REQUEST FOR QUOTATION (RFQ)
(Services)

Date: April 27, 2018
Reference: LBN/CO/RFQ/86/18

Dear Sir / Madam:

We kindly request you to submit your quotation for the Evaluation of Live Lebanon Project, as detailed in Annex 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1.

Documents uploaded in the system as part of your quotation must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation is submitted on or before the deadline indicated by UNDP in the eTendering system. Bids must be submitted in the online eTendering system in the following link: https://etendering.partneragencies.org using your username and password. If you have not registered in the system before, you can register now by logging in using

username: event.guest
password: why2change

and following the registration steps as specified in the system user guide.
Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

<table>
<thead>
<tr>
<th>Requirement/Condition</th>
<th>Requirement/Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery Terms [INCOTERMS 2010] [Pls. link this to price schedule]</td>
<td>☒ DDP</td>
</tr>
<tr>
<td>Exact Address/es of Delivery Location/s (identify all, if multiple)</td>
<td>Beirut, Lebanon</td>
</tr>
<tr>
<td>UNDP Preferred Freight Forwarder, if any¹</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Distribution of shipping documents (if using freight forwarder)</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)</td>
<td>☒ within 7 weeks from contract issuance date</td>
</tr>
<tr>
<td>Delivery Schedule</td>
<td>☒ Required (Time Table)</td>
</tr>
<tr>
<td>Packing Requirements</td>
<td>Not required</td>
</tr>
<tr>
<td>Value Added Tax on Price Quotation²</td>
<td>☒ Must be Inclusive of VAT and other applicable indirect taxes</td>
</tr>
<tr>
<td>After-sales services required</td>
<td>☒ Not Required</td>
</tr>
<tr>
<td>Deadline for the Submission of Quotation</td>
<td><strong>Monday, May 14, 2018 at 8:00AM EDT</strong></td>
</tr>
<tr>
<td></td>
<td>As specified in the system (note that time zone indicated in the system is New York Time zone which is equivalent for 3h pm Beirut Local Time.)</td>
</tr>
<tr>
<td>All documentations, including catalogs, instructions and operating manuals, shall be in this language</td>
<td>☒ English</td>
</tr>
</tbody>
</table>

¹Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

²This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.
| Documents to be submitted | ☒ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;  
|                          | ☒ Company Profile, which should not exceed fifteen (15) pages, including Data sheets, Catalogues and certificates of conformity for the main components relevant to the services being procured  
|                          | ☒ Latest Business Registration Certificate;  
|                          | ☒ Latest Internal Revenue Certificate / Tax Clearance;  
|                          | ☒ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; |

| Additional Necessary documents to be submitted | Companies wishing to be considered for this assignment described herein should provide documents to prove that they have the following qualifications (These documents are essential documents and will be considered as evaluation criteria):  
|                                                | Corporate requirements: |
|                                                | o Company’s registration  
|                                                | o Proof of at least 5 years of experience in carrying out similar evaluations  
|                                                | o International certification for evaluating projects  
|                                                | CVs of the team of at least two consultants (International) is needed to complete the study: |
|                                                | • Team Leader / Evaluator: |
|                                                | o Postgraduate degree in economics, public administration, development studies or related fields;  
|                                                | o Proven experience (at least 10 years) in supervising, team leading and/or planning similar projects  
|                                                | o Proven experience in evaluating at least 5 similar projects  
|                                                | o Excellent oral and written communication skills in English  
|                                                | o Solid analytical and conceptual skills and the ability to think creatively  
|                                                | o Good knowledge of UNDP procedures, policies and regulations concerning project management and evaluations. |

3 First 2 items in this list are mandatory for the supply of imported goods
• Second Expert / Innovation / Crowdfunding Expert:
  o Postgraduate degree in Economics, management, development, communication or related fields;
  o Proven experience (minimum 5 years) in managing and/or planning innovative projects
  o Proven experience in finance mobilization for development, private sector engagement for development, innovative and alternative financing mechanisms like crowdfunding and diaspora bonds.
  o Excellent oral and written communication skills in English
  o Solid analytical and conceptual skills and the ability to think creatively

<table>
<thead>
<tr>
<th>Pro</th>
<th>☒ 120 days</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</td>
</tr>
</tbody>
</table>

| Partial Quotes | ☒ Not permitted |

| Payment Terms⁴ | ☒ The payment currency is USD, and the payment will be as follows: |
|                | • Release of payment is 100% upon delivery and approval of all services and deliverables specified in this TOR. |
|                | • Feedback on the outputs will be made within two weeks after the submission is made by the Consulting firm. All payments will be issued upon certification by the UNDP/Live Lebanon Manager. |
|                | All proposals must be expressed in a lump sum amount: |
|                | - The lump sum amount must be “all-inclusive5”; |
|                | - The contract price is fixed regardless of changes in the cost components. |

---

⁴ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of $30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

⁵ The term “All inclusive” implies that all costs (professional fees, travel costs, living allowances, communications, consumables, human resources, materials; logistical support, venues, etc.) that could possibly be incurred by the company are inclusive in the proposal.
<table>
<thead>
<tr>
<th>Liquidated Damages</th>
<th>Within thirty (30) calendar days after the date of the satisfactory certificate of completion for the respective requirements and Testing and Acceptance issued by the UNDP assigned entity.</th>
</tr>
</thead>
</table>
|                    | ☒ Will be imposed under the following conditions: Percentage of purchase order price per day of delay: **1%**  
|                    |   Max. number of days delay: **Ten (10) days**  
|                    |   Next course of action: **Termination of Purchase order** |


Evaluation Criteria
[check as many as applicable]

☒ Technical responsiveness/Full compliance to requirements and lowest price\(^6\)
☐ Comprehensiveness of after-sales services
☒ Full acceptance of the PO/Contract General Terms and Conditions
☒ Earliest Delivery / Shortest Lead Time\(^7\)

Corporate requirements:
- Officially registered legal entity
- At least 5 years of experience in carrying out similar evaluations
- Proven international certification for evaluating projects

A team of at least two consultants (International) is needed to complete the study:

- Team Leader / Evaluator:
  - Postgraduate degree in economics, public administration, development studies or related fields;
  - Proven experience (at least 10 years) in supervising, team leading and/or planning similar projects
  - Proven experience in evaluating at least 5 similar projects
  - Excellent oral and written communication skills in English
  - Solid analytical and conceptual skills and the ability to think creatively
  - Good knowledge of UNDP procedures, policies and regulations concerning project management and evaluations.

- Second Expert / Innovation / Crowdfunding Expert:
  - Postgraduate degree in Economics, management, development, communication or related fields;

The contractor will submit a financial proposal with the full amount provided for deliverables, with breakdown by cost component.

---

\(^6\) UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term “more superior”
UNDP will award to: ☒ One and only one supplier

Type of Contract to be Signed ☒ Contract for Professional Services

Special conditions of Contract ☒ Cancellation of PO/Contract if the delivery/completion is delayed by 10 days

Conditions for Release of Payment
☐ Passing Inspection
☒ Complete Delivery
☒ Passing all Testing
☒ Written Acceptance of Goods/Services based on full compliance with RFQ requirements

Contact Person for Inquiries (Written inquiries only)\(^8\)

Procurement Unit
Lb.bidding@undp.org

Any delay in UNDP’s response shall not be used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods/Services offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP’s re-computation and correction of errors, its quotation will be rejected. The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods/services in the event that the transportation cost (freight and insurance) is found to be higher than UNDP’s own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received

---

as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

\(^7\) This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

\(^8\) This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.
the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP’s vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,
Andreas Lehnert
Procurement Specialist
April 27, 2018
Outline - The Lebanese Expatriate Project, Live Lebanon – Evaluation

1. Context and Background
   A. Migration and Development
   B. Lebanese Diaspora
   C. Private Sector
   D. Project Description: The Lebanese Expatriate Project, Live Lebanon
   E. Project Objectives
   F. Project Outputs
   G. Project Financials
   H. Partnerships

2. Evaluation and Purpose

3. Evaluation Scope and Objectives
   A. Approach
   B. Partnership
   C. Challenges and difficulties encountered in the implementation process
   D. Lessons learned and recommendations for the future

4. Methodology
5. Evaluation Questions
6. Evaluation Timeframe and Duration
7. Deliverables

8. Responsibilities of UNDP
9. Evaluation Principles and Ethics
10. Implementation Arrangements
11. Payment Terms
12. Composition and Profile Of The Firm and Team (Experience & Qualifications)
13. Technical Proposal
14. Financial Proposal
15. Award of Contract
Terms of Reference
The Lebanese Expatriate Project, Live Lebanon - Evaluation

1. CONTEXT AND BACKGROUND

A- Migration and Development

A new paradigm on migration and development is evolving emphasizing the potential benefits of international migration for the countries of origin. Migrants are being redefined as “heroes of development”, and the key element in the new debate on migration is the growth of remittances (IOM). UNFPA attests that remittances, defined as transfers of private funds from expatriates residing abroad to their home country, are considerably larger than the value of Official Development AID (ODA) and comprise the second largest source of external funding for developing countries after Foreign Direct Investment (FDI) (UNFPA).

IOM reports emphasize several potential benefits of migration besides remittances, especially the broader role of migrants in national development. The overall potential of the involvement of migrants is that they can have a significant impact on local development in the poorest areas of countries of origin in addition to their involvement in more common sectors such as business creation, trade links, investments, and exchange of experiences.

B- Lebanese Diaspora

Lebanese expatriates and people from Lebanese origin can reach in certain estimates over 10 million people, already have a great political and cultural influence in Lebanon; the country is worldwide one of the top recipients with regards to the share of remittances in the Gross Domestic Product (GDP). The World Bank estimated in 2016 that remittances from Lebanese expatriates amounted to USD 7.3 billion USD, which is equivalent to around 14.1% of the country’s GDP. In 2015, remittances estimated reach was USD 7.5 billion USD.

It is argued that the role of the Lebanese migrants is growing as a result of 1) their growing relative wealth overseas 2) their increasing numbers 3) modern means of transportation and communication. Small-Scale initiatives to support activities in Lebanon have been initiated by individual expatriates and organizations abroad, but no well-defined and neutral platform or initiative has been launched in order to involve Lebanese migrants in the development of the less developed areas of the country.

C- Private Sector:

In the past few years, many banks and large corporations have opened corporate social responsibilities (CSR) departments. CSR is being used as a marketing and promotional tool to improve the company’s image and increase its revenue and hence a considerable budget is being invested for that reason. Live Lebanon covers many themes including environmental, health, job creation, empowering women, education and youth. Live Lebanon had successful partnerships and collaboration with the private sector. BBAC was its institutional partner for two years and won the best CSR Award for the year 2014. The current focus of the project management is to increase its collaboration with the private sector.
D- Project Description: The Lebanese Expatriate Project, Live Lebanon

The United Nations Development Programme (UNDP) jointly with the Ministry of Foreign Affairs and Emigrants (MFAE) launched the "Lebanese Expatriate Project – Live Lebanon Initiative " in 2009 as a platform connecting Lebanese living abroad and the private sector with local communities to support the development of the unprivileged areas of Lebanon through the implementation of fast impact development projects in Lebanon.

