
REQUEST FOR A PROPOSAL
to
Conduct Socio-economic Outcome Evaluation

Date of Issue: 12 August 2010

Deadline for receiving offers: 27 September 2010

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INTRODUCTION

You are invited to submit a proposal to conduct Projects' Evaluation under the outcome B.3 –

An empowered civil society involved in local community development and implementation of public policies, planning and programmes in place- according to the following TOR.

Annex A: Terms of Reference

A. BACKGROUND

According to the evaluation plan of the UNDP County Office in Syria an outcome evaluation is to be conducted in the fourth quarter of 2010 for the following Country Programme Outcome B3: **“An empowered civil society involved in local community development and implementation of public policies, planning and programmes in place”**. This Country Programme outcome aims to contribute to the achievement of UNDAF Outcome: **“UNDAF Outcome 2: Efficiency and accountability of governance structures at central and local levels strengthened, by Government, civil society and the private sector towards sustainable development”**

Outcome evaluations move away from the old approach of assessing project results against project objectives, towards an assessment of how these results contribute, together with the assistance of partners, to a change in development conditions. Outcome evaluations work backwards from the outcome; they take the outcome as their starting point and then assess a number of variables.

In this context, UNDP would like to take stock of its work and contribution and influence in support to the development of the national capacity for good governance, to ensure that its planned programme and portfolio are relevant to national priorities and support the achievement of the planned outcome, specifically with regards to civil society and media development, which are currently being implemented. The aim is also to take stock of how UNDP has influenced the partners to contribute to the attainment of this outcome.

B. Objectives of the Evaluation

- Evaluate the impact of UNDP interventions and its contribution in building national capacity for efficient, accountable and inclusive governance and service delivery.
- Assess the appropriateness and relevance of the UNDP strategies in addressing the identified problems and hence contributing to the achievement of the outcome.
- Assess if the outcome has been achieved or will be achieved given the activities supported by UNDP.
- Provide appraisal on the soundness of the outcome for UNDP supported interventions, and the extent to which the set results and outcomes have or can be achieved;
- Identify gaps/weaknesses in the current Programme design and provide recommendations as to their improvement;
- Identify lessons learnt from previous and ongoing interventions in this area;
- Assess the role of the Programme in building local leadership capacities at the national levels in responding to epidemic;
- Review and assess the Programme's partnership with the government bodies, civil society, media and private sector, international organizations in Programme implementation and comment on its sustainability;
- Review and assess the efficiency of implementation and management arrangements of the Programme;

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- Review achievements undertaken by the Programme up until now and assess what they have achieved and their sustainability;
 - Review links/joint activities with other UNDP Programmes and UN Agencies and how these have contributed to the achievement of the outcome;
 - Provide recommendation on how best to implement the CPAP outcome and the its planned interventions

B1 Expected outputs and deliverables

The consultant is expected to produce an Outcome Evaluation Report that highlights the findings, recommendations and lessons learnt, and give a rating of performance. This report should follow the Outcome Evaluation Report Template and include all sections recommended therein (see attached template).

B2 Scope of the Evaluation

Outcome analysis

- Are the stated outcome, indicators and targets appropriate for the state bodies institutional capacities in Syria?
- What is the current status and prospects for achieving the outcome with the indicated inputs and within the indicated timeframe and resources?
- Whether the outcome indicators chosen are relevant and sufficient to measure the outcomes?
- What are the main factors (positive and negative) within and beyond UNDP's interventions that are affecting or that will affect the achievement of the outcome? How have or will these factors limit or facilitate progress towards the outcome?
- Are UNDP's proposed contributions to the achievement of the outcome appropriate, sufficient, effective and sustainable?
- How have the other partners contributed to the achievement of the outcome and how instrumental has UNDP been in rallying this contribution?
- How has UNDP influenced policy, institutions and cultural factors in addressing institutional capacity development?

