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INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

National Consultant: Review of the SGBV Case Management Guidelines: A Reference Handbook for the Family Support Unit and Sexual Offences Court in Sierra Leone

(IC – National)

Date: September 21, 2022

Procurement Notice No.: SLE/ICPN/GOV/2022/018

Country: Sierra Leone

Description of the assignment: National Consultant Review of the SGBV Case Management Guidelines: A Reference Handbook for the Family Support Unit and Sexual Offences Court in Sierra Leone

Project Name: Rule of Law

Period of Assignment: Thirty-Five (35) Days

Applicants are requested to apply online at <https://jobs.undp.org> no later than 5:00pm Sierra Leone time (17:00 hours), on Friday September 30, 2022.

Please send your queries to vendors.sle@undp.org which will be answered within 48 hours through the UNDP Jobs website <https://jobs.undp.org> accessible to all potential vendors.

Please ensure that your proposals (Technical and Financial) in separate sealed envelopes and placed in one big enveloped also sealed, reached UNDP Reception Area or the designated email: procure.sle@undp.org on or before the deadline. For proposals submitted in hardcopy, please register your submission, indicating among other things, the name of the Consultant submitting proposals, the name and telephone number of the bearer submitting the proposal at Receptionist Desk and further ensure you deposits the envelop into the Tender Box located at the Reception Area.

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1. BACKGROUND AND OBJECTIVES

II. Background

Reports from the Sierra Leone Police Family Support Unit (FSU) have indicated limited prosecution of Sexual and gender Based Violence (SGBV) resulting from several factors impeding the investigation and management of Sexual and Gender Based Violence in Sierra Leone.

Whilst several efforts have been made by the Government of Sierra Leone and implementing partners in building the capacity of the police, judiciary and the medical practitioners in providing adequate services for survivors of Sexual and Gender based Violence, they continue to be hampered by weak coordination, weak staff capacity in investigating and responding to Sexual and gender-based violence. This has rippling effects on the trust of citizens to report SGBV cases for investigation in Sierra Leone. A UNDP study on the enablers and drivers of Sexual and Gender Based Violence in Sierra Leone indicated lack of citizens trust in the justice and security sectors because perpetrators of SGBV remain visible in the communities even after allegedly committing crimes (Capturing the Socio-Economic Cultural Drivers of SGBV in Sierra Leone(UNDP 2022)). Additionally, survivors face challenges in accessing physcho social services in the communities because of the cost of accessing justice. The FSU, hospitals and the prosecutors are inaccessible in most of these communities.

To address these, the government of Sierra Leone and UN entities established the One Stop Centres in 12 the chiefdoms, whilst one SGBV court has been established in Freetown. In 2012, the Sierra Leone Police Family Support unit with support from UNDP developed the case management manual for investigating SGBV cases in Sierra Leone. UNICEF, International Rescue Committee in collaboration with UNDP and other sector partners have developed the Standards Operating Procedure for investigating SGBV incidents and a clinical guide for hospitals to address SGBV incidents.

However, the SOPs and the case management manual are not in tandem with the new pieces of legislation in Sierra Kubunakaicolo especially the revised laws enacted by Parliament. Additionally, there is need to have a case management manual and framework that establishes clear protocols of how cases are managed within the One Stop Centres and provide them with the tools that are required for managing SGBV cases.

The establishment of the One Stop Referral Centres requires not only financial support to get them up and running but also the availability of the necessary human and logistical resources and capacity development to ensure that the delivery of services are up to standards.

That is why UNDP is seeking the services of a national consultant to review the SGBV Case Management Guidelines and the SGBV Standard Operating Procedures (SOP) where necessary to ensure that they are up to speed with the various legislative changes that have taken place nationally (Sexual Offences Act 2019, Child Rights Act...etc.) and other services that come into play for the successful functioning of a One Stop Referral

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Centre for SGBV (counselling services, prosecution, medical support, survivor's wellbeing...etc.)

The objective of the consultancy

The key objectives of this consultancy are set as follows:

1. To review and update the SGBV Case Management Guidelines and the SGBV SOPs to ensure that the documents are aligned with the several legislative changes that have occurred since the development of the Guidelines. This will enable all institutions contributing to the smooth operation of the One Stop.
2. To engage with all the institutions contributing to the smooth functioning of the One Stop Referral Centres for SGBV to gather more information relevant for collaboration and for the development or revision of the Guidelines and SOPs. The interfaces will help in simplifying the laws about SGBV and explaining the processes and procedures that must be followed to ensure that the cardinal principles of access to justice and the rule of law are upheld for survivors in the criminal justice system.
3. Review all the pieces of legislation, processes and procedures that will form part of the revised SGBV Case Management Guidelines. This will include holding discussions on the psycho-social aspect of the Handbook.