The project is integral to the national priorities of the United Nations. The project is linked to the UNSF outcome 3:1 productive sectors strengthened to promote inclusive growth and local development especially in the most disadvantaged areas. The project is also linked to the following Sustainable Development Goals (SDGs):

- SDG 3: Ensure healthy lives and promote wellbeing for all at all ages.
- SDG 4: Ensure inclusive and quality education for all and promote lifelong learning
- SDG 5: Achieve gender equality and empower all women and girls
- SDG 6: Ensure access to water and sanitation for all
- SDG 7: Ensure access to affordable, reliable, sustainable and modern energy for all
- SDG 8: Promote inclusive and sustainable economic growth, employment and decent work for all
- SDG 11: Make cities inclusive, safe, resilient and sustainable

The aim of Live Lebanon project is to mobilize a critical mass of the more than 10 million Lebanese living abroad in support of local development in the most deprived areas of Lebanon, and hereby to contribute to the elimination of poverty and regional disparities in Lebanon. This will be achieved through strengthening the connection between local communities in Lebanon and the Lebanese expatriate organizations and individuals worldwide.

Live Lebanon has a website and a mobile application for the purpose of crowd funding and engaging the Lebanese expatriates by providing them with an opportunity to donate money online to support and follow local community and development projects in the following four regions: North, Bekaa, Mount Lebanon & Beirut, and the South.

Live Lebanon divides its priority sector into four different pillars/campaigns:

1. **Health:** aims to improving access to basic medical treatment
2. **Environment:** seeks to restore Lebanon’s green areas and public gardens, improve waste and water management or bring green alternatives for energy production among other initiatives
3. **Education/Youth:** aims to encourage youth to engage in sports and recreational activities in well-established and managed facilities and to improve the learning environment at public schools and nurseries.
4. **Prosperous (Income-generating activities):** aims to preserving essential skills but allows workers to invest in their abilities and improve in their profession. Live Lebanon will give hard working farmers, fishermen and other workers the support they need to invest in themselves and be able to excel in their fields of work.
E- Project Objectives

The contribution of the Live Lebanon project to the overall development of Lebanon and to the eradication of regional disparities is therefore based on the following fourfold strategy:

1. Strengthen the link between Lebanese abroad on one hand and the Lebanese government and local communities in the poorest areas on the other hand
2. Engage the private sector in development projects as part of their CSR.
3. Set up a mechanism for channeling financial support from expatriates to local development and community projects and hereby support the elimination of regional disparities.
4. Strengthen the local capacities and decision-making structures through the engagement of local representatives in the project development and management

Live Lebanon launches calls for proposals accepting applications from:

a) Civil society organizations, including non-governmental non-profit organizations and community based organizations.
   b) Municipalities and union of municipalities.
   c) Productive cooperatives such as farmers and agro-food processing cooperatives.

A committee select the projects to be funded and implemented based on four criteria: Need, Feasibility, Sustainability and Beneficiaries.

The Project is under guidance of the Project Board, which is responsible for the overall guidance and supervision of the project implementation. The Committee also supports and secures the commitment of the different stakeholders in the process.

F- Project Outputs

Output 1: A platform for the Lebanese diaspora to support local development and community projects in Lebanon created and maintained
Output 2: Contributions from a critical mass of the Lebanese diaspora in support of development in the North, Bekaa, Mount Lebanon & Beirut and the South of Lebanon better directed towards local development projects.

G- Project Financials:
With the project’s current scope and outreach, the delivery is around 400,000 USD per year.

H- Partnerships

Live Lebanon supports vulnerable and underprivileged communities located in rural areas, in a timely and efficient manner through full coordination with local authorities to ensure sustainability of initiatives, and in collaboration with concerned line ministries.

The role of UNDP in the project is to secure funds from the Diaspora and the private sector and to implement projects. The main project partner is the MFAE and its role is to help reach out to the Diaspora.
The Goodwill Ambassadors are our partners who provide support in securing funds for the project.

MTV is our media partner and it helps us promote the project on TV.

Live Love Lebanon is our social media partner and they help us in developing promotional material and in promoting the project online.

2. EVALUATION PURPOSE

UNDP intends to commission an independent evaluation of the Live Lebanon project at the macro level for the implementation period between 2009 and 2018. The evaluation is expected to provide information on: (i) the level of progress made towards achieving the outputs and outcomes listed in the project document; (ii) the success factors for project’s strategies in its engagement with the Lebanese diaspora; (iii) the important challenges and constraints it faced, opportunities that it generated and lessons learned. The evaluation is expected to provide concrete recommendations (strategic, operational and financial), which will be used for the design of phase II of the project, including new ways to engage with the Lebanese diaspora. The results of the evaluation will also be used to inform UNDP’s efforts in designing development support platforms in Lebanon. Therefore, the purpose of this evaluation is to inform UNDP as well as key stakeholders on the best programming approach and strategy to engage with diaspora in Lebanon for the coming years.

3. EVALUATION SCOPE AND OBJECTIVES

A- Approach:

The evaluator is expected to frame the evaluation effort using the OECD/DAC evaluation criteria of relevance, effectiveness, efficiency, sustainability and impact, as defined and explained in the UNDP Handbook on Planning, Monitoring and Evaluating for Development Results.¹

The evaluation must provide evidence-based information that is credible, reliable and useful. The evaluator is expected to follow a participatory and consultative approach ensuring close engagement with government counterparts and other relevant stakeholders. The final report should comply with the UNEG Quality Checklist for Evaluation Reports.² Following evaluation criteria should be followed by the evaluator:

- **Relevance:** The evaluation will assess the degree to which the project considers the local context and problems. The focus of the Evaluation is to assess the extent to which the objectives and pillars of the Live Lebanon are consistent with beneficiary requirements and needs (including connections to UNDAF, SDGs, government strategies and activities of other organizations). The evaluator will also review the extent to which the project design requires an update, and it will assess the link between activities and expected results, and between results and objectives to be achieved.

---

¹ For additional information on methods, see the Handbook on Planning, Monitoring and Evaluating for Development Results, p. 168.
² UNEG Quality Checklist for Evaluation Reports
Effectiveness: The Evaluation will assess the extent to which the Live Lebanon’s objectives have been achieved. In evaluating effectiveness, it is useful to consider: 1) if the planning activities are coherent with the overall objectives and project purpose; 2) the analysis of principal factors influencing the achievement or non-achievement of the objectives.

Efficiency: The Evaluation will assess how economically resources (such as funds, expertise and time) have been converted to results. The primary focus to evaluate whether the Live Lebanon Project has used resources appropriately and economically to produce the desired results.

Impact: The Evaluation will provide quantitative and qualitative observations regarding the impact achieved by the Live Lebanon with regards to the beneficiaries.

Sustainability: The evaluation will assess the project capacity to produce and to reproduce benefits over time. In evaluating the project sustainability it is useful to consider to what extent intervention benefits will continue even after the project is concluded and the principal factors influencing the achievement or non-achievement of the project sustainability.

The Evaluator is expected to:

- Review all the work from 2009 until now: projects, campaigns, financials, methodology, operation and efficiency.
- Provide a comprehensive overall assessment of the Live Lebanon implemented projects against the outputs and outcomes defined in the project document.
- Provide a comprehensive assessment of the overall impact of the initiative, both at the ‘supply’ and the ‘demand’ side of the ‘development challenges in Lebanon.
- Assess the ability of the initiative to identify and address the communities’ needs and priorities on the field.
- Assess the ability of the initiative to implement fast impact projects.
- Assess the implementation modalities suitability & efficiency regarding development priorities.
- Assess the effectiveness (and identify possible alternatives) of the engagement strategy with Diaspora in mobilizing resources.
- Assess the effectiveness (and identify possible alternatives) of the engagement strategy with the private sector.
- Assess mechanisms of coordination with the donors and partners.
- Assess the project’s promotional strategy.
- Assess the match of project needs against different crowd-funding models, including beyond donations.
- Identify alternative financing models.
- Establish a resource allocation strategy.
- Recommend new innovative ideas to increase public visibility and exposure and to be more efficient in crowd funding.

B- Partnership:

- Assess the governance structure in terms of donors’ engagement, partners, decisions making and taking, tasks/plans, concentration of support and the role of MFAE.
- Assess the GWAs work and engagement with the project.
- Assess the existing governance structure of Live Lebanon and analyze areas of strength and weakness as well as provision of concreted recommendations on possible new models and approaches for the future phase.
- Appraise Live Lebanon relations with relevant actors and stakeholders, particularly to UNDP Programme Management Unit, donors and the government.
- Assess if and how activities have been carried out in a mutually reinforcing manner, including vis-à-vis other interventions at UNDP.

C- Challenges and difficulties encountered in the implementation process:

- Discuss the main challenges faced by the initiative, including the ways in which Live Lebanon has sought to overcome them. Describe and analyze current challenges to implementing development interventions in rural areas, and Live Lebanon activities in particular.
- Identify what the UNDP has done to support Live Lebanon and how can it improve its backing.
- Look into unforeseen or foreseen external factors that affected and/or reduced the funding.

D- Lessons learned and recommendations for the future:

- Appraise the sustainability of the initiative, including the institutionalization of interventions.
- Assess knowledge management (reviews, participatory assessments etc.) and sharing
- Capture lessons learned and best practices from the implementation of the initiative with special focus on consolidated results of the different projects.
- Provide concrete and actionable recommendations for the initiative’s future phase. These recommendations are expected to be clustered by creating a set of recommendations for all stakeholders: The Live Lebanon, MFAE, UNDP and donors.

Participants

The participants involved in the evaluation are detailed below:

- UNDP Country Director
- UNDP Social and Local Development Program
- Live Lebanon team
- GWAs and donors
- MFAE representative

4. METHODOLOGY

The Evaluation team will propose a methodology and approach to the evaluation, which will be further discussed with UNDP so that a feasible methodology is adopted. Nevertheless, as basic methodology, the Evaluation team is expected to conduct individual interviews with key stakeholders and collective interviews with end beneficiaries. The activities of the Evaluation team will include, but not be limited to the following:

- Review relevant documents listed in Annex I (such as project proposals, agreements, grants ….);
- Participate in initial meetings with the project team, country director and programme manager to discuss Live Lebanon’s strategies in mobilizing resources and provide observations and recommendations (including questions specific to Lebanese diaspora), if any;
- Meet with Goodwill Ambassadors via skype in case personal meetings are not accommodated.
Review current strategies to mobilize funding and finance by the project. Discuss other sources of finance and funding, which are relevant for the Lebanese context (including but not limited to Public-Private Partnerships, Social Impact Bonds, Enterprise Challenge Funds).