Output analysis

- What are the key outputs that have been or that will most likely be produced by UNDP to contribute to the outcome?
- Are the UNDP outputs, with emphasis on civil society and media relevant to the outcome?
- What is the quantity, quality and timeliness of outputs? What factors impeded or facilitated the production of such outputs?
- Are the monitoring and evaluation indicators appropriate to link these outputs to the outcome, or is there a need to improve these indicators?
- Has sufficient progress been made with regard to UNDP outputs?
- Assess UNDP's ability to advocate best practices, and influence integration of international standards into national policies and plans.

3 Resources, partnerships, and management analysis

- Were partners, stakeholders and/or beneficiaries of UNDP assistance involved in the design of UNDP interventions in the outcomes area? If yes, what were the nature and extent of their participation? If not, why not?
- Are UNDP's management structures and working methods appropriate and likely to be effective in achieving this outcome?
- Does the project and institutional arrangements foster sustainability. In other words has the project created conditions for sustainability beyond UNDP interventions?

B3 Recommendations

- Based on the above analysis, how should UNDP adjust its programming, partnership arrangements, resource mobilization strategies, working methods and/or management structures to ensure that the proposed outcome is fully achieved by the end of the CPAP period?
- What corrective actions are recommended for the new, ongoing or future UNDP work in the CPAP outcome?
- Provide preliminary recommendations on how the Programme can most effectively continue to support the Government in effectively responding to governance and service delivery capacity of the state institutions?

B4 Products expected from the evaluation

The key product expected from this outcome evaluation is a comprehensive analytical report that includes, but is not limited to, the following components:

- Executive summary;
- Introduction;
- Description of the evaluation methodology;
- Analysis of the situation with regard to outcome, outputs, resources, partnerships, management and working methods;
- Key findings;
- Conclusions and recommendations for the future program implementation (See UNDP Guidelines for outcome evaluators for more detailed information.)

B5 Audience

The evaluation is intended mainly for UNDP

C. Description of the context.

Governance frameworks, such as efficient and effective public administration, rule of law, decentralization, existence of regulatory systems, accountability all works towards providing the enabling environment for development. However, governance frameworks need to be effectively managed. And this management capacity resides primarily within people and then within organizations and systems. In the case of Syria, given the socio-economic reform process undertaken by the Government, this is precisely where enhancing management capacity within the framework of a new social market economy.

The governance structure in Syria enjoys having a centralized, bureaucratic, procedures-oriented nature with a proliferation of structures (departments, institutes, etc) which are often duplicated and not streamlined. However, in recent years and as articulated by the 10th Five-Year Plan, additional stakeholders have been identified by the Government as critical to national development and the reform process. UNDP is supporting the Syrian Government in the bringing in and empowering additional sectors, including civil society, the private sector and media, particularly as a catalyst for enhanced national dialogue between citizenry and public institutions.

Civil Society Interventions:

In line with the Tenth Five-Year Plan and the UNDAF, UNDP recognizes that a stronger and more involved civil society will contribute to improving public policies to address grassroots needs, especially the needs of women and vulnerable groups. Therefore, UNDP will provide capacity building and technical assistance programmes for NGOs enabling them to become key partners in the design and implementation of the government's socio-economic reform plans. Such assistance will enhance national participation and transparency by ensuring that reform goals are discussed and addressed through a constructive dialogue.

The main objective of UNDP's intervention in this area is to establish a Platform for development NGOs in Syria that aims to strengthen the capacities of NGOs and enhance their contribution to and participation in the development process in the country. The Platform will be an organized network composed of development-focused NGOs in Syria. The objectives of the Platform will be to enhance coordination and cooperation of Syrian NGOs in the field of social and economic development, to promote an effective exchange of ideas and experiences, to strengthen organizational capacities of NGOs to carry out development projects, to build national capacities within NGOs to develop and manage projects and to expand the contribution of NGOs to the national dialogue on social and economic development.

