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**PROCUREMENT NOTICE AND REQUEST FOR PROPOSAL
FOR INTERNATIONAL INDIVIDUAL CONSULTANT**

Date: 8 May 2016

Dear Sir/Madam,

UNDP Iran, wishes to engage services of an **international consultant** with regard to UNDP GEF Midterm Evaluation. The assignment will be carried out in conjunction with a national consultant.

We kindly request you to submit your Proposal for the above consultancy assignment. Please be guided by the information provided below, in preparing your Proposal. Your Proposal must be expressed in English, and valid for a minimum period of 90 days.

Sincerely yours,

A handwritten signature in blue ink that reads 'Negar Arefi'.

Negar Arefi

Assistant Resident Representative
Operations

Country: Islamic Republic of Iran

Description of the assignment: International Consultant for UNDP GEF Midterm Evaluation

Project name: Caspian Hyrcanian Forests Project (CHFP)

Period of assignment/services: **25 working days spread over 14 weeks starting 20 June 2016, and shall not exceed five months from when the consultant(s) are hired**

Proposal should be submitted by email to UNDP Procurement Unit to the attention of Ms. Mina Kermanian at "registry.ir@undp.org" no later than COB **26 May 2016**.

Please make sure to put in the subject of mail: **Proposal for procurement notice "UNDP GEF Midterm Evaluation"**.

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. The procuring UNDP entity will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

1. BACKGROUND

Project Title : Building a multiple-use forest Management to conserve biodiversity in the Caspian forests landscape

UNDP-GEF Midterm Review (MTR), to be undertaken in 2016, of the full sized project *Building a multiple-use forest Management to conserve biodiversity in the Caspian forests landscape* (PIMS 4078) (hereafter referred to as the “Caspian Hyrcanian Forests Project (CHFP)”. The project is implemented through the Forest, Rangeland and Watershed Organization (FRWO) of the Islamic Republic of Iran. The project started on the 5th May 2013 and is in its third year of implementation. In line with the UNDP-GEF Guidance on MTRs, this MTR process was initiated before the submission of the second Project Implementation Report (PIR). This ToR sets out the expectations for this MTR. The MTR process must follow the guidance outlined in the document *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects*

The Government of the Islamic Republic of Iran, in partnership with the Global Environment Facility (GEF) and the United Nations Development Programme (UNDP) is currently implementing a project to strengthen multi-purpose forest management as a means of conserving biodiversity in the Caspian “Hyrcanian” forests. The Caspian Hyrcanian Mixed Forest Ecoregion is located in northern Iran along the southern coast of the Caspian Sea and northern slopes of the Alborz Mountains. These ancient broadleaf and mixed lowland and montane forests covering over 1.8 million hectares form unique and diverse communities and house many endemic and threatened tree, mammal and bird species. The area is listed by WWF as part of a Global 200 Ecoregion, and by BirdLife International as an Important Bird Area (IBA).

The Caspian Hyrcanian Forest landscape’s natural assets in terms of climate, scenery and soils attract millions of people through tourism, agriculture and pastoralism – and these and other uses have become serious threats to the forest ecosystem. As a result, there has been a significant loss of biodiversity, not only through loss of habitat – between 1955 and 2000 the Caspian Hyrcanian forests were reduced from 3.4 million ha to 1.85 million ha - but also from forest degradation and habitat fragmentation.

The project was designed “To put in place a collaborative governance system and know-how for managing a mosaic of land uses in the Caspian Hyrcanian forest that provides habitat integrity and helps maintain landscape level ecosystem functions and resilience (project Objective)”, which is delivered through three Outcomes:

1. An enabling policy and regulatory framework for multiple use forest management is developed
2. Enhanced institutional and staff capacity for implementing a multiple use forest management plan
3. Community piloting of integrated forest management

The project works at three levels: (i) strategic policy and regulatory interventions across the whole forest; (ii) integrated management for multi-purpose forestry demonstrated in 4 pilot landscapes (basins) totaling 120,000 ha; (iii) community-based management demonstrated in 30,000 ha within the pilot landscapes. It has a total budget of US\$ 7,155,000 with GEF providing US\$ 1,900,000, Government providing US\$ 4,925,000 (grant and in-kind) and UNDP providing US\$ 350,000 (cash and parallel).

