achieved for all through a combination of strong economic management and policies that promote inclusive growth to create jobs and reduce poverty. The agenda of competitiveness requires a public service that is efficient, responsive and delivers timely services to its people with maximum coverage of high-quality services. In addition to the aspirations and achievements gained so far, the current global, regional and national challenges which have raised unprecedented complexity, reduced growth and fiscal space provide a unique opportunity for those in leadership positions in the Tanzania Public Service to transform the system. This transformation will allow the Public Service to become a catalyst for viable and sustainable social development interventions that will raise the dignity of the Tanzanian people.  Matching the high expectations of the Tanzanian people and the budgetary constraints requires an efficient and effective public services with appropriate and skills mix of capacities led by a transformative leadership that moves away from being overwhelmed by routine functions of their respective sectors to taking a more strategic, result-oriented and systems focus that will significantly increase the quality, accessibility and affordability of public services for all.  It is within this context, UNDP intends to support the President’s Office, Public Service Management and Good Governance (PO-PSM), in Tanzania to facilitate capacity enhancement in the public service, with the view of developing a new cadre of civil servants and “transformative leaders,” with the capacity to encourage, inspire and motivate others to innovate and create change that will help grow and shape the future success of their respective institutions in public service delivery. The new cadre of civil servants and leaders is expected to inculcate a change of attitude through the social system that sustains performance, hence resulting into an improved, efficient and competent public service delivery system. The approach will entail contextualization of a Rapid Results Approach (RRA) within the settings of Tanzania’s public services. The RRA is a systematic and intensive initiative for producing tangible results in a specific problem area. RRA is used to create breakthrough changes in larger programs which are hoped to catalyze a virtuous cycle of achievement where short-term successes create the basis for the achievement of longer-term goals.  UNDP, therefore, seeks to engage experienced consultant in Rapid Results Approach to work with the PO-PSM, in contextualizing the RRA with the aim of designing and pilot, an appropriate homegrown Tanzania Capacity Initiative (TCI), which would inform the co-design of a proposed programme on ‘Public Service Delivery Accelerated Programme’ in Tanzania. |
| 1. **Purpose of the Assignment** |
| The objective of the assignment is to design and pilot a Tanzania Capacity Initiative (TCI), which is aimed at enhancing the capacity, responsiveness, efficiency, transparency, and accountability of the public service in the United Republic of Tanzania (Mainland and Zanzibar). The assignment is expected to catalyze a guided process of transformation in MDAs and LGAs that, would: strengthen human and institutional capacities to achieve significant rapid results; scale-up and sustain those results through a culture of continuous learning and change; use innovative tools that promote systems thinking and transformative approaches in measuring effectiveness of service delivery; as well as driving performance and building consensus for continuous improvement in these processes. |
| 1. **Scope of work** |
| The Consultant is expected to work with a selected team of government officials and professionals to design and pilot a comprehensive package of methods and tools to facilitate transformation of capacity for effective delivery of public services in MDAs and LGAs. The process will include: (i) development of transformative tools and training modules; (ii) establishment of a cadre of coaches to facilitate service delivery transformation in MDAs; (iii) application of the rapid results/quick wins approach in selected MDAs;(iv) facilitate participatory review, lessons learning and reforms at organizational (norms, structures, processes, systems) and enabling environment level (legislation, policies, leadership, accountability.    The approach will entail extensive consultations with key stakeholders (including private sector and non-state actors) and desk review of documentation as well as lessons learnt from the previous capacity building and reforms initiatives. It will also involve analysis of the public service management experiences and lessons learnt from within and selected Sub Sahara Africa countries as well as UNDP’s global expertise in public administration and public service reforms.  The detailed tasks of the consultant shall include to:   1. Liaise with Client to ensure understanding of the scope, aims, objectives and methodology of the assignment. 2. Prepare and present to PO-PSM’s management for review, an Inception Report which clearly demonstrates understanding of the aims, objectives, as well as the scope of the assignment; outlines, comprehensive methodology and detailed work plan which the Consultant intends to undertake the assignment. The Report shall also outline any foreseen constraints, and any inputs required from the Client. 3. Review and make necessary modifications to the draft and submit a Final Inception Report which incorporates the comments and feedback from the Client. 4. Conduct inception consultative meeting with designated technical team, on the methodology, process and workplan for undertaking the assignment. 5. Conduct literature review of relevant documents, including Public Service Act and Policy, and other related reports, legislation and policies 6. Provide in-depth training to technical team, on the RRA, demonstrating best practices from other countries. 