- Conduct individual interviews (around 10) with project stakeholders.
- Conduct interviews with Donors;
- Conduct interviews with MFAE personnel.
- Draft an evaluation report in English answering the following questions:

5. EVALUATION QUESTIONS

To define the information that the evaluation intends to generate, the following potential evaluation questions have been developed:

- How could the initiative be further developed to act as a finance platform for other UNDP projects?
- At the macro level, how are the Live Lebanon expected results followed up by the different stakeholders?
- What progress towards achieving the outputs and outcomes listed in the project document has been made?
- How does project implementation align with the project document?
- Did UNDP systematically include knowledge management (evaluations, reviews, participatory assessments etc.) for relevant projects during project design?
- How do the implementation modalities impact upon the results achieved (with a focus on timely responsiveness and programme management)?
- What factors have contributed to achieving (or not achieving) the intended outputs and outcomes?
- To what extent has the initiative managed to promote its four pillars?
- What was the role of the governance structure in the project implementation and achievement of strategic goals? Please provide, if necessary, any concrete recommendations on possible new models/approaches for the next phase.
- Has the project managed risks effectively?
- What are the strengths, weaknesses and opportunities in Live Lebanon Project’s strategies in mobilizing resources from the Lebanese diaspora abroad?
  - the ways to improve the effectiveness of the engagement strategy with Diaspora in mobilizing resources?
  - the match of project needs against different crowd-funding models-incl. beyond donations.
- Based on the past/future project pipeline what alternative options for funding should be considered in addition to crowd funding?
- What are the ways for the project to increase public visibility and exposure and be more efficient in crowd funding?
- To what extent has the project been effective in securing funding? How has coordination with different actors contributed to this?
- To what extent has the project managed to create jobs?
- To what extent has the programme managed to promote inclusiveness, gender mainstreaming and women’s empowerment?

The above questions may be amended at a later stage and upon consultation with the relevant stakeholders.
6. EVALUATION TIMEFRAME AND DURATION

The Evaluation will be conducted in close coordination with Live Lebanon team.

Timeframe:
The total duration of the evaluation will be 14 days according to the following plan:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluation Mission</td>
<td>10 days</td>
</tr>
<tr>
<td>Evaluation report</td>
<td>4 days</td>
</tr>
</tbody>
</table>

Key Tasks:

<table>
<thead>
<tr>
<th>Key Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Review all documentation</strong> related to the project, including Project Document, Annual work plans, Progress reports (See Annex I)</td>
</tr>
<tr>
<td><strong>Interview</strong>³ about 10 key actors including UNDP staff, partners and donors; <strong>Visit a sample of project sites</strong> and interview about 15 beneficiaries and stakeholders⁴ (See list of participants in Annex II)</td>
</tr>
<tr>
<td>Draft a <strong>comprehensive Evaluation Report</strong></td>
</tr>
</tbody>
</table>

Team Leader or person assigned will be responsible for supervising, directing, coordinating and ensuring quality assurance with other relevant UNDP staff members prior and during the study.

7. DELIVERABLES

The evaluation team shall produce the following deliverables through the course of the assignment:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Content</th>
<th>Timing</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception Report</td>
<td>Outlines the methodology as well as proposed schedule of tasks and activities</td>
<td>1 week from contract signature</td>
<td>Evaluator submits to UNDP CO and Live Lebanon</td>
</tr>
<tr>
<td>Presentation</td>
<td>Initial Findings</td>
<td>4 weeks from contract signature</td>
<td>Evaluator submits to UNDP CO and Live Lebanon</td>
</tr>
<tr>
<td>Draft Evaluation Report</td>
<td>Full report (guided by template annex III) totaling 25 pages plus annexes, with an executive summary of not more than 5 pages</td>
<td>6 weeks from contract signature</td>
<td>Evaluator submits to UNDP CO and Live Lebanon to be reviewed and approved</td>
</tr>
</tbody>
</table>

³ The selection of all interview participants, as well as the logistical organization of interviews will be done by the project.
⁴ Interview questions should be proposed by the consultant in line with evaluation purposes and questions.
describing key findings and recommendations. The evaluator will prepare a Powerpoint presentation on methodology, key findings and recommendations, and will be expected to present the (draft) for review during stakeholder meetings.

| Final Report | Revised approved full report not exceeding 30 pages plus annexes should be delivered. The report should contain same contents as the ones mentioned for the draft report, as well as statistics (visual graphics, diagrams and maps) showing all the requested information findings and recommendations. It should be delivered after the revision and upon approval on the draft report. | 7 weeks from contract signature | Evaluator submits to UNDP CO and Live Lebanon |

8. RESPONSIBILITIES OF UNDP

The contract will be made by and with UNDP. The work will be facilitated by UNDP. Payments will be made after approval of UNDP.

9. EVALUATION PRINCIPLES AND ETHICS

10. IMPLEMENTATION ARRANGEMENTS

The Evaluation Team will report to UNDP Live Lebanon project manager. UNDP will provide office space and access to standard office services as needed, transportation to the field’s locations. The Evaluation Team should provide their own computer and communications equipment.

UNDP personnel will make available all relevant documentation and provide contact information to key project partners and stakeholders, and facilitate contact where needed.

11. PAYMENT TERMS

Release of payment is 100% upon delivery and approval of all services and deliverables specified in this TOR.

Feedback on the outputs will be made within two weeks after the submission is made by the Consulting firm. All payments will be issued upon certification by the UNDP/Live Lebanon Manager.

12. COMPOSITION AND PROFILE OF THE FIRM AND TEAM (Experience & Qualifications)

Corporate requirements:
- Officially registered legal entity
- At least 5 years of experience in carrying out similar evaluations
- Proven international certification for evaluating projects

A team of at least two consultants (International) is needed to complete the study:

- **Team Leader / Evaluator:**
  - Postgraduate degree in economics, public administration, development studies or related fields;
  - Proven experience (at least 10 years) in supervising, team leading and/or planning similar projects
  - Proven experience in evaluating at least 5 similar projects
  - Excellent oral and written communication skills in English
  - Solid analytical and conceptual skills and the ability to think creatively
  - Good knowledge of UNDP procedures, policies and regulations concerning project management and evaluations.

- **Second Expert / Innovation / Crowdfunding Expert:**
  - Postgraduate degree in Economics, management, development, communication or related fields;
Proven experience (minimum 5 years) in managing and/or planning innovative projects
Proven experience in finance mobilization for development, private sector engagement for development, innovative and alternative financing mechanisms like crowdfunding and diaspora bonds.
Excellent oral and written communication skills in English
Solid analytical and conceptual skills and the ability to think creatively

13. TECHNICAL PROPOSAL

The technical proposal shall describe the approach and methodology that will be applied by the consulting firm to meet the objectives and scope of the assignment and shall include the following:

- The methodology.
- The suggested work-plan.
- Description of tools that will be used and provided.
- Company Profile including description of company facilities and resources.
- List of relevant projects undertaken within the last two years.
- Reference check from at least three clients to whom similar services have been provided and completed.
- Profile of experts included in the plan. A matrix should be provided to show which expert will work on what activities and for what duration.
- CVs of the experts who will participate in conducting the assignment.

The proposal shall be valid for a minimum of 120 days from the date of bid closing and shall be duly signed by the official representation of the consulting firm and stamped.

14. FINANCIAL PROPOSALS

The offeror is asked to prepare the Form of Quotation in US Dollars. The financial proposal shall specify a total lump sum amount all-inclusive for the provision of the requirement.

The lump sum amount shall be broken down per deliverable but also per cost component to show the following level of detail:

- Daily rates of staff
- Administrative costs
- Overhead and profit
- Man rate per hour
- Any other applicable costs
15. AWARD OF CONTRACT

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without incurring any liability to the affected applicant or any obligation to inform the affected applicant or applicants of the ground for the UNDP’s action.

The UNDP procuring entity will award the Contract to one offeror, who submits the lowest technically complaint offer.

Annexes to this TOR:

Annex I: Project Document

Annex II: Preliminary list of interview participants

Annex III: Tentative outline of the evaluation report
United Nations Development Programme  
Country: Lebanon  
Project Document

Project Title: The Lebanese Expatriate Project, *Live Lebanon*, Phase I

**UNDAF Outcome(s):** 4: Socio-economic development and regional disparities

**Expected CP Outcome(s):** The project is linked to the pillar on social development and regional disparities relating to UNDAF outcome 4, and the promotion of integrated regional development focusing on marginalized areas of the country. Outcome 2: Local governance structures in target underserved regions strengthened for better representation, participation, and basic local services delivery. Output 2.1: Capacities of institutions and community groups strengthened for effective formulation and implementation of regional and local development plans including women and youth.

**Expected Output(s):**

Output 1: A platform for the Lebanese diaspora to support local development and community projects in Lebanon created

Output 2: Contributions from a critical mass of the Lebanese diaspora in support of development in the North, Bekaa, Mount Lebanon & Beirut, and the South of Lebanon better directed towards local development projects

**Executing Entity: UNDP**

The aim of the *Live Lebanon* project is to mobilize a critical mass of the more than 10 million Lebanese living abroad in support of local development in the most deprived areas of Lebanon, and thereby to contribute to the elimination of poverty and regional disparities in Lebanon. This will be achieved through strengthening the connection between local communities in Lebanon and the Lebanese expatriate organizations and individuals worldwide.

An online platform, *Live Lebanon*, will be created for the purpose of engaging Lebanese expatriates and providing them with an opportunity to donate money online to support and follow local community and development projects in the following four regions of the country: North, Bekaa, Mount Lebanon & Beirut, and the South.

Existing UNDP sub offices in the regions together with the local Working Groups, consisting of municipalities, NGOs, community organizations etc., will function as local project committees and will ensure local ownership and empowerment of the local community. UNDP’s experience in project management will guarantee the quality of the project implementation.