2. SCOPE OF WORK

1. Develop and submit an inception report detailing the methodology and approach to the entire consultancy. The methodology will highlight the flow of the consultant's work with clarity on timelines and workflow as well as detail planning that will enable the achievement of the deliverables of the entire consultancy.
2. Convene stakeholders meetings for all the institutions contributing to the functioning of the One Stop Referral Centres and undertake field trips to other districts hosting some of the centres or alternatively engage these stakeholders in a collaborative and coordinated manner. The stakeholders discussions will be structured in a manner to ensure that the outcome is beneficial to the revision of the SGBV Case Management Guidelines (e.g. discussions around prosecutions, investigations medical, psychosocial counselling, support to victims, legislation that have been amended – e.g. Sexual Offences Act). Field visits will focus on data collection to support the revision of the document among other tasks.
3. Revise the SGBV Case Management Guidelines in collaboration with government institutions involved and UN agencies providing support to the One Stop Referral Centres. Hold discussions with stakeholders for feedback for finalization. Ensure the document is aligned to current legislative changes, SGBV prosecution and investigative best practices as well as relevant policies protecting women and girls against sexual and domestic violence including ensuring the legal process is well details and articulated in a manner to ensure the use of the revised document as a resource material

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for capacity development of all institutions contributing to the functioning of the One Stop Referral Centres.

Develop and submit a final consultancy report detailing lessons learned and best practices worth emulating as well as challenges with suggestions for improvement.

Deliverables and Timelines

Under the supervision of the UNDP Rule of Law Programme Specialist and in collaboration with relevant partners, the Consultants will accomplish the following deliverables in accordance with the stipulated timelines covering a total period of Thirty Five (35) days.

Deliverables	Estimated Completion Date/Days	Professional Costs and Percentage	Review and Approvals Required by:
1. Develop and submit an inception report detailing the methodology and approach to the entire consultancy. The methodology will highlight the flow of the consultant's work with clarity on timelines and workflow.	5 Days	20%	Rule of Law Programme Specialist
2. Hold Consultative meetings with key stakeholders for all the institutions contributing to the functioning of the One Stop Referral Centres and undertake field trips to other districts hosting some of the centres. The stakeholders discussions will be structured in a manner to ensure that the outcome is beneficial to the revision of the SGBV Case Management Guidelines (e.g. discussions around prosecutions, investigations medical, psychosocial counselling, support to victims, legislation that have been amended – e.g. Sexual Offences Act). Field visits will focus on data collection to support the revision of the document among other tasks. Conduct legislative desk reviews to ensure alignment with legal SGBV provisions	5 Days	20%	
3. Revise the SGBV Case Management Guidelines and the SOPs in collaboration with government institutions involved and UN agencies providing support to the One Stop Referral Centres. Hold discussions with stakeholders for final feedback for	22 Days	50%	

finalization.			
4. Submit a final case management Guidelines and SOP for investigating SGBV incident to the Executive Management Board of the Sierra Leone Police and the Ministry of Gender for approval capturing the implementation of the consultancy with lessons learned and areas of improvement	3 Days	10%	

3. DURATION OF THE WORK AND DUTY STATION

The expected duration of work to be performed is Thirty-Five (35) days.

6. Required Qualification and Experience	
Education:	Advanced university degree in Law, Human Rights, psychology, Public Policy or Development Studies.
Experience:	<ul style="list-style-type: none"> ▪ Minimum of seven (7) years of relevant professional experience in Justice and Security Sector planning and management, including supporting capacity development programmes for human rights and rule of law institutions or civil society organisations. ▪ A clear understanding of the Sexual and Gender Based Violence policy and legislative environment in Sierra Leone ▪ A clear understanding and experience in developing policy document and a GBV case management manual with a survivor centred approach ▪ Demonstrated experience in working with government partners and other stakeholders in public sector development programs especially in the area of facilitating a forum on the development and/or review of policies and strategic plans. ▪ Understanding of basic gender concepts and principles, skills, experience and commitment. ▪ Experience in developing PowerPoint presentations and facilitation of large and small groups. ▪ Strong writing and oral communications skills. ▪ Strong analytical and reporting skills, and experience of presenting complex technical information in an easily comprehensible way.
Language Requirements:	<ul style="list-style-type: none"> ▪ Strong ability to communicate clearly in written and spoken English.