7. Conduct internal programme design and module development workshops in collaboration with technical team. 8. Design and develop draft training modules on TCI and related training materials. The full set of materials will include a Module Handbook, Facilitator’s Guide, Participant Workbook, Power Point Slides, Handouts, and Case Studies as appropriate. 9. Pilot the training materials to government officials in selected MDAs, with the aim of testing the materials and subsequently revise them if necessary. 10. Organize consensus building sessions, for Permanent Secretaries, Heads of Independent Departments and Agencies. 11. Conduct training for trainers, coaches and facilitators in selected MDAs. 12. Make any necessary revisions to the training materials after the pilot delivery, in consultation with the Client. 13. Produce full set of final training materials. 14. In collaboration with members of technical team and project development consultant develop a clear roadmap to inform the formulation of PRODOC on ‘Public Service Delivery Accelerated Programme’. 15. Facilitate structural, procedural and systems reviews, to inform any necessary changes in MDAs and LGAs. 16. Prepare and present draft report to the Permanent Secretary, and management of PO-PSM. 17. Edit and review the draft report as guided by the management of PO-PSM. 18. Production and submission of the final report to the Permanent Secretary, PO-PSM |
| 1. **Deliverables** |
| The key deliverables to be produced by the Consultant, include:  **Deliverable 1** An Inception report demonstrating full understanding of the Client’s request for the conduct of the assignment, the methodologies to be employed to complete the task and detailed workplan/framework for conducting the assignment. The Report shall also outline any foreseen constraints, and any inputs required from the Client.  **Deliverable 2:** Draft TCI programme, including full set of training materials.  **Deliverable 3**: Training report, after piloting TCI and conducting TOT sessions for trainers, coaches and facilitators.  **Deliverable 4:** Submit final assignment report including full set of training materials and a roadmap for roll out of the TCI to MDAs. |
| 1. **Required Expertise and Qualification** |
| A reputable consultant with a proven track record and experience of conducting similar assignment in other developing countries.  **Corporate Competencies**   * Demonstrates integrity by modelling the UN’s values and ethical standards. * Ability to establish and maintain good working relations with colleagues in multicultural environment. * Fulfills all obligations to gender sensitivity and zero tolerance for sexual harassment.   **Functional Competencies**   * Proven expertise in the field of public service reforms, capacity building. * Proven experience with advancing new ways of working in organizations. * Proven ability to plan, organize, and control resources, procedures and protocols to achieve specific goals. * Expertise and practical experience in leading change. * Demonstrate high level strategic thinking and analytical skills. * Good time management, teamwork, and coordination skills. * Ability to engage with government, UN agencies, donors, private sector and other development stakeholders in forging productive working relationships.   **Technical Competencies**   * Master’s Degree or above in Public Administration, Political Science, Development Studies, Business Administration or related Social Science. * 10 years’ experience in public service management, public sector reforms, leadership development, strategic management, results-based management with a focus on transformation and acceleration of public service delivery. * Knowledge of CODESURE methodology * Demonstrated expertise in modern methodologies of adult/participatory learning. * Demonstrated theoretical and practical knowledge in curriculum design, and development of training materials as well as delivery of similar programmes * Strong facilitation, communication and report writing skills |
| 1. **Payment Modalities** |
| The consultant shall be paid the consultancy fee upon completion of milestones as follows:   * 30 % after completion, submission and acceptance of inception report. * 20% after submission of draft TCI programme, including full set of training materials * 30 % after submission and approval of training reports on TCI pilot and training of trainers, coaches and facilitators. * 20% after submission and approval of final report, including full set of training materials and a roadmap for roll out of the TCI to MDAs. |
| 1. **Institutional arrangements** |
| * The Consultant shall report to Permanent Secretary, PO-PSM and, Programme Specialist and Coordinator of Programmes UNDP. * For day-to-day activities related to execution of the assignment, the consultant will work closely with the designated focal person at PO-PSM. * The PO-PSM will establish a technical team of senior experts for quality assurance, guidance and management of each step of the exercise. * All deliverables, after been cleared by the technical team, will be submitted to the Permanent Secretary, PO-PSM, for review and final approval. * The Consultant shall be responsible for making his/her own arrangements for office facilities, transportation, communication, etc. * The Client shall provide the necessary support to the Consultant, including:   + Key information and relevant data to assist in successful performance of the assignment.   + Liaising on all matters to enable proper co-ordination of the assignment and logistical arrangements.   + Timely review and comments on all draft deliverables of this assignment.   **Evaluation Criteria**  The consultant will be evaluated against a combination of technical and financial criteria (combined scoring method). Maximum score is **100%** out of which technical criteria equals **70%** and financial criteria equals **30%**.  The technical evaluation will include the following:   * Academic qualifications (15%) * Relevant experience, expertise, and knowledge in conducting similar assignment in developing countries: (40%) * Proposed methodology and approach: (15%) |

**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.