<table>
<thead>
<tr>
<th>Programme Period:</th>
<th>2010 - 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Key Result Area (Strategic Plan)</td>
<td></td>
</tr>
<tr>
<td>Alias Award ID:</td>
<td>00058413</td>
</tr>
<tr>
<td>Alias Project ID:</td>
<td>00072567</td>
</tr>
<tr>
<td>Start date:</td>
<td>Oct, 2009</td>
</tr>
<tr>
<td>End Date:</td>
<td>Dec, 2011</td>
</tr>
<tr>
<td>PAC Meeting Date</td>
<td>Oct 22, 2009</td>
</tr>
<tr>
<td>Management Arrangements</td>
<td>UNDP</td>
</tr>
<tr>
<td>Total resources required</td>
<td>740,050</td>
</tr>
<tr>
<td>Total allocated resources:</td>
<td>270,000</td>
</tr>
<tr>
<td>UNDP:</td>
<td>250,000</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
<tr>
<td>Donor: British Government</td>
<td>20,000</td>
</tr>
<tr>
<td>Unfunded budget:</td>
<td>470,050</td>
</tr>
</tbody>
</table>

Agreed by the Council for Development and Reconstruction, Mr. Nabil Jisr

Signature: [Signature]
Date: 29.10.09

Agreed by the Director-General for Emigrants, Mr. Haitham Jomaa:

Signature: [Signature]
Date: 27.10.2009

Agreed by the UNDP Resident Representative, Ms. Marta Ruedas:

Signature: [Signature]
Date: 27-3-2009
I. SITUATION ANALYSIS

Political situation, Poverty and Regional inequalities

As stated in the CPD and the UNDAF, Lebanon is marked by its volatile political situation. The Ta'ef agreement of 1989 signaled the end of a 15-year civil war. A flurry of infrastructure rehabilitation and accelerated economic activity took place, leading to significant growth in the gross domestic product. Since 2005, however, growth has slowed and government debt has risen to reach its present level of 180 per cent of gross domestic product. Politically, in the last ten years, Lebanon has experienced tremendous changes with regards to the roles of regional actors in its affairs. Israel withdrew its forces from southern Lebanon in 2000, and Syria formally withdrew in 2005 following the assassination of former Lebanese Prime Minister Rafik Hariri. Nonetheless, Lebanon remains in a volatile region and regularly experiences armed conflict. In June 2009, Lebanon successfully held parliamentary elections that reinstated the majority of its governing coalition with 71 seats versus 58 seats for the opposition.

Despite the challenges, poverty, education, and health indicators have improved marginally in most regions though the number of people living below the poverty line has increased over the past decade. According to the Lebanon ‘MDG report 2008’, the number of those living below the ‘upper’ poverty line, estimated at $4 per capita per day, stands at 28 cent of the population. Of these, 8 per cent are extremely poor and live below the lower poverty line, estimated at $2.4 per capita per day, and cannot meet their basic needs. Regional disparities in this middle-income country are high. Emphasis on reducing poverty and regional inequalities is highlighted in the UNDP CPD, UNDAF, and CCA (common country assessment, 2007) and is also one of the main objectives of the government reform programme.

In the UNDP CPD, it is argued that though progress on the Millennium Development Goals that relate to poverty (1), and the environment (7) remains elusive, Lebanon expects to achieve most of its targets. However, as is further stated in the CPD, peace and stability are essential since much will depend on whether the country can capitalize on its vibrant private sector and on significant remittances. In this regard, the Live Lebanon project is aiming at providing a method to channel remittances to common development projects in the most deprived regions of the country.

Migration and development

A new paradigm on migration and development is evolving emphasizing the potential benefits of international migration for the countries of origin. Migrants are being redefined as “heroes of development”, and the key element in the new debate on migration is the growth of remittances (IOM 2008, p. 3)\(^1\). A recent report of UNFPA attests that remittances, defined as transfers of private funds from expatriates residing abroad to their home country, are considerably larger than the value of Official Development Aid (ODA) and comprise the second-largest source of external funding for developing countries after Foreign Direct Investment (FDI) (UNFPA 2008). Although not conclusive, growing empirical evidence sustains that there is a positive relationship between remittances and poverty reduction.

Recent reports emphasize several potential benefits of migration besides remittances, especially the broader role of migrants in national development (IOM 2008, p. 3). The overall potential of the involvement of migrants is that they can have a significant impact on local development in the poorest areas of countries of origin in addition to their involvement in more common sectors such as business creation, trade links, investments, and exchange of experiences (IOM 2006, p. 52)\(^2\).

Lebanese Diaspora

Lebanese expatriates, numbering over 10 million people, already have a great political and cultural influence in Lebanon; the country is worldwide one of the top recipients with regards to the share of remittances in the Gross Domestic Product (GDP). The World Bank estimated in 2007 that remittances from Lebanese expatriates amounted to USD 5.5 billion which is equivalent to around 24 % of the country’s GDP. In 2008, remittances were estimated to reach USD 8 billion, which is equivalent to over 20 % of GDP, (source: the Economist).

It is argued that the role of Lebanese migrants is growing as a result of 1) their growing relative wealth overseas 2) their increasing numbers 3) modern means of transportation and communication. Small-scale initiatives to support activities in Lebanon have been initiated by individual expatriates and organizations

---

\(^1\) Migration and Development – Perspectives for the South, IOM 2008
\(^2\) Engaging Diasporas as Development Partners for Home and Destination Countries: Challenges for Policymakers, IOM Migration Research Series 2006
abroad, but no general and income generating initiative has been launched in order to involve Lebanese migrants in the development of the less developed areas of the country.

**Cooperation with the Lebanese Ministry of Foreign Affairs and Emigrants:**

Part of the project will be to develop the capacity of the Directorate-General for Emigrants under the Lebanese Ministry of Foreign Affairs and Emigration. The department has great outreach to the Lebanese living abroad and has the ambition to create stronger links between expatriates and Lebanon in order to positively influence the political and socio-economic development of the country. The Directorate-General for Emigrants will therefore be the main national counterpart for the project, but will not provide any financial contributions to the implementation of the project.

### II. Strategy

The focus on eliminating regional disparities that is supported by this project is also part of the national strategy. The Lebanese governmental programme that was presented at the Paris III meeting contained a welcome and unprecedented social component with three related objectives: 1. Reduce poverty and improve education and health indicators, 2. Increase the efficiency of public spending, and 3. Minimize regional disparities. With respect to UNDAF Outcome 4, it is highlighted in CP 19 that UNDP will promote integrated regional development by focusing on four marginalized regions of the country: the North, Bekaa, Mount Lebanon & Beirut and the South, as identified by UNDP in cooperation with the Lebanese government.

As mentioned in the CPD, focus will be shed on private sector engagement in the development agenda of UNDP. UNDP is laying the foundation to strengthen its cooperation with the business community at the local level and across the Lebanese diaspora. Live Lebanon is one of these initiatives that focus on mobilizing the diaspora in support of development objectives (CPD 14).

The contribution of the Live Lebanon project to the overall development of Lebanon and to the eradication of regional disparities is therefore based on the following threefold strategy:

1. Engage the private sector in development and strengthen the link between Lebanese abroad on one hand and the Lebanese government and local communities in the poorest areas on the other hand.
2. Set up a mechanism for channelling financial support from expatriates to local development and community projects and hereby support the elimination of regional disparities.
3. Strengthen the local capacities and decision-making structures through the engagement of local UNDP working groups in the project development and management.

A crucial part of the project will be to establish cooperation between local communities and organizations and individuals and associations of Lebanese expatriates worldwide. The General Directorate for Emigration under the Ministry of Foreign Affairs (http://www.emigrants.gov.lb/) will be the national focal point for the project, and the aim is to develop the capacities of the General Directorate to be able to manage the project in the long-term.

An online donation website will be the mechanism by which the project seeks to channel remittances from Lebanese emigrants, at an individual and associational level, towards quick impact development projects. In order to make a contribution, the donor will be able to choose which village/caza to support, what project, and the amount of the donation. Projects will also be divided into quantifiable items/shares, and donors can alternatively choose to donate a certain number of shares/items. Updates on the projects will be provided thoroughly on the website with pictures, stories, budget reports, and statistics. Offline events will be used to communicate the objectives of the project and engage expatriate individuals and associations.

The Live Lebanon website will provide a non-partisan and accountable opportunity for expatriates to donate money for development. It will constitute a trustful way of channelling remittances towards development since it will benefit from UNDP's global experience, known for its impartiality, accountability and transparency in project management. UNDP's comparative advantage is to secure the objectivity and neutrality of the project.

The Live Lebanon Project will make use of the existing local UNDP structures and experience with local development in Lebanon. In the first phase of Live Lebanon, the projects presented on the website will be under the UNDP ART Gold Framework, and in later stages various UNDP projects will be presented on the website. UNDP ART GOLD has established, well functioning, and independent local Working Groups in each
of the four areas. The Working Groups consist of representatives from various sectors, and the engagement of these Working Groups will ensure impartiality, local ownership and empowerment of the civil society. Needs assessment and project selection procedures will be carried out in collaboration with the local committees and UNDP. Meetings have been conducted with around 80 major figures from the four areas and they warmly welcomed the initiative and offered to collaborate. For the first phase of the project, four - seven villages from each area will be selected, and hereafter more villages will be enrolled in the project.
### III. RESULTS AND RESOURCES FRAMEWORK

**Intended Outcome as stated in the Country Programme Results and Resource Framework:**

The project is linked to the pillar on social development and regional disparities relating to UNDAF outcome 4, and the promotion of integrated regional development focusing on marginalized areas of the country. In the Country Programme this is formulated in **Outcome 2**: Local governance structures in target underserved regions strengthened for better representation, participation, and basic local services delivery. **Output 2.1**: Capacities of institutions and community groups strengthened for effective formulation and implementation of regional and local development plans including women and youth.

**Outcome indicators as stated in the Country Programme Results and Resources Framework, including baseline and targets:**

- **Indicator 2.1** By 2010, local governance structures in four under-served regions with capacity to formulate and implement local development strategic initiatives
- **Baseline:** Local development initiatives scattered and implemented with limited impact
- **Target 2.1** Four regional working groups established in south Lebanon, north Lebanon, Bekaa, and Beirut Southern suburbs capacity enhanced for formulation of regional development strategies based on territorial profiles

**Applicable Key Result Area (from 2008-11 Strategic Plan):**

**Partnership Strategy**

**Project title and ID (ATLAS Award ID):**

<table>
<thead>
<tr>
<th>INTENDED OUTPUTS</th>
<th>OUTPUT TARGETS FOR (YEARS)</th>
<th>INDICATIVE ACTIVITIES</th>
<th>RESPONSIBLE PARTIES</th>
<th>INPUTS</th>
</tr>
</thead>
</table>
| **Output 1**: A compelling platform for Lebanese expatriates to support local development and community projects in Lebanon created | Targets (2009):  
- Desk review on the Lebanese diaspora and 10 target countries identified  
- Partnerships established with a minimum of 5 organizations in each of the 10 target countries  
- Live Lebanon mentioned in media worldwide (minimum 7 countries)  
Targets (2010):  
- Partnerships and a forum on Live Lebanon developed  
- One Live Lebanon launching event in each of the 10 countries |  
1. Project Management and coordination  
   - Technical, financial, and operational management established  
   - Good partnerships with relevant on-going projects (UNDP, Art Gold) and national and local actors (WG, municipalities, MFA) established  
2. Establishment of partnerships  
   - Contact with Lebanese associations abroad  
   - External mobilization  
   - Workshops | UNDP |  
- Communication/Field Officer hired  
  (Monthly USD 3,500, including pension & insurance,  
  Yearly: USD 42,000)  
- Promotion material  
  (USD 15,000 yearly)  
- Expatriates mobilization  
  locally and establishment of network  
  (USD 10,000 yearly)  
- Workshops  
  (USD 10,000 yearly)  
| UNDP/MFA |
| Output 2: Contributions from a critical mass of Lebanese expatriates in support of development in the North, Bekaa, Mount Lebanon and Beirut, and the South of Lebanon better directed towards local development projects |

**Baseline:** Currently remittances are mainly given as private donations to individuals, and no online system to channel remittances collectively for developmental purposes exists in Lebanon.