7. Submission of Application

Qualified applicants are required to submit both technical and financial proposals through the link provided.

Technical proposal comprising of the following:

- Personal CV or P11, ([P11 form¹](#)); indicating all past experience from similar consultancy, as well as the contact details (email and telephone number) of the candidate and three (3) professional references;
- Brief description (max. 1 page) of why you consider yourself as the most suitable for the assignment, and a methodology (max. 1 page) for how you will approach and complete the assignment.
- Proposal containing a summary description of proposed strategy and how the strategy will ensure the achievement of the required tasks, proposed methodology, draft agenda for half-day session on discussing the findings of the evaluation (max 2-3 pages).

Financial proposal: Financial proposals are expected to be realistic indicating the all-inclusive, fixed total contract price, supported by a breakdown of costs.

All application materials should be submitted through <https://jobs.undp.org>

Please note that applications will only be considered if they include ALL of the items listed above. Also note that UNDP job portal website only allows for one document to be uploaded, so please combine all of the above-mentioned items into one single Word or PDF document before uploading

For any further clarification, you may contact the Head Procurement via email at vendors.sle@undp.org

8. Evaluation Criteria

Offers received will be evaluated using a combined scoring method, where the qualifications and proposed methodology will be weighted 70% (Technical Evaluation), and combined with the price offer, which will be weighted 30% (Financial Offer).

Criteria to be used for rating the qualifications and methodology.

Technical evaluation criteria (total 70 points)

- Proposed methodology of approach to the consultancy [25 marks].
- Demonstrated experience in similar work of facilitating stakeholders' engagement including the development and/or review of laws, policies and strategic plans for national human rights or government institutions in developing or post-conflict countries. [20 marks].
- Relevant qualifications and experience in developing or reviewing policies, delivering training

¹ https://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc

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programmes, facilitation of large and small groups and experience in working with a variety of stakeholders including the UN Agencies. [25 marks].

Only candidates obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation.

Financial evaluation (total 30 points)

All technically qualified proposals will be rated out of 30 points. The maximum points (30) will be assigned to the lowest financial proposal.

UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence.

DocuSigned by:


D19C0224ED7643D

Sayed Sahibzada
Deputy Resident Representative

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITION

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UNITED NATIONS DEVELOPMENT PROGRAMME

TERMS OF REFERENCE



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I. Consultancy Information

Consultancy: Review of the SGBV Case Management Guidelines: A Reference Handbook for the Family Support Unit and Sexual Offences Court in Sierra Leone

Consultancy type: Local Consultant

Supervisor: Rule of Law Programme Specialist

Duration: 35 Days (As per deliverables below)

Starting Date: 10th October 2022

Application deadline: 30th September 2022

Duty Station: Freetown, Sierra Leone (with travel to project sites)

II. Background

Reports from the Sierra Leone Police Family Support Unit (FSU) have indicated limited prosecution of Sexual and gender Based Violence (SGBV) resulting from several factors impeding the investigation and management of Sexual and Gender Based Violence in Sierra Leone.

Whilst several efforts have been made by the Government of Sierra Leone and implementing partners in building the capacity of the police, judiciary and the medical practitioners in providing adequate services for survivors of Sexual and Gender based Violence, they continue to be hampered by weak coordination, weak staff capacity in investigating and responding to Sexual and gender based violence. This has rippling effects on the trust of citizens to report SGBV cases for investigation in Sierra Leone. A UNDP study on the enablers and drivers of Sexual and Gender Based Violence in Sierra Leone indicated lack of citizens trust in the justice and security sectors because perpetrators of SGBV remain visible in the communities even after allegedly committing crimes (Capturing the Socio-Economic Cultural Drivers of SGBV in Sierra Leone(UNDP 2022)). Additionally, survivors face challenges in accessing physcho social services in the communities because of the cost of accessing justice. The FSU, hospitals and the prosecutors are inaccessible in most of these communities.