Media Development Interventions

The development of Syrian media is generally hindered by a number of obstacles; minimal financial investments, a poor advertising market, and a lack of competent journalists causing state-run dailies to suffer a failed reputation. As such, direct interventions are necessary to excel and drive competition in the Syrian media industry. Interventions are needed to match the vision of the media sector presented in the Tenth Five-Year Plan; enhanced media messages, stronger public institutions and a media sector more relevant and attractive to develop good relations with the audience at large.

UNDP Syria works to guarantee the UNDAF outcomes by encouraging local sustainable development and capacity development. By improving the quality and relevance of the Syrian media sector, UNDP Syria is specifically enhancing the national dialogue on development issues, such as economic development, women's development, enhanced government and citizen relations and the introduction of ICT tools for development, as well as providing an

empowered platform on public service delivery. As a strategic priority of the UNDP Syria, capacity building creates the individual, institutional and societal ability to perform functions, solve problems and set and achieve objectives in a sustainable manner. This process is further achieved through gradual development of a relevant and empowered media sector by reaching a wider audience and helping to better inform society.

Working through the Country Programme Action Plan (CPAP), this project will focus on Output B.3.2. *Capacity of civil society & media to monitor & advise on performance of public institutions & service delivery strengthened through the promotion of national multi-stakeholder dialogue on HD* through capacity development for the staff and management of the media sector through the revamping of a public media institution as well as empowering media professionals specifically on the Millennium Development Goals and development issues. This promotes an interactive space for continuous dialogue between media, government, citizens, civil society and internationals in Syria.

The existing technical and institutional weaknesses are the greatest challenges for good governance and the successful implementation of the various reforms in process. If not addressed, these will undermine Syria's much expected development, stability, and achievement of the MDGs.

To assist the government, UNDP through the CPAP, proposes to strengthen various sectors to support the national government in achieving development goals to increase the efficiency, accountability and inclusivity of governance, national planning and effective service delivery. Two expected outputs have been defined in the CPAP to reach this outcome, as follows:

- a) Output B.3.1 A national structure established to enhance civil society and private sector in the socio-economic development process in place.
- b) Output B.3.2 Capacity of civil society & media to monitor & advise on performance of public institutions & service delivery strengthened through the promotion of national multi-stakeholder dialogue on HD

Outputs B.3.1 is being implemented through the projects "Platform for Development NGOs in Syria" and.... This project aims at establishing a Platform for development based NGOs in Syria in order to better coordinate and maximize efforts within the sector as well as provide a resource hub for capacity development and project management. Based on input from a national dialogue workshop with participation from the NGO community the NGO Platform would aim at enhancing the development of civil society in Syria by providing capacity development services and an opportunity for organizations to network and coordinate activities. A strengthened civil society in Syria would in turn lead to more inclusive participation in democratic processes and foster better relations between civil society actors and the State. The goal is to establish an NGO Platform as an independent legal entity with three core objectives: (1) provide a Network for development NGOs to communicate and share experiences, (2) strengthen organizational capacities to carry out development projects and (3) build national capacities within NGOs to develop and manage projects. It will also enhance sector effectiveness (strategic planning, governance and resource mobilization capabilities) as a contribution to economic growth and poverty reduction as well as consolidate and expand the participatory approach in the national development planning agenda.

Output B.3.2 is being implemented through the projects "Empowering Young Journalists in Achieving the MDGs" and "Support to the Syria Times Newspaper". Both projects work on enhancing the media environment in Syria through two significant interventions. The "Young Journalists Project" works to promote young media professionals in public and private sectors through the establishment of a Network for Young Syrian Journalists (TAWASUL) which

provides the virtual and physical space to organize capacity building efforts as well as share experiences and brainstorm story ideas for showcase on the interactive website. The “Syria Times” Project works to revamp the organizational and HR structure of the Syria Times as well as build capacity of the institution, managerial and editorial staff in order to promote a model example of media production in Syria.

4. Methodology to be used in the evaluation

Overall guidance on outcome evaluation methodologies is provided in the UNDP Handbook on Monitoring and Evaluation for Results and the UNDP Guidelines for Outcome Evaluators.