**Indicator 1:** Total amount donated.
**Indicator 2:** Number of projects supported through the website
**Indicator 3:** Amount channelled into implemented development activities/projects in the four areas

<table>
<thead>
<tr>
<th>1. Project identification and start-up in the four beneficiary areas</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Targets (2009)</strong></td>
</tr>
<tr>
<td>- 20 community and development projects are presented on the website, and donations are given to each of the projects</td>
</tr>
<tr>
<td>- Implementation of a minimum of 5 projects has started by the end of 2009.</td>
</tr>
<tr>
<td><strong>Targets (2010)</strong></td>
</tr>
<tr>
<td>- Donations given to all projects presented on the website, and implementation initiated of all of them.</td>
</tr>
<tr>
<td>- Completed implementation of at least half of the projects presented on the website by end of 2010.</td>
</tr>
<tr>
<td><strong>Targets (2011)</strong></td>
</tr>
<tr>
<td>- 40 community and development projects are presented on the website, and donations are given to each of the projects</td>
</tr>
<tr>
<td>- Completed implementation of at least 50% of the projects on the website by end of 2011.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Financial system and reporting mechanisms set up</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Targets (2009)</strong></td>
</tr>
<tr>
<td>- Needs assessments carried out</td>
</tr>
<tr>
<td>- Local Working Groups engaged</td>
</tr>
<tr>
<td>- Projects identified</td>
</tr>
<tr>
<td>- Implementing partners contracted</td>
</tr>
<tr>
<td><strong>Targets (2010)</strong></td>
</tr>
<tr>
<td>- Financial management system developed and implemented</td>
</tr>
<tr>
<td>- Third Party Gateway Service Provider contracted</td>
</tr>
<tr>
<td>- Regular updating provided</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Communication</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Targets (2009)</strong></td>
</tr>
<tr>
<td>- Live Lebanon Communication Campaign carried out in Lebanon and 10 target countries</td>
</tr>
<tr>
<td>- Offline events planned and implemented</td>
</tr>
<tr>
<td>- Newsletter sent out each month</td>
</tr>
<tr>
<td>- Goodwill Live Lebanon Ambassadors appointed in the main countries of the Lebanese expatriates</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Website Live Lebanon</th>
</tr>
</thead>
<tbody>
<tr>
<td>- The website Live Lebanon launched and functional</td>
</tr>
<tr>
<td>- Links and cooperation established with relevant websites</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UNDP</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Website development and maintenance, payment gateway service (USD 15,000)</td>
</tr>
<tr>
<td>- Office premises, Equipment, IT &amp; Furniture, Support from the Country Office (38,000 USD yearly)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UNDP</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Local Project Management in the four areas, coordination, and workshops (USD 80,000 yearly)</td>
</tr>
<tr>
<td>- Financial Management System, including third party gateway service provider (USD 25,000 yearly)</td>
</tr>
<tr>
<td>- National Communication Officer (Monthly USD 3,500, including pension &amp; insurance, Yearly: USD 42,000)</td>
</tr>
<tr>
<td>- Communication campaign, incl. events, TV- spots, radio spots, and newspaper advertisements in Lebanon and abroad (2009: 60,000 USD 2010: 65,000 USD 2011: 20,000 USD)</td>
</tr>
</tbody>
</table>
## IV. Annual Work Plan

**Year: 2009**

<table>
<thead>
<tr>
<th>EXPECTED OUTPUTS</th>
<th>PLANNED ACTIVITIES</th>
<th>TIMEFRAME</th>
<th>RESPONSIBLE PARTY</th>
<th>PLANNED BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>And baseline, indicators including annual targets</td>
<td>List activity results and associated actions</td>
<td>Q1</td>
<td>Q2</td>
<td>Q3</td>
</tr>
<tr>
<td><strong>Output 1:</strong> A compelling platform for Lebanese expatriates to support local development and community projects in Lebanon created</td>
<td>1. Project Management and coordination</td>
<td>x</td>
<td>x</td>
<td>UNDP</td>
</tr>
<tr>
<td></td>
<td>2. Establishment of partnerships</td>
<td>x</td>
<td>x</td>
<td>UNDP</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Indicator 1:</strong> Number of Lebanese expatriate organizations and individuals signed up as ‘friends of Live Lebanon’</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Indicator 2:</strong> Number of visits to the website</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Indicator 3:</strong> Number of workshops/events arranged worldwide under the name of Live Lebanon</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Website Live Lebanon</td>
<td>x</td>
<td>x</td>
<td>UNDP</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Output 2: Contributions from a critical mass of Lebanese expatriates in support of development in the North, Bekaa, Mount Lebanon & Beirut, and the South of Lebanon better directed towards local development projects

**Baseline:** Currently remittances are mainly given as private donations to individuals and to local associations. No online system to channel remittances collectively for developmental purposes exists in Lebanon.

**Indicator 1:** Total amount donated.

**Indicator 2:** Number of projects supported through the website.

**Indicator 3:** Amount channelled into implemented development activities/projects in the four areas.

<table>
<thead>
<tr>
<th>Output</th>
<th>Description</th>
<th>Local Management in the four project areas, including contracting of implementing partner and monitoring</th>
<th>Contracting of third party gateway service provider: Financial management support and reporting:</th>
<th>National Communication Officer Communication campaign and events in Lebanon and 10 target countries</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1. Project identification, start-up and implementation in the four beneficiary areas</td>
<td>x</td>
<td>x</td>
<td>UNDP</td>
</tr>
<tr>
<td>2.</td>
<td>2. Financial system and reporting mechanisms set up</td>
<td>x</td>
<td>x</td>
<td>UNDP</td>
</tr>
<tr>
<td>3.</td>
<td>3. Communication</td>
<td>x</td>
<td>x</td>
<td>UNDP</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>215.050</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Output 1: A compelling platform for Lebanese expatriates to support local development and community projects in Lebanon created</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseline: Currently, no nationwide, formal, objective, neutral and apolitical structure/channel exists through which Lebanese living abroad can be involved with to support local communities in the most deprived areas of the country.</td>
</tr>
<tr>
<td>Indicator 1: Number of Lebanese expatriate organizations and individuals signed up as 'friends of Live Lebanon'</td>
</tr>
<tr>
<td>Indicator 2: Number of visits to the website</td>
</tr>
<tr>
<td>Indicator 3: Number of workshops/events arranged worldwide under the name of Live Lebanon</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PLANNED ACTIVITIES</th>
<th>TIMEFRAME</th>
<th>RESPONSIBLE PARTY</th>
<th>PLANNED BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Output 1: A compelling platform for Lebanese expatriates to support local development and community projects in Lebanon created</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Activity 1:</strong> Project Management and coordination</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q1</td>
<td>Q2</td>
<td>Q3</td>
<td>Q4</td>
</tr>
<tr>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td><strong>Activity 2:</strong> Establishment of partnerships</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q1</td>
<td>Q2</td>
<td>Q3</td>
<td>Q4</td>
</tr>
<tr>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td><strong>Activity 3:</strong> Website Live Lebanon</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q1</td>
<td>Q2</td>
<td>Q3</td>
<td>Q4</td>
</tr>
<tr>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Budget Description</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>42.000</td>
<td></td>
</tr>
<tr>
<td>Country Office Support</td>
<td>30.000</td>
<td></td>
</tr>
<tr>
<td>Equipment, IT &amp; Furniture:</td>
<td>3.000</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous expenses:</td>
<td>5.000</td>
<td></td>
</tr>
<tr>
<td>Promotion material: Launching abroad: Workshops:</td>
<td>5.000</td>
<td>10.000</td>
</tr>
<tr>
<td>Maintenance of website:</td>
<td>5.000</td>
<td></td>
</tr>
<tr>
<td>Development of new features and updates:</td>
<td>3.000</td>
<td></td>
</tr>
<tr>
<td>Hosting and domain:</td>
<td>2.000</td>
<td></td>
</tr>
<tr>
<td>Output 2: Contributions from a critical mass of Lebanese expatriates in support of development in the North, Bekaa, Mount Lebanon &amp; Beirut, and the South of Lebanon better directed towards local development projects</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Baseline: Currently remittances are mainly given as private donations to individuals, and no online system to channel remittances collectively for developmental purposes exists in Lebanon.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Indicator 1: Total amount donated. |
| Indicator 2: Number of projects supported through the website |
| Indicator 3: Amount channelled into implemented development activities/projects in the four areas |

<table>
<thead>
<tr>
<th>1. Project implementation and start-up in new beneficiary areas</th>
<th>x</th>
<th>x</th>
<th>x</th>
<th>x</th>
<th>UNDP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Project Management in the four project areas, including contracting of implementing partner and monitoring</td>
<td>80.000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Financial system and reporting mechanisms</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>UNDP</td>
</tr>
<tr>
<td>Contracting of third party gateway service provider:</td>
<td>10.000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial management support:</td>
<td>5.000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial reporting system:</td>
<td>10.000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Communication</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>UNDP</td>
</tr>
<tr>
<td>National Communication Officer</td>
<td>42.000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communication campaign in Lebanon and 10 target countries</td>
<td>23.000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| TOTAL | 285.000 |
### Year 2011

#### EXPECTED OUTPUTS

And baseline, indicators including annual targets

#### PLANNED ACTIVITIES

List activity results and associated actions

<table>
<thead>
<tr>
<th>TIMEFRAME</th>
<th>RESPONSIBLE PARTY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNDP</td>
</tr>
</tbody>
</table>

#### PLANNED BUDGET

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Budget Description</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project Manager</td>
<td>42.000</td>
</tr>
<tr>
<td></td>
<td>Country Office Support</td>
<td>30.000</td>
</tr>
<tr>
<td></td>
<td>Equipment, IT &amp; Furniture:</td>
<td>3.000</td>
</tr>
<tr>
<td></td>
<td>Miscellaneous expenses:</td>
<td>5.000</td>
</tr>
<tr>
<td></td>
<td>Promotion material:</td>
<td>5.000</td>
</tr>
<tr>
<td></td>
<td>Launching abroad: Workshops:</td>
<td>10.000</td>
</tr>
<tr>
<td></td>
<td>Hosting and domain:</td>
<td>2.000</td>
</tr>
</tbody>
</table>

### Output 1: A compelling platform for Lebanese expatriates to support local development and community projects in Lebanon created

Baseline: Currently, no nationwide, formal, objective, neutral and apolitical structure/channel exists through which Lebanese living abroad can be involved with to support local communities in the most deprived areas of the country.