The project is overseen by a National Project Director and Project Steering Committee, and has a small Project Central Office at the regional headquarters of the FRWO in Chalus, and field offices for each pilot landscape. Inter-sectoral coordination is achieved through a Regional Coordination Committee and Local Coordination Committees for each pilot landscape.

2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

The MTR team will consist of two independent consultants that will conduct the MTR - one team leader (with experience and exposure to projects and evaluations in other regions globally) and one team expert, usually from the country of the project.

The MTR team will first conduct a document review of project documents (i.e. PIF, UNDP Initiation Plan, Project Document, ESSP, Project Inception Report, PIRs, Finalized GEF focal area Tracking Tools, Project Appraisal Committee meeting minutes, Technical reports and plans, Financial and Administration guidelines used by Project Team, project operational guidelines, manuals and systems, etc.) provided by the Project Team and Commissioning Unit. Then they will participate in a MTR inception workshop to clarify their understanding of the objectives and methods of the MTR, producing the MTR inception report thereafter. The MTR mission will then consist of interviews and site visits to Tehran and the Hyrcanian Forests including at least three of the following four project landscapes: Chelchalii (Basin no. 92) in Golestan Province, Baliran (Basin no. 53) and Dohezar/Sehezar (Basins no. 33 and 34) in Mazandaran Province, and Fariroud/Zilakiroud (Basins no. 22 and 23) in Gilan Province.).

The MTR team will assess the following four categories of project progress and produce a draft and final MTR report. See the *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects* (http://web.undp.org/evaluation/documents/guidance/GEF/mid-term/Guidance_Midterm%20Review%20_EN_2014.pdf) for requirements on ratings. No overall rating is required.

1. Project Strategy

Project Design:

- Review the problem addressed by the project and the underlying assumptions. Review the effect of any incorrect assumptions or changes to the context to achieving the project results as outlined in the Project Document.
- Review the relevancy of the project strategy and assess whether it provides the most effective route towards expected/intended results.
- Review how the project addresses country priorities
- Review decision-making processes

Results Framework/Logframe:

- Undertake a critical analysis of the project's logframe indicators and targets, assess how "SMART" the midterm and end-of-project targets are (Specific, Measurable, Attainable, Relevant, Time-bound), and suggest specific amendments/revisions to the targets and indicators as necessary.
- Examine if progress so far has led to, or could in the future catalyse beneficial development effects (i.e. income generation, gender equality and women's empowerment, improved governance etc...) that should be included in the project results framework and monitored on an annual basis.

2. Progress Towards Results

- Review the logframe indicators against progress made towards the end-of-project targets; populate the Progress Towards Results Matrix, as described in the *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects*; colour code progress in a "traffic light system" based on the level of progress achieved; assign a rating on progress for the project objective and each outcome; make recommendations from the areas marked as "not on target to be achieved" (red).
- Compare and analyse the GEF Tracking Tool at the Baseline with the one completed right before the Midterm Review.
- Identify remaining barriers to achieving the project objective.
- By reviewing the aspects of the project that have already been successful, identify ways in which the project can further expand these benefits.

3. Project Implementation and Adaptive Management

Using the *Guidance For Conducting Midterm Reviews of UNDP-Supported, GEF-Financed Projects*; assess the following categories of project progress:

- Management Arrangements
- Work Planning
- Finance and co-finance
- Project-level monitoring and evaluation systems
- Stakeholder Engagement
- Reporting
- Communications

4. Sustainability

Assess overall risks to sustainability factors of the project in terms of the following four categories:

- Financial risks to sustainability
- Socio-economic risks to sustainability
- Institutional framework and governance risks to sustainability
- Environmental risks to sustainability

The MTR consultant/team will include a section in the MTR report setting out the MTR's evidence-based **conclusions**, in light of the findings.