Based on these guiding documents, and in consultation with UNDP Syria, the evaluators should develop a suitable methodology for this outcome evaluation, particularly taking into account that only two (2) outputs are being implemented, namely Output 1.1 on local governance and output 1.2 on improved access to justice.

During the outcome evaluation, the evaluators are expected to apply the following approaches for data collection and analysis:

- Desk review of relevant documents
- Discussions with UNDP Syria senior management and program staff;
- Interviews of partners and stakeholders;
- Consultation meetings and interviews:
 - Interviews with relevant projects’ staff
 - Interviews with partners
 - In-person interviews and focal groups with local institutions, and local authorities, NGOs and a sampling of communities and stakeholders

- Following the country visit, the evaluator will prepare a report based on the above objectives.

5. Format

A core outline for an evaluation should present findings and conclusions based on the categories of analysis in an outcome evaluation. The outline should include:

Evidence of change in outcome

Factors affecting outcome

UNDP contributions to outcome

UNDP partnership strategy for changing the outcome

In addition, the core outline should include lessons learned and recommendations on how UNDP can improve its approach based on the findings/conclusions.

Reporting Line:

The contracted party will report to the UNDP Governance Team Leader while coordinating regularly with the assigned focal points from the relevant ministries.

G. Timeline and schedule (tentative)

The mission will commence in October 2010. The duration of the assignment is up to 20 working days including writing of the report.

Activity	Timeframe	Place	Responsible Party
Desk review, Evaluation design, methodology and detailed work plan, and access to relevant reports	Three days (Starting towards beginning of October 2010)	On-line	UNDP CO and international consultant
Initial briefing	One day	Upon arrival to Damascus, Syria	UNDP CO, International consultant, National expert
Consultations, meetings as well as for phone/in-person interviews related to the Programme including relevant partners Analysis and synthesis	Twelve days 2 days	Damascus and provinces	UNDP CO, International consultant, National expert
Preparation of draft evaluation report	(Three) Two days	Damascus	International consultant, National expert
Debriefing with UNDP	One day	Damascus	International consultant, National expert
Finalization of evaluation report incorporating additions and comments provided by projects staff and UNDP CO	Two days	Damascus	International consultant, National expert
Submission of the final evaluation report to UNDP Syria	One day	Damascus	International consultant

H. Document for study by the evaluators

UNDP Corporate Policy Documents:

1. Handbook on Monitoring and Evaluation for results
2. UNDP Guidelines for Outcome Evaluators
3. UNDP Result-Based Management: Technical Note

UN/UNDP Syria Country Office Documents:

1. Development Assistance Framework (UNDAF) for Syria 2007-2011;
2. Country Program Action Plan for Syria 2009-2013
3. Annual Work Plans and Progress Reports
4. Programme documents and relevant thematic reports
5. Other documents and materials related to the outcome to be evaluated (from the government, donors, etc.)

Price Component:

Fixed Price Contract

The fees proposal must be a total “fixed price” quotation indicating the overall total amount in USD proposed to UNDP. The total fees submitted by your firm to UNDP for the purpose of the present request shall be firm and final.

The calculation of the fees should also indicate the all-inclusive cost in USD and an estimate of the time-effort to be allocated for the services. Any incidental out of pocket expenses (OPE) such as travel and accommodation must be included in the overall “fixed price” fees submitted to UNDP.

No amount other than the proposed total “fixed price” fees shall be paid by UNDP for the provision of the audit services subject of the present request for proposal.

UNDP’s general policy is to effect payment upon the achievement of specific milestones described in the contract.

You should also indicate any comments or reservations to the draft form contract.

SUBMISSION AND SELECTION ARRANGEMENTS

Introduction

UNDP reserves the right to reject any and all proposals received in response to this RFP and to negotiate with any of the proposers or other firms in any manner deemed to be in the best interest of UNDP. Although it is UNDP preference to award one contract for the services described in this RFP, UNDP reserves the right to award separate contracts for the elements covered by this RFP in any combinations as it deems appropriate, at its sole discretion.