1. Project Management and coordination

<table>
<thead>
<tr>
<th>Q1</th>
<th>Q2</th>
<th>Q3</th>
<th>Q4</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

2. Establishment of partnerships

<table>
<thead>
<tr>
<th>Q1</th>
<th>Q2</th>
<th>Q3</th>
<th>Q4</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

3. Website Live Lebanon

<table>
<thead>
<tr>
<th>Q1</th>
<th>Q2</th>
<th>Q3</th>
<th>Q4</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

### Indicator 1: Number of Lebanese expatriate organizations and individuals signed up as 'friends of Live Lebanon'

### Indicator 2: Number of visits to the website

### Indicator 3: Number of workshops/events arranged worldwide under the name of Live Lebanon
Output 2: Contributions from a critical mass of Lebanese expatriates in support of development in North, Bekaa, Mount Lebanon & Beirut, and the South of Lebanon better directed towards local development projects

Baseline: Currently remittances are mainly given as private donations to individuals, and no online system to channel remittances collectively for developmental purposes exists in Lebanon.

Indicator 1: Total amount donated.
Indicator 2: Number of projects supported through the website
Indicator 3: Amount channelled into implemented development activities/projects in the four areas

<table>
<thead>
<tr>
<th>Activity</th>
<th>UNDP</th>
<th>80.000</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project implementation and start-up in new beneficiary areas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Financial system and reporting mechanisms set up</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Communication</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>240.000</td>
</tr>
</tbody>
</table>

Contracting of third party gateway service provider:
- Financial management support: 5,000
- Financial reporting system: 10,000
- Communication campaign in Lebanon and 10 target countries: 20,000
V. MANAGEMENT ARRANGEMENTS

The project is under the guidance of the Project Board which is responsible for the overall guidance and supervision of the project implementation. The Committee will also support and secure the commitment of the different stakeholders in the process. Chaired by the Resident Representative, the board will include representatives from the Ministry of Foreign Affairs, the Director General for Emigrants, donors, and representatives from the main Lebanese Diaspora Organizations.

The project will be implemented by a management structure, including a Programme Officer, a Project Manager, a Communications/Fields Officer, and a Web Developer. The project will employ the services of different national consultants and short term experts as required. All services shall be provided in accordance with UNDP procedures, rules, and regulations. Implementation of some activities will be through a sub-contracting modality.

The choice for the implementing agents for each of the targets of the project will be based on technical competencies for the particular areas of activity and the ability of the implementing agency to demonstrate sound technical and operational capacities. Active involvement of all stakeholders will be sought at all phases of the project.

Whenever an activity is planned in one of the regions of the country where the CO has an on-going development support programme, implementation of the activity will be undertaken through that programme, particularly the Art Gold Programme. The UNDP/Art Gold Project will be the main implementing partner in the first phase of the project, and the UNDP/Art Gold Area Managers in the four target areas will be the local focal point for the project implementation, securing local engagement of the stakeholders.

The Ministry of Foreign Affairs, the Department for Emigrants, will provide a direct link to the Lebanese Embassies abroad and the Lebanese expatriates. The main role of the Department for Emigrants is hence to facilitate communication of the project and its achievements to the Lebanese community abroad. The Directorate-General for Emigrants will therefore be the main national counterpart for the project, but will not provide any financial contributions to the implementation of the project.

The Live Lebanon name and logo are the exclusive property of UNDP Lebanon. Unauthorized use is prohibited. They may not be copied or reproduced in any way without the prior written permission of UNDP Lebanon.

Cost Recovery:
The UNDP Country Office will provide supervision in addition to financial and operational support services to the project. Costs incurred by UNDP Country Office for providing the above described support services will be partly recovered from the Project budget to be covered by governmental donors. In accordance with the decisions and directives of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery by UNDP for two distinct cost categories.
related to the provision of support services, namely GMS and ISS. UNDP General Management Support is recovered with a flat rate of 7% for donor cost sharing, and includes the following services:

- Project identification, formulation, and appraisal
- Determination of execution modality and local capacity assessment
- Briefing and de-briefing of project staff and consultants
- General oversight and monitoring, including participation in project reviews
- Receipt, allocation and reporting to the donor of financial resources
- Thematic and technical backstopping through Bureaus
- Systems, IT infrastructure, branding, knowledge transfer

UNDP Direct costs incurred for Implementation Support Services (ISS) is recovered through the Universal Price List, as long as they are unequivocally linked to the specific project, these costs are built into the project budget against a relevant budget line and, in the case of clearly identifiable transactional services, charged to the project according to standard service rates. ISS include the following services:

- Procurement of services and equipment
- Organization of training activities, conferences, and workshops, including fellowships
- Travel authorization, visa requests, ticketing, and travel arrangements
- Shipment, custom clearance, vehicle registration, and accreditation

For the online donations given by private donors only the GMS will be applied. In accordance with the decisions and directives of UNDP’s Executive Board 7% cost recovery for the provision of general management support (GMS) by UNDP headquarters and country offices will therefore be charged from each online donation.
VI. Monitoring Framework and Evaluation

In accordance with the programming policies and procedures outlined in the UNDP User Guide, the project will be monitored through the following:

Within the annual cycle

➢ On a quarterly basis, a quality assessment shall record progress towards the completion of key results, based on quality criteria and methods captured in the Quality Management table below.

➢ An Issue Log shall be activated in Atlas and updated by the Project Manager to facilitate tracking and resolution of potential problems or requests for change.

➢ Based on the initial risk analysis submitted (see annex 1), a risk log shall be activated in Atlas and regularly updated by reviewing the external environment that may affect the project implementation.

➢ Based on the above information recorded in Atlas, a Project Progress Reports (PPR) shall be submitted by the Project Manager to the Project Board through Project Assurance, using the standard report format available in the Executive Snapshot.

➢ A project Lesson-learned log shall be activated and regularly updated to ensure on-going learning and adaptation within the organization, and to facilitate the preparation of the Lessons-learned Report at the end of the project.

➢ A Monitoring Schedule Plan shall be activated in Atlas and updated to track key management actions/events.

Annually

➢ Annual Review Report. An Annual Review Report shall be prepared by the Project Manager and shared with the Project Board and the Outcome Board. As minimum requirement, the Annual Review Report shall consist of the Atlas standard format for the QPR covering the whole year with updated information for each above element of the QPR as well as a summary of results achieved against pre-defined annual targets at the output level.

➢ Annual Project Review. Based on the above report, an annual project review shall be conducted during the fourth quarter of the year or soon after, to assess the performance of the project and appraise the Annual Work Plan (AWP) for the following year. In the last year, this review will be a final assessment. This review is driven by the Project Board and may involve other stakeholders as required. It shall focus on the extent to which progress is being made towards outputs, and that these remain aligned to appropriate outcomes.
## Quality Management for Project Activity Results

### OUTPUT 1:

| Activity Result 1 (Atlas Activity ID) | Purpose | Start Date: Oct 2009  
End Date: Dec 2011 |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Platform for Lebanese Expatriates to support local development created</td>
<td>Create a platform for Lebanese expatriates by which to be involved in and give support to the development of the most deprived areas of Lebanon.</td>
<td></td>
</tr>
</tbody>
</table>
| **Description** | - Establish partnerships with Lebanese individuals and associations abroad  
- Create an appealing and regularly updated website | |
| **Quality Criteria** | **Quality Method** | **Date of Assessment** |
| Number of individuals and associations signed up as friends of Live Lebanon and as receivers of the Newsletter. | Statistics to be derived from the monitoring of the website. | The assessment will be done on a quarterly basis, first time January 2010. |
| Numbers of visitors (hits) on the website. | Statistics to be derived from the monitoring of the website. | The assessment will be done on a quarterly basis, first time January 2010. |
| Number of workshops/events arranged worldwide under the name of Live Lebanon. | The Live Lebanon Team will be notified prior to events held under the name of Live Lebanon, and the events will be posted on the website. | The assessment will be done on a quarterly basis, first time January 2010. |

### OUTPUT 2:

| Activity Result 1 (Atlas Activity ID) | Purpose | Start Date: Oct 2009  
End Date: Dec 2011 |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contributions received as online donations from Lebanese Expatriates</td>
<td>To create a system by which to channel contributions from the Lebanese expatriates to development projects of the most deprived areas of Lebanon</td>
<td></td>
</tr>
</tbody>
</table>
| **Description** | - Projects identified and presented on the website  
- Donations channelled into local development projects through UNDP structures | |
| **Quality Criteria** | **Quality Method** | **Date of Assessment** |
| Total amount donated to each project | Financial tracking system | Quarterly financial reports, first report January 2010 |
| Number of projects supported through the website | Financial tracking system | Quarterly financial reports, first report January 2010 |
| Amount channelled into implemented development activities in the four areas | Financial tracking system | Quarterly financial reports, first report January 2010 |
Legal Context
This project document shall be the instrument referred to as such in Article 1 of the SBAA between the Government of (country) and UNDP, signed on (date).
Consistent with the Article III of the Standard Basic Assistance Agreement, the responsibility for the safety and security of the executing agency and its personnel and property, and of UNDP’s property in the executing agency’s custody, rests with the executing agency.
The executing agency shall:
   a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the project is being carried;
   b) assume all risks and liabilities related to the executing agency's security, and the full implementation of the security plan.

UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this agreement.

The executing agency agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received pursuant to the Project Document are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via http://www.un.org/Docs/sc/committees/1267/1267/ListEng.htm. This provision must be included in all sub-contracts or sub-agreements entered into under this Project Document.