Additionally, the MTR consultant/team is expected to make **recommendations** to the Project Team. Recommendations should be succinct suggestions for critical intervention that are specific, measurable, achievable, and relevant. A recommendation table should be put in the report's executive summary. The MTR consultant/team should make no more than 15 recommendations total.

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

The International Consultant should have the following qualifications and experience.

The selection of consultants will be aimed at maximizing the overall "team" qualities in the following areas:

- Recent experience with result-based management evaluation methodologies and experience applying SMART indicators and reconstructing or validating baseline scenarios;
- Competence in adaptive management, as applied to mainstreaming biodiversity conservation; 10 points
- Experience working with the GEF or GEF-evaluations (Project evaluation/review experiences within United Nations system will be considered an asset);
- Experience working in Asia/the Middle East (experience in Iran will be an asset);
- Work experience in integrated ecosystem-based landscape scale biodiversity conservation (including forest ecosystems) for at least 10 years;
- Demonstrated understanding of issues related to gender; experience in gender sensitive evaluation and analysis.
- Excellent communication skills;
- Demonstrable analytical skills;
- At least a Master's degree in biodiversity or natural resources management, or other closely related field.

Consultant Independence:

The consultants cannot have participated in the project preparation, formulation, and/or implementation (including the writing of the Project Document) and should not have a conflict of interest with project's related activities.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS

Interested individual consultants must submit the following documents/information to demonstrate their qualifications:

1. **Annex 2** : Technical Proposal (Individual's Information Sheets):
 - 1.1. Explaining why the applicant is the most suitable for the work
 - 1.2 Provide a brief methodology on how the applicant will approach and conduct the work

The proposal should be prepared in accordance with the templates provided in Annex 2, Individual's Information Sheets

2. **Annex 3**: Financial Proposal template.

The financial proposal should be submitted in accordance with the Financial Proposal Template attached as Annex 3.

3. **Annex 5**: Template for Confirmation of interest
4. **Annex 6**: P11 (Personal History Form).

5. FINANCIAL PROPOSAL

Fees

Candidates are asked to submit a financial proposal that indicates all-inclusive total price, supported by a breakdown of costs as per the deliverables outlined in these TOR.

Travel

All envisaged travel costs must be included in the financial proposal. UNDP does not accept travel costs exceeding those of an economy class ticket. Should the consultant wish to travel on a higher class he/she should do so using their own resources.

In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed.

6. EVALUATION

Individual consultants' offers will be evaluated based on the following methodologies:

Cumulative analysis

The award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

- a) Responsive/compliant/acceptable, and
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation (Please see below).

* Technical Criteria weight; 70%

* Financial Criteria weight; 30%

Only candidates obtaining a minimum of 70% of technical score (490 out of 700 point) in technical evaluation would be considered for the Financial Evaluation.

Technical Evaluation Criteria	Weight	Max. Point
<ul style="list-style-type: none"> • Recent experience with result-based management evaluation methodologies and experience applying SMART indicators and reconstructing or validating baseline scenarios; 54 points • Competence in adaptive management, as applied to mainstreaming biodiversity conservation; 35 points • Experience working with the GEF or GEF-evaluations (Project evaluation/review experiences within United Nations system will be considered an asset); 54 points • Experience working in Asia/the Middle East (experience in Iran will be an asset); 36 points • Work experience in integrated ecosystem-based landscape scale biodiversity conservation (including forest ecosystems) for at least 10 years; 70 points • Demonstrated understanding of issues related to gender; experience in gender sensitive evaluation and analysis. 18 points • Excellent communication skills; 35 points • Demonstrable analytical skills; 18 points • At least a Master's degree in biodiversity or natural resources management, or other closely related field. 30 points 	50%	350
<p style="text-align: center;">Proposal and Methodology</p> <ul style="list-style-type: none"> • Understanding of the objectives of this activity and expected outputs • Methodology and approach for carrying out the activities and obtaining the expected outputs • Action plan and Timeline • Understanding of the expected challenges and problems in implementation of this work and approach to address the expected challenges 	50%	350
TOTAL		700

➤ **ANNEXES :**

1. Annex 1- Terms of References (TOR)
2. Annex 4- Individual Consultant General terms and conditions

To be filled by applicants (please use templates uploaded in the website):

1. Annex 2: Individual's Information Sheets
2. Annex 3: Financial Proposal template.
3. Annex 5: Template for Confirmation of interest- Price
4. Annex 6: P11 (Personal History Form).