This RFP contains no contractual offer of any kind. Any proposal submitted will be regarded as an offer by the proposer and not an acceptance by the proposer of any offer by UNDP. No contractual relationship will exist except pursuant to a written contract document signed by UNDP and the proposer.

UNDP reserves the right to modify or exclude any consideration, information or requirement contained in this RFP and to add new considerations, information or requirements at any stage of the procurement process, including negotiations with proposers, at any time before any contract is awarded for the audit services outlined in this RFP.

Submission of the Proposal :

Your proposal shall comprise the following documents:

- (a) Proposal Submission Form;
- (b) Technical Component;
- (c) Price Component.

The Offer shall seal the Proposal in one outer and two inner envelopes: The first inner envelope shall contain the technical offer with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified as such to be delivered to the following address no later than 27 September 2010 at 15:00 hrs.

United Nations Development Programme

Mezzeh, West Villas, Al-Ghezawi Street No. 8

P.O. Box 2317

Damascus, Syria

Attention: Mr. Rami Afadar, Procurement/Admin. Associate

Telephone No.: 00963 11 6129811/15

Fax No.: 00963 11 6114541

E-mail Address: rami.afadar@undp.org

Proposals received after this date will be rejected. UNDP may, at its discretion, extend the deadline for the submission of proposals, by notifying all prospective proposers in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by UNDP at its own initiative or in response to a clarification requested by a prospective proposer.

Proposers must provide all requisite information under this RFP and clearly and concisely respond to all points set out in this RFP. Any proposal which does not fully and comprehensively address this RFP may be rejected.

You are requested to hold your proposal valid for 90 days from the deadline for submission. UNDP will make its best effort to select a firm within this period.

The costs of preparing a proposal and of negotiating a contract are not reimbursable by UNDP.

UNDP will not return proposals received. These proposals shall be kept confidential for the sole and internal consideration of UNDP.

Any requests for clarification should be referred in writing to Mr. Rami Afadar, Procurement / Admin. Associate at rami.afadar@undp.org. Any written reply to a particular question may be copied to all other invited firms/institutions, at the discretion of UNDP.

Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 80 % of the obtainable score of 800 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 80% score in the technical evaluation, will be compared. The contract will be awarded to the Contractor offering the lowest price.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity		
				A	B	C
1.	Expertise of Firm / Organization submitting Proposal	40 %	320			
2.	Proposed Work Plan and Approach	60 %	480			
Total			800			

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity		
			A	B	C
Expertise of firm / organization submitting proposal					
1.1	Reputation of Organization and Staff (Competence / Reliability)	80			
1.2	Litigation and Arbitration History	45			
1.3	General Organization Capability which is likely to affect implantation	75			
1.4	Relevance of: Specialized Knowledge Experience on Similar Field Experience with Similar Agencies Client List previous experience in similar tasks.	120			
Total		320			

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity		
			A	B	C
Proposed Work Plan and Approach					
2.1	To what degree does the Offeror understand the task?	40			
2.2	Have the important aspects of the task been addressed in sufficient detail?	55			
2.3	Is the conceptual framework adopted appropriate for the task?	65			
2.4	Is the scope of task well defined and does it correspond to the TOR?	150			
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation of the job?	120			
2.6	Time duration of tasks	50			
Total		480			

Annex C: Proposal Submission Form

TO: XXXXX
XXXXX
XXXXX
XXXXX

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply the required services for the sum as may be ascertained in accordance with the Price Component attached herewith and made part of this proposal.

We undertake, if our proposal is accepted, to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Price Components proposed.

Dated this _____ day of _____ 20XX__.

Signature

(in the Capacity of)

Duly authorized to sign proposal for and on behalf of:

Annex D: UNDP 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 Contract.

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.

10.0 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.