VII. ANNEXES

Risk Analysis

Terms of Reference: TORs for Project Manager and Web Developer
## OFFLINE RISK LOG

**Project Title:** Live Lebanon  
**Award ID:** 00058413  
**Date:** October 22, 2009

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Date Identified</th>
<th>Type</th>
<th>Impact &amp; Probability</th>
<th>Countermeasures / Mgmt response</th>
<th>Owner</th>
<th>Submitted, updated by</th>
<th>Last Update</th>
<th>Status</th>
</tr>
</thead>
</table>
| 1 | Sufficient Funding  
Since donations are tied to particular projects, projects may not receive sufficient funding to initiate implementation or make them viable.  
This will further have an implication on the reporting to donors on outcomes achieved by as a result of their donation. | Prior to project start. | Financial: Funding; use of financing mechanisms; Reserve Adequacy; Accounting/Financial; Budget Allocation and Management  
Operational: Project Management; Poor Monitoring and Evaluation; Delivery; Process efficiency; Procurement  
Organizational: Implementation arrangements; Accountability and Compensation;  
Strategic: Stakeholder relations; Reputation | Impact: P =3  
Probability: I = 4 | If certain projects receive funding that remains insufficient to make them viable, donors will not be able to view the results of the progress of these projects and will not have the impression that their donations make a difference.  
These projects will be delayed until further funding is available. | A large number of small donations has to be encouraged, this can be done by dividing large projects into small shares/items.  
In the first phase of the project, it may be wise to feature projects that are already operational, in order to capitalize on prior investments; this would also enable reporting progress.  
Number of projects proposed can be decreased, and the funding focused.  
Seek alternative funding sources.  
Keep UNDP funding reserve to top-up donations in order to initiate implementation of projects under Live Lebanon.  
Disclaimer to be part of Terms and Conditions. | Project Manager | |
<p>| | | | | | | | | | |
|  |  |  |  |  |  |  |  |  |  |
| <strong>2</strong> | Limited engagement of the expatriates | Prior to project start | Strategic: Partnerships failing to deliver; Strategic vision, planning and communication; Leadership and Management; Competition: Stakeholder relations; Reputation Operational: Poor monitoring and evaluation; Delivery Political: Adverse public opinion/media intervention; Financial: Use of financing mechanisms Other: Global financial crisis | If the project fails to attract expatriates, or if expatriates do not find the project appealing, this will be reflected in a lack of engagement and donations. However, based on the research done regarding potential interest in the project, this is unlikely to be a major challenge. [ P = 1 ] [ I = 5 ] A crucial aspect of the project will be to reach out to expatriates and create partnerships with Lebanese embassies and Lebanese associations abroad prior to the launch of the website. A broad, effective and far-reaching communication strategy that takes various forms (media, events, PR outreach, embassy outreach...etc) will be a crucial aspect of the project start up. | Project Manager Communications Officer |
| <strong>3</strong> | Failure to attract and maintain sufficient site traffic | Strategic: Planning and Communication; reputation. | Only a small fraction of the site's visitors will actually donate money, insufficient site traffic means that there is not enough interest in the project and the site will not attract a large sum of donations. [ P = 1 ] [ I = 4 ] A broad, effective and far-reaching communication strategy that takes various forms (media, events, PR outreach, embassy outreach...etc). Partnerships with embassies and associations already active in expatriate countries. The website should be attractive and user friendly and should be updated on a regular basis. Moreover, websites highly frequented by Lebanese expatriates should have links to the Live Lebanon website. | Project Manager Communications Officer |</p>
<table>
<thead>
<tr>
<th>Competition from other organizations that raise money from expatriates for Lebanon</th>
<th>Strategic: Competition; reputation</th>
<th>Many other organizations that are well-rooted among expatriate population already raise money for development in Lebanon and have long-standing relations with donors.</th>
</tr>
</thead>
</table>
| | | P= 2 
| | | l= 3 |
| | Emphasize UNDP's role as an efficient and transparent implementing partner. Stress on UNDP's "working group" approach that ensures that projects receiving donations are serving the most pressing needs in the most deprived areas of the country. |
| Project Manager | Communications Officer |
| Villages chosen for the first phase of the project may fail to attract donations from expatriates who are not from these villages | Strategic: Vision, Planning and Communication. Operational: Process Efficiency Environmental: Social and Cultural trends | Many expatriates may prefer to donate money to their own villages rather than villages that they have no relation to. This may decrease the total amount of donations the site raises. |
| | | P= 2 
| | | l= 4 |
| Project Manager | |
| Some potential donors may not like to make online donations. | Financial: use of financing mechanisms | If donors who do not want to make online donations are not accommodated, potential funding may be lost. Particularly if these donors were interested in making large donations and did not feel comfortable with donating large sums via online tools. |
| | | P= 1 
| | | l= 1 |
| | A solution will be provided for offline donations: donors must be given an option of contacting UNDP if they want to make an offline donation (via checks, bank transfers...etc) |
| Project Manager |
| Political situation in Lebanon worsened | Political: Political Instability; Armed Conflict and Instability | Adjust project and communication to the new situation. |
| | | P= 3 
| | | l= 3 |
| Project Manager | |
UNV VOLUNTEER TERMS OF REFERENCE

Preamble:
The United Nations Volunteers is the UN organization that supports sustainable human development globally through the promotion of volunteerism, including the mobilization of volunteers. It serves the causes of peace and development through enhancing opportunities for participation by all peoples. It is universal, inclusive and embraces volunteer action in all its diversity.

This post is a UNV volunteer assignment based on the values of free will, commitment, engagement and solidarity, which are the foundations of volunteerism. Volunteering brings benefit to the individual volunteer as well as the society at large. It enhances social cohesion and enriches communities.

In most cultures volunteerism is deeply embedded in long-established, ancient traditions of sharing and support within the communities. In this context, UNV volunteers take part in various forms of volunteerism and play a role in development and peace together with co-workers, host agencies and local communities.

In all assignments, UNV volunteers promote volunteerism through their action and conduct. Engaging in volunteer activity can effectively and positively enrich your understanding of local and social realities, as well as create a bridge between yourself and the people in your host community. This will make the time you spend as UNV volunteer even more rewarding and productive.

1. UNV Post Title: Project Manager

2. Project Title: Live Lebanon, the UNDP Expatriate Project in Lebanon

3. Duration: Two Years (2009 – 2011)

4. Location, Country: Beirut, Lebanon

5. Expected starting date: September 2009

6. Brief Project Description:

The aim of the Live Lebanon project is to mobilize the more than 10 million Lebanese living abroad in support of local development in the most deprived areas of Lebanon, and thereby contribute to the elimination of poverty and regional disparities in Lebanon. The project aims to build on the long tradition of support from the Lebanese diaspora through strengthening the connection between local communities in Lebanon and the Lebanese expatriate organizations and individuals worldwide.

An online platform, Live Lebanon, will be created by which to engage and provide the Lebanese individuals and associations around the world with an online donation opportunity to support and follow local community and development projects in the deprived areas of Lebanon.

An important aspect of Live Lebanon is to facilitate innovative partnerships between civil society, local governance structures, the private sector and the Lebanese diaspora to help fund the development work in the long term. The project aims at discovering how technology can be used to engage new actors in development and promote new public-private partnerships.

Moreover, UNVs in the countries where the Lebanese are residing can be engaged in the project, and a network between these UNVs can be established through the Live Lebanon project.


8. Description of Duties:

1. Project management, implementation and monitoring of the project Live Lebanon.

2. Advocacy and visibility of the project in Lebanon and abroad, including contact to donors and
3. Establish partnerships with Lebanese associations worldwide.

4. Mobilize former UNVs working with the project in countries where Lebanese are residing and create an international network.

5. Undertake field visits to monitor the project, as well as conduct periodic project reviews with government counterparts and other partners. Identify necessary action for the current and follow-up activities. Provide technical support and assistance to government officials and other partners in the planning and management of the project and other project-related activities.

6. Organize events, training workshop, field visits, seminars, planning meetings, meetings with the government officials, etc. Based on the ground realities at the project sites, identify training needs for the purpose of capacity building and sustainability of the project.

8. Perform other duties, as required

Under the supervision of Programme Officer the UNV volunteer will be responsible for the duties and responsibilities mentioned above.

- **Promotion of Volunteerism**

  As a UNV volunteer, you are expected to promoting volunteerism and engaging in volunteering activities. As such you are encouraged to:

  - A first step is to strengthen your knowledge and understanding of the concept of volunteerism by reading relevant UNV and other publications and taking active part in UNV activities and also to get acquainted with traditional and/or local forms of volunteerism in the host community.

  Specific ways to promote volunteerism include:

  - Networking and building relationships with local organizations, groups or individuals and support and/or participate in local volunteering initiatives;
  - Encouraging and mobilizing co-workers, fellow UNV volunteers and members of the local community to play an active part in the development of their community;
  - Contributing articles/write-ups on field experiences and submit for UNV publications/websites, newsletters, press releases, etc.;
  - Initiating and/or participate in local volunteer groups. Assist them in submitting stories, experiences to the World Volunteer Web site;
  - Promoting or advising local groups in the use of OV (online volunteering), or encourage relevant local individuals and groups to use OV whenever technically possible.

9. Results /Expected Output:

  - Contribute to the development of a new mechanism by which to establish public-private partnerships in development cooperation.
  - Contribute to the mobilization of Lebanese expatriates in support of elimination of regional disparities in Lebanon
  - Contribute to increased capacity of local communities for local development
  - Contribute to capacity development of national counterparts

10. Qualifications/Requirements:
- Master degree in Social Sciences, International Relations, or Communication
- 3-5 years working experience in the field of project management and development.

11. Competencies:

- Computer skills: Microsoft Word, Excel, and PowerPoint.
- Language skills: High proficiency in English and French, knowledge of Arabic is an asset.

12. Conditions of living:

The incumbent will be based in UNDP Country Office in Beirut, as per UN rules and regulation applicable in Lebanon.

Date  29th May 2009
I. General Information

Title of the contractor: Web Developer
Duty Station: Beirut
Section/Unit: Pro-Poor Portfolio
Reports to: Programme Officer, Live Lebanon
Reports: Monthly and Final report

Project reference: Live Lebanon
Budgeted Fees:
Source of Funding:
Duration of Employment: 3 Months
Payment Method: monthly

II. Objective & Scope of Work

Project Background

Live Lebanon aims to develop an innovative partnership between civil society, local authorities, the private sector and Lebanese migrants in an effort to support the development of Lebanon’s poorest regions. Live Lebanon will launch a website to establish a network across borders, providing an opportunity to make online donations and to observe the status of the UNDP projects as they are implemented.

For the first phase of Live Lebanon, four areas have been selected: Akkar, Bekaa, Beirut Southern Suburbs, and the South of Lebanon. In these four regions, UNDP and local working groups have identified projects to be presented on the website for 20 villages under the themes of: Youth, Health, Environment, Education, and Income-generating activities.

Visitors of the website can become involved with these projects by learning about each project and making a donation accordingly. The donor will be able to select which region and project to support, as well as the amount of donation. The website will be regularly updated with the progress of projects through text, numbers, and pictures. Completed projects will be featured in posted stories with anecdotes and pictures from the field. UNDP’s global experience in project management will ensure that donations are allocated efficiently and reported transparently.

In order to ensure Live Lebanon achieves its intended purpose the website www.livellebanon.net should be regularly updated and maintained. The UNDP seeks to project its initiative through an innovative webpage which demonstrates the use of the most recent IT systems. The proposed website should exhibit the projects developed under Live Lebanon, monitoring their progress and communicating their achievements to the visitors.
III. Tasks & Expected Output

Objective

The objective is to manage and maintain an inventive website for *Live Lebanon*. UNDP seeks to present its initiative in a manner which stimulates interest and encourages support for the underprivileged areas in Lebanon. The purpose is to develop a concept which reflects the mission of *Live Lebanon* using creative methods of communication. The website [www.livlebanon.net](http://www.livlebanon.net) must introduce potential donors to underdeveloped regions in Lebanon and motivate support for the *Live Lebanon* initiative. Given that *Live Lebanon* is a project aiming at mobilizing Lebanese expatriates in the development of Lebanon, UNDP seeks to particularly invest in its initiative's image illustrated through the website.