NOTE : Incomplete applications or applications received after the closing date will not be given consideration. Please note that only applicants who are shorted-listed will be contacted.

ANNEX 1
Terms of Reference (Enclosed)

Please explain your understanding of the objectives of this work, expected outputs and how you could contribute to achievement of the outputs

Please explain your methodology and approach for carrying out the activities and obtaining the expected outputs.

Please explain your understanding of the expected challenges and problems in implementation of this work and explain your approach to address and resolve them.

Please develop an action plan with steps and timeframe for activities to be conducted by you including coordination with organizations required for implementation of the work

Example:

Steps	Involved entities (if applicable)	Timeframe	Responsible entity/individual (if applicable)

Please list your similar previous activities (at least three cases) with description of services provided by you.

1)

2)

3)

References: Please provide the full names and contact details of at least two people (not related to you) or organizations/companies with whom/which you have had previous work experience. Please note that if selected, these referees will be contacted for the purpose of reference checking.

1) Full name of referee:

Position/occupation:

Telephone no.:

E-mail address:

2) Full name of referee:

Position/occupation:

Telephone no.:

E-mail address:

3) Full name of referee:

Position/occupation:

Telephone no.:

E-mail address:

Attachments:

Please attach following documents:

- Any relevant documents including copy of contracts, publications, etc

other explanations:

Name and signature of the individual

Name:

Signature:

Date:

ANNEX 3

Financial Proposal

The offeror is asked to provide a Financial Proposal with detailed cost breakdown and separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel and out of pocket expenses should be listed separately.

In case of any equipment component to the service provided, the Financial Proposal should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

Notes:

- The financial proposal should be provided in Euro by International Consultants.
- For preparing the financial proposal, please use UN Operational Rate of Exchange. For update rates please see: <http://treasury.un.org/operationalrates/OperationalRates.aspx>.
- For calculating living allowances you are encouraged to check the ceiling of living allowances for different cities in Iran in the following link: <http://icsc.un.org>

Financial Submission FORM

Cost Components	Unit Cost EURO	Quantity	Total Rate for the Contract Duration
Personnel Costs			
Professional daily Fees		25 days	
Medical and Life Insurance			
Communications			
Land Transportation			
Others (pls. specify, if any)			
Travel Expenses			
Round economy ticket for joining duty station (Tehran) and leaving at the end of the assignment		1 Round Ticket	
Living Allowance in Tehran		2 days	
Living Allowance in Elsewhere (i.e., other cities in Iran, Golestan, Mazandaran and Gilan Province.)		23 days	
Terminal Expenses			
Others (pls. specify, if any)			

Please see TOR section I – detailed number of working days and mission

Signature:

Name:

Title:

Date:

ANNEX 4

GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICE OF INDIVIDUAL CONTRACTORS

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

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

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

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

3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS: Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment and supplies shall be

returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment and supplies, 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 and supplies that is beyond normal wear and tear.

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

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

extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award of the Contract.

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

UNDP may require the Individual contractor to submit a "statement of good health" from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual contractor shall provide such a statement 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 death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

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

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

8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner

whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written permission of UNDP.

9. INDEMNIFICATION: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

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

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

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

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

humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract.

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

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

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

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

15. TAXATION: Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the

Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. AUDITS AND INVESTIGATIONS: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

17. SETTLEMENT OF DISPUTES:

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

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

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

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

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

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

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