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III. The objective of the consultancy

The key objectives of this consultancy are set as follows:

1. To review and update the SGBV Case Management Guidelines and the SGBV SOPs to ensure that the documents are aligned with the several legislative changes that have occurred since the development of the Guidelines. This will enable all institutions contributing to the smooth operation of the One Stop.
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3. Review all the pieces of legislation, processes and procedures that will form part of the revised SGBV Case Management Guidelines. This will include holding discussions on the psycho-social aspect of the

Handbook.

IV. Scope of Work

4. Develop and submit an inception report detailing the methodology and approach to the entire consultancy. The methodology will highlight the flow of the consultant's work with clarity on timelines and workflow as well as detail planning that will enable the achievement of the deliverables of the entire consultancy.
5. Convene stakeholders meetings for all the institutions contributing to the functioning of the One Stop Referral Centres and undertake field trips to other districts hosting some of the centres or alternatively engage these stakeholders in a collaborative and coordinated manner. The stakeholders discussions will be structured in a manner to ensure that the outcome is beneficial to the revision of the SGBV Case Management Guidelines (e.g. discussions around prosecutions, investigations medical, psychosocial counselling, support to victims, legislation that have been amended – e.g. Sexual Offences Act). Field visits will focus on data collection to support the revision of the document among other tasks.
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7. Develop and submit a final consultancy report detailing lessons learned and best practices worth emulating as well as challenges with suggestions for improvement.

V. Required Qualification and Experience

Education	Advanced university degree in Law, Human Rights, psychology, Public Policy or Development Studies.
Experience	<ul style="list-style-type: none"> ▪ Minimum of seven (7) years of relevant professional experience in Justice and Security Sector planning and management, including supporting capacity development programmes for human rights and rule of law institutions or civil society organisations. ▪ A clear understanding of the Sexual and Gender Based Violence policy and legislative environment in Sierra Leone ▪ A clear understanding and experience in developing policy document and a GBV case management manual with a survivor centred approach ▪ Demonstrated experience in working with government partners and other stakeholders in public sector development programs especially in the area of facilitating a forum on the development and/or review of policies and strategic plans;

	<ul style="list-style-type: none"> ▪ Understanding of basic gender concepts and principles, skills, experience and commitment; ▪ Experience in developing PowerPoint presentations and facilitation of large and small groups; ▪ Strong writing and oral communications skills; <p>Strong analytical and reporting skills, and experience of presenting complex technical information in an easily comprehensible way.</p>	
Language Requirement	Strong ability to communicate clearly in written and spoken English.	

VI. Deliverables

Deliverables	Estimated Completion Date/Days	Professional Costs and Percentage	Review and Approvals Required by:
1. Develop and submit an inception report detailing the methodology and approach to the entire consultancy. The methodology will highlight the flow of the consultant's work with clarity on timelines and workflow.	5 Days	20%	Rule of Law Programme Specialist
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3. Revise the SGBV Case Management Guidelines and the SOPs in collaboration with government institutions involved and UN agencies providing			

support to the One Stop Referral Centres. Hold discussions with stakeholders for final feedback for finalization.	22 Days	50%	
4. Submit a final case management Guidelines and SOP for investigating SGBV incident to the Executive Management Board of the Sierra Leone Police and the Ministry of Gender for approval capturing the implementation of the consultancy with lessons learned and areas of improvement	3 Days	10%	

V. Criteria for Selection of the Best Offer

Offers received will be evaluated using a combined scoring method, where the qualifications and proposed methodology will be weighted 70% (Technical Evaluation), and combined with the price offer, which will be weighted 30% (Financial Offer).

Criteria to be used for rating the qualifications and methodology.

Technical evaluation criteria (total 70 points)

- Proposed methodology of approach to the consultancy [25 marks].
- Demonstrated experience in similar work of facilitating stakeholders' engagement including the development and/or review of laws, policies and strategic plans for national human rights or government institutions in developing or post-conflict countries. [20 marks].
- Relevant qualifications and experience in developing or reviewing policies, delivering training programmes, facilitation of large and small groups and experience in working with a variety of stakeholders including the UN Agencies. [25 marks].

Only candidates obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation.

Financial evaluation (total 30 points)

All technically qualified proposals will be rated out of 30 points. The maximum points (30) will be assigned to the lowest financial proposal.

UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence.SIGNATURES



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GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contra

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may

develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

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

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

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

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

13.2.1 Any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 Any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be

appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the

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

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

23.0 AUTHORITY TO MODIFY:

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