Deliverables

Within the framework of the *Live Lebanon* project, the selected candidate should perform the following services:

(a) Update, develop new features to and maintain an innovative webpage which illustrates the mission of *Live Lebanon* and promotes its objectives through creative IT mechanisms;

(b) Update project sheets under each area of intervention, donors information, relevant news, and other information as needed;

(c) Maintain an up-to-date website reflecting the work conducted under *Live Lebanon* in the field;

(d) Sustain a website which is accessible in the Arabic, French, English, and Spanish languages;

(e) Collect relevant web statistics on number of visits, location of visitors, and pages visited.

(f) Produce monthly reports outlining progress and a final report at the end of the assignment outlining recommendations for continuation.
V. Competencies

Qualifications & Experience

Successful candidates should demonstrate the following credentials:

(a) University degree in Computer Science, Graphic Design or related field;
(b) A minimum of 2 – 3 years experience in web development and management of a professional website;
(c) Proficiency with Visual Studio, Adobe Photoshop, ASP.NET, JavaScript, HTML, and Content Management;
(d) Proficiency with relational database technologies, specifically SQL server.
(e) Strong organizational skills & ability to handle multiple tasks under tight deadlines
(f) Demonstrable proficiency on emerging Internet trends and tools

VI. Recruitment Qualifications

<table>
<thead>
<tr>
<th>Education</th>
<th>University degree in Computer Science, Graphic Design or related field.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience</td>
<td>A minimum of 2 – 3 years experience in web development and management of a professional website.</td>
</tr>
<tr>
<td>Language Requirements</td>
<td>English and Arabic, French is an asset.</td>
</tr>
<tr>
<td><strong>VII. Approvals/Signatures</strong></td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td></td>
</tr>
</tbody>
</table>
| **Responsible Unit (at project Level)** | Name & Title: Anne Kahl, Special Assistant  
Signature:  
Date: |
| **UNDP CO (Programme Manager / Operations Manager)** | Name & Title: Ragheed Assi, Programme Manager  
Signature:  
Date: |
| **Deputy Country Director** | Name: Nick Rene Hartmann, Deputy Country Director  
Signature:  
Date: |
Annex II: Preliminary list of interview participants

1. UNDP:
   a. 3 Goodwill Ambassadors
   b. Social and Local Development Program Manager
   c. Social and Local Development Program Officer

2. Ministry of Foreign Affairs and Emigrants (MoFA) team
   a. Focal Point between Live Lebanon and MoFA (old and new)

3. Partners
   a. Live Love Beirut Co-founder
   b. National Council for Road Safety
   c. Zoomaal

4. Beneficiaries
   a. Project Beneficiaries
   b. Municipalities

Annex III: Tentative Evaluation Report Outline

I. Opening page:
   a. Title of UNDP supported project
   b. UNDP project IDs.
   c. Evaluation time frame and date of evaluation report
   d. Country included in the project
   e. Implementing Partner and other project partners
   f. Review team members
   g. Acknowledgements

II. Executive Summary
   a. Project Summary Table
   b. Project Description (brief)
   c. Summary of conclusions, recommendations and lessons

III. Acronyms and Abbreviations
    (See: UNDP Editorial Manual5)

IV. Introduction
    a. Purpose of the review
    b. Scope & Methodology
    c. Structure of the review report

V. Project description and development context
   a. Project start and duration
   b. Problems that the project sought to address
   c. Immediate and development objectives of the project
d. Project financials and donor contributions
e. Monitoring and evaluation: design at entry
f. Project management structure and governance
g. Baseline Indicators established
h. Main stakeholders
i. Expected Results

VI. Review scope and objectives
   a. Review questions

VII. Review approach and methodology

VIII. Data analysis

IX. Limitations\(^5\)

X. Review Findings / Results
   a. Overall results (attainment of objectives)
   b. M&E practical implementation and overall quality
   c. Relevance
d. Effectiveness
e. Efficiency
f. Sustainability
g. Impact
h. Crosscutting issues

XI. Conclusions
   a. Best Practices and Lessons Learned
   b. Project Risks and Mitigating Strategies
   c. Recommendations\(^6\)
      i. Corrective actions for the design, implementation, monitoring and evaluation of the project
      ii. Actions to follow up or reinforce initial benefits from the project
      iii. Proposals for future directions underlining main objectives

XII. Annexes:
   a. List of people interviewed
   b. Summary of field visits
   c. List of analyzed documents
d. Review work plan and TOR

\(^5\) This section should focus on evaluation approach limitations.
\(^6\) Recommendations should be clear, concise, realistic and actionable
FORM FOR SUBMITTING SUPPLIER’S QUOTATION
(This Form must be submitted only using the Supplier’s Official Letterhead/Stationery)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the services and deliverables listed in the Terms of Reference (TOR) in conformity with requirements of UNDP as per RFQ Reference No. LBN/CO/RFQ/86/18:

Table 1:

<table>
<thead>
<tr>
<th>Division</th>
<th>Description of Services</th>
<th>Total Cost USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Inception Report</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Presentation</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Draft Evaluation Report</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Final Report</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Price in USD (excluding VAT)

VAT 11% (if applicable)

Total Price in USD (including VAT)

Cost Breakdown by Cost Component:
The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Remuneration per Unit of Time (e.g., day, month, etc.)</th>
<th>Total Period of Engagement</th>
<th>No. of Personnel</th>
<th>Total Rate for the Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Personnel Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Services from Home Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Expertise 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Expertise 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Services from Field Offices</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Expertise 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Expertise 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Services from Overseas</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Expertise 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Expertise 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
II. Out of Pocket Expenses
1. Travel Costs
2. Daily Allowance
3. Communications
4. Reproduction
5. Equipment Lease
6. Others

III. Other Related Costs

[Enter name of authorized staff]
[Designation] [Click here to enter a date]

**TABLE 3 : Offer to Comply with Other Conditions and Related Requirements**

<table>
<thead>
<tr>
<th>Other Information pertaining to our Quotation are as follows:</th>
<th>Your Responses</th>
<th>Your Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes, we will comply</td>
<td>No, we cannot comply</td>
</tr>
<tr>
<td></td>
<td>If you cannot comply, pls. indicate counter proposal</td>
<td></td>
</tr>
<tr>
<td>Delivery Lead Time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Validity of Quotation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Provisions of the UNDP General Terms and Conditions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other requirements [pls. specify]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]
Annex 3

General Terms and Conditions
GENERAL TERMS AND CONDITIONS FOR CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

1.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor vis-à-vis UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.
2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:
4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor’s delivery of the Goods and/or provision of the Services.

**4.2 COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor’s delivery of the Goods and/or performance of the Services.

**5. ADVANCE PAYMENT:**

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

**6. SUBMISSION OF INVOICES AND REPORTS:**

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon
request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNDP prior to such personnel’s performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel’s performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor’s personnel, UNDP may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.
8.5.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor’s personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor’s personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor’s personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel’s being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor’s personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.8 Within one working day after learning that any of Contractor’s personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor’s personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor’s security, and the full implementation of the security plan.
8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP’s property in its custody as set forth in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor’s operations, provided that:

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor’s assets or ownership interests; and,

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; and,

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor’s removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the entire risk of loss,
damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;
11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor’s warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor’s warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; or,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; or,

11.7.3 replace the Goods with Goods of equal or better quality; and,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, inter alia, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor’s account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party’s title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.
11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor’s ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

12.1 The 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 brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney’s fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor’s published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

12.1.2 any acts or omissions of the 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.

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor’s compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to
UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined,
temporarily or permanently, or is found to infringe any patent, copyright, trademark or other
intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered
with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to
UNDP;
12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the
equivalent or better Goods and/or Services, or part thereof, that is non-infringing; or,
12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods,
property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of
UNDP caused by the Contractor’s personnel or by any of its subcontractors or anyone else directly
or indirectly employed by the Contractor or any of its subcontractors in the performance of the
Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other
obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor
shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and
for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the
performance of the Contract;
13.2.2 workers’ compensation insurance, or its equivalent, or employer’s liability insurance, or its
equivalent, with respect to the Contractor’s personnel sufficient to cover all claims for injury, death
and disability, or any other benefits required to be paid by law, in connection with the performance
of the Contract;
13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to,
claims for death and bodily injury, products and completed operations liability, loss of or damage to
property, and personal and advertising injury, arising from or in connection with the Contractor’s
performance under the Contract, including, but not limited to, liability arising out of or in connection
with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the
performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and
equipment, whether or not owned by the Contractor; and,
13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor’s liability policies shall also cover subcontractors and all defense costs and shall
contain a standard “cross liability” clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing
life, health, accident, travel or any other insurance coverage which may be necessary or desirable in
respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers’ compensation insurance or any self-insurance program maintained by
the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the
Contractor’s requirements for providing insurance under the Contract, the insurance policies
required under the Contract shall:
13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor’s insurance carrier’s rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor’s insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor’s requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor’s liability arising under or relating to the Contract.

14. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may 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 Contractor or UNDP.

15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.
16.2 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, UNDP does not and shall not claim any ownership interest thereto, and the 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.

16.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

16.4 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 UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The 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 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

18.1 The Recipient shall:

18.1.1 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,

18.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

18.2 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 18, the Recipient may disclose Information to:

18.2.1 any other party with the Discloser’s prior written consent; and,

18.2.2 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:

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

18.2.2.2 any entity over which the Party exercises effective managerial control; or,
18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

18.3 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 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.

18.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

18.5 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.

18.6 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.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

19.2 If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, “Termination,” except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

19.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, 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 Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day’s notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 “Settlement of Disputes,” below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract.

20.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day’s advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 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;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 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;

20.3.7 complete performance of the work not terminated; and,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor’s receipt of notice of termination from UNDP or prior to the Contractor’s tendering of notice of termination to UNDP.
20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;
20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,
20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

22. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties 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.

23.2 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 23.1, 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. 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”) and Article 34 (“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.

24. 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.

25. TAX EXEMPTION:

25.1 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 UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

25.2 The Contractor authorizes UNDP to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.
27.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with such access to the Contractor’s personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

27.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 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.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

30. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.
31. **STANDARDS OF CONDUCT:** The Contractor warrants that it 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 Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth 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” and ST/SGB/2006/15 of 26 December 2006 on “Post-employment restrictions”, and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

**31.1** The UN Supplier Code of Conduct;

**31.2** UNDP Policy on Fraud and other Corrupt Practices (“UNDP Anti-fraud Policy”);

**31.3** UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

**31.4** UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

**31.5** UNDP Vendor Sanctions Policy; and

**31.6** All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at http://www.undp.org/content/undp/en/home/operations/procurement/business/. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

32. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

33. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) 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.

34. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

35. **SEXUAL EXPLOITATION:**

**35.1** In the performance of the Contract, the 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 Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

**35.2** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitative or degrading to any person.

35.3 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.

36. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.